



**DEPARTMENT OF
TRANSPORTATION**

DEPARTMENT OF TRANSPORTATION

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

**PCC SHARED USE PATH; ROADWAY RECONSTRUCTION &
WATERMAIN UTILITY REPLACEMENT**

FEDERAL

PROJECT NO.

**P TAPR(57), CA 024A()
(PCN 09G6, 09P2)**

FOURTH STREET

IN MINNEHAHA 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.

* * * *

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.

* * * *

NOTICE TO CONTRACTORS

Bid proposals for this project will be prepared, transmitted, and received electronically by the South Dakota Department of Transportation (SDDOT) via the South Dakota Electronic Bid System until 10 A.M. Central time, on April 15, 2026, at which time the SDDOT will open bids. All bids will be checked for qualifications with results posted on the SDDOT website. The South Dakota Transportation Commission will consider all bids at a scheduled Commission meeting.

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

SUBSTANTIAL COMPLETION: **OCTOBER 2, 2026**

FIELD WORK COMPLETION: **OCTOBER 30, 2026**

The project category is Category II
The project type is Grading
The geographic zone is Zone 6

THE DBE GOAL FOR PCN **09G6** IS: **N/A**

THE EPA DBE GOAL FOR PCN **09P2** IS: **3.9000%**

WORK TYPE FOR THIS PROJECT IS: **Work Type 2 or Work Type 12 or Work Type 14**

For bidding requirements related to PCN 09P2 please see the Special Provision Regarding Specifications for SRF & CAG Funded Project.

Bidding package for the work may be obtained at:
<http://apps.sd.gov/hc65bidletting/ebslettings1.aspx#no-back-button>

Standard Specifications for Roads and Bridges, 10-1-25 Version, Required Provisions, and Special Provisions as included in the Proposal. The Standard Specifications for Roads and Bridges may be obtained at <https://dot.sd.gov/doing-business/contractors/standard-specifications/> .

The electronic bid proposal must be submitted by a valid bidder as designated by their company's <https://apps.sd.gov/HC65C2C/EBS/BidAdminAuthorizationForm.pdf>. A bidding administrator will have privileges in the SDEBS to prepare bids, submit bids, and authorize additional company employees to prepare and submit bids. Additionally, a bidding administrator will be responsible for maintaining the list of authorized bidders for the company and will have the ability to add employees, remove employees, and set-up bidder identifications and passwords within the SDEBS. Bidding Administrator authorization will 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.

A bidder identification and password, coupled with a company identification previously assigned by the Department, will serve as authentication that an individual is a valid bidder for the company.

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

Harry Johnston
5316 W 60th St N
Sioux Falls, SD 57107
Phone: 605/367-5680

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 2/12/26

INDEX OF SPECIAL PROVISIONS

PROJECT NUMBER(S): P TAPR(57), CA 024A() PCN: 09G6, 09P2

TYPE OF WORK: PORTLAND CEMENT CONCRETE SHARED USE PATH; WATERMAIN
UTILITY REPLACEMENT

COUNTY(IES): MINNEHAHA

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.

Sara Garbe is the official in charge of the Sioux Falls Career Center for Minnehaha County.

THE FOLLOWING ITEMS ARE INCLUDED IN THIS PROPOSAL FORM:

Special Provision for Contract Time, dated 3/13/26.

Special Provision Regarding Specifications for SRF & CAG Funded Project, dated 2/19/26.

Special Provision for Price Schedule for Miscellaneous Items, dated 2/18/26.

Special Provision for American Security Drone Act, dated 12/15/25.

Special Provision for Steel Beam Guardrail AASHTO M 180 Designation, dated 10/1/25.

Special Provision for Acknowledgment and Certification Regarding Article 3, Section 12 of the South Dakota Constitution, dated 8/24/23.

Fuel Adjustment Affidavit, DOT form 208 dated 11/25.

Standard Title VI Assurance, dated 3/1/16.

Special Provision For EEO Affirmative Action Requirements on Federal and Federal-Aid Construction Contracts, dated 2/5/24.

Special Provision For Required Contract Provisions Federal-Aid Construction Contracts, Form FHWA 1273 (Rev. October 23, 2023), dated 10/18/23.

Required Contract Provisions Federal-Aid Construction Contracts, Form FHWA 1273 (Rev. 10/23/23).

Special Provision Regarding Minimum Wage on Federal-Aid Projects, dated 10/24/19.

Wage and Hour Division US Department of Labor Washington DC. - US Dept. of Labor Decision Number SD20260001, dated 1/30/26.

Special Provision Regarding Storm Water Discharge, dated 11/5/25.
General Permit for Storm Water Discharges Associated with Construction
Activities, dated 11/1/23.

[https://danr.sd.gov/OfficeOfWater/SurfaceWaterQuality/stormwater/StormWater
Construction.aspx](https://danr.sd.gov/OfficeOfWater/SurfaceWaterQuality/stormwater/StormWaterConstruction.aspx)

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION
FOR
CONTRACT TIME**

**PROJECT P TAPR(57) & CA 024A(), PCN 09G6 & 09P2
MINNEHAHA COUNTY**

MARCH 13, 2026

Substantial Completion

The Contractor will substantially complete the project by the October 2, 2026 substantial completion date.

The Department will consider the work substantially complete when all utilities are installed, roadway surfacing, sidewalk surfacing, and concrete sealing are complete, and the project is open to vehicle and pedestrian traffic. The Engineer will determine when the project is substantially complete.

The Contractor will substantially complete the project prior to the substantial completion requirement. If the Contractor does not complete the work by the substantial completion requirement, the Department will assess liquidated damages in accordance with Section 8.9. 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 8.7 C.

Field Work Completion

The Contractor will complete the project by the October 30, 2026 field work completion date.

The Contractor will complete all work on the project prior to the field work completion requirement. If the Contractor does not complete all work by the field work completion requirement, the Department will assess liquidated damages in accordance with Section 8.9. 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 8.7 C.

* * * * *

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION
REGARDING SPECIFICATIONS FOR SRF & CAG FUNDED
PROJECT**

**CA 024A(), PCN 09P2
MINNEHAHA COUNTY**

FEBRUARY 19, 2026

The following additional provisions apply to the PCN 09P2 portion of the contract only:

Instruction for Bidders, dated 2/19/26.

State Revolving Fund (SRF) General Conditions with Davis-Bacon & American Iron and Steel Provisions, dated 6/25.

Section 31 2300 Trenching, Excavation and Backfilling, dated 1/30/26.

Section 31 2400 Roadway Excavation and Embankment, dated 1/30/26.

Section 33 1000 Water Utilities, dated 1/30/26.

Section 33 4100 Storm Utility Drainage Piping, dated 1/30/26.

*** * * ***

**CA 024A(), PCN 09P2
ROADWAY RECONSTRUCTION, WATERMAIN UTILITY REPLACEMENT
FOURTH STREET**

INSTRUCTIONS FOR BIDDERS

February 19, 2026

- 1) Bidders on this Water & Sanitary Sewer Upgrades Project will be required to comply with the: A) EPA Disadvantaged Business Enterprise Requirements and B) DANR State Revolving Funds (SRF) General Conditions. Goals for contract participation for DBE/MBE are 1.5% and WBE are 2.4%. DANR will not authorize the approval to award the contract until all forms are submitted and approved by DANR. Please note that EPA guidance allows the use of the Small Business Administration (SBA) list. If a DBE certification program is not available, that should be indicated on the solicitation forms. Failure to submit all necessary documentation could affect the project SRF eligibility. All forms contained in the State Revolving Fund (SRF) General Conditions must be completed and submitted to DANR within 10 days of the bid proposal opening. Inquiries related to the documents and DBE Requirements can be directed to Bailey McTigue (605-773-5418), Water and Waste Funding Program, Dept. of Agriculture & Natural Resources, Foss Building, Pierre, SD.
- 2) In addition to the above listed Federal requirement for work on this Water & Sanitary Sewer Upgrades Project, bidders will be required to comply with Non-discrimination in Employment Clause and Civil Rights laws to include 1) Age Discrimination Act of 1975, 2) Section 13 of the FWPCA Amendments of 1972, 3) Section 504 of the Rehabilitation Act of 1973, and 4) Title VI of the Civil Rights Act of 1964. Inquiries relative to these documents can be directed to Bailey McTigue (605-773-5418), Water and Waste Funding Program, Dept. of Agriculture & Natural Resources, Foss Building, Pierre, SD.
- 3) The low responsive bidder will be required to certify to compliance with the American Iron and Steel provisions of the Consolidated Appropriations Act of 2014. This certification form may be found on page AIS 21-22 of the State Revolving Fund (SRF) General Conditions and must be included in the bid proposal.
- 4) Please be advised that waivers or exemptions from the American Iron and Steel provisions that cite International Trade Agreements **DO NOT** comply with the Consolidated Appropriations Act of 2014 as it applies to the SRF programs. Claims from suppliers that the American Iron and Steel provisions does not apply to certain products based on the International Trade Agreement exemptions of the Consolidated Appropriations Act of 2014 will not be accepted.
- 5) Davis Bacon and related acts wages apply to this project. All provisions related to those acts must be met.
- 6) The low responsive bidder must assure compliance with the requirements of Public Law 115-232 Section 889, Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Contractors must assure that telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) WILL NOT be supplied for the project.
- 7) After award of contract, the Contractor must furnish satisfactory proof of coverage of

insurance. Copies of Certificates of Insurance shall be furnished to the Department of Transportation AND City of Colton. The Contractor will be required to provide a performance bond in a sum equal to the total amount of the contract, in a form acceptable to the City. The performance bond shall remain in effect for a period of one year after the City considers the contract to be completed and accepted.

- 8) The contractor is required to schedule and conduct a preconstruction meeting that shall be held jointly with the preconstruction meeting for the state project. Additionally, the contractor is responsible for contacting the city for a list of required submittals upon receiving Notice of Award of the contract.
- 9) Construction engineering for this project will be performed by the City of Colton.
- 10) Payment for this Utilities project will be made to the Contractor by the South Dakota Department of Transportation.

* * * *

STATE REVOLVING FUND (SRF)

GENERAL CONDITIONS

with

DAVIS-BACON

&

American Iron and Steel Provisions

South Dakota
Department of Agriculture
and Natural Resources

These provisions must be included in the specifications for all Clean Water SRF
and Drinking Water SRF projects.

June 2025

Table of Contents

Guidance for Utilization of Disadvantaged Business Enterprises	DBE – 1
DBE Subcontractor Solicitation Information Form	DBE – 6
DBE Subcontractor Participation Form (Form 6100-2)	DBE – 7
DBE Subcontractor Performance Form (Form 6100-3)	DBE – 8
DBE Subcontractor Utilization Form (Form 6100-4)	DBE – 9
Equal Employment Opportunity and Affirmative Action Requirements	EEO – 1
DOL Notification Form	EEO – 7
Certification Regarding Debarment, Suspension and Other Responsibility Matters	Debar – 1
Prohibition Against Listed Violated Facilities	PALVF – 1
Williams-Steiger Occupational Safety and Health Act of 1970	OSHA – 1
Discovery of Archaeological and Other Historical Items	Archaeol – 1
Davis-Bacon and Related Acts	DB - 1
American Iron and Steel	AIS-1
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	PCTVSE - 1

GUIDANCE FOR UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES REQUIREMENTS OF 40 CFR §33.

A. REQUIREMENTS

1. The recipient and prime contractor will exercise good faith efforts to attract and utilize small, minority, and women's business enterprises primarily through outreach, recruitment, and race/gender neutral activities; at a minimum, fulfillment of the six affirmative steps set forth below:
 - a. Including disadvantaged businesses on solicitation lists;
 - b. Assuring that disadvantaged businesses are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by disadvantaged businesses;
 - d. Establishing delivery schedules, when the requirements of the work permit, which will encourage participation by disadvantaged businesses;
 - e. Using the services of the Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce, as appropriate; and
 - f. Require a. through e. to be taken if subcontracts are awarded.

B. FAIR SHARE OBJECTIVE

1. The fair share objective for this project is 1.5 % MBE's and 2.4 % WBE's.

C. DEFINITIONS

1. Disadvantaged Business Enterprise (DBE) is a business concern which meets the qualifications of a Minority Business Enterprise (MBE), Women's Business Enterprise (WBE), Small Business (SBE), or Small Business in a Rural Area (SBRA).
2. Minority Business Enterprise (MBE) is a business concern which is:
 - a. Certified as socially and economically disadvantaged by the Small Business Administration;
 - (1) Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities.
 - (2) Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free enterprise system is impaired due to diminished capital and credit opportunities, as compared to others in the same business area who are not socially disadvantaged. In determining the degree of diminished credit and capital opportunities, the Small Business Administration shall consider, but not be limited to, the assets and net worth of such socially disadvantaged individuals. Individuals who certify that they are members of named groups (Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans), are to be considered socially and economically disadvantaged. Economically and socially disadvantaged individuals are deemed to include women.
 - b. Certified as a minority business enterprise by a State or Federal agency; and

c. An independent business concern which is at least 51 percent owned and controlled by minority group member(s).

(1) A minority group member is an individual who is a citizen of the United States and one of the following:

(a) Black American;

(b) Hispanic American (with origins from Puerto Rico, Mexico, Cuba, South or Central America)

(c) Native American (American Indian, Eskimo, Aleut, native Hawaiian); or

(d) Asian-Pacific American (with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, Taiwan or the Indian subcontinent).

(2) In order to satisfy this third criteria of the MBE definition, the minority ownership's interest must be real, substantial and continuing. Such interest is characterized by:

(a) Risk of loss/share of profit commensurate with the proportional ownership; and

(b) Receipt of the customary incidents of ownership, such as compensation (i.e., salary and other personnel compensation).

(3) A minority owner must have and exercise control of the business decisions. Characteristics of control include, but are not limited to:

(a) Authority to sign bids and contracts;

(b) Decisions in price negotiations;

(c) Incurring liabilities for the firm;

(d) Final staffing decisions;

(e) Policy-making; and

(f) General company management decisions.

(4) Only those firms performing a useful business function according to custom and practice in the industry, are qualified as MBEs. Acting merely as a passive conduit of funds to some other firm where such activity is unnecessary to accomplish the project does not constitute a "useful business function according to custom and practice in the industry." The purpose of this approach is to discourage the use of MBE "fronts" and limit the creation of an artificial supplier and broker marketplace.

3. Women's Business Enterprise (WBE) is a business which is certified as such by a State or Federal agency, or which meets the following definition:

"A women's business enterprise is an independent business concern which is at least 51 percent owned by a woman or women, who also control and operate it. Determination of whether a business is at least 51 percent owned by a woman or otherwise qualified WBE which is 51 percent owned by a married woman in a community property State will not be disqualified because her husband has a 50 percent interest in her share. Similarly, a business which is 51 percent owned by a married man and 49 percent owned by an

unmarried woman will not become a qualified WBE by virtue of his wife's 50 percent interest in his share of the business."

As in the case of a MBE, only United States citizens will be deemed to be WBEs. Similar to the MBE criteria, WBE should meet the criteria cited in subparagraphs B.1.c.(2), (3), and (4).

4. Fair Share or Fair Share Objective A fair share or a fair share objective is an amount of funds reasonably commensurate with the total project funding and the availability of qualified MBEs and WBEs, taking into account experience on EPA-funded projects and other comparable projects in the area. A fair share objective does not constitute an absolute requirement, but a commitment on the part of the bidder to exercise good faith efforts as defined in this section to use MBEs and WBEs to achieve the fair share objective.
5. Small Business (SBE) Any business entity, including its affiliates, that is independently owned and operated, and not dominant in its field of operations in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards set forth in 13 CFR Part 121.
6. Small Business in a Rural Area A small business in a rural area (SBRA) is a business entity meeting the definition of a small business, and is located and conducts its principal operations in a geographical area (county) listed in the Small Business Administration's Listing of Non-Metropolitan Counties by State.
7. Recipient A party receiving SRF financial assistance.
8. Project The scope of work for which an SRF loan is awarded.
9. Bidder A party seeking to obtain a contract with a recipient through a competitive, advertised, sealed bid process.
10. Offeror A party seeking to obtain a contract with a recipient through a negotiative procurement process.
11. Prime Contractor A party that has obtained a contract with a recipient through a competitive, advertised, sealed bid process.
12. Good Faith Efforts Good faith efforts by a recipient, prime contractor, and/or bidder/offeror means efforts to attract and utilize DBEs primarily through outreach, recruitment, and race/gender neutral activities. The following are examples of activities to assist recipients, prime contractors and/or bidders/offerors to comply with good faith efforts.
 - a. Include qualified DBEs on solicitation lists.
 - (1) Maintain and update a listing of qualified DBEs that can be solicited for supplies, construction and/or services.
 - (2) Provide listings to all interested parties who requested copies of the bidding or proposing documents.
 - (3) Contact appropriate sources within your geographic area and State to identify qualified DBEs for placement on your minority and women's business listings.
 - (4) Utilize other DBE listings such as those of the State's Minority Business Office, the Small Business Administration, Minority Business Development Agency, US EPA- Office of Small Business Programs and the Department of Transportation.
 - (5) Have the State environmental agency personnel review this solicitation list.

- b. Assure that DBEs are solicited.
 - (1) Conduct meetings, conferences, and follow-ups with DBEs, small, minority and/or women's business associations, minority media, etc., to inform these groups of opportunities to provide supplies, services, and construction.
 - (2) MBE Utilization is facilitated if the recipient or prime contractor advertises through the minority media. Such advertisements may include, but are not limited to, contracting and subcontracting opportunities, hiring and employment, or any other matter related to the project.
 - (3) Conduct pre-bid, pre-solicitation, and post-award conferences to ensure that consultants, suppliers, and builders solicit DBEs.
 - (4) Provide bidders and offerors with listings of qualified DBEs and establish that a fair share of contracts/procurements should be awarded to these groups.
 - (5) Advertise in general circulation, trade publications, State agency publications of identified source, disadvantaged business focused media, etc., concerning contracting opportunities on your projects. Maintain a list of disadvantaged business-focused publications that may be utilized to solicit MBEs or WBEs.
 - (6) Provide interested DBEs with adequate information about plans, specifications, timing and other requirements of the proposed projects.
 - (7) Provide DBE trade organizations with succinct summaries of solicitations.
 - (8) Notify DBEs of future procurement opportunities so that they may establish bidding solicitations and procurement plans.
- c. Divide total requirements when economically feasible, into small tasks or quantities to permit maximum participation of DBEs.
 - (1) Perform an analysis to identify portions of work that can be divided and performed by qualified DBEs.
 - (2) Scrutinize the elements of the total project to develop economically feasible units of work that are within the bonding range of DBEs.
 - (3) Analyze bid packages for compliance with the good faith efforts to afford DBEs maximum participation.
- d. Establish delivery schedules, where requirements of the work permit, which will encourage participation by DBEs.
 - (1) Consider lead times and scheduling requirements often needed by DBE participation.
 - (2) Develop realistic delivery schedules which may provide for greater DBE participation.
- e. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the US Department of Commerce, as appropriate.
 - (1) Use the services of outreach programs sponsored by the Minority Business Development Agency and/or the Small Business Administration to recruit bona fide firms for placement on DBEs' bidders lists to assist these firms in the development of bid packaging.

- (2) Seek out Minority Business Development Centers (MBDCs) to assist recipients and prime contractors in identifying MBEs for potential work opportunities on this project.

D. ADDITIONAL CONTRACT PROVISIONS

1. The prime contractor must pay its subcontractors for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the owner.
2. The prime contractor must notify the owner in writing prior to any termination of a DBE subcontractor for convenience.
3. If a DBE subcontractor fails to complete work under the subcontract for any reason, the prime contractor must employ the good faith efforts if soliciting a replacement subcontractor, even if the fair share objectives have already been achieved.
4. Each procurement contract signed by an EPA financial recipient, including those for an identified loan under an EPA financial assistance agreement capitalizing a revolving loan fund, must include the following term and condition:

The contractor 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 40 CFR 33 in the award and administration of contracts awarded under EPA financial assistance agreements. 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 other legally available remedies.

E. REPORTING

1. Bidders/offerors shall demonstrate compliance with good faith efforts in order to be deemed responsible. To demonstrate compliance, the "DBE Subcontractor Solicitation Sheet" (pg. DBE - 6) shall be submitted as part of its bid or proposal package. Information shall be included for each DBE subcontractor contacted by the bidder/offeror, not just those used to meet the fair share objective.
2. The prime contractor must distribute DBE Program Subcontractor Participation Form (Form 6100-2) to all of its DBE subcontractors. The subcontractors can submit completed forms to the South Dakota Department of Agriculture and Natural Resources, Water Resources Assistance Program.
3. The prime contractor must have its DBE subcontractors complete DBE Program Subcontractor Performance Form (Form 6100-3) and should include completed forms in its bid or proposal package.
4. The prime contractor must complete DBE Program Subcontractor Utilization Form (Form 6100-4) which should be submitted as part of its bid or proposal package.
5. Form 6100-3 and Form 6100-4 must be submitted by the apparent low-bidder within ten calendar days of the bid opening. Failure to submit this information will be viewed as a non-responsive bid.

DBE SUBCONTRACTOR SOLICITATION INFORMATION

PROJECT NAME:

Subcontractor Name and Telephone Number	MBE or WBE	Description of Work Offered	Date of Phone Follow-up & Person Contacted	Amount of Bid or Reason for not Quoting	Bid Accepted or Rejected? Include Reason for Rejection

This information is true and correct to the best of my knowledge

This form shall be submitted as part of the contractor's bid.

Contractor Name, Address and Telephone Number _____

Signature _____ Title _____ Date _____

Disadvantaged Business Enterprise
Program DBE Subcontractor
Participation Form

NAME OF SUBCONTRACTOR¹	PROJECT NAME
ADDRESS	CONTRACT NO.
TELEPHONE NO.	EMAIL ADDRESS
PRIME CONTRACTOR NAME	

Please use the space below to report any concerns regarding the above SRF-funded project (e.g., reason for termination by prime contractor, late payment, etc.).

CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES RECEIVED FROM THE PRIME CONTRACTOR	AMOUNT SUBCONTRACTOR WAS PAID BY PRIME CONTRACTOR
Subcontractor Signature		
Title/Date		

¹Subcontractor is defined as a company, firm, Joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an SRF award of financial assistance.

**Disadvantaged Business Enterprise Program
DBE Subcontractor Performance Form**

NAME OF SUBCONTRACTOR¹		PROJECT NAME	
ADDRESS		BID/PROPOSAL NO.	
TELEPHONE NO.		E-MAIL ADDRESS	
PRIME CONTRACTOR NAME			
CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME	PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR	
Currently certified as an MBE or WBE under EPA's DBE Program? <input type="checkbox"/> Yes <input type="checkbox"/> No			
_____		_____	
Signature of Prime Contractor		Date	
_____		_____	
Print Name		Title	
_____		_____	
Signature of Subcontractor		Date	
_____		_____	
Print Name		Title	

¹Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an SRF award of financial assistance.

**Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form**

BID/PROPOSAL NO.	PROJECT NAME
NAME OF PRIME BIDDER/PROPOSER	E-MAIL ADDRESS
ADDRESS	
TELEPHONE NO.	FAX NO.

The following subcontractors will be used on this project :			
COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATED DOLLAR AMOUNT	TYPE OF FIRM? (Print MBE, WBE or None below)
I certify under penalty of perjury that the forgoing statements are true and correct. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302(c)			
_____ Signature of Prime Contractor		_____ Date	
_____ Print Name		_____ Title	

'Subcontractor is defined as a company firm, joint venture, or individual who enters into an agreement with a contractor to provide service, pursuant to an SRF award of financial assistance.

FORM 6 100-4 (DBE Subcontractor Utilization Form)

**EQUAL EMPLOYMENT OPPORTUNITY and AFFIRMATIVE ACTION REQUIREMENTS on
FEDERALLY ASSISTED CONSTRUCTION CONTRACTS**

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity

1. The Offer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment 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 as follows:

Goals for minority participation in each trade -	<u>1.2%</u>
(See Appendix A for goals by county)	
Goals for female participation in each trade -	<u>6.9%</u>

As used in this notice, and in the contract resulting from this solicitation, the "covered area" is Minnehaha County.

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 non-federally involved construction.

The Contractor's compliance with 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. 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 a 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 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 shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number for the subcontractor; employer identification number of the subcontractor; 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. A form is provided on page EEO - 7 that the contractor may use for this purpose.

This notice shall be included in, and shall be a part of, all solicitations for offers and bids on all federal and federally assisted construction contracts or subcontracts.

EQUAL OPPORTUNITY CLAUSES

The Equal Opportunity Clause published at 41 CFR Part 60-1.4(b) is required to be included in, and is part of, all nonexempt federally assisted construction contracts and subcontracts. The Equal Opportunity Clause shall be considered to be a part of every contract and subcontract required by the regulations in this part to include such a clause, whether or not it is physically incorporated in such contracts.

In addition to the clauses described above, all federal contracting officers, all applicants, and all non-construction contractors, as applicable, shall include the specifications set forth in this section in all federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to §60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of non-construction Federal contracts and subcontracts covered.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

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);
 - (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 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 (7)(a) 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 or from Federal procurement contracting officers. 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 or the regulations promulgated pursuant thereto.

6. In order for the non-working 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 unions have employment opportunities available, and maintain a record of the organizations' 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 such 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 therefor, along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions 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 areas 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 compiled under (7)(b) 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 on-site 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 contractor's EEO policy with other 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 non-segregated 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 supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7)(a) 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 (7)(a) through (p) of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has 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 goals 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 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 if a specific minority group of women is under-utilized).

10. The contractor shall not use the goals and timetables of 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.

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, 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.

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 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, helper, 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 the 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).

16. The contractor shall ensure compliance with all civil rights laws. These include but may not be limited to 1) Age Discrimination Act of 1975, 2) Section 13 of the FWPCA Amendments of 1972, 3) Section 504 of the Rehabilitation Act of 1973, and 4) Title VI of the Civil Rights Act of 1964.

APPENDIX A

GOALS FOR MINORITY PARTICIPATION ON EACH TRADE

Counties	Goal
Aurora, Beadle, Brookings, Brule, Charles Mix, Davison, Douglas, Gregory, Hand, Hanson, Hutchinson, Jerauld, Kingsbury, Lake, Lincoln (excluding Sioux Falls), McCook, Miner, Moody, Sanborn, Turner	0.8
Bon Homme, Clay, Minnehaha (including all of Sioux Falls), Union, Yankton	1.2
Brown, Clark, Codington, Day, Deuel, Edmunds, Faulk, Grant, Hamlin, McPherson, Marshall, Roberts, Spink	1.3
Meade, Pennington	3.4
Bennett, Buffalo, Butte, Campbell, Corson, Custer, Dewey, Fall River, Haakon, Harding, Hughes, Hyde, Jackson, Jones, Lawrence, Lyman, Mellette, Perkins, Potter, Shannon, Stanley, Sully, Todd, Tripp, Walworth, Ziebach	7.9

CONTRACTOR'S NAME, ADDRESS & TELEPHONE NUMBER

Return to:

Joan Ford, Regional Director
 US Department of Labor
 Federal Building, Room 840
 525 South Griffin St.
 Dallas, TX 75202

Contractor Employer ID Number: _____

CONTRACT INFORMATION

PROJECT AND LOCATION:

PROJECT AND LOCATION:			
Dollar Amount of Contract	Estimated Start Date	Estimated Completion Date	Geographical Area (County, State)

NOTIFICATION OF SUBCONTRACTS AWARDED (>\$10,000)

Subcontractor's Name Address, and Phone Number	Employer ID Number of Subcontractor	Estimated \$ Amount of Subcontract	Estimated Start Date	Estimated Completion Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. INSTRUCTIONS

Under Executive Order 12549, an individual or organization debarred or excluded from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program, or a sub-agreement thereunder for \$25,000 or more. The status of prospective individuals or organizations can be checked at:

<http://epls.arnet.gov/>

Accordingly, each prospective recipient of an EPA grant, loan, or cooperative agreement and any contract or sub-agreement participant thereunder must complete the attached certification or provide an explanation why they cannot complete the certification. For further details, see 40 CFR 32.510, Participants Responsibilities.

B. WHERE TO SUBMIT

A prospective prime contractor must submit a completed certification or explanation to the project owner for the project. Each prospective subcontractor must submit a completed certification or explanation to the prime contractor for the project.

C. HOW TO OBTAIN FORMS

This form may be reproduced as necessary. If needed, additional forms may be obtained from the Department of Agriculture and Natural Resources.

SRF Project Number

United States Environmental Protection Agency
Washington, DC 20460

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement 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;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) 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.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

_____ I am unable to certify to the above statements. My explanation is attached.

PROHIBITION AGAINST LISTED VIOLATED FACILITIES

A. REQUIREMENTS

- (1) To comply with all the requirements of section 114 of the Clean Air Act, as amended (42 U.S.C. 1857, et seq., as amended by Pub. L. 92-604) and section 308 of the Clean Water Act (33 U.S.C. 1251, as amended), respectively, which relate to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
- (2) That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency list of violating facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from the listing.
- (3) That the best efforts to comply with clean air and clean water standards at the facilities in which the contract is being performed.
- (4) To insert the substance of the provisions of this clause, including this paragraph (4), in any nonexempt subcontract.

B. DEFINITIONS

- (1) Air Act means the Clean Air Act, as amended (42 U.S.C. 1857 et seq.).
- (2) Water Act means the Clean Water Act, as amended (33 U.S.C. 1251 et seq.).
- (3) Clean Air Standards means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110 (d) of the Air Act (42 U.S.C. 1857c-5(d)), an approved implementation procedure or plan under section 111 (c) or section 111(d), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- (4) Clean Water Standards means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated under the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by a local government to ensure compliance with pretreatment regulations as required by section 307 of Water Act (33 U.S.C. 1317).
- (5) Compliance means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency in accordance with the requirements of the Air Act or Water Act and regulations.
- (6) Facility means any building, plant, installation, structure, mine, vessel, or other floating craft, location, or site of operations, owned, leased, or supervised by a contractor or subcontractor, to be used in the performance of a contract or subcontract. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are located in one geographical area.

WILLIAMS-STEIGER OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A. AUTHORITY

- (1) The contractor is subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970.
- (2) These construction documents and the joint and several phases of construction hereby contemplated are to be governed, at all times, by applicable provisions of the Federal law(s) , including but not limited to the latest amendment of the following:
 - a. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 94-596;
 - b. Part 1910 - Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations;
 - c. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations.

B. SAFETY AND HEALTH PROGRAM REQUIREMENTS

- (1) This project, its prime contractor and its subcontractors, shall at all times be governed by Chapter XVII of Title 29, Code of Federal Regulations, Part 1926 - Safety and Health Regulations for Construction (29 CFR 22801), as amended to date.
- (2) To implement the program and to provide safe and healthful working conditions for all persons, general project safety meetings will be conducted at the site at least once each month during the course of construction, by the construction superintendent or his/her designated safety officer. Notice of such meeting shall be issued not less than three (3) days prior, stating the exact time, location, and agenda to be included. Attendance by the owner, architect, general foreman, shop steward(s), and trades, or their designated representatives, witnessed in writing as such, shall be mandatory.
- (3) To further implement the program, each trade shall conduct a short gang meeting, not less than once a week, to review project safety requirements mandatory for all persons during the coming week. The gang foreman shall report the agenda and specific items covered to the project superintendent, who shall incorporate these items in his/her daily log or report.
- (4) The prime contractor and all subcontractors shall immediately report all accidents, injuries, or health hazards to the owner and architect, or their designated representatives, in writing. This shall not obviate any mandatory reporting under the provisions of the Occupational Safety and Health Act of 1970.
- (5) This program shall become a part of the contract documents and the contract between the owner and prime contractor, prime contractor and all subcontractors, as though fully written therein.

DISCOVERY OF ARCHAEOLOGICAL AND OTHER HISTORICAL ITEMS

In the event of an archaeological find during any phase of construction, the following procedure will be followed:

- (1) Construction shall be halted, with as little disruption to the archaeological site as possible.
- (2) The Contractor shall notify the Owner who shall contact the State Historical Preservation Officer.
- (3) The State Historical Preservation Officer may decide to have an archaeologist inspect the site and make recommendations about the steps needed to protect the site, before construction is resumed.
- (4) The entire event should be handled as expediently as possible in order to hold the loss in construction time to a minimum while still protecting archaeological finds.

A similar procedure should be followed with regard to more recent historical resources. Should any artifacts, housing sites, etc., be uncovered, the same procedure should be followed as for an archaeological find.

In the event archaeological/historical data are evaluated to meet National Register criteria, the Advisory Council on Historic Preservation may be notified and asked to comment by the South Dakota Department of Agriculture and Natural Resources.

DAVIS-BACON AND RELATED ACTS

LABOR STANDARDS

Contractors performing work on construction projects which have been provided assistance through the State Revolving Fund must fulfill the requirements of the Labor Standards Provisions for federally assisted construction contracts. These standards are located at the end of this section.

WEEKLY CONTRACTOR PAYROLLS

Each week as work progresses, the contractor must submit to the Owner a copy of all weekly payrolls and required attachments stipulated therein. Sample suggested payrolls may be obtained from the Owner upon request. All weekly payrolls shall contain or have attached the following:

1. Name of each employee and the last four digits of the social security number.
2. Classification of employees (same as shown on wage determination).
3. Rate of pay not less than that shown on the wage determination.
4. Hours worked each day and total for each week for each employee.
5. All deductions made.
6. Net amount paid to employee.
7. The following certification:

"I certify that the payroll is correct and complete, that the wage rates contained therein are not less than the applicable rates contained in the Wage Determination decision of the Secretary of Labor and that the classification set forth for each laborer or mechanic conform with the work he performs."

(Signature)

(Title)

COMPLIANCE WITH THE COPELAND (ANTI-KICKBACK) ACT

The following anti-kickback statement must be submitted with each set of weekly payrolls:

"I, (name of signatory party), (title), do hereby state: That I pay or supervise the payment of the persons employed by (contractor or subcontractor) on the (work or building); that during the payroll period commencing on the _____ day of _____, 20____, and ending the _____ day of _____, 20____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly from the full weekly wages earned by any person, other than permissible deductions, as defined in Regulations, Part 3 (CFR Part 3) issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948; 63 Stat. 108; 72 Stat. 967; and 40 U.S.C. 276c), and described below: (Paragraph describing deductions, if any)"

(Signature)

(Title)

All prime contractors shall include the wage determination and all the labor standards provisions in all subcontracts as herein specified.

The Contractor shall make employment records available for inspection by authorized representatives of the State of South Dakota and the Department of Labor, and will permit employees to be interviewed during working hours by these representatives. Payroll records will be maintained during the course of the work by the Prime Contractor, including a copy of the payroll of each Subcontractor and they shall be preserved for a period of three years thereafter.

Each monthly engineering estimate must be accompanied by the following certificate executed by each Prime Contractor employing mechanics and laborers at the site on work in which the Federal government is to participate:

Principal Contractor _____

Project Name _____

Project No. _____

I, _____, as official representative of the above named principal contractor do hereby certify as follows:

- All Labor Standards Requirements have been fulfilled by principal contractor and all subcontractors under this contract; or
- There is an honest dispute regarding the required provisions.

Explanation: _____

(Signature) (Title)

In the event of a violation of the Labor Standards provisions of the contract by the Prime Contractor or any Subcontractor, the owner may, after notice to the Contractor, suspend further payments or proceed to terminate the contract as provided in the Labor Standards section of the Contract.

FEDERAL LABOR STANDARDS PROVISIONS

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A.1 Minimum Wages

(i) 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 payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act(29CFR 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 29 CFR 5.5(a)(1)(iv); 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 Part 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 29 CFR Part 5.5(a)(1)(ii) 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.

(ii)(a) Any class of laborers or mechanics 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. EPA shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and EPA or its designee 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 EPA or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise EPA or its designee or will notify EPA or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)
- (c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and EPA or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), EPA or its designee shall refer the questions, including the views of all interested parties and the recommendation of EPA or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise EPA or its designee or will notify EPA or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control Number 1215-0140.)
- (d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, 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.
- (iii) 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.
- (iv) 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding.

EPA or its designee 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, EPA or its designee may, after written notice to the contractor, sponsor, applicant, or owner, 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. EPA or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. Payrolls and basic records

(i) Basic records relating thereto shall be maintained by the contractor during the course of the work 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 there 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. Certified weekly payrolls shall contain the name and last four digits of the social security number. 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 the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB control Numbers 1215-0140 and 1215-0017.)

(ii)(a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to EPA or its designee if the agency is a party to the contract, but if the agency is not such party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to EPA or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of management and Budget under OMB Control Number 1215-0149.)

(b) 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:

That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.59(a)(3)(i) and that such information is correct and complete;

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 29 CFR Part 3.

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.

- (c) 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 A.3(ii)(b) of this section.
- (d) 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.
- (iii) The contractor or subcontractor shall make the records required under paragraph A.3(i) of this section available for inspection, copying, or transcription by authorized representatives of EPA or its designee 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, EPA or its designee may, after written notice to the contractor, sponsor, applicant, or owner, 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 Part 5.12.

4. **Apprentices and trainees.**

- (i) **Apprentices.** 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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, 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 Bureau of Apprenticeship and Training 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 prevail for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, 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.

(ii) **Trainees.** 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 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.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal and employment opportunity requirements of executive order 11246, as amended, and 29 CFR Part 30.

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 will insert in any subcontracts the clauses contained in 29 CFR 5.5 (a)(1) through (10) and such other clauses as EPA or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses 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 Part 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 EPA or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. **Certification of Eligibility**

(i). 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) or to be awarded EPA contracts or participate in EPA programs pursuant to 24 CFR Part 24.

(ii) 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) or to be awarded EPA contracts or participate in EPA programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part "Whoever, for the purpose of...influencing in any way the action of such Administration...makes, utters or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years or both."

11. **Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. **Contract Work Hours and Safety Standards Act.** As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

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, whichever is greater.

Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore 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 subparagraph (1) of this paragraph 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 subparagraph (1) of this paragraph.

Withholding for unpaid wages and liquidated damages. EPA or its designee 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 contract 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 subparagraph (2) of this paragraph.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph 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 subparagraphs (1) through (4) of this paragraph.

C. **Health and Safety**

No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54,83 Stat.96).

The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Administrator of Agriculture and Natural Resources or the Secretary of Labor shall direct as a means of enforcing such provisions.



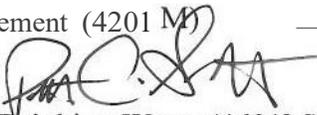
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

MARCH 20 2014

OFFICE OF WATER

MEMORANDUM

SUBJECT: Implementation of American Iron and Steel provisions of P.L. 113-76, Consolidated Appropriations Act, 2014

FROM: (Andrew D. Sawyers, Director
Office of Wastewater Management (4201 M) _____
Peter C. Grevatt, Director 
Office of Ground Water and Drinking Water (4601M)

TO: Water Management Division Directors
Regions I- X

P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an "American Iron and Steel (AIS)" requirement in section 436 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act), through the end of Federal Fiscal Year 2014.

Section 436 also sets forth certain circumstances under which EPA may waive the AIS requirement. Furthermore, the Act specifically exempts projects where engineering plans and specifications were approved by a State agency prior to January 17, 2014.

The approach described below explains how EPA will implement the AIS requirement. The first section is in the form of questions and answers that address the types of projects that must comply with the AIS requirement, the types of products covered by the AIS requirement, and compliance. The second section is a step-by-step process for requesting waivers and the circumstances under which waivers may be granted.

Implementation

The Act states:

Sec. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the “Administrator”) finds that—

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out

the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.

The following questions and answers provide guidance for implementing and complying with the AIS requirements:

Project Coverage

1) What classes of projects are covered by the AIS requirement?

All treatment works projects funded by a CWSRF assistance agreement, and all public water system projects funded by a DWSRF assistance agreement, from the date of enactment through the end of Federal Fiscal Year 2014, are covered. The AIS requirements apply to the entirety of the project, no matter when construction begins or ends. Additionally, the AIS requirements apply to all parts of the project, no matter the source of funding.

2) Does the AIS requirement apply to nonpoint source projects or national estuary projects?

No. Congress did not include an AIS requirement for nonpoint source and national estuary projects unless the project can also be classified as a 'treatment works' as defined by section 212 of the Clean Water Act.

3) Are any projects for the construction, alteration, maintenance, or repair of a public water system or treatment works excluded from the AIS requirement?

Any project, whether a treatment works project or a public water system project, for which engineering plans and specifications were approved by the responsible state agency prior to January 17, 2014, is excluded from the AIS requirements.

4) What if the project does not have approved engineering plans and specifications but has signed an assistance agreement with a CWSRF or DWSRF program prior to January 17, 2014?

The AIS requirements do not apply to any project for which an assistance agreement was signed prior to January 17, 2014.

5) What if the project does not have approved engineering plans and specifications, but bids were advertised prior to January 17, 2014 and an assistance agreement was signed after January 17, 2014?

If the project does not require approved engineering plans and specifications, the bid advertisement date will count in lieu of the approval date for purposes of the exemption in section 436(f).

6) What if the assistance agreement that was signed prior to January 17, 2014, only funded a part of the overall project, where the remainder of the project will be funded later with another SRF loan?

If the original assistance agreement funded any construction of the project, the date of the original assistance agreement counts for purposes of the exemption. If the original assistance agreement was only for planning and design, the date of that assistance agreement will count for purposes of the exemption only if there is a written commitment or expectation on the part of the assistance recipient to fund the remainder of the project with SRF funds.

7) What if the assistance agreement that was signed prior to January 17, 2014, funded the first phase of a multi-phase project, where the remaining phases will be funded by SRF assistance in the future?

In such a case, the phases of the project will be considered a single project if all construction necessary to complete the building or work, regardless of the number of contracts or assistance agreements involved, are closely related in purpose, time and place. However, there are many situations in which major construction activities are clearly undertaken in phases that are distinct in purpose, time, or place. In the case of distinct phases, projects with engineering plans and specifications approval or assistance agreements signed prior to January 17, 2014 would be excluded from AIS requirements while those approved/signed on January 17, 2014, or later would be covered by the AIS requirements.

8) What if a project has split funding from a non-SRF source?

Many States intend to fund projects with “split” funding, from the SRF program and from State or other programs. Based on the Act language in section 436, which requires that American iron and steel products be used in any project for the construction, alteration, maintenance, or repair of a public water system or treatment works receiving SRF funding between and including January 17, 2014 and September 30, 2014, any project that is funded in whole or in part with such funds must comply with the AIS requirement. A “project” consists of all construction necessary to complete the building or work regardless of the number of contracts or assistance agreements involved so long as all contracts and assistance agreements awarded are closely related in purpose, time and place. This precludes the intentional splitting of SRF projects into separate and smaller contracts or assistance agreements to avoid AIS coverage on some portion of a

larger project, particularly where the activities are integrally and proximately related to the whole. However, there are many situations in which major construction activities are clearly undertaken in separate phases that are distinct in purpose, time, or place, in which case, separate contracts or assistance agreement for SRF and State or other funding would carry separate requirements.

9) What about refinancing?

If a project began construction, financed from a non-SRF source, prior to January 17, 2014, but is refinanced through an SRF assistance agreement executed on or after January 17, 2014 and prior to October 1, 2014, AIS requirements will apply to all construction that occurs on or after January 17, 2014, through completion of construction, unless, as is likely, engineering plans and specifications were approved by a responsible state agency prior to January 17, 2014. There is no retroactive application of the AIS requirements where a refinancing occurs for a project that has completed construction prior to January 17, 2014.

10) Do the AIS requirements apply to any other EPA programs, besides the SRF program, such as the Tribal Set-aside grants or grants to the Territories and DC?

No, the AIS requirement only applies to funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12)

Covered Iron and Steel Products

11) What is an iron or steel product?

For purposes of the CWSRF and DWSRF projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works:

- Lined or unlined pipes or fittings;
- Manhole Covers;
- Municipal Castings (defined in more detail below);
- Hydrants;
- Tanks;
- Flanges;
- Pipe clamps and restraints;
- Valves;
- Structural steel (defined in more detail below);
- Reinforced precast concrete; and
- Construction materials (defined in more detail below).

12) What does the term ‘primarily iron or steel’ mean?

‘Primarily iron or steel’ places constraints on the list of products above. For one of the listed products to be considered subject to the AIS requirements, it must be made of greater than 50% iron or steel, measured by cost. The cost should be based on the material costs.

13) Can you provide an example of how to perform a cost determination?

For example, the iron portion of a fire hydrant would likely be the bonnet, body and shoe, and the cost then would include the pouring and casting to create those components. The other material costs would include non-iron and steel internal workings of the fire hydrant (i.e., stem, coupling, valve, seals, etc). However, the assembly of the internal workings into the hydrant body would not be included in this cost calculation. If one of the listed products is not made primarily of iron or steel, United States (US) provenance is not required. An exception to this definition is reinforced precast concrete, which is addressed in a later question.

14) If a product is composed of more than 50% iron or steel, but is not listed in the above list of items, must the item be produced in the US? Alternatively, must the iron or steel in such a product be produced in the US?

The answer to both question is no. Only items on the above list must be produced in the US. Additionally, the iron or steel in a non-listed item can be sourced from outside the US.

15) What is the definition of steel?

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel and other specialty steels.

16) What does ‘produced in the United States’ mean?

Production in the United States of the iron or steel products used in the project requires that all manufacturing processes, including application of coatings, must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the

material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin.

17) Are the raw materials used in the production of iron or steel required to come from US sources?

No. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-US sources.

18) If an above listed item is primarily made of iron or steel, but is only at the construction site temporarily, must such an item be produced in the US?

No. Only the above listed products made primarily of iron or steel, permanently incorporated into the project must be produced in the US. For example trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. Iron or Steel.

19) What is the definition of ‘municipal castings’?

Municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings are:

- Access Hatches;
- Ballast Screen;
- Benches (Iron or Steel);
- Bollards;
- Cast Bases;
- Cast Iron Hinged Hatches, Square and Rectangular;
- Cast Iron Riser Rings;
- Catch Basin Inlet;
- Cleanout/Monument Boxes;
- Construction Covers and Frames;
- Curb and Corner Guards;
- Curb Openings;
- Detectable Warning Plates;
- Downspout Shoes (Boot, Inlet);
- Drainage Grates, Frames and Curb Inlets;
- Inlets;
- Junction Boxes;
- Lampposts;
- Manhole Covers, Rings and Frames, Risers;

Meter Boxes;
Service Boxes;
Steel Hinged Hatches, Square and Rectangular;
Steel Riser Rings;
Trash receptacles;
Tree Grates;
Tree Guards;
Trench Grates; and
Valve Boxes, Covers and Risers.

20) What is ‘structural steel’?

Structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zees. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

21) What is a ‘construction material’ for purposes of the AIS requirement?

Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered “structural steel”. This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

22) What is not considered a ‘construction material’ for purposes of the AIS requirement?

Mechanical and electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system.

The following examples (including their appurtenances necessary for their intended use and operation) are NOT considered construction materials: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and

data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters, heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

23) If the iron or steel is produced in the US, may other steps in the manufacturing process take place outside of the US, such as assembly?

No. Production in the US of the iron or steel used in a listed product requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.

24) What processes must occur in the US to be compliant with the AIS requirement for reinforced precast concrete?

While reinforced precast concrete may not be at least 50% iron or steel, in this particular case, the reinforcing bar and wire must be produced in the US and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the US. The cement and other raw materials used in concrete production are not required to be of domestic origin.

If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered to be a construction material and must be produced in the US.

Compliance

25) How should an assistance recipient document compliance with the AIS requirement?

In order to ensure compliance with the AIS requirement, specific AIS contract language must be included in each contract, starting with the assistance agreement, all the way down to the purchase agreements. Sample language for assistance agreements and contracts can be found in Appendix 3 and 4.

EPA recommends the use of a step certification process, similar to one used by the Federal Highway Administration. The step certification process is a method to ensure that producers adhere to the AIS requirement and assistance recipients can verify that products comply with the AIS requirement. The process also establishes accountability and better enables States to take enforcement actions against violators.

Step certification creates a paper trail which documents the location of the manufacturing process involved with the production of steel and iron materials. A step certification is a process under which each handler (supplier, fabricator, manufacturer,

processor, etc) of the iron and steel products certifies that their step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin. A certification can be quite simple. Typically, it includes the name of the manufacturer, the location of the manufacturing facility where the product or process took place (not its headquarters), a description of the product or item being delivered, and a signature by a manufacturer's responsible party. Attached, as Appendix 5, are sample certifications. These certifications should be collected and maintained by assistance recipients.

Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or contractor, may provide a certification asserting that all manufacturing processes occurred in the US. While this type of certification may be acceptable, it may not provide the same degree of assurance. Additional documentation may be needed if the certification is lacking important information. Step certification is the best practice.

26) How should a State ensure assistance recipients are complying with the AIS requirement?

In order to ensure compliance with the AIS requirement, States SRF programs must include specific AIS contract language in the assistance agreement. Sample language for assistance agreements can be found in Appendix 3.

States should also, as a best practice, conduct site visits of projects during construction and review documentation demonstrating proof of compliance which the assistance recipient has gathered.

27) What happens if a State or EPA finds a non-compliant iron and/or steel product permanently incorporated in the project?

If a potentially non-compliant product is identified, the State should notify the assistance recipient of the apparent unauthorized use of the non-domestic component, including a proposed corrective action, and should be given the opportunity to reply. If unauthorized use is confirmed, the State can take one or more of the following actions: request a waiver where appropriate; require the removal of the non-domestic item; or withhold payment for all or part of the project. Only EPA can issue waivers to authorize the use of a non-domestic item. EPA may use remedies available to it under the Clean Water Act, the Safe Drinking Water Act, and 40 CFR part 31 grant regulations, in the event of a violation of a grant term and condition.

It is recommended that the State work collaboratively with EPA to determine the appropriate corrective action, especially in cases where the State is the one who identifies the item in noncompliance or there is a disagreement with the assistance recipient.

If fraud, waste, abuse, or any violation of the law is suspected, the Office of Inspector General (OIG) should be contacted immediately. The OIG can be reached at 1-

888-546-8740 or OIG_Hotline@epa.gov. More information can be found at this website: <http://www.epa.gov/oig/hotline.htm>.

28) How do international trade agreements affect the implementation of the AIS requirements?

The AIS provision applies in a manner consistent with United States obligations under international agreements. Typically, these obligations only apply to direct procurement by the entities that are signatories to such agreements. In general, SRF assistance recipients are not signatories to such agreements, so these agreements have no impact on this AIS provision. In the few instances where such an agreement applies to a municipality, that municipality is under the obligation to determine its applicability and requirements and document the actions taken to comply for the State.

Waiver Process

The statute permits EPA to issue waivers for a case or category of cases where EPA finds (1) that applying these requirements would be inconsistent with the public interest; (2) iron and steel products are not produced in the US in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron and steel products produced in the US will increase the cost of the overall project by more than 25 percent.

In order to implement the AIS requirements, EPA has developed an approach to allow for effective and efficient implementation of the waiver process to allow projects to proceed in a timely manner. The framework described below will allow States, on behalf of the assistance recipients, to apply for waivers of the AIS requirement directly to EPA Headquarters. Only waiver requests received from states will be considered. Pursuant to the Act, EPA has the responsibility to make findings as to the issuance of waivers to the AIS requirements.

Definitions

The following terms are critical to the interpretation and implementation of the AIS requirements and apply to the process described in this memorandum:

Reasonably Available Quantity: The quantity of iron or steel products is available or will be available at the time needed and place needed, and in the proper form or specification as specified in the project plans and design.

Satisfactory Quality: The quality of iron or steel products, as specified in the project plans and designs.

Assistance Recipient: A borrower or grantee that receives funding from a State CWSRF or DWSRF program.

Step-By-Step Waiver Process

Application by Assistance Recipient

Each local entity that receives SRF water infrastructure financial assistance is required by section 436 of the Act to use American made iron and steel products in the construction of its project. However, the recipient may request a waiver. Until a waiver is granted by EPA, the AIS requirement stands, except as noted above with respect to municipalities covered by international agreements.

The waiver process begins with the SRF assistance recipient. In order to fulfill the AIS requirement, the assistance recipient must in good faith design the project (where applicable) and solicit bids for construction with American made iron and steel products. It is essential that the assistance recipient include the AIS terms in any request for proposals or solicitations for bids, and in all contracts (see Appendix 3 for sample construction contract language). The assistance recipient may receive a waiver at any point before, during, or after the bid process, if one or more of three conditions is met:

1. Applying the American Iron and Steel requirements of the Act would be inconsistent with the public interest;
2. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
3. Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Proper and sufficient documentation must be provided by the assistance recipient. A checklist detailing the types of information required for a waiver to be processed is attached as Appendix 1.

Additionally, it is strongly encouraged that assistance recipients hold pre-bid conferences with potential bidders. A pre-bid conference can help to identify iron and steel products needed to complete the project as described in the plans and specifications that may not be available from domestic sources. It may also identify the need to seek a waiver prior to bid, and can help inform the recipient on compliance options.

In order to apply for a project waiver, the assistance recipient should email the request in the form of a Word document (.doc) to the State SRF program. It is strongly recommended that the State designate a single person for all AIS communications. The State SRF designee will review the application for the waiver and determine whether the necessary information has been included. Once the waiver application is complete, the State designee will forward the application to either of two email addresses. For CWSRF waiver requests, please send the application to: cwsrfwaiver@epa.gov. For DWSRF waiver requests, please send the application to: dwsrfwaiver@epa.gov.

Evaluation by EPA

After receiving an application for waiver of the AIS requirements, EPA Headquarters will publish the request on its website for 15 days and receive informal comment. EPA Headquarters will then use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver.

In the event that EPA finds that adequate documentation and justification has been submitted, the Administrator may grant a waiver to the assistance recipient. EPA will notify the State designee that a waiver request has been approved or denied as soon as such a decision has been made. Granting such a waiver is a three-step process:

1. Posting – After receiving an application for a waiver, EPA is required to publish the application and all material submitted with the application on EPA’s website for 15 days. During that period, the public will have the opportunity to review the request and provide informal comment to EPA. The website can be found at: http://water.epa.gov/grants_funding/aisrequirement.cfm
2. Evaluation – After receiving an application for waiver of the AIS requirements, EPA Headquarters will use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver.
3. Signature of waiver approval by the Administrator or another agency official with delegated authority – As soon as the waiver is signed and dated, EPA will notify the State SRF program, and post the signed waiver on our website. The assistance recipient should keep a copy of the signed waiver in its project files.

Public Interest Waivers

EPA has the authority to issue public interest waivers. Evaluation of a public interest waiver request may be more complicated than that of other waiver requests so they may take more time than other waiver requests for a decision to be made. An example of a public interest waiver that might be issued could be for a community that has standardized on a particular type or manufacturer of a valve because of its performance to meet their specifications. Switching to an alternative valve may require staff to be trained on the new equipment and additional spare parts would need to be purchased and stocked, existing valves may need to be unnecessarily replaced, and portions of the system may need to be redesigned. Therefore, requiring the community to install an alternative valve would be inconsistent with public interest.

EPA also has the authority to issue a public interest waiver that covers categories of products that might apply to all projects.

EPA reserves the right to issue national waivers that may apply to particular classes of assistance recipients, particular classes of projects, or particular categories of iron or steel products. EPA may develop national or (US geographic) regional categorical waivers through the identification of similar circumstances in the detailed justifications presented to EPA in a waiver request or requests. EPA may issue a national waiver based on policy decisions regarding the public's interest or a determination that a particular item is not produced domestically in reasonably available quantities or of a sufficient quality. In such cases, EPA may determine it is necessary to issue a national waiver.

If you have any questions concerning the contents of this memorandum, you may contact us, or have your staff contact Jordan Dorfman, Attorney-Advisor, State Revolving Fund Branch, Municipal Support Division, at dorfman.jordan@epa.gov or (202) 564-0614 or Kiri Anderer, Environmental Engineer, Infrastructure Branch, Drinking Water Protection Division, at anderer.kirsten@epa.gov or (202) 564-3134.

Attachments

Appendix 1: Information Checklist for Waiver Request

The purpose of this checklist is to help ensure that all appropriate and necessary information is submitted to EPA. EPA recommends that States review this checklist carefully and provide all appropriate information to EPA. This checklist is for informational purposes only and does not need to be included as part of a waiver application.

General	Items	No
<ul style="list-style-type: none"> • Waiver request includes the following information: <ul style="list-style-type: none"> — Description of the foreign and domestic construction materials — Unit of measure — Quantity — Price — Time of delivery or availability — Location of the construction project — Name and address of the proposed supplier — A detailed justification for the use of foreign construction materials • Waiver request was submitted according to the instructions in the memorandum • Assistance recipient made a good faith effort to solicit bids for domestic iron and steel products, as demonstrated by language in requests for proposals, contracts, and communications with the prime contractor 	<input type="checkbox"/>	<input type="checkbox"/>
<p>Cost Waiver Requests</p> <ul style="list-style-type: none"> • Waiver request includes the following information: <ul style="list-style-type: none"> — Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products — Relevant excerpts from the bid documents used by the contractors to complete the comparison — Supporting documentation indicating that the contractor made a reasonable survey of the market, such as a description of the process for identifying suppliers and a list of contacted suppliers 		
<p>Availability Waiver Requests</p> <ul style="list-style-type: none"> • Waiver request includes the following supporting documentation necessary to demonstrate the availability, quantity, and/or quality of the materials for which the waiver is requested: <ul style="list-style-type: none"> — Supplier information or pricing information from a reasonable number of domestic suppliers indicating availability/delivery date for construction materials — Documentation of the assistance recipient's efforts to find available domestic sources, such as a description of the process for identifying suppliers and a list of contacted suppliers. — Project schedule — Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of construction materials • Waiver request includes a statement from the prime contractor and/or supplier confirming the non-availability of the domestic construction materials for which the waiver is sought • Has the State received other waiver requests for the materials described in this waiver request, for comparable projects? 		

Appendix 2: HQ Review Checklist for Waiver Request

Instructions: To be completed by EPA. Review all waiver requests using the questions in the checklist, and mark the appropriate box as Yes, No or N/A. Marks that fall inside the shaded boxes may be grounds for denying the waiver. If none of your review markings fall into a shaded box, the waiver is eligible for approval if it indicates that one or more of the following conditions applies to the domestic product for which the waiver is sought:

1. The iron and/or steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality.
2. The inclusion of iron and/or steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Review Items	Yes	No	N/A	Comments
<p>Cost Waiver Requests</p> <ul style="list-style-type: none"> • Does the waiver request include the following information? <ul style="list-style-type: none"> — Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products — Relevant excerpts from the bid documents used by the contractors to complete the comparison — A sufficient number of bid documents or pricing information from domestic sources to constitute a reasonable survey of the market • Does the Total Domestic Project exceed the Total Foreign Project Cost by more than 25%? 				
<p>Availability Waiver Requests</p> <ul style="list-style-type: none"> • Does the waiver request include supporting documentation sufficient to show the availability, quantity, and/or quality of the iron and/or steel product for which the waiver is requested? <ul style="list-style-type: none"> — Supplier information or other documentation indicating availability/delivery date for materials — Project schedule — Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of materials • Does supporting documentation provide sufficient evidence that the contractors made a reasonable effort to locate domestic suppliers of materials, such as a description of the process for identifying suppliers and a list of contacted suppliers? • Based on the materials delivery/availability date indicated in the supporting documentation, will the materials be unavailable when they are needed according to the project schedule? (By item, list schedule date and domestic delivery quote date or other relevant information) • Is EPA aware of any other evidence indicating the non-availability of the materials for which the waiver is requested? <p>Examples include:</p> <ul style="list-style-type: none"> — Multiple waiver requests for the materials described in this waiver request, for comparable projects in the same State — Multiple waiver requests for the materials described in this waiver request, for comparable projects in other States — Correspondence with construction trade associations indicating the non-availability of the materials • Are the available domestic materials indicated in the bid documents of inadequate quality compared those required by the project plans, specifications, and/or permits? 				

Appendix 3: Example Loan Agreement Language

ALL ASSISTANCE AGREEMENT MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE AIS REQUIREMENT. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN SRF ASSISTANCE AGREEMENTS. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE LAW:

Comply with all federal requirements applicable to the Loan (including those imposed by the 2014 Appropriations Act and related SRF Policy Guidelines) which the Participant understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States (“American Iron and Steel Requirement”) unless (i) the Participant has requested and obtained a waiver from the Agency pertaining to the Project or (ii) the Finance Authority has otherwise advised the Participant in writing that the American Iron and Steel Requirement is not applicable to the Project.

Comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency or the Finance Authority such as performance indicators of program deliverables, information on costs and project progress. The Participant understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Bonds and/or other remedial actions.

Appendix 4: Sample Construction Contract Language

ALL CONTRACTS MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE AIS REQUIREMENT. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN ALL CONTRACTS IN PROJECTS THAT USE SRF FUNDS. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE OR LOCAL LAW:

The Contractor acknowledges to and for the benefit of the City of _____ (“Purchaser”) and the _____ (the “State”) that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as “American Iron and Steel;” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

Appendix 5: Sample Certifications

The following information is provided as a sample letter of **step** certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company

Address City,

State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

The following information is provided as a sample letter of certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. XXXX
2. XXXX
3. XXXX

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

AMERICAN IRON AND STEEL CERTIFICATION

1. Identification of American-made Iron and Steel: Consistent with the terms of the Borrower's bid solicitation and the provisions of the Consolidated Appropriations Act of 2014 ("Omnibus Spending Bill"), Section 436, the Bidder certifies that this bid reflects the Bidder's best, good faith to identify domestic sources of iron and steel for all iron and steel products contained in the bid solicitation where such American-made products are available on the schedule and consistent with the deadlines prescribed in or required by the bid solicitation.
2. Verification of U.S. Production: The Bidder certifies that all iron and steel products contained in the bid solicitation that are American-made have been so identified, and if this bid is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the Borrower of the U.S. production of each iron and steel product so identified through the completion of the step certification process.
3. The Bidder is responsible for submitting certified product information to the assistance recipient. Utilization of the step certification process is strongly encouraged. This process requires that each handler (supplier, fabricator, manufacturer, processor, etc.) of the iron and steel products certifies that their step in the process was domestically performed and provides a letter of certification from each supplier/fabricator on transfer of intermediate product. Step certification creates a paper trail which documents the location of the manufacturing process involved with the production of steel and iron materials. An example certification letter can be found in Appendix 5 of the American Iron and Steel Provisions in the SRF General Conditions.
4. The American Iron and Steel provision applies in a manner consistent with United States obligations under international agreements. Typically, these obligations only apply to direct procurement by the entities that are signatory to such agreements. State Revolving Fund assistance recipients are not signatories to such agreements, so these agreements have no impact on the American Iron and Steel provision. Claims from suppliers that the American Iron and Steel provision does not apply to certain products based on the International Trade Agreement exemptions of the Consolidated Appropriations Act of 2014 will not be accepted.
5. Documentation Regarding Non-American-made Iron or Steel: The Bidder certifies that for any iron and steel product that is not American-made and is so identified in this bid, the Bidders has included in or attached to this bid the following, as applicable:
 - a. Identification of and citation to a national waiver published by the U.S. Environmental Protection Agency on the official public Internet Web site of the Environmental Protection Agency that is applicable to such iron and steel product, and an analysis that supports its applicability to the iron and steel product;
 - b. Verifiable documentation sufficient to the Borrower that the waiver request process has been initiated. The assistance recipient may receive a waiver at any point before, during, or after the bid process, if one or more of three conditions is met:
 1. Applying the American Iron and Steel requirements of the Act would be inconsistent with the public interest;

2. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
3. Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

A checklist detailing the types of information required for a waiver to be processed can be found in Appendix 1 of the American Iron and Steel Provisions of the SRF General Conditions. Until a waiver is granted by EPA, the AIS requirements stand.

Bidder/Contractor

Date

Signature of Contractor/Title

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES
OR EQUIPMENT.**

2 CFR §200.216

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also §200.471.

**SECTION 31 2300
TRENCHING, EXCAVATION AND BACKFILLING**

PART 1 GENERAL

1.1 REFERENCE STANDARDS

- A. ASTM D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)); 2012 (Reapproved 2021).
- B. ASTM D2487 - Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System); 2017 (Reapproved 2025).

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract.

1.3 SUMMARY

- A. This Section includes the following:
 - 1. Excavating and backfilling for utility trenches.
 - 2. Soil Materials.
 - 3. Dewatering
 - 4. Exploratory Excavation
- B. Related Sections include the following:
 - 1. Division 33; Section "Water Utilities" for watermain pipe, water service pipe, fittings, valves, fire hydrants, and other appurtenances.
 - 2. Division 33; Section "Storm Drainage Utilities" for storm sewer pipe, drainage pipe, culvert pipe, flared ends, junction box, drop inlets, and associated frames and covers.

1.4 DEFINITIONS

- A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
 - 1. Initial Backfill: Pipe Bedding placed beside and over pipe in a trench, including haunches to support sides of pipe.
 - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Pipe Bedding: Aggregate course placed over the excavated subgrade in a trench before laying pipe.

- C. Trench Stabilization Material: Aggregate used where soft, spongy, unstable or other similar material is encountered and removed upon which the granular embedment material or pipe is to be placed.
- D. Imported Trench Backfill Material: Granular or clay material used as backfill of utility trenches.
- E. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material that exceed 3/4 CY for footing, trench, and pit excavation that cannot be removed by rock excavating equipment without systematic drilling, ram hammering, ripping, or blasting, when permitted.
- F. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- G. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.
- H. Dewatering: Removing and transporting water from a location to provide suitable conditions for installation and materials.

1.5 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Engineer and then only after arranging to provide temporary utility services according to requirements indicated.
 - 1. Notify Engineer not less than two days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Engineer's written permission.
 - 3. Contact utility-locator service for area where Project is located before excavating.
- B. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shut off services if lines are active.

1.6 TESTING AND INSPECTION SERVICE

- A. It shall be the responsibility of the Owner to employ a qualified independent geotechnical engineering testing agency to classify proposed on-site and borrow soils to verify that soils comply with specified requirements and to perform required field and laboratory testing.

1.7 DEWATERING PERMIT

- A. Prior to dewatering, the Owner shall obtain a "Notice of Intent" permit for temporary dewatering. Upon completion, the Owner shall furnish a "Notice of Termination" for temporary

dewatering. The permits and termination notices shall be obtained from the Department of Agriculture and Natural Resources, Pierre, South Dakota. Information concerning a dewatering permit can be obtained from SDDANR Surface Water Quality program by calling (605) 773-3351. The Owner shall be responsible for obtaining the permit and any costs relating thereto.

1.8 TEMPORARY WATER RIGHT PERMIT

- A. A temporary water right permit may be required if the following types of water need to be pumped out of the construction site:
 - 1. Ground Water
 - 2. Surface Water
- B. Dewatering the construction site due to precipitation will require a permit if there is no General Surface Water Discharge Permit for Storm Water Discharges.
- C. Permit applications can be filled out on-line and submitted to SDDANR.

PART 2 PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: ASTM D2487 Soil Classification Groups GW, GP, GM, SW, SP, SM, and CL or a combination of these groups; free of rock or gravel larger than 3" in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: Soil Classification Groups GC, SC, ML, OL, CH, MH, OH, and PT according to ASTM D2487, or a combination of these groups.
 - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2% of optimum moisture content at time of compaction.
- D. Select Backfill: Material from excavation or imported material consisting of earth free from large stones, frozen material vegetation, cinders, ashes and other organic material. Select material shall be sufficiently pulverized to permit proper compaction.
- E. Backfill Materials: The material obtained from the project excavations may be used as backfill unless otherwise shown on the Drawings or specified in these Specifications, provided that all organic material, rubbish, debris, frozen material, stones greater than six 6" in any dimension, and other objectionable materials are first removed. Broken Portland cement concrete and bituminous type pavements obtained from the project excavations will not be permitted in the backfill. Stones larger than 3" in diameter shall not be placed within 2' of the top of the pipe.

- F. Imported Trench Backfill Material:
 - 1. Granular Material: Consisting of pit-run or processed sand or gravel having a maximum particle size of 1”.
 - 2. Clay Material: Non-Organic lean clay or sandy lean clay material having a liquid limit less than 45 and a plasticity index between 15 and 35.
 - 3. Moisture content should be 1 percent to 4 percent below the optimum moisture content as determined by the Standard Proctor.
 - 4. Clay Material shall be used in the top 3’ of the trench where cement treated subgrade is to be performed.
- G. Watermain Granular Embedment: Clean angular well-graded, crushed rock with 95% passing the 3/4” sieve and 95% retained on the #4 sieve.
- H. Storm Sewer Granular Embedment: Minus 1” granular material with not more than 10% passing the #200 sieve. Pea rock is not an acceptable material.
- I. Trench Stabilization Material: Aggregate shall be natural and/or crushed rock meeting the gradation and properties of the table below. Ledge rock is not required.

Table 2. Trench Stabilization Material Gradation Specifications

Sieve Size	Precent Passing
2-inch	90-100
1 1/2-inch	35-70
1-inch	0-15

- J. Topsoil: Natural or cultivated surface-soil layer containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 2 inches (50.8 mm) in diameter; and free of weeds, roots, toxic materials, other non-soil materials or other materials deleterious to plant growth. Topsoil shall not be frozen or muddy.

PART 3 EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
 - 1. The Engineer will establish construction lines and designate all trees, shrubs, plants and other things to remain. All surface objects and all trees, stumps, roots and other

obstructions not designated to remain, shall be cleared as required and properly disposed of.

2. The Contractor shall be responsible for the proper removal, care and resetting of all portable culverts, drainage pipe and other minor structures authorized by the Engineer for temporary relocation from alignment of the work.
 3. Removal of surface improvements were not indicated to be removed on the plans such as street paving, curbs, gutters and sidewalks shall be held to a minimum. When it is necessary to excavate through existing asphalt or concrete paving, sidewalks, or curb and gutter; before excavating, the cut shall be first made with a concrete saw for the full depth of the existing surface. All material removed and the method employed to replace the surface improvement to its original grade, depth and alignment shall be first authorized and approved by the Engineer. Rubble material shall be considered property of the Contractor and be disposed of by the Contractor at a permitted site or a site provided by the Contractor.
- B. Preparation of subgrade for earthwork operations including removal of vegetation, topsoil, debris, obstructions, and deleterious materials from ground surface is specified in SDDOT Standard Specifications.
- C. Protect and maintain erosion and sedimentation controls, which are specified in SDDOT Standard Specifications during earthwork operations.
- D. Provide protective insulating materials to protect subgrades and foundation soils against freezing temperatures or frost.

3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Drainage:
1. The Contractor shall at all times during the construction of the work provide and maintain ample equipment to remove and dispose of all water entering the excavation or other parts of the work. The excavation shall be kept dry until all work therein has been completed and backfilling commenced. All grading in the vicinity of the excavation shall be performed in such a manner as to provide positive surface drainage away from the site and to prevent surface water from flowing into the excavation.
 2. No reinforcing steel shall be placed in water, and no water shall be allowed to rise over any reinforcing steel before the concrete has been placed. No water will be allowed to come in contact with any concrete within twenty-four (24) hours after placement unless shown on the Drawings or authorized by the Engineer.

C. Dewatering

1. Trench Dewatering: During trenching operations for installation of utilities, when groundwater is encountered in sufficient quantities to require continuous pumping with well points or other special handling in order to maintain a satisfactory dry trench condition, it shall be considered wet trench. In such case, the Contractor shall submit to the Engineer for approval, his proposed method of disposing of the water prior to initiating the dewatering procedure. The Contractor shall be responsible for any damage occurring from disposal of water. Trenches for utilities shall be dewatered to an elevation of at least one (1) foot below the pipe invert elevation. Sediment control and disposal shall be the responsibility of the contractor and shall comply with all applicable regulations. No separate measurement or payment will be made for trench dewatering.
2. Structure Excavation Dewatering: During excavation for structures other than utility trenches, the Contractor shall provide suitable equipment including, if necessary, pumping with well points or other special handling to keep the excavation dry as required by Trench Dewatering, above. The Contractor shall be responsible for any damage occurring from disposal of water. Excavation for structures shall be dewatered to an elevation of at least two (2) feet below the bottom of the excavation. No separate measurement or payment will be made for structures dewatering.

3.3 EXPLOSIVES

- A. Explosives: Do not use explosives.

3.4 PROTECTION OF EXCAVATION

- A. The Contractor shall provide suitable sheeting, shoring, and bracing to protect all excavations to provide safe working conditions, and in strict conformance with safety regulations. Damage or injury resulting from settlement, slides, cave-ins, water pressure, or other causes shall be the responsibility of the Contractor and damage shall be repaired at his own expense.
- B. The Contractor shall provide adequate signs, barricades, flashing lights, and watchmen and take all necessary precautions for the protection of the work and the safety of the public. All barricades and obstructions shall be protected at night by flashing signal lights in proper working order, which shall be kept burning from sunset to sunrise. Barricades shall be of substantial construction with reflective markings to increase their visibility at night. Suitable signs shall be so placed as to show in advance where construction, barricades, or detours exist.

3.5 PROTECTION OF EXISTING UTILITIES

- A. Existing utilities shall be protected from damage during the excavation and backfilling operations. If damaged, the Contractor shall immediately contact the appropriate utility company. Any damage shall be repaired by the Contractor, at his expense or by the utility

company, at possible expense to the Contractor. It shall be the Contractor's responsibility to arrange with each utility company known to maintain utilities in the area of work to have all underground facilities located and staked by the utility company prior to excavation.

- B. It is understood and agreed that the Contractor has considered in the bid the permanent and temporary utility appurtenances in their present or relocated positions as shown on the plans. Additional compensation will not be allowed for delays, inconvenience or damage sustained due to interference from the utility appurtenances or the operation of moving them.

3.6 RESPONSIBILITY

- A. It shall be the responsibility of the Contractor to provide all materials, including borrow, earth cover, and topsoil.

3.7 EXCAVATION, GENERAL

- A. **Unclassified Excavation:** Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
 - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
 - a. In the event the soil is unsatisfactory due to excessive moisture content, the contractor shall attempt to dry soil by mixing onsite soil and/or laying soil on the surface to dry. Contractor to perform the methods described prior to requesting import of any suitable trench backfill material. Engineer approval is required prior to any import of suitable trench backfill material.
 - 2. Remove rock to lines and grades indicated to permit installation of permanent construction without exceeding the following dimensions:
 - a. 24 inches (609.6 mm) outside of concrete forms other than at footings.
 - b. 6 inches (152.4 mm) beneath bottom of concrete slabs on grade.
 - c. 6 inches (152.4 mm) beneath pipe in trenches, and the greater of 24 inches (609.6 mm) wider than pipe or 36 inches wide.

3.8 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 0.10 foot (3.05 cm). Extend excavations a sufficient distance from structures for placing and removing concrete formwork, installing services and other construction, and for inspection.

- B. Excavation for footings and foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.
- C. Excavation for underground tanks, basins, manholes, and mechanical or electrical appurtenances. Excavate to elevations and dimensions indicated within a tolerance of plus or minus 0.10 foot (3.05 cm). Do not disturb bottom of excavation intended for bearing surface.

3.9 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations. All excavation shall be made by open cut method unless otherwise shown on the Drawings.
- B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches (304.8 mm) higher than top of pipe or conduit, unless otherwise indicated.
 - 1. Clearance (Watermain): 12 inches (304.8 mm) each side of pipe or conduit.
 - 2. Clearance (Storm Sewer): 12 inches (304.8 mm) each side of pipe or conduit.
- C. Trench Bottoms: Excavate trenches 4 inches (101.6 mm) deeper than bottom of pipe elevation to allow for sanitary sewer and storm sewer pipe and 6 inches (152.4 mm) deeper than bottom of pipe elevation for water piping to allow for bedding course. Hand excavate for bell of pipe.
 - 1. Excavate trenches 6 inches (152.4 mm) deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.
- D. Under no circumstances will it be permissible to leave a pipeline excavation unprotected or unguarded when work is not actually in progress on the pipeline. If it becomes necessary for the Contractor to leave the pipeline excavation for any reason, it shall be the Contractor's responsibility to leave one of his employees at the site to watch the site so unauthorized personnel do not enter the excavation.
- E. Unless otherwise required, the pipeline excavation shall be completely backfilled at the end of each days operation and reopened when work resumes on this portion of the line. The Contractor shall be responsible to mark the end of the pipe in such a manner that it may be easily found when the ditch is reopened.
- F. Excavation for structures and accessories, including manholes, shall be of sufficient size so as to leave at least twelve (12) inches of clear space between the outer surface of the structure and the embankment or sheathing and bracing which may be used to hold and protect them. Unless otherwise shown on the Drawings or authorized by the Engineer, the bottom of the excavation shall be undercut below the bottom grades established by a minimum of 4". Manhole

installations shall be completed and completely backfilled the same day in which the excavation was started.

3.10 FIELD QUALITY CONTROL COMPACTION – MOISTURE/DENSITY TESTING

- A. Allow testing agency to inspect and test each fill or backfill layer. Do not proceed until test results for previously completed work verify compliance with requirements.
- B. Perform field in-place density tests according to ASTM D1556 (sand cone method), ASTM D 2167 (rubber balloon method), or ASTM D 2937 (drive cylinder method), as applicable. Field in-place density tests may also be performed by the nuclear method according to ASTM D 2922, provided that calibration curves are periodically checked and adjusted to correlate to tests performed using ASTM D 1556. With each density calibration check, refer to the calibration curves furnished with the moisture gauges according to ASTM D 3017. A schedule of density tests may be submitted to the Engineer for approval.
- C. When testing agency reports that backfills are below specified density, scarify and moisten or aerate, or remove and replace soil to the depth required, recompact and retest until required density is obtained. In the event of a compaction test that does not meet the required density, the Contractor will be required to correct all areas that have been compacted since the last passing test at no cost to the Owner. The Contractor has the option of performing additional compaction tests between the last passing and the failing compaction test at no cost to the Owner.
- D. All costs for removal, replacement, recompactation and retesting of the material shall be paid for by the Contractor.
- E. Testing Frequency:
 - 1. Utility Trenches – A minimum of one density test and moisture content shall be made for every 500 lineal feet of trench per four (4) feet of depth. A minimum of one (1) standard density and optimum moisture determination shall be made for each project and one (1) additional test for each change in backfill. Test location shall be at the Engineer's discretion.
 - 2. Utility Services – 25% of utility services on the project shall have a density test with a minimum of two (2) per block. Test location shall be at the Engineer's discretion.

3.11 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavations under other construction or utility pipe as directed by Engineer.

3.12 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 1. Stockpile soil materials away from edge of excavations.

3.13 UTILITY TRENCH BACKFILL

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Place and compact Pipe Bedding on trench bottoms and where indicated. Shape Pipe Bedding to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- C. Place and compact final backfill of satisfactory soil, free of particles larger than 1 inch (25.4 mm) in any dimension, to a height of 12 inches (304.8 mm) over the Pipe Bedding material.
 - 1. Carefully compact final backfill evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
- D. Backfill voids with satisfactory soil while installing and removing shoring and bracing.
- E. Place and compact final backfill of satisfactory soil to final subgrade elevation.
- F. At intervals of no more than 300 feet (9144 cm), the Contractor shall be required to place, within the pipe bedding zone, a 12-inch thick clay fill dam. This dam shall extend through the previous bedding material and into the normal backfill and sides of the trench to prevent the conveyance of water through the bedding material. If the normal backfill material is not suitable for construction of these clay dams, the Contractor will be required to obtain material from other outside sources for this purpose. Clay dams should not be constructed at or near the bell of the pipe but should be constructed near the center of full length of pipe. Clay dams will not be paid for directly but will be considered to be included in the cost of pipe bedding.

3.14 UTILITY STRUCTURES BACKFILL

- A. Backfill, or fill, as the case may be, for precast or cast-in-place structures, such as, but not limited to, manholes, transition structures, junction structures, vaults, and valve boxes shall start at the subgrade for the structure.
- B. Except where the pipe must remain exposed for leakage and exfiltration tests and subject to the provisions herein, the Contractor shall proceed as soon as possible with backfilling operations. Care shall be exercised so that the structure or pipe will not be damaged or displaced. If the pipe is supported by concrete cradle placed between the trench wall and the pipe, backfill above

the concrete bedding shall not be placed nor sheeting pulled for at least 24 hours after placement of the concrete.

- C. Unless otherwise specified or authorized by the Engineer, backfill against or over the top of any cast-in-place structure shall not be placed prior to seven (7) days after completion of concrete placement.
- D. Voids left by the removal of sheeting, piles and similar sheeting supports shall be immediately backfilled with clean sand which shall be jetted into place to assure dense and complete filling of the voids.
- E. Where it is necessary for any reason to undercut below the bottom of concrete poured in place structures, the void below the bottom of the structure shall be filled with concrete at the same time and of the same quality as that of the structure itself, unless otherwise shown on the Drawing or approved by the Engineer.

3.15 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within the percentage listed below. Optimum moisture will be determined in accordance with SD104.
 - 1. -4 percent to +2 percent of optimum moisture content for clay backfill materials
 - 2. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
 - 3. Remove and replace or scarify and air dry otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.16 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches (203.2 mm) in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches (101.6 mm) in loose depth for material compacted by hand-operated tampers. Compaction by bucket packing is not allowed.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D698:
 - 1. Compact backfill or fill layers in areas containing surface improvements or future surface improvements at the following percent maximum dry density:

- a. Initial and Final Backfill at 97 percent.
- D. When Contractor encounters a dissimilar soil material, additional Proctor sample(s) shall be taken.

3.17 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
 - 1. Provide a smooth transition between adjacent existing grades and new grades.
 - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

3.18 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
 - 1. Scarify or remove and replace soil material to depth as directed by Engineer; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.19 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove surplus satisfactory soil and waste material and dispose of at the Owner's identified disposal site.
- B. Surplus material classified as unsatisfactory soil, trash, and debris, must be legally disposed of off Owner's property.
 - 1. All material generated by this project must be disposed of at a permitted site. Depending on what material is generated and whether it is contaminated or uncontaminated will determine which permitted facility can accept it. Permitted facilities include construction and demolition debris sites, restricted use sites, and regional landfills. Contact the

SDDANR Waste Management Program at (605) 773-3153 to identify locally permitted disposal sites for various categories of contaminated and uncontaminated materials.

2. Before final acceptance of the work the Contractor shall clear the entire work site of equipment, unused materials, and rubbish so as to present a satisfactory clean and neat appearance. Agricultural areas shall be scarified with a farm type disc and smoothed out with an agriculture type drag. The final surface shall be smooth and free of rocks and debris.

END OF SECTION

**SECTION 31 2400
ROADWAY EXCAVATION AND EMBANKMENT**

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Preparing subgrades for driveway approaches, walks, pavements, lawns and grasses.
 - 2. Excavating and backfilling for street reconstruction.
 - 3. Cement Treated Subgrade

1.3 DEFINITIONS

- A. Subbase Foundation Aggregate: The layer or layers of specified or selected material of designated thickness placed on a subgrade to support a base course or a surface course.
- B. Cement Treated Subgrade: The top surface of a roadbed, that has been processed with a mixture of soil, Portland cement and water, upon which the pavement structure and shoulders, including curbs are constructed.

1.4 TESTING AND INSPECTION SERVICE

- A. It shall be the responsibility of the Owner to employ a qualified independent geotechnical engineering testing agency to classify proposed on-site and borrow soils to verify that soils comply with specified requirements and to perform a cement treatment design as well as complete required field and laboratory testing.

PART 2 PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: ASTM D 2487 Soil Classification Groups GW, GP, GM, SW, SP, SM, and CL or a combination of these groups; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.

- C. Unsatisfactory Soils: Soil Classification Groups GC, SC, ML, OL, CH, MH, OH, and PT according to ASTM D 2487, or a combination of these groups.
 - 1. Unsatisfactory soils also include satisfactory soils not maintained within the specified range of optimum moisture content at time of compaction.
- D. Select Backfill: Material from excavation or imported material consisting of earth free from large stones, frozen material vegetation, cinders, ashes and other organic material. Select material shall be sufficiently pulverized to permit proper compaction.
- E. Backfill Materials: The material obtained from the project excavations may be used as backfill unless otherwise shown on the Drawings or specified in these Specifications, provided that all organic material, rubbish, debris, rocks greater than six (6) inches in any dimension, and other objectionable materials are first removed. Broken Portland cement concrete and bituminous type pavements obtained from the project excavations will not be permitted in the backfill.
- F. Subbase Material:
 - 1. Crushed quartzite, recycled concrete or crushed pit-run material conforming to SDDOT Standard Specification Section 882.2 meeting the subbase gradation, as shown below:

Sieve Size	Percent Passing
4 – inch	100
3 – inch	70 - 90
2 – inch	60 - 80
1 – inch	40 - 70
#4	10 - 50
#40	5 - 20
#200	0 - 5

- G. Portland Cement:
 - 1. 1. Portland Cement shall be Type I, Ttoe 1L or Type I/II. It shall meet the requirements of AASHTO M85 for the type specified.
 - 2. 2. Cement shall be stored and handled in closed waterproof containers until immediately before distribution. Cement exposed to moisture prior to mixing with soils shall be discarded.
- H. Imported Embankment Material:
 - 1. Clay Material: Non-Organic lean clay or sandy lean clay material having a liquid limit less than 45 and a plasticity index between 15 and 35. The moisture content shall be 1 to 4 percent below the optimum moisture content as determined by the Standard Proctor.

2.2 VALVE BOX ADJUSTMENTS

- A. Existing valve boxes shall be extended by means of a valve box extension, similar to “Rite-hite” or Engineer approved equal.

2.3 MANHOLE ADJUSTMENTS

- A. Existing manholes shall be adjusted by means of adding HDPE rings meeting H25 traffic load ratings. See manhole adjustment detail in the constr. All existing damaged/cracked adjusting rings shall be replaced.

PART 3 EXECUTION

3.1 PREPARATION

- A. Protect and maintain erosion and sedimentation controls, which are specified in SDDOT Standard Specifications during earthwork operations.
- B. Provide protective insulating materials to protect subgrades and foundation soils against freezing temperatures or frost.

3.2 DEWATERING

- A. Prevent surface water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
 - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
 - 2. Install a dewatering system to keep subgrades dry and convey ground water away from excavations. Maintaining until dewatering is no longer required.
- C. Drainage:
 - 1. The Contractor shall at all times during the construction of the roadway provide and maintain ample equipment to remove and dispose of all water entering the excavation or other parts of the work. All grading in the vicinity of the roadway shall be performed in such a manner as to provide positive surface drainage away from the site and to prevent surface water from flowing into the roadway.

3.3 ADJUSTMENT OF VALVE BOXES

- A. Existing valve boxes which are to remain are to be adjusted by the Contractor. Under this item of work, the approximate quantity of adjustments are as shown in the Bid. The Engineer may increase or decrease the number of valve boxes to be adjusted. Valve boxes shall be adjusted to be 1/4" to 1/2" below the top of the finished pavement or as shown in the plans.
- B. All costs due to damaged, cracked, or misaligned valve boxes, due to the carelessness of the Contractor, shall be the responsibility of the Contractor.

3.4 ADJUSTMENT OF MANHOLE AND COVERS

- A. Existing manholes which are to remain are to be adjusted by the Contractor. Under this item of work, the approximate quantity of adjustments are as shown in the Bid. The Engineer may increase or decrease the number of manholes to be adjusted. In performing this work, the Contractor shall, if necessary, add HDPE rings or remove concrete rings or upper course of brick and build up the manhole rims to an elevation as shown on the plans. Casting shall be 1/4" to 1/2" below the top of the finished pavement.
- B. All costs due to damaged, cracked or misaligned manholes and covers, due to the carelessness of the Contractor, shall be the responsibility of the Contractor.

3.5 PROTECTION OF EXCAVATION

- A. The Contractor shall provide adequate signs, barricades, flashing lights and watchmen and take all necessary precautions for the protection of the work and the safety of the public. All barricades and obstructions shall be protected at night by flashing signal lights in proper working order, which shall be kept burning from sunset to sunrise. Barricades shall be of substantial construction with reflective markings to increase their visibility at night. Suitable signs shall be so placed as to show in advance where construction, barricades or detours exist.
- B. The Contractor shall at all times so conduct his work as to ensure the least possible obstruction to traffic and inconvenience to the general public and shall at all times maintain access to existing public and private property.

3.6 PROTECTION OF EXISTING UTILITIES

- A. Existing utilities shall be protected from damage during the roadway construction operations. If damaged, the Contractor shall immediately contact the appropriate utility company. Any damage shall be repaired by the Contractor, at his expense or by the utility company, at possible expense to the Contractor. It shall be the Contractor's responsibility to arrange with each utility company known to maintain utilities in the area of work to have all underground facilities located and staked by the utility company prior to work taking place.

- B. It is understood and agreed that the Contractor has considered in the bid the permanent and temporary utility appurtenances in their present or relocated positions as shown on the plans. Additional compensation will not be allowed for delays, inconvenience or damage sustained due to interference from the utility appurtenances or the operation of moving them.

3.7 CEMENT TREATED SUBGRADE

- A. Equipment: The Contractor shall provide all equipment necessary for construction of the cement treated subgrade to the dimensions required within the timeframes specified.
- B. Weather Limitations: The cement treated subgrade shall not be mixed while the atmospheric temperature is below 40° F or when conditions indicated that temperatures may fall below 40° F within 24 hours, when it is foggy, rainy, or when the subgrade is frozen.
- C. Mix Design: Prior to construction of the cement treated subgrade, the Engineer will perform a mix design to determine a target rate for addition of Portland cement to the subgrade. Contractor shall allow Engineer 3 weeks to complete mix design.
- D. Cement Application:
 - 1. Cement shall be spread only on areas where the mixing and compaction operations can be completed within 2 hours. The amount of cement spread shall be the amount required to obtain the cement content by dry soil weight as specified by the mix design. Cement content shall vary from -0.0 percent to +0.5 percent of the target rate unless changes are ordered by the Engineer. If the moisture content of the soil-cement mixture is too high, additional cement may be added to lower the moisture content with the approval of the Engineer. Lowering moisture contents by aeration following addition of cement will not be permitted.
 - 2. Cement shall be spread uniformly over the top of the subgrade with a truck-mounted cement spreader. The cement shall be distributed in such a manner that scattering by wind and fugitive dust will be minimal.
- E. Mixing and Pulverizing: The full depth (12") of the treated subgrade shall be uniformly mixed with a pulvamixer. Cement shall not be left exposed for more than 30 minutes after application. Water, if required, shall be added. The pulvamixer shall make an adequate number of passes to ensure uniform mixing of the cement, soil, and water.
- F. Compaction: Compaction of the soil-cement mixture shall begin within 30 minutes after mixing and be completed within two hours following initial placement of the cement. Initial compaction shall be completed with a minimum of a 72-inch diameter vibratory sheepsfoot roller. The field density of the compacted mixture shall be at least 95 percent of the maximum dry density. Moisture content of the material should be adjusted to a moisture level that is within 3 percent below to 3 percent above the optimum moisture content determined by Moisture-Density Relations of Soil-Cement Mixtures (ASTM D558).

G. Finishing and Curing:

1. After compaction, the cement treated subgrade shall be brought to the required lines and grades in accordance with the typical section with a pneumatic tire roller and watered with a commercial water truck. The finished surface shall not vary more than -0.04 ft. to -0.08 ft. from the specified elevations. The finished surface shall be free of ruts, bumps, and dips.
2. Construction traffic should not be allowed on the subgrade for 72 hours after the final watering.

H. Maintenance: The Contractor shall maintain the cement treated subgrade in good condition until the completion of the project.

I. Qualifications:

1. Contractor performing the cement treated subgrade work shall have actively engaged in completing cement treated subgrade stabilization for a minimum of five (5) years.
2. Field supervisory personnel employed by the subgrade stabilization Contractor shall have at least three (3) years' experience in the performance of the work.
3. Evidence of qualifications and references shall be furnished upon request by the Engineer or Owner.
4. At least one of the field supervisors listed must be at the project site when subgrade stabilization operations are in progress.

3.8 CEMENT TREATED SUBGRADE INSPECTION

A. Notify Engineer when curing of subgrade is complete.

B. Proof-roll subgrade below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.

1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph.
2. Proof-roll with a loaded 10-wheel, tandem-axle dump truck weighing not less than 25 total tons.
3. If yielding or rutting is observed, subgrade will be considered unstable and require additional effort by the Contractor to reach acceptable subgrade stability.

C. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer, without additional compensation.

3.9 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within:
 - 1. Cement Treated Subgrade Areas: 3 percent below to 4 percent above the optimum moisture content.
 - 2. Non-Treated Subgrade Areas: 1 percent to 4 percent below the optimum moisture content.
- B. Optimum moisture will be determine in accordance with SD104
 - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
 - 2. Remove and replace or scarify and air dry otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.10 SCARIFY AND RECOMPACT

- A. The subgrade soil shall be loosened and manipulated in such a way as to allow the subgrade material to achieve optimum moisture content. The scarification shall be performed by a disc harrow and not a road grader with teeth. Prior to placement of base course, a subgrade inspection shall be performed. After scarification, the Contractor shall allow sufficient time for the subgrade material to achieve optimum moisture content prior to recompacting the subgrade. Allowable variance from optimum moisture content shall be -1 to -4%. The subgrade shall be recompacted to no less than 95% of Standard Proctor Density. After recompaction of the subgrade, the Contractor shall shape the subgrade to the cross slopes and elevations specified in the plans and add or remove material as necessary.
- B. Any additional work to re-scarify and recompact the subgrade due to the Contractor not allowing enough time for drying, or not working the material sufficiently to achieve optimum moisture content, will be completed by the Contractor at no additional cost to the owner. The Contractor is responsible for maintaining the subgrade in acceptable condition after the scarification and recompaction progress. Any additional work required to maintain the subgrade after the scarification and recompaction process is complete shall be completed by the Contractor at no additional cost to the Owner.
- C. If subgrade stabilization is not necessary, the Engineer may remove the “Scarify and Recompact” bid item for those areas.
- D. Scarify and recompact work shall be incidental to the bid item for "Unclassified Excavation". The computed quantity of unclassified excavation shall be the basis of payment for this item.

No field measurements will be made for payments except when changes from the plan shown construction limits are ordered by the Engineer.

3.11 SUBGRADE INSPECTION

- A. Notify Engineer when excavations have reached required subgrade.
- B. If the Engineer determines that unsatisfactory soil is present, continue excavation and replace with materials as directed or specified.
- C. Proof-roll subgrade below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
 - 1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph.
 - 2. Proof-roll with a loaded 10-wheel, tandem-axle dump truck weighing not less than 25 tons gross weight. Contractor shall provide a scale ticket.
 - 3. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Engineer, and replace with compacted backfill or fill as directed.
 - 4. Excess yielding or rutting of more than 1 inch, subgrade will be considered unstable and require additional effort by the Contractor to reach acceptable subgrade stability.
- D. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
- E. Reconstruction subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer, without additional compensation.

3.12 COMPACTION OF SOIL SUBGRADE AND BASE COURSES

- A. Place subgrade and base course materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
 - 1. Compact backfill or fill layers in areas containing surface improvements or future surface improvements at the following percent maximum dry density:
 - a. Subgrade at **97 percent**
 - b. Subbase Course at **97 percent**

c. Base Course at **97 percent**

- C. Compact gravel cushion in areas outside of the roadway and under all concrete flat work at the following percent maximum dry density:
 - 1. Gravel Cushion at **97 percent**
- D. When Contractor encounters dissimilar soil materials, additional Proctor(s) shall be taken.

3.13 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
 - 1. Provide a smooth transition between adjacent existing grades and new grades.
 - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Grading: Slope grades to direct water away and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
 - 1. Lawn or Unpaved Areas: Plus or minus 1 inch.
 - 2. Walks: Plus or minus 1 inch.
 - 3. Pavements: Plus or minus 1/2 inch.
- C. Grading of the subgrade shall be performed so that it will drain readily. The Contractor shall take all precautions necessary to protect the subgrade from damage. Contractor shall limit hauling over the finished subgrade to that which is essential for construction purpose.
- D. In those areas upon which an improved surface is to be placed, the top of the subgrade shall be of such smoothness that, when tested with a 6-foot straightedge applies parallel and at right angles to the centerline, it shall not show any deviation in excess of 1/2-inch or shall not be more than 0.05-foot from true grade as established by grade hubs or pins. Any deviation in excess of these amounts shall be corrected by loosening, adding, or removing materials; reshaping; and recompacting by sprinkling and rolling.

3.14 SUBBASE COURSE

- A. Place subbase course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place subbase course under pavements and walks as follows:
 - 1. Shape subbase course to required crown elevations and cross-slope grades.

2. Place subbase course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
3. Compact subbase course at optimum moisture content to required grades, lines, cross sections, and thickness to density listed above
4. No surface course shall be placed on the subgrade until the subgrade has been approved by the Engineer.

3.15 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
 1. Scarify or remove and replace soil material to depth as directed by Engineer; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.16 FIELD QUALITY CONTROL

- A. Allow testing agency to inspect and test each subgrade and each base course layer. Do not proceed until test results for previously completed work verify compliance with requirements.
- B. Perform field in-place density tests according to ASTM D1556 (sand cone method), ASTM D 2167 (rubber balloon method), or ASTM D 2937 (drive cylinder method), as applicable. Field in-place density tests may also be performed by the nuclear method according to ASTM D 2922, provided that calibration curves are periodically checked and adjusted to correlate to tests performed using ASTM D 1556. With each density calibration check, refer to the calibration curves furnished with the moisture gauges according to ASTM D 3017. A schedule of density tests may be submitted to the Engineer for approval.
- C. When testing agency reports that subgrades or fills are below specified density, scarify and moisten or aerate, or remove and replace soil to the depth required, recompact and retest until required density is obtained. In the event of a compaction test that does not meet the required density, the Contractor will be required to correct all areas that have been compacted since the last passing test at no cost to the Owner. The Contractor has the option of performing additional

compaction tests between the last passing and the failing compaction test at no cost to the Owner.

- D. All costs for removal, replacement, recompaction and retesting of the material shall be paid for by the Contractor.

PART 4 MEASUREMENT AND PAYMENT

4.1 SUBBASE FOUNDATION AGGREGATE

- A. Imported subbase foundation aggregate furnished and placed as authorized material shall be measured to the nearest one-tenth (0.1) ton, based on weight tickets provided by the Contractor, of satisfactorily furnished and placed. Weight tickets shall show weight in pounds or tons. Payment shall be made at the Contract unit price per ton for "Subbase Foundation Aggregate" as stipulated in the Bid, which price and payment shall be full compensation for furnishing granular materials and tools, labor and equipment required to haul and install the bedding in accordance with the Drawings and Specifications.

4.2 CEMENT TREATED SUBGRADE

- A. Incorporation of the cement into the subgrade shall be measured to the nearest square yard satisfactorily installed. Payment shall be made at the Contract unit price per square yard for "Cement Treated Subgrade", as stipulated in the Bid, which price and payment shall be full compensation for all labor, water, tools and equipment for installing, mixing, compacting, and finishing the cement treated subgrade according to the Specifications complete in place.

4.3 PORTLAND CEMENT

- A. Portland Cement furnished and placed for incorporation into the subgrade shall be measured to the nearest one-tenth (0.1) ton, based on weight tickets provided by the Contractor. Weight tickets shall show weight in pounds or tons. Payment shall be made at the Contract unit price per ton for "Portland Cement" as stipulated in the Bid, which price and payment shall be full compensation for furnishing cement to the site to be incorporated into the work in accordance with the Drawings and Specifications.

END OF SECTION 312400

**SECTION 33 1000
WATER UTILITIES**

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract

1.2 SUMMARY – THIS LIST NEEDS TO BE UPDATED

- A. The Section includes the following:

1. Water distribution pipe;
2. Water service pipe;
3. Water distribution/ service fittings;
4. Tracer Wire
5. Fire Hydrants;
6. Valves and Valve boxes;
7. Corporation Stops and Service Saddles;
8. Encasement Pipe
9. Polyethylene Encasement Material:
10. Insulation;
11. Miscellaneous appurtenances.

- B. Related Sections include the following:

1. Division 31; Section “Trench Excavation and Backfilling” for soil materials, excavating, and backfilling.

1.3 SHOP DRAWINGS

- A. Shop drawings shall be submitted for the following items:

1. All pipe, fittings, hydrants, valves, valve boxes, tracer wire, structures and water appurtenances with dimensions, details and materials of construction.

1.4 REFERENCE STANDARDS

- A. ASTM A536 - Standard Specification for Ductile Iron Castings; 2024.

- B. ASTM C518 - Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus; 2021.
- C. ASTM C578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation; 2023.
- D. ASTM D1599 - Standard Test Method for Resistance to Short-Time Hydraulic Pressure of Plastic Pipe, Tubing, and Fittings; 2018.
- E. ASTM D1621 - Standard Test Method for Compressive Properties of Rigid Cellular Plastics; 2016 (Reapproved 2023).
- F. ASTM D1784 - Standard Classification System and Basis for Specification for Rigid Poly(Vinyl Chloride) (PVC) Compounds and Chlorinated Poly(Vinyl Chloride) (CPVC) Compounds; 2020.
- G. ASTM D2000 - Standard Classification System for Rubber Products in Automotive Applications; 2018, with Editorial Revision (2024).
- H. ASTM D2241 - Standard Specification for Poly(Vinyl Chloride) (PVC) Pressure-Rated Pipe (SDR Series); 2025a.
- I. ASTM D3139 - Standard Specification for Joints for Plastic Pressure Pipes using Flexible Elastomeric Seals; 2019 (Reapproved 2025).
- J. ASTM F477 - Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe; 2014 (Reapproved 2021).
- K. AWWA C105/A21.5 - Polyethylene Encasement for Ductile-Iron Pipe Systems; 2018.
- L. AWWA C111/A21.11 - Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings; 2023.
- M. AWWA C153/A21.53 - Ductile-Iron Compact Fittings; 2019.
- N. AWWA C504 - Rubber-Seated Butterfly Valves; 2023.
- O. AWWA C550 - Protective Interior Coatings for Valves and Hydrants; 2024.
- P. AWWA C605 - Underground Installation of Polyvinyl Chloride (PVC) and Molecularly Oriented Polyvinyl Chloride (PVCO) Pressure Pipe and Fittings; 2021.
- Q. AWWA C651 - Disinfecting Water Mains; 2023.
- R. AWWA C800 - Underground Service Line Valves and Fittings; 2021.
- S. AWWA C900 - Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 4 In. through 60 In. (100 mm through 1500 mm); 2022.

- T. AWWA C901 - Polyethylene (PE) Pressure Pipe, Tubing, and Fittings, 3/4 In. (19 mm) Through 3 In. (76 mm), for Water Service; 2025.
- U. NSF 61 - Drinking Water System Components - Health Effects; 2022, with Errata.

PART 2 PRODUCTS

2.1 PIPE MATERIALS

- A. General: Pipe furnished for installation on this project shall be of size shown on the Drawings. The pipe shall be manufactured from one of the materials designated for specified line and application as shown in the following Subsections.
- B. Class 235, C900 PVC Pipe:
 - 1. Polyvinyl chloride pressure pipe and fittings shall conform to the requirements of AWWA C900 "Poly Vinyl Chloride (PVC) Pressure Pipe", Class 235 meeting the requirements of DR18.
 - 2. Outside pipe diameter shall be the same as that of cast iron pipe of similar nominal size.
 - 3. Pipe materials shall conform to "Standard Specification for Rigid Poly (Vinyl Chloride) Compounds and Chlorinated Poly (Vinyl Chloride) Compounds" (ASTM D-1784).
 - 4. The pipe shall bear the National Sanitation Seal for potable water pipe.
 - 5. Provisions must be made for expansion and contraction at each joint with an elastomeric ring.
 - 6. The bell shall consist of an integral wall section with a solid cross-section elastomeric ring which meets the requirements of ASTM D1869. The bell section shall be designed to be at least as strong as the pipe wall.
 - 7. Each length of pipe, including integral bell, shall be pressure in accordance with AWWA C900 Standards.
 - 8. Pipe and fittings must be assembled with a non-toxic lubricant.
 - 9. Standard lengths shall be 20 feet for all sizes.
 - 10. Pipe may be furnished with separate couplings in lieu of integral bell in order to achieve high deflection.
 - 11. Separate couplings shall pass a hydrostatic integrity test at the factory in accordance with AWWA C900 Standards.

2.2 WATER SERVICE LINES

A. Water Service Lines 1-inch Diameter and Under

1. Polyethylene Tubing: Water service lines shall be high density PE 3408/ PE3608 polyethylene tubing. The polyethylene tubing shall be SIDR 7 high density PE 3408/ PE3608, I.P.S., conforming to ASTM D 2239, AWWA C901, and the Polyethylene PE 3408/ PE3608 specifications. All connections shall be compression type with stainless steel inserts.
2. High performance polyethylene (PE4710) is acceptable and shall meet the requirements listed above.

B. Polyethylene Pipe for Water Service Lines larger than 1-inch

1. General: Polyethylene pipe shall comply with the provisions of the AWWA C901 Standard- Polyethylene (PE) Pressure Pipe and Tubing, 1/2-inch through 2-inch for Water Service.
2. The Standard describes PE pressure pipe and tubing made from material having standard PE code designation PE 3408 and primarily intended for use in the transportation of water.
3. The pipe material shall be homogeneous throughout; free from voids, cracks, inclusions and any other defect. Surfaces of the product shall be free from scratches, gouges, bloom, and other imperfections.
4. Polyethylene pipe shall be pressure class 200 psi based on standard-inside-diameter-ratio, SIDR-7.
5. Polyethylene pipe shall be NSF approved for drinking water use.
6. High performance polyethylene (PE4710) is acceptable and shall meet the requirements listed above.

2.3 PIPE SYSTEM APPURTENCES

A. Pipe Fittings and Specials:

1. Specials and fittings constructed of ductile iron shall be provided for use with all water line piping and at locations shown on the Drawings.
2. Mechanical joint ductile iron fittings shall conform to the requirements of AWWA C110 or AWWA C153.

3. Bolts for mechanical joint fittings shall be a corrosion resistant fluorocarbon bolt, or Engineer approved equal.
4. The outside of all ductile iron fittings shall be coated with a bituminous coating.
5. The inside of the ductile iron fittings shall be coated with a standard thickness cement mortar lining.
6. Direct buried ductile iron specials and fittings shall be wrapped with polyethylene encasement material conforming to the requirements of AWWA C105.
7. Flanged fittings shall conform to the requirements of ANSI/AWWA C110/A21-10.
8. Flanges shall be ANSI B16.1 125lb. Class B. Bolts for flange fittings shall be stainless steel.
9. Systems requiring rodding shall be comprised of stainless steel all thread rod of the diameter matching the size of bolting used for the connection.

B. MJ Transition Sleeves

1. Transition sleeves shall be of ductile iron, long body, mechanical joint, gasketed, sleeve type, with diameter to properly fit the new watermain pipe to the existing watermain or provide transition between different pipe materials as shown on the Drawings.
 - a. All transition couplings shall be ductile iron meeting the requirements of "Pipe Fittings and Specials" of these Specifications.
 - b. The sleeve shall be wrapped on the exterior with polyethylene wrapping in accordance with AWWA C105.
 - c. Bolts shall be a corrosion resistant fluorocarbon bolt or Engineer approved equal.
2. Non-Standard Pipe Sizes or as directed by the Engineer:
 - a. Transition couplings shall be a ductile iron self-restrained type meeting requirements of ASTM A536 and be the Alpha manufactured by Romac Industries, Inc. or an engineer approved equal.

C. Mechanical Joint Restraints

1. Mechanical joint restraints shall be incorporated in the design of the follower gland. The restraint mechanism shall consist of a plurality of individually actuated gripping surfaces to maximize restraint capability.
 - a. Glands shall be manufactured of ductile-iron conforming to ASTM A536-80. The gland shall be such that it can replace the standardized mechanical joint gland and

can be used with the standardized mechanical joint bell conforming to ANSI/AWWA C111/A21.11 and ANSI/AWWA C153/A21.53 of latest revision.

- b. Twist-off nuts shall be torqued per the manufacturers installation requirements to insure proper actuating of restraining devices.
 - c. Bolts shall be a corrosion resistant fluorocarbon bolt or Engineer approved equal.
 - d. The restraining glands shall have a pressure rating equal to that of the pipe on which it is used and shall be:
 - 1) Tyler Union, EBAA Iron, Inc., Romac Industries, Inc., Ford Meter Box Company, Inc., SIGMA Corporation or Engineer approved equal.
2. Restraint Devices for bell and spigot joints of PVC Pipe shall consist of a solid or split restraint ring installed on the spigot, connected to a solid back-up ring seated behind the bell.
- a. The split restraint ring shall incorporate a series of serrations on the inside diameter to provide positive restraint, exact fit and 360° contact and support of the pipe wall.
 - b. The solid back-up ring shall have a beveled leading edge to assure exact fit behind the pipe bell.
 - c. Restraint Devices shall be of ductile iron, ASTM A536, Grade 65-45-12, or ASTM A36 structural steel.
 - d. Connecting bolts shall be high strength, in accordance with ANSI/AWWA C111/A21.11.
 - e. Twist-off nuts shall be torqued per the manufacturers installation requirements to insure proper actuating of restraining devices.
 - 1) Bolts shall be a corrosion resistant fluorocarbon bolt or Engineer approved equal.
 - f. All restraint devices shall carry a water working pressure rating equal to the full rated pressure of the PVC pipe they are installed on, with a minimum 2:1 safety factor in any nominal pipe size.
 - g. In addition, they shall meet or exceed the requirements of Uni-B-13-94, Recommended Performance Specification for Joint Restraint Devices for Use With Polyvinyl Chloride (PVC) Pipe.
 - 1) Restraint devices for bell and spigot joints of PVC pipe shall be:

a) Tyler Union, Romac Industries, Inc., Ford Meter Box Company, Inc.
or Engineer approved equal.

h. All restrained joints shall be wrapped with polyethylene encasement material.

2.4 GATE VALVES

A. Valves shall be resilient wedge type designed for a minimum water working pressure of not less than 250 psi. Valves shall conform to AWWA Standard C515. All gate valves shall be manual operated by 2-inch operating nut. Valves shall have a stationary stem and shall provide a smooth unobstructed waterway and shall be opened by turning counterclockwise. The operating nut shall have an arrow, cast in the metal, indicating the direction of opening. Each valve shall have the maker's monogram or initials, pressure rating and year of manufacture cast on the body. Valves shall be furnished with joints compatible with the pipe to which they are connected.

1. The seal plate shall be fitted with O-ring seals above and below the thrust collar. The modified wedge disc must be fully supported. The disc or wedge shall provide an angular mounting surface for the resilient rubber seat.
2. The valve interior and exterior shall be fully coated with a material approved for potable water in accordance with applicable AWWA Specifications. Each valve shall be tested for zero leakage past the seat at 250 psi and hydrostatically shell tested at 500 psi.
3. Direct buried valves and boxes shall be wrapped with polyethylene encasement material conforming to AWWA C105.
4. Bonnet bolts shall be stainless steel.
5. Valves shall have a mechanical joint end to correspond to the branch end of the tapping sleeve.
6. The valves shall be:
 - a. Clow, Mueller, American AVK, American Flow Control or Engineer approved equal.

B. Valve Boxes: Valve boxes for gate valves shall be a three (3) piece, Class 35B, cast iron, buffalo type (screw), with a 5-1/4" shaft diameter. Castings shall be hot coated inside and outside with a rust resisting coating. The bottom part of the box shall have a bell conforming to the perimeter of the valve. The valve box covers shall be extra deep and fit the valve box snugly to prevent rattles or tipping due to traffic. Covers shall be provided with slots for easy and quick removal and supplied with the word "WATER" cast into the lid.

1. Valve boxes shall be furnished with rubber Valve Box Adaptor II as manufactured by Adaptor, Inc. or Engineer approved equal.

2. In case of more or less than 6.5-foot depth of cover, the valve boxes shall be supplied in such a manner in order to allow a minimum of 6-inches of adjustment both ways.

2.5 CORPORATION STOPS AND TAPPING SADDLES

- A. All waterworks brass shall be no-lead brass complying with USA Public Law 111-380. A marking identifying the “no-lead” brass alloy shall be cast or permanently stamped on each component.
- B. Corporation stops shall be constructed of bronze alloy and furnished with tapered inlet thread for connection to service saddle.
 1. Corporation stops shall have pack-joint ends suitable for connecting to the type of water service line specified.
 2. Corporation stops shall be ball type meeting AWWA C-800 standards.
- C. Tapping saddle bodies shall be stainless steel with tapered thread for connecting to corporation stop.
 1. Saddle body, lifter bar and outlet shall be Type 304 used for tapping a pipe for branch connections. Saddle shall utilize a two (2) bolt (minimum) design to conform around the pipe.
 2. Stainless steel tap shall be TIG welded to band and be available with AWWA/CC Taper threads in 1/2-inch through 2-inches.
 3. All bolts, nuts and lugs shall be Type 304 stainless steel per ASTM A193 and A194. Hex nuts shall be furnished with a fusion bonded coating to prevent seizing and galling.
 4. Gaskets shall be NBR (Buna-N) per ASTM D2000 with dual ring o-ring design incorporating both hydrostatic and mechanical forces to affect a dynamic seal.
 5. Saddles shall be intended for use on C900 PVC water pipe;
 6. No lead brass is to conform to AWWA Standard C800 (Latest Revision). Saddles shall have a maximum nominal outlet diameter of 2-inches;
 7. Approved service saddle manufacturers are as follows:
 - a. Ford Meter Box Company, Inc., Romac Industries, Inc., AY McDonald Mfg. Co.
or
 - b. Engineer approved equal.
- D. The corporation stops shall be compatible with the water service line material specified.

1. Approved corporation stop manufacturers are as follows:
 - a. Ford Meter Box Company, Inc.; AY McDonald Mfg. Co., or;
 - b. Engineer approved equal.
- E. The cutting tool used to make service connections shall be a shell type (hole) cutter which will retain the coupon and be designed to accommodate walls as heavy as DR 14.
 1. The equipment used shall attach to the corporation stop and permit the cutting tool to be fed through the corporation stop to cut a hole in the pipe, and;
 2. The Contractor shall take care to prevent filings from entering the pipe.

2.6 CURB STOPS

- A. All waterworks brass shall be no-lead brass complying with USA Public Law 111-380. A marking identifying the "no-lead" brass alloy shall be cast or permanently stamped on each component.
- B. Curb stops shall be brass, Minneapolis pattern, and furnished with pack joint ends suitable to make the connection to type of water service line specified.
 1. Curb stops shall be ball valve type provided with body sealing and port sealing "O" rings or rubber seats;
 2. Curb stops shall meet AWWA C-800 standards, and;
 3. Approved curb stop manufacturers are as follows:
 - a. Ford Meter Box Company, Inc.;
 - b. AY McDonald Mfg. Co., or;
 - c. Engineer approved equal.

2.7 CURB BOXES

- A. Curb boxes shall be constructed of cast iron conforming to the requirements of ASTM A48 for Class 20 or higher tensile strength.
 1. Curb boxes shall be the extension type with tapped lower section for the service stop;
 2. Extended length of service box shall be 7 feet;
 3. The word "Water" shall be cast in the lid of the service box, and;
 4. Curb boxes shall have a minimum inside diameter of 1-1/4 inches.

5. Curb box top shall have an integral terminal for tracer wire attachment.

B. Curb boxes shall include a stationary shut-off rod for each curb box installed

2.8 SERVICE COUPLING ADAPTERS

A. All waterworks brass shall be no-lead brass complying with USA Public Law 111-380. A marking identifying the “no-lead” brass alloy shall be cast or permanently stamped on each component.

B. Service coupling adapters shall be compression type and constructed of brass with Buna N beveled gasket specifically designed for underground bury. The adaptor(s) shall join the new high density polyethylene service to the existing service. Sizes and material type of existing services will vary and the contractor shall have multiple sizes of connection fittings on hand to accommodate.

2.9 ENCASUREMENT PIPE (PVC)

A. Encasement pipe for sewer lines that cross over or within 18" below water lines shall be Class 160 Polyvinyl Chloride pipe.

1. All pipe must meet the requirements as set forth in "Polyvinyl Chloride (PVC) Pressure-Rate Pipe (SDR Series)" ASTM D2241 with a standard dimension ratio (SDR) of 26.

2. All PVC pipe shall be gasket jointed for meeting the requirements of "Standard Specification for Elastomeric Seals for Joining Plastic Pipe" with ASTM D3139, "Standard Specification for Joints for Plastic Pressure Pipe Using Flexible Elastomeric Seals".

3. Pipe materials shall conform to "Standard Specification for Rigid Polyvinyl Chloride (PVC) Compounds and Chlorinated Polyvinyl Chloride (CPVC) Compounds (((ASTM D1784)))".

4. The encasement pipe shall extend no less than ten (10) feet on each side of the waterline which is being crossed.

5. Pipe within the encasement pipe shall be supported by manufactured chock units.

6. Flexible reducing couplings for use on the Class 160 PVC encasement pipe shall be as manufactured by FERNCO or Engineer approved equal.

2.10 POLYETHYLENE ENCASUREMENT MATERIAL

A. Polyethylene encasement must meet or exceed the minimum standards established by AWWA C105, Current Edition. Nominal film thickness shall be 8 mil.

- B. The inside surface of the polyethylene wrap to be in contact with the pipe exterior shall be infused with an anti-microbial treatment to mitigate microbiologically influenced corrosion and a volatile corrosion inhibitor to control galvanic corrosion. Polyethylene encasement shall be V-bio or engineer approved equal.
- C. Polyethylene encasement shall meet minimum size requirements per TABLE 3 of Section 2.15 of DIPRA's Installation Guide for Ductile Iron Pipe.
- D. Polyethylene encasement shall be furnished in tube form for installation on pipe and pipe-shaped appurtenances such as bends, reducers, etc. Sheet film shall be provided and used for encasing all odd-shaped appurtenances such as tees, valves, crosses, etc.
- E. Test results from an independent testing agency certifying that the polyethylene encasement meets all criteria established by AWWA C105, current edition, shall be submitted to the Engineer prior to approval of the polyethylene encasement for use.
- F. A 2-inch-wide plastic adhesive tape shall be used for sealing seams, cuts, or tears in polyethylene encasement. Duct tape shall not be allowed.
 - 1. Adhesive tape shall be:
 - a. Calpico Vinyl;
 - b. Polyken 900, or;
 - c. Engineer approved equal.

2.11 INSULATION

- A. Pipe insulation shall be an extruded polystyrene board meeting the requirements of ASTM C578, Type IV. Expanded polystyrene board is not an approved product.
 - 1. Minimum board thickness shall be 2".
 - 2. Minimum R-Value shall be 10 in accordance with ASTM C518.
 - 3. Minimum compressive strength shall be 25 psi in accordance with ASTM D1621.
 - 4. Maximum water adsorption shall be 0.3% by volume in accordance with ASTM C272.
 - 5. Maximum water vapor permeance shall be 1.1 perm in accordance with ASTM E96.
- B. Pipe insulation shall be as follows or Engineer approved equal:
 - 1. FOAMULAR® insulating sheathing by Owens Corning Company or,
 - 2. STYROFOAM™ Brand Scoreboard by Dow Chemical Company.

2.12 FIRE HYDRANTS

A. Fire hydrants shall be single dry-barrel non-jacket type conforming to AWWA Standard C502. Each hydrant shall be furnished with **two 2-1/2-inch hose nozzles and one pumper connection**. The thread patterns shall be compatible with **City of Colton's** fire fighting equipment. The hydrants shall be designed for a working pressure of 250 pounds per square inch and tested at 500 pounds per square inch hydrostatic test pressure. Working parts shall be bronze. Bolts shall be stainless steel.

1. The main valve shall be compression type designed to close and open against main pressure. The main valve opening of the hydrant shall be 5-1/4-inch (nominal diameter). All operating parts, including the valve seat, shall be removable through the hydrant barrel with the hydrant in place. The operating threads shall be oil or grease lubricated.

2. Provide "O"-ring seals to prevent water from reaching the operating mechanism. Lubricate operating mechanism through an opening in the operating nut or bonnet. All moving parts are to be bronze or bronze bushed.

3. **Minimum cover from ground line to the top of the connecting pipe shall be 6.5-feet or as shown in the Plans.**

A traffic flange and operating rod coupling shall be located not more than 2-inches above the ground line and be designed so that in the event of an accident or breaking of the hydrant above the ground line, the main valve will remain closed.

4. Hydrants shall open counterclockwise and have No. 5 pentagon operating nut. Nozzle caps with rubber gaskets shall be furnished with No. 5 pentagon nut and be provided with chains attached to hydrants. All caps shall be lubricated with waterproof graphite grease.

5. Hydrants shall be provided with outlets for drainage in the base or barrel, or between the base and barrel, unless the Special Provisions require that drain outlets be omitted or plugged. Those hydrants with plugged drain outlets shall be marked with a manufacturer supplied metal tag.

6. Paint hydrants with a catalyst two part bright polyurethane topcoat & epoxy primer in the factory and repaint in the field if the coating has been damaged per manufacturers recommendations. The hydrant shoe shall also be constructed of ductile iron and shall be fusion bond epoxy coated inside and out prior to assembly for corrosion resistance.

7. The buried portion of the hydrant shall be wrapped with polyethylene encasement in accordance with AWWA C105.

8.

Hydrant Markers shall meet the following general requirements: 1) rods shall be 60" tall U V resistant fiberglass; 2) springs shall be zinc plated or type 304 stainless steel; 3) base plates shall be **zinc plated steel, type 304 stainless steel, or powder coated**

steel 'top-mount' bracket; and 4) bands shall be 6" red and white highly reflective UV resistant tape/sheeting.

9. Hydrants shall be
 - a. American Flow Control: Waterous Pacer
 - b. Engineer approved equal.

2.13 WATER TRACER WIRE

- A. Direct burial tracer wire shall be #12 AWG, copper clad with a 45 mil blue jacket and 198 lb tensile break load. The voltage rating shall be 600V.
- B. Splice Kits/Connectors:
 1. Splices or connectors shall be capable of handling from two to four wires per connections and be designated as "water proof."
- C. Ground Rods: Ground Rods shall be 3/8-inch diameter, 60-inch-long steel rod uniformly coated with metallically bonded electrolytic copper. Ground rod clamps shall be a high strength, corrosion-resistant copper alloy.

PART 3 INSTALLATION

3.1 GENERAL

- A. The Contractor shall saw cut and remove surface improvements, excavate and trench, remove water, bed, backfill, and restore surface improvements in accordance with the requirements outlined in the provision for Earthwork for Site Utilities and details shown on the Drawings.
- B. At all times when work is not in progress all open ends of pipe and fittings shall be securely closed so that no trench water, earth or other substance will enter the pipe.
- C. If the maximum width of the trench at the top of the pipe specified in Section 31 2300 is exceeded for any reason other than by direction of the Engineer, the Contractor shall, at his own cost, install such concrete encasement or granular embedment material as may be required to satisfactorily support the added backfill load.

3.2 LAYING PIPE

- A. The installation of water pipe shall conform to the applicable sections of the "AWWA PVC Pipe, Design and Installation, Manual of Water Supply Practices (AWWA No. M23)", AWWA C605, Uni-Bell Plastic Pipe Association and manufacturer's recommendations.
- B. No other pipe or material of any kind shall be placed inside a pipe or fitting. The interior of the pipe shall be thoroughly cleaned of foreign matter before being lowered into the trench, and

shall be kept clean during laying operations by plugging or other approved methods. The full length of each section of pipe shall rest solidly upon the pipe bed with the recesses to accommodate bells and joints, shaped by hand. Each pipe shall be laid true to line and grade and in such a manner as to form a close concentric joint with the adjoining pipe. Pipe shall not be laid in water, or when a trench or weather conditions are unsuitable for work. Water shall be kept from the trench until the joints have been completed in a satisfactory manner.

- C. Pipe shall be carefully inspected in the field before and after laying. If any cause for rejection is discovered in a pipe after it is laid, it shall be repaired or replaced by the Contractor. Any corrective work shall be approved by the Engineer and shall be at the expense of the Contractor without additional cost to the Owner. The Engineer shall be given the opportunity to inspect existing pipe before connection to new pipe is made.
- D. If less than four feet of cover is expected, insulation shall be used to protect the pipe from freezing. Cover between four and six feet will be evaluated on a case by case situation for insulation requirements. Whenever insulation is required for pipe, individual water services should be evaluated for insulation requirements. The insulation work shall be in accordance with the special provisions, drawings, and manufacturer's recommendations.

3.3 BLOCKING

- A. Fittings at bends in the pipeline shall be firmly wedged against the vertical face of the trench and blocked with concrete as detailed on the Drawings or as directed by the Engineer.

3.4 CUTTING PIPE

- A. Cutting of pipe shall be done in a neat and workmanlike manner without damage to the pipe. Cutting shall be done by means of an approved type of mechanical cutter.

3.5 COUPLINGS AND FITTINGS

- A. Pipe, couplings and fittings shall be handled and installed in accordance with the recommendations of the pipe manufacturer.

3.6 JOINTING

- A. The type of joint used shall conform to the requirement for the applicable type of pipe. Jointing operations shall be carried out in strict adherence to the manufacturer's recommendations. When joining PVC pipe to ductile iron fittings, the bevel on the PVC shall be made the same as the bevel required for the ductile iron fitting (normally shorter and steeper than factory pipe bevel). When joining to mechanical joint fittings, there shall be no pipe bevel.

3.7 JOINT RESTRAINTS

- A. Joint Restraints shall be installed on the pressure pipe fittings and valves per the manufacturer's recommendations at the locations shown on the Drawings.

3.8 FUTURE CONNECTIONS

- A. Pipe ends left for future connections shall be valved, plugged, or capped and anchored as shown on the Drawings or as directed by the Engineer.

3.9 RAISING OR LOWERING OF WATER LINES

- A. Water lines will be raised or lowered by the Contractor in those locations shown on the Plans, or where directed by the Engineer to avoid interference with new utilities. Water line adjustments shall be constructed to provide a minimum of 6 feet of cover over the adjusted water line. Water line adjustments shall not be made until the Utility which owns the water line has authorized such work. The adjusting of water service lines shall be considered incidental.

3.10 WATER AND SEWER MAIN SEPARATION

- A. Horizontal Separation: Whenever possible, watermain should be laid at least 10 feet, horizontally, from any existing or proposed sewer. Should local conditions prevent a lateral separation of 10 feet, a watermain may be laid closer than 10 feet to a sewer if:
 - 1. It is laid in a separate trench; or
 - 2. It is laid in the same trench with the water main located at one side on a bench of undisturbed earth;
 - 3. In either case, the elevation of the crown of the sewer is at least 18 inches below the bottom of the water main.
 - 4. Prior approval must be obtained from Engineer, Owner, and SDDANR.
- B. Vertical Separation: Whenever sewers must cross under watermains, the watermain shall be laid at such an elevation that the top of the sewer is at least 18 inches below the bottom of the water main. If the sewer line is less than 18 inches below the watermain, or is above the watermain, either the sewer pipe or watermain shall be fully encased for a distance of ten (10) feet each side of the crossing. The encasement shall consist of PVC encasement pipe closed at the ends with flexible reducing couplings.
- C. A reinforced concrete pipe (RCP) storm sewer may cross below a water main with a separation of less than 18 inches or at any height above a water main provided the joints on the RCP within 10 feet of either side of the water main are assembled with:

1. Performed butyl rubber sealant meeting federal specification #SS-S-210A and AASHTO M 198, and each of these joints are encased with a minimum 2-foot wide by 6-inch-thick concrete collar centered over the joint and reinforced with the equivalent steel area as that in the RCP. Encasement of the water main will not be required when the RCP joints are collared within the 20-foot section.
2. On O-ring that conforms to ASTM C 443 specifications. O-rings are manufactured for concrete pipe with diameters up to 18 inches.
3. A strip of impermeable material held in place with stainless steel bands and tested to 5 psi prior to the storm sewer being put into use.

3.11 THRUST BLOCKS

- A. Fittings at bends and tees in all buried lines shall be firmly wedged against undisturbed earth with poured or precast concrete thrust blocking as shown in the Drawings. The concrete shall meet a minimum 28-day compressive strength of 2500 psi for Fill Concrete.

3.12 SETTING VALVE & BOX, CURB STOP & BOX, AND HYDRANTS

- A. Valves, valve boxes and fire hydrants shall be installed where shown on the Plans and as directed by the Engineer in accordance with AWWA Standard C500 for valves and C600 for fire hydrants except as further specified herein.
 1. Boxes shall be centered on the valves. Granular bedding material then earth fill shall be carefully tamped using mechanized compactive equipment around each box and hydrant a minimum distance of 4-feet horizontally and full depth.
 2. Hydrants shall be set at such elevations that the connecting pipe will not have less cover than the distributing mains or as specified in the Plans.
 3. The hydrant shall be set upon a slab of concrete not less than four (4) inches thick and not less than fifteen (15) inches square. The back of the hydrant, opposite the pipe connection, shall be firmly wedged against the vertical face of a virgin trench to prevent the hydrant from blowing off the line.
 4. Not less than 1-cubic yard of clean granular embedment shall be placed around the base of the hydrant to ensure drainage, see detail drawings in the Plans.
 5. The backfill around boxes and hydrants shall be thoroughly compacted to the grade line in accordance with **Section 31 2300** of these Specifications.
 6. Hydrants, valves and curb stops shall have the interiors cleaned of all foreign matter before installation. Items shall be inspected in opened and closed positions to ensure that all parts are in working condition.

7. All underground ductile iron valves, valve boxes, fittings and fire hydrant bodies shall be installed with polyethylene encasement material installed in accordance with AWWA Standard C105.

3.13 ADJUSTMENT OF VALVE BOXES

- A. Existing valve boxes which are to remain are to be adjusted by the Contractor. Under this item of work, the approximate quantity of adjustments are as shown in the Bid. The Engineer may increase or decrease the number of valve boxes to be adjusted. Valve boxes shall be adjusted to be flush with the top of the finished pavement. This work will be accomplished by means of a valve box extension, "Rite-hite", or Engineer approved equal.
- B. All costs due to damaged, cracked, or misaligned valve boxes, due to the carelessness of the Contractor, shall be the responsibility of the Contractor.

3.14 DRIVEWAY AND GRAVEL ROAD CROSSINGS

- A. Driveway and gravel road crossings shall be open cut. Crossings for bituminous driveways and roads shall be bored.
 1. Open Cut Option: Driveways and gravel roads that are open cut shall be repaired to original grades and surfaces. This work shall be done in accordance with **Section 31 2300** of these Specifications and include all gravel surfacing and gravel base course to repair the crossings to their original condition.

3.15 TRACER WIRE

- A. Contractor shall install the tracer wire in compliance with the following requirements:
 1. Tracer wire shall be installed to properly trace all water distribution pipes without loss or deterioration of signal or without the signal migrating off the tracer wire.
 2. Tracer wire shall be installed in the same trench and inside horizontal bored holes and casing with pipe during pipe installation.
 3. Tracer wire shall be secured to the pipe at 10-ft intervals to insure that the tracer wire remains adjacent to the pipe.
 4. NO SPLICE will be allowed in horizontal bored holes or casing with pipe.
 5. Approved splice connections shall be waterproof connections such as 3M DBR, Copperhead SnakeBite or Engineer approved equal.
 6. Except for approved spliced in connections, tracer wire shall be continuous and without splices from each access/termination point.

7. Tracer wire access points shall be within the public right-of-way or public utility easement.
8. Tracer wire access points shall be no more than 500 feet apart. Longer distances between access points shall be approved by the Engineer prior to establishing the access point.
9. Continuity tests shall be conducted by the Contractor in the presence of and to the satisfaction of the Engineer, Resident Project Representative, or Owner. The Contractor shall provide sufficient advance notice of any testing.
10. Contractor shall supply all the necessary testing equipment and materials to perform the continuity tests. After the Contractor has confirmed and demonstrated that the tracer wire system is functioning properly, the Owner shall test for functionality and final acceptance of the tracer wire system.

3.16 DISINFECTION

- A. Each unit of completed potable water line shall be disinfected with chlorine and tested for bacteriological quality before acceptance for domestic operation.
- B. The Contractor shall furnish all materials and perform the disinfecting, flushing, and testing as necessary for meeting the water quality requirements.
 1. Tablet Method: Disinfection shall be completed in accordance with American Water Works Association Standard C651, current edition Tablet Method for Disinfecting Water mains.
 - a. The Tablet Method consists of placing either calcium hypo-chlorite granules or tablets in the water main as it is being installed and filling the main with potable water when installation is completed.
 - b. This method may be used only if the pipes and appurtenances are kept clean and dry during construction.
 - c. The Tablet Method shall give an average chlorine dose of 25 mg/l.
 - 1) Placing of Calcium Hypochlorite Granules: During construction, calcium hypochlorite granules shall be placed at the upstream end of each branch main, at the upstream end of the first section of pipe, and at 500-foot intervals. The quantity of granules shall be as shown in the following table:

TABLE OF OUNCES OF CALCIUM HYPOCHLORITE GRANULES TO BE PLACED AT BEGINNING OF MAIN AND AT EACH 500-FOOT INTERVAL

Pipe Diameter (Inches)	Calcium Hypochlorite Granules (Ounces)
4	1.7
6	3.8
8	6.7
10	10.5
12	15.1
14 and Larger	$D^2 \times 15.1$ (where D is inside pipe diameter in feet)

WARNING: The above-mentioned procedure must not be used on solvent-welded plastic or screwed-joint steel pipe because of the danger of fire or explosion from the reaction of the joint compounds with the calcium hypochlorite.

- 2) Placing of Calcium Hypochlorite Tablets: During construction, 5-gram calcium hypochlorite tablets shall be placed in each section of pipe and also one such tablet shall be placed in each hydrant, hydrant branch, and other appurtenances. The number of 5-gram tablets required for each pipe section shall be $0.0012 D^2 L$ rounded to the next highest integer, where D is the inside pipe diameter, in inches, and L is the length of the pipe section, in feet. The following table shows the number of 5-gram tablets required for commonly used sizes of pipes:

Table of Number of 5-Gram Calcium Hypochlorite Tablets Required for Dose of 25 MG/L*					
Length of Pipe Section					
Number of 5-gram Hypochlorite Tablets					
Pipe Diameter (Inches)	13 or Less	18	20	30	40
4	1	1	1	1	1
6	1	1	1	2	2
8	1	2	2	3	4
10	2	3	3	4	5
12	3	4	4	6	7
16	4	6	7	10	13

*Based on 3.25 grams available chlorine per tablet.

- a) The tablets shall be attached by an adhesive Permatix* or equal. There shall be no adhesive on the tablet except on the broad side attached to the surface of the pipe. Attach all tablets inside and at the

top of the main, with approximately equal numbers of tablets at each end of a given pipe length.

- 3) Filling and Contact: When installation has been completed, the main shall be filled with water at a rate such that water within the main will flow at a velocity no greater than 1 foot per second. This water shall remain in the pipe for at least 24 hours. If the water temperature is less than 41 degrees F, the water shall remain in the pipe for at least 48 hours. Valves shall be positioned so that the strong chlorine solution in the treated main will not flow into water mains in active service.
 - 4) Final Flushing:
 - a) Clearing the Main of Heavily Chlorinated Water: After the applicable retention period, heavily chlorinated water should not remain in prolonged contact with pipe. In order to prevent damage to the pipelining or corrosion damage to the pipe itself, the heavily chlorinated water shall be flushed from the main until chlorine measurements show that the concentration in the water leaving the main is no higher than that generally prevailing in the system or is acceptable for domestic use.
 - b) Disposing of Heavily Chlorinated Water: Water used for disinfection must not reach a stream, river, or other waterway of the state if chlorine is detected in the water. Contact SDDANR Surface Water Quality Program at (605) 773-3351 for more information.
2. Swabbing with Hypochlorite Solution: Where an existing watermain is cut for the installation of any fitting, the pipe and fittings proposed to be installed shall be disinfected prior to installation by cleaning the interior of all pipe and fittings of all dirt and debris and thoroughly swabbed or sprayed with a one percent (1%) hypochlorite solution.
- C. Bacteriological Tests: After final flushing and before the water main is placed in service, a minimum of two samples shall be collected from each segment of pipe at the end of the line in addition to two samples per 800 feet of completed potable line which all associated costs are incidental to the project. A unit of completed potable line is defined as each segment the Contractor elects to test individually prior to connection to the potable water system. The samples shall be tested for bacteriological quality in accordance with "Standard Methods for the Examination of Water and Wastewater", meet the standards prescribed by the Department of Agriculture and Natural Resources, and shall show the absence of coliform organisms.
1. The two samples must be collected at least 24-hours apart.

2. These samples must be submitted to the **State Health Laboratory in Pierre**, or other laboratory acceptable to the Department of Agriculture and Natural Resources
 3. The samples must be free of coliform bacteria before the system is placed into service.
 4. The Contractor shall perform additional BacT tests as directed by the Engineer or Owner.
- D. **Redisinfection:** If the initial disinfection fails to produce satisfactory bacteriological samples, the main may be reflushed and shall be resampled. If check samples show the presence of coliform organisms, then the main shall be rechlorinated by the Continuous Feed Method or Slug Method in accordance with AWWA, C651, current edition.
- E. **Alternate Methods:** The Contractor may, at his option, use either the Continuous Feed or Slug Method in lieu of the specified Tablet Method. The procedures for the alternate methods are described in AWWA C651, current edition.
1. It should be noted that the specified Tablet Method shall be used only if the pipes and appurtenances are kept clean and dry during construction.

3.17 HYDROSTATIC TESTING FOR WATER LINES

- A. **General:** It is the intent of this Specification that all joints in piping be watertight and that all joints which are found either by observation or any specified test to leak shall be made watertight by the Contractor. The water main shall be tested in accordance with AWWA C605 or as specified herein.
- B. **Pressure Test:** After the pipe has been laid, all newly laid pipe or any valved section thereof shall be subjected to the hydrostatic pressure listed below at the point of testing.
1. Pressure gauge shall be a standard pressure gauge that registers 0-200 psi with 1 psi increments. Dial size shall be 4-1/2-inch diameter.
 2. **Test Pressure Restrictions:** Test pressures shall be:
 - a. Not be less than 120 psi at any time during the test.
 - b. Not exceed pipe or thrust restraint design pressures.
 - c. Be of at least 2-hour duration.
 - d. Not drop more than 5 psi.
 - e. Not exceed twice the rated pressure of the valves or hydrants when the pressure boundary of the test section includes closed gate valves or hydrants.
 - f. Not exceed the rated pressure of the valves if resilient-seated butterfly valves are used.

3. Pressurization: Each valved section of pipe shall be filled with water slowly and the specified test pressure, based on the elevation of the lowest point of the line or section under test and corrected to the elevation of the test gage, shall be applied by means of a pump connected to the pipe in a manner satisfactory to the Engineer.
4. Air Removal: Before applying the specified test pressure, air shall be expelled completely from the pipe, valves and hydrants. If permanent air vents are not located at all high points, the Contractor shall install corporation stops at such points so that air can be expelled as the line is filled with water. After all the air has been expelled, the corporation cocks shall be closed and the test pressure applied. At the conclusion of the pressure test, the corporation cocks shall be left in-place.
5. Examination: All exposed pipe, fittings, valves, hydrants and joints shall be examined carefully during the test. Any damage or defective pipe, fittings, valves or hydrants that are discovered following the pressure test shall be repaired or replaced with sound material and the test shall be repeated until it is satisfactory to the Engineer.

3.18 MAINTAINING WATER SERVICE

- A. During the replacement of existing watermains and installation of new watermains the water service shall be maintained during construction, except for brief shutdowns to connect into existing watermains. The shutdowns for "cut-in" shall be during low demand periods and adequate notice shall be given to the affected water consumers. During the replacement of an existing watermain, the Contractor shall supply water to the consumers by modifying the existing supply piping or installing a temporary above ground piping system or a combination of both. The necessary pipe, fittings, valves etc. required for the temporary water services shall be considered incidental to the bid items for individual pipe, pipe fittings and other pipe appurtenance and will not be measured for payment separately.

3.19 ABANDONMENT & REMOVAL OF EXISTING WATERMAIN

- A. Watermain, fire hydrants, water services, valves, etc. shall be abandoned or removed as indicated on the plans. Contractor shall be responsible for proper disposal of all un-salvaged watermains, valves, fittings, fire hydrants, etc.

3.20 CLEAN-UP

- A. Upon completion of the work, the Contractor shall remove all surplus construction materials and debris resulting from the work, and all areas of work shall be left in an orderly manner.

PART 4 MEASUREMENT AND PAYMENT

4.1 GENERAL

- A. All measurements and payments will be based on completed work performed in strict accordance with the Drawings and Specifications and the respective prices and payment shall constitute full compensation for all work completed, including incidentals. No separate payment will be made for excavation, trenching, dewatering, backfilling, or compaction, for items of work covered under this section of the Specifications and all such costs pertinent to these items shall be included in the applicable unit prices thereof.

4.2 WATERMAIN PIPE

- A. Pipe for watermain shall be measured in lineal feet along the centerline of the pipe without deducting for fittings or valves for the various sizes of watermain satisfactorily furnished and installed. Payment for pipe for watermain shall be made at the Contract unit price per lineal foot for "1" High Density Polyethylene Pipe" and "PVC Watermain", as stipulated in the Bid for the various sizes and types shown, which price and payment shall be full compensation for all labor, materials, tools, and equipment for furnishing and installing the pipe, including hauling, handling, excavation, removal of existing watermain, laying, jointing, dewatering, backfilling, compaction, removal and replacement of fences and culverts, protection and adjustment of utilities and landscaping which may be encountered by the work, disinfection, disposal of excess excavation, clean-up, and testing of the finished pipeline in accordance with these Drawings and Specifications.

4.3 WATERMAIN PIPE SPECIALS AND FITTINGS

- A. Watermain pipe specials and fittings shall be measured by the number of each kind and size actually installed. Payment for this item shall be made at the Contract unit price each for specials and fittings of the various kinds and sizes as stipulated in the Bid, which price and payment shall be full compensation for all labor, tools, equipment and materials for furnishing and installation of the items including handling, excavation, jointing, joint restraints, dewatering, backfilling, testing and disinfection, all in accordance with these Drawings and Specifications.

4.4 GATE VALVES

- A. Gate valves and boxes shall be measured by the number of each size actually installed. Payment for this item shall be made at the Contract unit price for each "Gate Valve with Box" of various sizes as stipulated in the Bid, which price and payment shall be full compensation for all labor, tools, equipment and materials for furnishing and installation of the items including handling, excavation, jointing, joint restraints, dewatering, backfilling, compaction, testing and disinfection, all in accordance with these Drawings and Specifications.

4.5 FIRE HYDRANTS

- A. Fire hydrants shall be measured by the number actually installed. Payment for this item shall be made at the Contract unit price for each "Standard Fire Hydrant" as stipulated in the Bid, which price and payment shall be full compensation for all labor, tools, equipment and materials for furnishing and installation of the items including handling, excavation, jointing, joint restraints, dewatering, drainage rock, backfilling, compaction, testing and disinfection, all in accordance with these Drawings and Specifications.

4.6 CORPORATION STOPS AND SERVICE SADDLES

- A. Corporation stops and service saddles shall be measured by the actual number of various sizes installed in the system, including pretapped holes or field tapping, with service saddle. Payment for this item shall be made at the Contract unit price for each "Corporation Stop and Tapping Saddle" as stipulated in the Bid, which price and payment shall be full compensation for all labor, materials, tools, and equipment required for furnishing and installing the corporation stops in approved pretapped holes or in field tapped holes with service saddles at proper locations, including handling, tapping, jointing, testing and disinfection, all in accordance with these Drawings and Specifications.

4.7 CURB STOP AND BOX

- A. Curb stops and boxes shall be measured by the actual number of the various sizes actually installed in the system. Payment for this item shall be made at the Contract unit price for each "Curb Stop with Box", as stipulated in the Bid, which price and payment shall be full compensation for all labor, materials, tools, and equipment required for furnishing and installing the curb stops and boxes at the proper locations, including handling, jointing, blocking, testing and disinfection, all in accordance with these Drawings and Specifications.

4.8 PVC ENCASUREMENT PIPE

- A. The PVC encasement pipe used to carry the watermain where it crosses the sanitary sewer shall be measured in lineal feet along the centerline of such pipe satisfactorily furnished and installed. Payment for PVC encasement pipe shall be made at the Contract unit price per lineal foot for "PVC Encasement Pipe", of the various diameters as stipulated in the Bid, which price and payment shall be full compensation for furnishing all labor, materials, tools and equipment required to install the encasement pipe including hauling, excavation, laying, jointing, backfilling, sealing, encasement pipe, chocks, clean-up and incidentals required to complete the item of work in accordance with these Drawings and the Specifications. The furnishing and installation of the watermain within the encasement pipe shall be measured and paid for as watermain according to applicable portions of these Specifications.

4.9 TEMPORARY WATER SERVICE

- A. The necessary pipe, fittings, valves, restraints, installation, disinfection required for temporary water service, maintenance and disassembly and re-assembly shall be included in the price bid for Temporary Water Service. Payment for providing temporary water service will be incidental to the bid items for individual pipe, pipe fittings and other pipe appurtenance and will not be measured for payment separately.
- B. The method, route and connection points used to provide Temporary Water Service shall be approved in advance by the Owner and Engineer.

4.10 ADJUSTMENT OF VALVE BOXES

- A. Adjustment of valve boxes will be measured by the number of valve boxes satisfactorily adjusted to grade. Payment shall be made at the Contract unit price for each "Adjustment of Valve Boxes" as stipulated in the Bid, which price and payment shall be full compensation for all materials, labor, tools, equipment and other incidentals required to complete the item of work in accordance with these Drawings and Specifications.

4.11 PIPE INSULATION

- A. Rigid insulation furnished and installed shall be measured along the horizontal projection, parallel with the storm sewer pipe, in square feet satisfactorily installed. Payment shall be made at the Contract unit price per square foot for "Pipe Insulation," as stipulated in the Bid, which price and payment shall be full compensation for furnishing all labor, tools, equipment and materials required to complete the item of work in accordance with the Drawings and Specifications.

4.12 ABANDONMENT AND REMOVAL OF EXISTING WATER SERVICES AND

APPURTENANCES

- A. No separate measurement or payment will be made for abandoning and removing existing water services, valves and fittings.

4.13 ADJUSTING WATER MAINS

- A. The cost of adjusting water mains and water services shall be included in the cost of water main pipe for which payment is specified.

END OF SECTION 331000

**SECTION 33 4100
STORM UTILITY DRAINAGE PIPING**

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 DESCRIPTION

- A. This Section of the Specification includes the following:
 - 1. Storm Sewer Pipe.
 - 2. Storm Sewer Fittings
 - 3. Flared End
 - 4. Type B Drop Inlets
 - 5. Special Type B Drop Inlets
- B. Related Sections include the following:
 - 1. Division 31; Section "Trenching Excavation and Backfilling" for soil materials, excavating, and backfilling.
 - 2. Division 31; Section "Roadway Excavation and Embankment" for soil materials, excavating, and site grading.

1.3 STANDARD SPECIFICATION REFERENCE

- A. The work to be performed under this Contract shall be governed by the "Standard Specifications for Roads and Bridges", South Dakota Department of Transportation, current Edition, which specifications shall apply as though printed in full with these Contract Documents.
- B. Any reference to the Engineer shall mean the firm of Banner Associates, Inc., Consulting Engineers, Brookings, South Dakota, for purposes of this project.

1.4 SHOP DRAWINGS

- A. Shop drawings shall be submitted for the following items:
 - 1. Pipe, culvert, box, fittings and appurtenances with dimensions, details, materials of construction, and load tables for the class of pipe furnished.

2. Drop or Area Inlets, frames and grates and covers with details, dimensions and materials of construction. Concrete mix design
3. Manholes or Junction Boxes, frames and covers with details, dimensions and materials of construction.

1.5 REFERENCE STANDARDS

- A. ASTM C76 - Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe; 2025.

PART 2 PRODUCTS

2.1 STORM SEWER PIPE

- A. General: Pipe furnished for installation on this project shall be of the size and type shown on the Drawings. The pipe shall be manufactured from one of the materials designated for the specified line and application as described in the following subsections.
- B. Concrete Pipe: Circular reinforced concrete pipe shall be in accordance with ASTM C76 and SDDOT Standard Specification Section 990.1A Joints shall be tongue and groove. All concrete pipe shall be Class III.

2.2 JUNCTION BOX

- A. Junction boxes shall be cast in place and constructed in accordance with the Drawings. All concrete and concrete grout used in construction shall meet the requirements in SDDOT Standard Specification Section 670.

2.3 AREA INLETS

- A. Area Inlets shall be cast in place and constructed in accordance with the Drawings. All concrete and concrete grout used in construction shall meet the requirements in SDDOT Standard Specification Section 670.

2.4 DROP INLETS

- A. Drop inlets shall be cast in place and constructed in accordance with the Drawings. Drop inlets shall be provided with weep holes as indicated on the drawings. All concrete and concrete grout used in construction shall meet the requirements in SDDOT Specification Section 670.

2.5 SPECIAL FITTINGS

- A. Concrete pipe bends, reducers, , tees, end caps, flared ends, other and miscellaneous fittings shall be fabricated in accordance with the details or descriptions shown on the Drawings.

2.6 JUNCTION BOX, DROP INLET, AND AREA INLET CASTINGS

- A. Frames and covers for junction boxes, drop inlets, and area inlets shall be made of cast iron conforming to ASTM A48 Class 35B. Castings shall be of uniform quality, free from blowholes, shrinkage, distortion or other defects. Cast iron frames, grates and covers shall conform to the Drawing in all essentials of design. Standard castings differing in non-essential details and approved by the Engineer will be acceptable. Before leaving the foundry all castings shall be thoroughly cleaned by sandblasting. Junction Box and Area Inlets covers and frames shall have machined bearing surfaces.

2.7 FLARED END

- A. General: Flared ends furnished for installation on this project shall be of the size and type shown on the Drawings. The flared end shall be manufactured from one of the materials designated for the specified line and application as described in the following subsections.

2.8 FILL CONCRETE

- A. Concrete used to provide drainage to the outlet on the floor shall attain a minimum ultimate 28-day compressive strength of not less than 2500 psi when tested in accordance with the "Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.

2.9 TIE BOLTS

- A. Tie bolts for RCP and RCP Arch shall meet the requirements of SDDOT Standard Plate No. 450.18.

PART 3 EXECUTION

3.1 GENERAL

- A. The Contractor shall saw cut and remove surface improvements, excavate and trench, remove water, bed, backfill, and restore surface improvements in accordance with the requirements outlined in Section 31 2300 of these Specifications and details shown on the Drawings.
- B. At all times when work is not in progress all open ends of pipe and fittings shall be securely closed so that no trench water, earth or other substance will enter the pipe.
- C. If the maximum width of the trench at the top of the pipe specified in Section 31 2300 is exceeded for any reason other than by direction of the Engineer, the Contractor shall, at his own cost, install such concrete encasement or granular embedment material as may be required to satisfactorily support the added backfill load.

3.2 LAYING PIPE

- A. Pipe shall be carefully inspected in the field before and after laying. If any cause for rejection is discovered in a pipe after it is laid, it shall be repaired or replaced by the Contractor. Any corrective work shall be approved by the Engineer and shall be at the expense of the Contractor without additional cost to the Owner.
- B. The Engineer shall be given the opportunity to inspect existing pipe before connection to new pipe is made. Pipe shall be laid upgrade. Each pipe shall be laid true to line and grade and in such a manner as to form a close concentric joint with the adjoining pipe. As the work progresses, the interior of the pipe shall be cleaned of all dirt and superfluous materials of every description.
- C. Installation of HDPE pipe shall conform to the requirements of ASTM 2321

3.3 JOINTING

- A. The type of joint used shall conform to the requirements of the applicable type of pipe. Jointing operations shall be carried out in strict adherence to the manufacturer's recommendations.

3.4 CONCRETE CRADLES

- A. The pipe shall be supported on concrete cradles where directed by the Engineer. The concrete shall meet as a minimum the requirements for Fill Concrete.

3.5 CONNECTIONS

- A. The Contractor shall make all connections to existing piping and structures from which storm water is to be received or discharged.

3.6 JUNCTION BOXES, AREA INLETS

- A. Concrete junction boxes and area inlets shall be built on prepared foundations, conforming to the dimensions and form indicated on the plans. Reinforcement shall be placed as indicated on the plans and shall be approved by the Engineer before the concrete is poured if the junction boxes or area inlets are to be cast in place.
- B. All invert channels shall be constructed and shaped accurately so as to be smooth, uniform, and cause minimum resistance to flowing water. The interior bottom shall be sloped downward toward the outlet.

3.7 DROP INLETS

- A. Concrete drop inlets shall be built on prepared foundations, conforming to the dimensions and form indicated on the plans. Reinforcement shall be placed as indicated on the plans and shall be approved by the Engineer before the concrete is poured.

- B. All invert channels shall be constructed and shaped accurately so as to be smooth, uniform, and cause minimum resistance to flowing water. The interior bottom shall be sloped downward toward the outlet.

3.8 SPECIAL FITTINGS

- A. Bends, increasers, end caps, and flared ends shall be installed as described in “Laying Pipe” described earlier in these specifications.

3.9 ABANDONMENT & REMOVAL OF EXISTING STORM SEWER

- A. Storm sewer pipe, manholes, drop inlets, junction boxes, area inlets etc. shall be abandoned or removed as indicated on the plans. All materials removed shall be disposed of by the Contractor at a site provided by the Contractor.

3.10 CLEAN-UP

- A. The Contractor shall maintain the work area in a clean and presentable condition during his work operation and shall clear the area of surplus construction materials, debris and rubbish resulting from his operations. The site shall be left in a satisfactory clean and neat appearance.

3.11 WATER AND STORM SEWER SEPARATION -

- A. Horizontal Separation – Sewers shall be laid at least 10 feet (3.0 m) horizontally from any existing or proposed water main. The distance shall be measured edge to edge. In cases where it is not practical to maintain a 10 foot (3.0 m) separation, the Department may allow deviation on a case-by-case basis, if supported by data from the design engineer. Such deviation may allow installation of the sewer closer to a water main, provided that the water main is in a separate trench or on an undisturbed earth shelf located on one side of the sewer and at an elevation so the bottom of the water main is at least 18 inches (450 mm) above the top of the sewer.
 - 1. If it is impossible to obtain proper horizontal separation as described above, both the water main and sewer shall be constructed of slip-on or mechanical joint pipe complying with public water supply design standards of the Department and be pressure tested to 150 psi (1034kPa) to assure water tightness before backfilling.
- B. Vertical Separation
 - 1. Sewers Crossing Under Water Mains – The sewer shall be laid to provide a minimum of 18 inches (450 mm) from the top of the sewer to the bottom of the water main. The crossing shall be arranged so the sewer joints will be equidistant and as far as possible from the water main.

2. Sewers Crossing Over Water Mains – Either the water main or the sewer main must be encased in a watertight carrier pipe that extends 20 feet (3.0 m) on both sides of the crossing, measured perpendicular to the water main. The carrier pipe shall be PVC, ABS, or HDPE, and the ends sealed with a rubber gasket or boot.
- C. Special Conditions – When it is impossible to obtain the proper horizontal and vertical separation as stipulated above, one of the following methods shall be specified:
1. Water Pipe – The sewer shall be designed and constructed equal to water pipe and shall be pressure tested at 150 psi (1043 kPa) prior to backfilling to assure water tightness; or;
 2. Carrier Pipe – Either the water main or the sewer main may be encased in a watertight carrier pipe that extends 10 feet (3.0 m) on both sides of the crossing, measured perpendicular to the water main. The carrier pipe shall be PVC, ABS, or HDPE, and the ends sealed with a rubber gasket or boot.
- D. A reinforced concrete pipe (RCP) storm sewer may cross below a water main with a separation of less than 18 inches or at any height above a water main provided the joints on the RCP within 10 feet of either side of the water main are assembled with:
1. Performed butyl rubber sealant meeting federal specification #SS-S-210A and AASHTO M 198, and each of these joints are encased with a minimum 2-foot wide by 6-inch thick concrete collar centered over the joint and reinforced with the equivalent steel area as that in the RCP. Encasement of the water main will not be required when the RCP joints are collared within the 20-foot section.
 2. On O-ring that conforms to ASTM C 443 specifications. O-rings are manufactured for concrete pipe with diameters up to 18 inches.
 3. A strip of impermeable material held in place with stainless steel bands and tested to 5 psi prior to the storm sewer being put into use.

END OF SECTION 334100

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

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

FEBRUARY 18, 2026

Delete the Flagging and Pilot Car rows from the table in Section 4.4 and replace them with the following:

Specification Section Number	Specification Section Name	Item Name	Price per Item
634.5	Temporary Traffic Control	Flagging	\$43.36/Hour
634.5	Temporary Traffic Control	Pilot Car	\$58.77/Hour

* * * * *

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION
FOR
AMERICAN SECURITY DRONE ACT**

DECEMBER 15, 2025

By submitting a bid proposal for this contract, the bidder certifies and agrees the following information is correct for the bidder and all subcontractors (all tiers):

The bidder understands and acknowledges the American Security Drone Act (ASDA), Pub. L. No. 118-31, §§ 1821-32 (41 U.S.C. § 3901 note) (2023) and the United States Office of Management and Budget memorandum M-26-02. The bidder certifies its performance of work will comply with the ASDA.

The Contractor will maintain all records and documents pertinent to the requirements for not less than five (5) years from Final Acceptance by the Department. The Contractor will furnish or make available copies of these records and documents for inspection and verification by the Department and FHWA upon request.

* * * * *

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION
FOR
STEEL BEAM GUARDRAIL
AASHTO M 180 DESIGNATION**

OCTOBER 1, 2025

Section 630.2 B. – Delete and replace with the following:

B. Beam Guardrail:

For all projects let prior to January 1, 2027 the following shall apply:

Beam guardrail will conform to AASHTO M 180-18, Type I, or AASHTO M 180-23, Type I, unless the plans specify another type.

For all projects let January 1, 2027 and after the following shall apply:

Beam guardrail will conform to the most recent, at the time of the letting, version of AASHTO M 180, Type I, unless the plans specify another type.

Section 630.2 C. – Delete and replace with the following:

C. Bolts, Nuts, and Washers:

For all projects let prior to January 1, 2027 the following shall apply:

Bolts, nuts, and washers will be as specified in AASHTO M 180-18 or AASHTO M180-23.

For all projects let January 1, 2027 and after the following shall apply:

Bolts, nuts, and washers will be as specified in the most recent, at the time of the letting, version of AASHTO M 180.

* * * * *

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION
FOR
ACKNOWLEDGEMENT AND CERTIFICATION REGARDING
ARTICLE 3, SECTION 12
OF THE SOUTH DAKOTA CONSTITUTION**

AUGUST 24, 2023

In accordance with the State of South Dakota Office of the Governor Executive Order 2023-13, the following will apply to all contracts:

The Contractor acknowledges and certifies that the following information is correct:

CERTIFICATION OF NO STATE LEGISLATOR INTEREST:

Contractor (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to this contract. By signing this contract, Contractor hereby certifies that this contract is not made in violation of the South Dakota Constitution Article 3, Section 12.

It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the Department to terminate the contract.

The Contractor further agrees to provide immediate written notice to the Department if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

* * * * *

FUEL ADJUSTMENT AFFIDAVIT

Project Number _____
PCN _____
County _____

For projects let using the SDEBS) and in accordance with Section 9.10, 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 will 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 must 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 will 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).

**SPECIAL PROVISION FOR EEO AFFIRMATIVE ACTION REQUIREMENTS ON
FEDERAL AND FEDERAL-AID CONSTRUCTION CONTRACTS**

FEBRUARY 5, 2024

**Notice of 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 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%	Oglala Lakota	7.9%
Buffalo	7.9%	Hanson	0.8%	Pennington	3.4%
Butte	7.9%	Harding	7.9%	Perkins	7.9%
Campbell	7.9%	Hughes	7.9%	Potter	7.9%
Charles Mix	0.8%	Hutchinson	0.8%	Roberts	1.3%
Clark	1.3%	Hyde	7.9%	Sanborn	0.8%
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. 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 a 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 shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is shown by county designation on the Title Sheet of the plans.

**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 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 7 a 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 or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting 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 unions have employment opportunities available, and maintain a record of the organizations' 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 such 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 therefor, along with whatever additional actions the Contractor may have taken.

D. Provide immediate written notification to the Director when the union or unions 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 compiled 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 Contractor's EEO policy with other 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 work force.

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 obligations.

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 goals 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, sexual orientation, gender identity, 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, helper, 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 the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION FOR
REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS
FHWA 1273 (OCTOBER 23, 2023)**

OCTOBER 18, 2023

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 three sentences of 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 and to all portions of Transportation Alternatives Program (TAP) funded projects.

Section IV.3.b.(1)

Delete this section and replace with the following:

The Contractor and each related subcontractor must submit weekly, for each week in which any contract work is performed, an electronic certified weekly payroll report. The Contractor is responsible for the submission of certified payroll reports by all subcontractors. The payroll report must be submitted electronically to the Elation System website. The Contractor must submit a legally valid electronic signature. The Elation System website can be accessed by logging onto the State of South Dakota's single sign-on website at <https://mysd.sd.gov/> or can also be accessed at <https://elationsys.com/>. First time users will need to use the Promotion Code SDDOT-19. The payroll report must be submitted within fourteen (14) calendar days after the end of the workweek.

Section IV.3.b.(2)

Delete the third sentence.

Section IV.3.b.(3)

Delete the first paragraph and replace with the following:

Each certified weekly payroll report must include the most recent South Dakota Department of Transportation (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 Instructions for the SDDOT Statement of Compliance Form are found at <https://dot.sd.gov/doing-business/contractors/labor-compliance/certified-payrolls-let-after-6/5/19>. The SDDOT will not accept any payroll report which does not include the most recent SDDOT Statement of Compliance Form. The SDDOT Statement of Compliance Form must certify the following:

Section IV.3.b.(4)

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.(3) of this section.

Section IV.4.a.(1)

Delete the first sentence and replace with the following:

Apprentices will be permitted to work at less than the predetermined rate for the work they perform, but not less than the Common Laborer wage rate contained in the bid documents, 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 (OA), or with a State Apprenticeship Agency recognized by the OA.

* * * * *

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

- I. General
- II. Nondiscrimination
- III. Non-segregated 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. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

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, United States Code, as required in 23 CFR 633.102(b) (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). 23 CFR 633.102(e).

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. 23 CFR 633.102(e).

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) in accordance with 23 CFR 633.102. 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 solicitation-for-bids or request-for-proposals 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). 23 CFR 633.102(b).

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. 23 CFR 633.102(d).

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. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A 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 Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 230, Subpart A, 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 (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 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 Part 35 and 29 CFR Part 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. 23 CFR 230.409 (g)(4) & (5).

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, sexual orientation, gender identity, 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 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 or other knowledgeable company official.

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, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure 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. 23 CFR 230.409. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 thereunder. 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, sexual orientation, gender identity, 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, 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. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. 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 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 recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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 more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, 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, sexual orientation, gender identity, 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), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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 (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must 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. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) 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 will be sent by the contracting officer by email to DBAconformance@dol.gov. 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.

(4) 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 will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The 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.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.* 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must 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.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working 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 [29 CFR part 3](#); and

(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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. 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. 23 CFR 230.111(e)(2). 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 journeyworkers 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 as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 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 as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, 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 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 [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), 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 watchpersons 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. 29 CFR 5.5.

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 and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* 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.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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" in paragraph 1 of Section VI 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: (based on longstanding interpretation)

- (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. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), 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. Pursuant to 23 CFR 635.116(c), 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. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

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 Part 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. 23 CFR 635.108.

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 Part 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). 29 CFR 1926.10.

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 Part 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 11, 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 (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

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. 2 CFR 180.220 and 1200.220.

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. 2 CFR 180.320.
- 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. 2 CFR 180.325.
- 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. 2 CFR 180.345 and 180.350.

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, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 180.330.

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. 2 CFR 180.220 and 180.300.

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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. 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 System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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 CFR 180.325.

* * * * *

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 CFR 180.335;

(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, 2 CFR 180.800;

(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, 2 CFR 180.700 and 180.800; 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. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. 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). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant 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. 2 CFR 180.365.

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, Subpart I, 180.900 – 180.1020, 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 recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 1200.220 and 1200.332.

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. 2 CFR 180.220 and 1200.220.

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 System for Award Management website (<https://www.sam.gov>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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. 2 CFR 180.325.

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should 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 Part 20, App. A.

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.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent 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. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working 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 section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

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 REGARDING
MINIMUM WAGE ON FEDERAL-AID PROJECTS**

OCTOBER 24, 2019

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, an electronic certified weekly payroll report. The payroll report must be submitted electronically to the Elation System website. The Elation System website can be accessed by logging onto the State of South Dakota's single sign-on website at <https://mysd.sd.gov/> or can also be accessed at <https://elationsys.com/>. First time users will need to use the Promotion Code SDDOT-19. The payroll report must be submitted within fourteen (14) calendar days after the end of the workweek. The payroll reports submitted shall set out accurately and completely all the information required to be maintained under 29 C.F.R. 5.5(a)(3)(i). Weekly transmittals must include an individually identifying number for each employee, such as the last four digits of the employee's social security number, but these weekly transmittals must not include full social security numbers or home addresses. The Contractor is responsible for the submission of certified payroll reports by all subcontractors.

Each certified weekly payroll report must include the most recent South Dakota Department of Transportation (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 Instructions for the SDDOT Statement of Compliance Form are found at <https://dot.sd.gov/doing-business/contractors/labor-compliance/certified-payrolls-let-after-6/5/19>. The SDDOT 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 Decision
State: South Dakota
Construction Types: Heavy and Highway
Counties: South Dakota Statewide**

Agency: U.S. DOL
Wage Decision Number: **SD20260001 SD1**
Counties: SD Statewide
Wage Decision Date: **01/30/2026 (Mod-0)**

***SASD2025-001 12/12/2024**

LABORERS

Group GL1

Air Tool Operator; Common Laborer; Landscape Worker; Flagger; Pilot Car Driver; Trucks under 26,000 GVW; Materials Checker, Special Surface Finish Applicator

Group GL2

Mechanic Tender; Pipe Layer (except culvert); Form Builder Tender

Group GL3

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

Group GL5

Carpenter; Form Builder

Group GL6

Concrete Finisher; Grade Checker

POWER EQUIPMENT OPERATORS

Group G01

Tractor (farm type with attachments, including loaders but excluding Backhoe); Self Propelled Broom; Concrete Routing Machine; Paver Feeder; Pugmill; Skid Steer

Group G02

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

Group G03

Asphalt Distributor; Bull Dozer over 80 HP; 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 or Pull Tractor; Off-Highway Haul Trucks; Material Spreader or Placer; Rumble Strip Machine; Pavement Marking Grinding Equipment

Group G04

Concrete Paving Finishing Machine; 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 (wheel or tracks); 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 or Trailer

<u>Rates</u>	<u>Fringes</u>
26.93	0.00
26.96	0.00
28.97	0.00
31.94	0.00
29.81	0.00
30.16	0.00
31.73	0.00
31.56	0.00
32.49	0.00
34.96	8.36
30.01	0.00
32.07	8.42

**Wage and Hour Division
U.S. Department of Labor (DOL)
200 Constitution Avenue, N.W.
Washington, DC 20210**

**Davis-Bacon Act Wage Decision
State: South Dakota
Construction Types: Heavy and Highway
Counties: South Dakota Statewide**

Agency: U.S. DOL
Wage Decision Number: **SD20260001 SD1**
Counties: SD Statewide
Wage Decision Date: **01/30/2026 (Mod-0)**

*SASD2025-001 12/12/2024

ELECTRICIANS

Group E01
Electrician

IRON WORKERS

Group I01

Position and secure steel bars or mesh in concrete for reinforcement, steel tiers, saw. Carrying, placing, tying, reinforcing steel under supervision, cutting. Placing steel or prefabricated reinforcement assembly for placement in concrete forms.

Group I02

Erect, place and join steel girders, columns, structural framework, air wrenches, spud bars, grinders, drills, sledgehammers, tag lines, plumb bobs, lasers, levels, bolts, wire, welds, shears, rod-bending machines, torches.

PAINTERS

Group P01

Line striping machine, paint trucks, epoxy trucks, thermoplastic trucks, cold applied plastic/and preformed thermoplastic pavement marking equipment. Operate pavement marking equipment to include epoxies, paints, primers, sealers, cold applied tapes, thermoplastics used for traffic marking purposes.

Group P02

Painting or protective coating bridges, apply varnish, anti-rust materials, prepare steel or other surfaces with primer or sandblasting, paints structural framework of bridges, guardrails and cables of bridges and other structures.

<u>Rates</u>	<u>Fringes</u>
35.43	8.69
26.93	0.00
28.97	0.00
26.96	0.00
29.81	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.

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the "SA" identifier took effect under state law in the state from which the rates were adopted.

For SDDOT Defined Work Classifications, please visit: <https://dot.sd.gov/doing-business/contractors/labor-compliance>

A COPY OF THIS DOCUMENT, COLORED **GREEN, MUST** BE CONSPICUOUSLY POSTED AT THE PROJECT SITE

**Wage and Hour Division
U.S. Department of Labor (DOL)
200 Constitution Avenue, N.W.
Washington, DC 20210**

**Davis-Bacon Act Wage Decision
State: South Dakota
Construction Types: Heavy and Highway
Counties: South Dakota Statewide**

SD20260001 SD1 01/30/2026 (Mod-0)

WAGE DETERMINATION APPEALS PROCESS

- 1) Has there been an initial decision in the matter? This can be:
- a) a survey underlying a wage determination
 - b) an existing published wage determination
 - c) an initial WHD letter setting forth a position on a wage determination matter
 - d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

**Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210**

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.**

END OF GENERAL DECISION

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION
REGARDING
STORMWATER DISCHARGES
TO WATERS OF THE STATE**

NOVEMBER 5, 2025

In compliance with the provisions of the South Dakota Water Pollution Control Act and the Administrative Rules of South Dakota (ARSD), Article 74:52, the State of South Dakota has been issued Permit No. SDR10##### "GENERAL PERMIT AUTHORIZING STORMWATER 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 AUTHORIZATION 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 Stormwater Discharges Associated with Construction Activities for the project identified above."

A copy of the full version of the General Permit Authorizing Stormwater Discharges Associated with Construction Activities, dated 11/01/2023, must be available on the job site. The permit is available for downloading and printing from the SD DANR website:

<https://danr.sd.gov/OfficeOfWater/SurfaceWaterQuality/stormwater/StormWaterConstruction.aspx>

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.

* * * * *

