



**DEPARTMENT OF
TRANSPORTATION**

DEPARTMENT OF TRANSPORTATION

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

ASPHALT CONCRETE SHARED USE PATH

STATE

PROJECT NO.

**P 016A(00)24
(PCN 09LG)**

US HIGHWAY 16A

IN CUSTER 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.

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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 March 20, 2024, at which time the SDDOT will open bids. All bids will be checked for qualifications with results posted on the SDDOT website. The South Dakota Transportation Commission will consider all bids at a scheduled Commission meeting.

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

FIELD WORK COMPLETION: **NOVEMBER 1, 2024**

THE DBE GOAL FOR THIS PROJECT IS: **NONE**

WORK TYPE FOR THIS PROJECT IS: **WORK TYPE 2**

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

An electronic version of the most recent version of the South Dakota Standard Specifications for Roads and Bridges may be obtained at <https://dot.sd.gov/doing-business/contractors/standard-specifications/2015-standard-specifications>

The electronic bid proposal must be submitted by a valid bidder as designated by their company's <http://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.

Rich Zacher
PO Box 431
Custer, SD 57730-0431
Phone: 605/673-4948

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.

REV 1/31/24

INDEX OF SPECIAL PROVISIONS

PROJECT NUMBER(S): P 016A(00)24

PCN: 09LG

TYPE OF WORK: ASPHALT CONCRETE SHARED USE PATH

COUNTY: CUSTER

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. In case of any discrepancy or conflict between said specifications and these Special Provisions, the latter are to govern.

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.

Kara Palmer is the official in charge of the Hot Springs Career Center for Custer County.

THE FOLLOWING ITEMS ARE INCLUDED IN THIS PROPOSAL FORM:

Special Provision for Contract Time, dated 2/15/24.

Special Provision for Non-National Forest Fire Plan, dated 5/5/15.

Special Provision for Blasting Operations, dated 2/15/24.

List of Utilities.

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

Special Provision for Buy America, dated 12/6/23.

Special Provision for Liability Insurance, dated 4/21/22.

Special Provision for Responsibility for Damage Claims, dated 4/21/22.

Special Provision for Restriction of Boycott of Israel, dated 1/31/20.

Special Provision for Contractor Administered Preconstruction Meeting, dated 12/18/19.

Fuel Adjustment Affidavit, DOT form 208 dated 7/15.

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

Special Provision For Implementation of Clean Air Act & Federal Water Pollution Control Act, dated 9/1/97.

Special Provision Regarding Minimum Wage on State Funded Projects, dated 10/24/19.

Wage and Hour Division US Department of Labor Washington DC.- US Dept. of Labor Decision Number SD20230032, dated 3/10/23.

Special Provision for Supplemental Specifications to 2015 Standard Specifications for Roads and Bridges, dated 9/7/22.

Special Provision for Price Schedule for Miscellaneous Items, dated 12/6/23.

Special Provision Regarding Storm Water Discharge, dated 5/8/18.

General Permit for Storm Water Discharges Associated with Construction
Activities, dated 4/1/18

[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 016A(00)24, PCN 09LG
CUSTER COUNTY**

FEBRUARY 15, 2024

Sturgis Motorcycle Rally Restrictions

The Contractor will open all lanes to unimpeded traffic and the Department will not allow work on the project from July 26, 2024 to August 11, 2024 (inclusive) due to the Sturgis Motorcycle Rally.

The Department will make a disincentive assessment in the amount of \$1,000 per calendar day for the Contractor's failure to comply with the Sturgis Motorcycle Rally restrictions. A contract item for incentive/disincentive pay is included in the bid schedule for the Department's use in assessing disincentive. The Department will use a negative quantity of days for assessing disincentives. The Department will not grant time extensions for the Sturgis Motorcycle Rally restrictions for any reason.

Field Work Completion

The Contractor will complete the project by the November 1, 2024 field work completion date.

Failure to Complete on Time

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

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

Expected Adverse Weather Days

The Department has provided Attachment 1 for information purposes only as a guide to bidders. This table depicts the typical number of adverse weather days expected for any given month, based on historical records. The Department will consider this project a surfacing project in Zone 4.

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

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ATTACHMENT 1

Figure A - Expected Adverse Weather Days for South Dakota

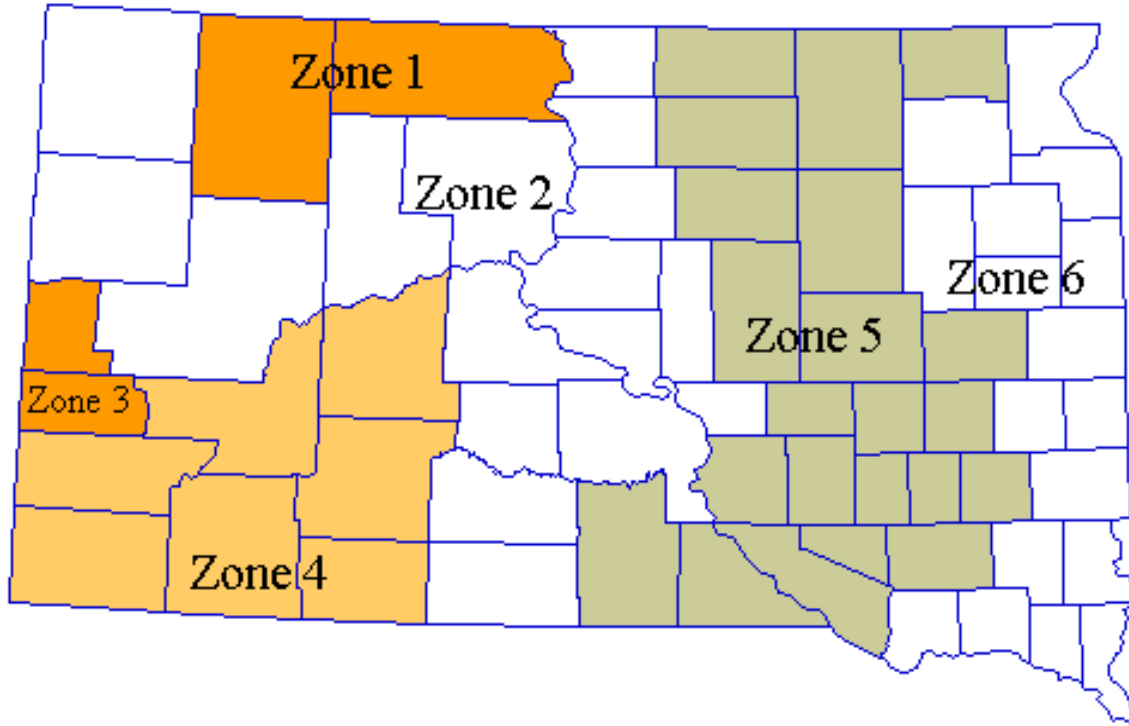


Table 1 - Expected Adverse Weather Days for South Dakota

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

NOTE: Includes Holidays and Weekends.

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION
FOR
NON-NATIONAL FOREST FIRE PLAN**

MAY 5, 2015

I. DESCRIPTION

This plan outlines the channels of responsibility for fire prevention and suppression activities and sets up an attack procedure in the event of a fire within the Project Area. The Project Area is defined as all forested areas within 1/2 mile of the project right-of-way work areas which are not within the national forest and all roads used for construction purposes.

II. RESPONSIBILITIES

A. Contractor:

1. Will cooperate with the Area Engineer in preparation of a fire plan, by furnishing necessary information on personnel, equipment, and organization.
2. Is responsible for and will direct all fire suppression activities within the project area until relieved by a South Dakota Wildland Fire Division Representative.
3. Will make certain that prevention and suppression actions are in accord with contract requirements, including the fire plan.
4. Will immediately notify authorities if a fire occurs. The following telephone numbers will be used:
 - a. **911**
 - b. **Great Plains Dispatch Center – 605-399-3160**
5. Will delegate the second person in authority on the job to be responsible for the above activities when he or she is not on the project.

B. Area Engineer:

1. Will review the standard fire plan for adequacy and after discussing any need for changes, will add any specific provisions needed for the project.
2. At least once on each project, will perform an inspection of compliance with the project fire requirements. The Area Engineer will notify the Contractor of corrective measures which must be taken when fire requirements are not being observed.

III. TOOLS AND EQUIPMENT

A. Required Tools:

1. The Contractor shall furnish and maintain in a serviceable condition; one shovel, McLeod, or Pulaski for each of his employees; to be used only for suppressing wildland fires. These tools will be kept in sealed boxes and available within the immediate working area.
2. The Contractor shall furnish one shovel and one fully charged fire extinguisher UL rated at 4 B:C or more on each truck, personal vehicle, tractor, grader, or other heavy equipment. For each welder he/she shall furnish one shovel and one backpack five-gallon water-filled tank with pump; for each gasoline power tool, including but not limited to chain saws, soil augers, rock drills, etc. one shovel or one chemical pressurized fire extinguisher, fully charged. The required fire tools shall, at no time, be farther than 25 feet from the point of operation of the power tool. Contractor shall also furnish any other equipment called for elsewhere in the contract.

Shovels shall be size "O" or larger and shall be not less than 35 inches in length.

All fire tools and equipment required to be furnished by the Contractor shall be in good working condition at all times.

B. Available Equipment: Prior to the beginning of the contract, the Contractor shall furnish a list of equipment used on the project to the Area Engineer. The established list will be attached to and become a part of the fire plan.

IV. PERSONNEL

The Contractor shall furnish a list of supervisory personnel, and amount of workers available on the project to the Area Engineer. Such a list will be attached to and become a part of the fire plan. Changes in supervisory personnel and amount of personnel shall be reflected in amendment to the list.

V. GENERAL PROVISIONS

A. Fire Prevention:

1. Arrangements will be made with the SD Division of Wildland Fire and USFS to notify the Department of Transportation when the Fire Danger Rating is "Very High" or "Extreme." This information will be furnished to the Engineer who will notify the Contractor for dissemination and action in the area affected. If there is a discrepancy between this notice and the Fire Danger Rating obtaining from the nearest office of either SD Division of Wildland Fire or USFS, the Contractor shall conduct operations according to the higher of the two Fire Danger Ratings.
 - a. If the Fire Danger Rating reaches "**Very High**", the following condition will prevail:
 - 1) Falling of dead trees or snags shall be discontinued.
 - 2) No open burning will be permitted, fire shall be extinguished.
 - 3) Welding shall discontinue except in an enclosed building or within an area cleared of flammable material for a radius of 15 feet.
 - 4) Blasting shall be discontinued.
 - 5) Smoking will be permitted only in automobiles and cabs of trucks equipped with an ashtray or in cleared areas immediately surrounded by a fire break, unless prohibited by other authority.
 - 6) Vehicular travel will be restricted to cleared areas except in case of emergency.
 - b. If the Fire Danger Rating reaches "**Extreme**", the following precautions shall be taken in addition to the conditions specified above:
 - 1) Work of a nature which could start a fire shall require that properly equipped fire guards be assigned to such an operation for the duration of the work and patrol the area of construction while work is being done and for at least one-half hour after shutdown of the work.
 - 2) Smoking will be permitted only in automobiles and truck cabs equipped with an ashtray, unless prohibited by other authority.
2. **Burning, Blasting, or Welding:** Advance approval in writing will be required and will contain special stipulations pertinent to the particular job. The District Ranger may give, in writing, seasonal approval with stipulations for blasting and/or welding. Permission to blast with fuse or caps will require special written permission. Use of detonating cord will not be allowed in clearing operations. Explosives will be stored in a locked box marked "EXPLOSIVES" at all times. All federal, State, and local laws

concerning the use and storage of explosives shall be complied with. All flammable material will be cleared for a distance of 15 feet around any welding operation.

3. **Spark Arrestors:** All gasoline and diesel-powered equipment used in the performance of the work shall be equipped with a spark arrester qualified and rated under the USDA Forest Service unless it is:
 - a. Equipped with a turbine-driven exhaust supercharger, such as the turbocharger. There shall be no exhaust bypass.
 - b. A passenger carrying vehicle or light truck, or medium truck up to 40,000 GVW, used only on roads and equipped with a factory designed muffler complete with baffles and an exhaust system in good working condition.
 - c. A truck or a piece of highway surfacing equipment used only on roads and equipped with a factory designed muffler having a vertical stack exhaust system extending above the equipment.

The exhaust equipment described above, including spark arrestors and mufflers, shall be properly installed and constantly maintained in serviceable condition.

4. **Power Saws:** Each gasoline power saw shall be provided with a spark screen and a muffler in good condition. Spill-proof metal safety cans shall be used for refueling.
5. **Storage and Parking Areas:** Batch plant areas, equipment service areas, parking areas, gas and oil drum storage areas, and explosive storage areas will be cleared of all inflammable material for a distance of 50 feet. Small stationary engine sites shall be cleared of all flammable material for a distance of 15 feet. Flammable and explosive storage areas will be labeled as such, and "No Smoking" signs erected.
6. **Oil filters, Cartridges, Oil rags:** Used and discarded oil filters, cartridges, and oil rags or waste will be removed from the project and disposed of in accordance with all applicable Federal, State and Local laws.

B. Fire Suppression:

1. Contractor shall, both independently and in cooperation with the SD Division of Wildland Fire, take all reasonable and practicable action to prevent and suppress fires resulting from Contractor operations and to suppress any wildfire in the project area.

2. In line with this agreement personnel will be supplied from project crews to fight fires on the project area up to the total number of personnel employed by the Contractor and the subcontractors as they are needed by the incident commander. The SD Division of Wildland Fire will make every effort to avoid calling on the Contractor for action on fires outside the project area except for emergencies.

The Incident Commander may call out all needed available help to control fires on the project area.

C. Payment:

1. **SD Division of Wildland Fire:** Will pay Contractor personnel firefighting and equipment as well as equipment operator's wages used for fire suppressions work on fires not a result of the project operation or its personnel at Forest Service Equipment Use Rates as established annually or other use rates may be negotiated in advance as required.
2. **Contractor:** Will pay for all costs of fires resulting from the project operations.

D. Black Hills Fire Protection District: The Black Hills National Forest has a very volatile wildfire profile due to the ponderosa pine fuel type and unique weather phenomena thus fire prevention is of utmost importance. Illegal fires are often built by individuals and then attended by large groups. Upon finding illegal fire attended by large groups officers have difficulty finding the person(s) who started the illegal fire. Having the ability to hold everyone attending the fire accountable allows officers to effectively deal with the illegal fire. Further, this regulation will also allow Forest Officers to enforce fire prevention regulations established by the State of South Dakota.

The Forest Order pertaining to the Black Hills Fire Protection District in essence, places Stage I Fire Restrictions year round. To ensure the protection of public safety, public and private property, and the natural resources within the Black Hills National Forest by regulating the use of fires within the Black Hills Fire Protection District.

1. Prohibitions:

- a. Building, maintaining, attending, or using a fire or campfire unless the fire is in an established fireplace approved or constructed by a public agency in a designated recreation area. Stove fires are excluded from this Order. 36 C.F.R. § 261.52(a).

A Campfire is defined as a fire, not within any building, mobile home, or living accommodation mounted on a motor vehicle, which is used for cooking, personal warmth, lighting, ceremonial, or aesthetic purpose.

A Stove fire is defined as a fire built inside an enclosed stove or grill, a portable brazier, or a pressurized liquid gas stove, including a space-heating device.

- b. To the extent not authorized by the exemptions below, violating any provision of SDCL §§ 34-35-15, 34-35-16 and/or 34-35-17, which prohibit open fires in the Black Hills Fire Protection District, copies of which statutes are attached and hereby incorporated into this Order as Exhibit A. 36 C.F.R. § 261.52(k).

Note: South Dakota Statue defines “open fire” as any fire to burn slash, brush, grass, stubble, debris, rubbish, or other inflammable material not enclosed in a stove, spark proof incinerator, or an established fireplace approved or constructed by a public agency in a designated recreation area.

2. Exemptions:

Pursuant to 36 C.F.R. § 261.50 (e), the following persons are exempt from this Order:

- a. Any person with a Forest Service or State issued permit specifically authorizing the otherwise prohibited act or omission.
- b. Any Federal, State, or local officer, or member of any organized rescue or fire fighting force in the performance of an official duty.

E. Stage II Fire Restrictions: The purpose of enacting Stage II Fire Restrictions on a National Forest is to protect public health and safety due to the current and anticipated elevated risk of wildfire. Stage 2 Fire Restrictions could be considered a rare occurrence.

1. Prohibitions:

- a. Building, maintaining, attending or using a fire, campfire, or stove fire. 36 CFR § 261.52(a). This includes charcoal grills and barbecues, coal and wood burning stoves and sheepherder’s stoves and **includes use in developed camping and picnic grounds.**

EXCEPT: Devices using pressurized liquid or gas (stoves, grills, or lanterns) that include shut-off valves are permitted when used in an

area at least three feet or more from flammable material such as grasses or pine needles.

- b. Welding or operating acetylene or other torch with open flame. 36 CFR § 261.52(i).
 - c. Operating or using any internal combustion engine (e.g. chainsaw, generator, ATV) without a spark arresting device properly installed, maintained and in effective working order meeting either:
 - 1) Department of Agriculture, Forest Service Standard 5100-1a; or
 - 2) Appropriate Society of Automotive Engineers (SAE) recommended practice J335(b) and J350(a). 36 CFR § 261.52(j).
 - d. Operating a chainsaw without an approved spark arresting device as described in Prohibition c, a chemical pressurized fire extinguisher (8 oz. capacity by weight or larger and kept with the operator) and a round point shovel with an overall length of at least 35 inches readily available for use. 36 CFR § 261.52(h).
 - e. Using an explosive. 36 CFR § 261.52(b). This includes but is not limited to fuses or blasting caps, fireworks, rockets, exploding targets, and tracers or incendiary ammunition.
 - f. Possessing or using a motor vehicle off established roads, motorized trails or established parking areas, except when parking in an area devoid of vegetation within 10 feet of the vehicle. 36 C.F.R. § 261.56.
- 2. Exemptions:** Pursuant to 36 C.F.R. § 261.50(e), the following persons are exempt from specified Prohibitions of this order:
- a. Persons with a valid Forest Service permit or contract specifically authorizing the otherwise prohibited act or omission may be eligible for an exemption from Prohibitions a-f. Any exemption must be applied for in writing, include an appropriate mitigation plan and must be authorized in writing by the appropriate Forest Service official. The authorization must be in the physical possession of the person or persons undertaking the exempted activities.
 - b. Any Federal, State or local officer or member of an organized rescue or firefighting force in the performance of an official duty is exempt from Prohibitions a-f.
 - c. Residents, owners, or lessees within the restricted area are exempt from Prohibition a, provided such fires are within a permanent dwelling and there is a spark arrestor in working order on the chimney.

F. Fire Plan Duration: This plan will be in force from the duration of the contract. This fire plan will apply to any and all subcontractors and their employees. The Contractor will be responsible to see that all subcontractors and their employees are made aware of the contents of this fire plan.

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**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION
FOR
BLASTING OPERATIONS**

**PROJECT P 016A(00)24, PCN 09LG
CUSTER COUNTY**

FEBRUARY 15, 2024

I. Description.

This work consists of the requirements for blasting operations and the excavation of rock slopes.

The Contractor will conduct blasting operations under the most careful supervision. The Contractor will exercise the utmost care not to endanger life or property while using explosives. Nothing herein will release the Contractor from full responsibility for damage or injury resulting from the use of explosives.

II. Submittals and Approvals. The Contractor will submit the following items to the Engineer for the Engineer's review and approval:

- A.** Resume of the Blasting Consultant;
- B.** Resume of the Blaster in Charge;
- C.** Resume of the Vibration Specialist;
- D.** Proof of current blasting related insurance;
- E.** Manufacturer's data sheets for all explosives, primers, and initiators to be used;
- F.** Copies of all required permits for storage and use of explosives;
- G.** Pre-blast condition survey info;
- H.** Blasting plans for test, controlled, and production blasts;
- I.** Blasting records for test, controlled, and production blasts;
- J.** Video recordings of blasts;
- K.** Vibration monitoring records; and,
- L.** Scaling Foreman and crew qualifications.

III. Blasting Consultant. The Contractor will retain a recognized Blasting Consultant to assist in blast design. The blast design will include both controlled and production blasting. The Blasting Consultant will be an expert in the field of drilling and blasting who derives their primary source of income from providing specialized blasting or blasting consultant services or instruction on drilling and blasting at a

college or university. The Blasting Consultant will not be an employee of the Contractor, explosives manufacturer, or explosives distributor.

Two weeks prior to the preconstruction meeting, the Contractor will submit a resume of credentials for the proposed Blasting Consultant. The resume will include a list of at least 3 large scale highway rock excavation projects of which the Blasting Consultant was primarily responsible for blast design. The list will include a description of the nature and scope of the projects and the details of executed blast plans and blast plan modifications made during the project. The resume will include the names and contact information for project owners or their representatives who have sufficient knowledge of project details to verify the credentials of the Blasting Consultant. Drilling or blasting operations will not commence until the Blasting Consultant has been approved by the Engineer.

- IV. **Blaster in Charge.** Two weeks prior to commencement of drilling and blasting operations, the Contractor will employ and designate a Blaster in Charge. The Blaster in Charge will be licensed and authorized under all applicable federal, state, and local laws or regulations to possess, transport, store, and use the types of explosives required for completion of the project. All loading and blasting operations will be performed under the direct supervision of the Blaster in Charge. The Blaster in Charge will ensure safety procedures are followed and record keeping requirements are met.

The Blaster in Charge will have at least 5 years of experience utilizing controlled blasting techniques to create uniform presplit cut faces in similar rock conditions. The Contractor will submit the resume of the Blaster in Charge to the Engineer. The submittal will detail experience and training and list licenses and permits held relevant to blasting operations.

- V. **Safety.** The Blaster in Charge will conduct blasting operations in a manner that ensures the safety of project personnel, adjacent properties, and the public. Prior to commencement of drilling and blasting operations, conduct a pre-blast safety meeting with the Contractor, Blaster in Charge, Blasting Consultant, Vibration Specialist, and the Engineer to address blasting procedures and related safety issues.

Establish a method of warning all project personnel on site of an impending blast. A warning signal will be sounded 5 minutes prior to the blast and a second signal 1 minute before the blast. After the blast, the Contractor will observe the site for a minimum of 5 minutes to guard against rockfall. The Blaster in Charge will then check the area for misfires. An all-clear signal will be sounded when the site is safe to enter, and normal work operations may resume.

Should a misfire occur, the Blaster in Charge will notify the Contractor and restrict access to the blast area to only essential personnel. The Blaster in Charge will

follow appropriate procedures to determine the cause of the misfire and the measures required to correct it in a safe manner.

The Engineer has the authority to prohibit or halt the Contractor's blasting operations if it is apparent that, through the methods being employed, the required slopes are not being obtained in a stable condition or the safety, convenience, or property of the public is being jeopardized.

VI. Use of Explosives. All blasting operations, including the storage and handling of explosives and blasting agents, will be performed in accordance with the applicable provisions and all other pertinent federal, state, and local regulations. Blasting will be conducted during daylight hours as approved by the Engineer. All explosives and blasting caps used on the project will be less than one year of age. To ensure accuracy of firing times, blasting caps of the same cap period will come from one lot number. The Contractor will adjust types of explosives and blasting accessories to account for changing hole conditions and to achieve specified results.

VII. Blasting Test Sections. Prior to commencing full-scale blasting operations, the Contractor will demonstrate the adequacy of the proposed blast plan by drilling, blasting, and excavating short test sections up to 100 feet in length to determine which combination of method, hole spacing, and charge works best for the existing geologic conditions. When field conditions warrant, the Contractor may be ordered to use test section lengths less than 100 feet.

Unless otherwise approved by the Engineer, the Contractor will begin controlled blasting tests with controlled presplit blastholes spaced 30 inches apart, then adjust if needed, until the Engineer approves the spacing to be used for full-scale blasting operations.

Do not drill ahead of the test shot area until the test section has been excavated and the results evaluated by the Engineer. If the results of the test shot(s) are unsatisfactory, revise the blasting methods, techniques, and procedures to achieve acceptable results.

If, at anytime during the progress of work, the methods of drilling and blasting do not produce acceptable results within the tolerances specified; the Contractor will drill, blast and excavate additional test sections until a technique is determined that will produce acceptable results.

The Contractor will execute test blast sections in compliance with the requirements for controlled and production blasting covered elsewhere in the specifications.

VIII. Blasting Plan. Not less than 2 weeks prior to commencing drilling and blasting operations, or at any time the Contractor proposes to change the drilling and blasting methods, the Contractor will submit a blasting plan to the Engineer for

review. The blasting plan will contain full details of the drilling and blasting patterns and controls the Contractor proposes to use for both controlled and production blasting. Blasthole drilling operations will not begin until the blasting plan is approved by the Engineer.

A. The blasting plan will contain the following minimum information:

- 1) Station limits of proposed shot;
- 2) Plan and section views of the proposed drill pattern including free face, burden, blasthole spacing, blasthole diameters, blasthole angles, lift height, and subdrill depth;
- 3) Loading diagram showing type and amount of explosive, primers, initiators, and location and depth of stemming;
- 4) Initiation sequence of blastholes including delay times and delay system; and,
- 5) Manufacturer data sheets for all explosives, primers, and initiators to be employed.

Review of the blasting plan by the Engineer does not relieve the Contractor of their responsibility for the accuracy and adequacy of the plan when implemented in the field.

IX. Blasting Records. The Contractor is required to complete and submit a record of blasting operations for each blast completed. A blasting report will be submitted to the Engineer prior to the next workday.

A. At a minimum, the blasting report will include the following information:

- 1) Date and time of the blast;
- 2) Station limits of the blast;
- 3) Plan view and section view of each blast indicating free face, burden, hole spacing, hole diameter, height of lift, stemming depth, hole angles, and hole depths including subdrill depth;
- 4) Notes regarding drilling operations and subsurface conditions such as soft or fractured zones, water table, and alignment or caving issues;
- 5) Loading diagram indicating types and amounts of explosive, primers, initiators, and location and depth of stemming;
- 6) Trade names and sizes of all explosives, primers, and initiators employed;
- 7) Initiation sequence of blastholes including delay times and delay system;
- 8) Remarks regarding the execution and results of the shot including damage, misfires, fly rock, rockfalls, discovery of abandoned mine workings or voids, and equipment malfunctions;
- 9) Video recordings of each blast using a method approved by the Engineer in the test blasting program. Video recordings will be indexed to properly identify each specific blast. Videotapes, film, photographs, or electronic files will become part of the project records; and,
- 10) Signature of the Blaster in Charge.

- X. Controlled Blasting.** When blasting to establish slopes $\frac{3}{4}$:1 or steeper the Contractor will use controlled blasting. Controlled blasting will be used to minimize damage to the rock backslope and ensure long-term stability. The Engineer may require the Contractor to use controlled blasting to form the faces of slopes even if the main excavation can be ripped.

Controlled blasting refers to the controlled use of explosives and blasting accessories in carefully spaced and aligned drill holes to produce a planar face or shear plane in the rock along the specified excavation backslope. Controlled blasting techniques covered by the provisions include presplitting and cushion (trim) blasting.

When presplitting, the detonation of the holes along the presplit line will occur before the detonation of any production holes.

Cushion blasting requires detonation of the cut face holes after the detonation of the production holes.

- A.** The Contractor will perform controlled blasting in accordance with the following requirements:
- 1)** Prior to commencing full-scale blasting operations, the Contractor will demonstrate the adequacy of the proposed blast plan by completing trial blasts in accordance with the provisions of blasting test sections.
 - 2)** The Contractor will completely remove all overburden, soil, and loose or decomposed rock along the top of the excavation for a distance of at least 30 feet beyond the end of the production hole drilling limits, or the end of the cut, before drilling the presplit holes.
 - 3)** Potentially dangerous boulders or other unstable material outside of the excavation limits will be removed or stabilized as ordered by the Engineer.
 - 4)** The presplit drill holes will not be less than 2 $\frac{1}{2}$ inches nor more than 3 inches in diameter.
 - 5)** The Contractor will control drilling operations using proper equipment and technique to ensure that no hole deviates from the plane of the planned slope by more than 9 inches either parallel or normal to the slope.
 - 6)** Presplit holes will extend a minimum of 30 feet beyond the limits of the production holes to be detonated, or to the end of the cut as applicable.
 - 7)** The length of the presplit holes for any individual lift will not exceed 30 feet unless the Contractor can demonstrate to the Engineer the ability to stay within the above tolerances and produce a uniform slope. Upon satisfactory

demonstration, the length of the holes may be increased to a maximum of 60 feet upon written approval of the Engineer. If greater than 5 percent of the presplit holes are misaligned in any one lift, the Contractor will reduce the height of the lifts until the 9-inch alignment tolerance is met.

- 8)** When the cut height will require more than one lift, a maximum 2-foot offset between lifts will be permitted to allow for drill equipment clearances. The Contractor will begin the controlled blast hole drilling at a point that will allow for necessary offsets and will adjust, at the start of the lower lifts, to compensate for any drift that may have occurred in the upper lifts.
- 9)** Before placing charges, the Contractor will confirm that the hole is free of obstruction for its entire depth. All necessary precautions will be exercised so that the placing of the charges will not cause caving of material from the walls of the holes.
- 10)** The maximum diameter of explosives used in presplit holes will not be greater than $\frac{1}{2}$ the diameter of the presplit hole.
- 11)** Only standard explosives manufactured especially for presplitting will be used in presplit holes, unless otherwise approved by the Engineer. Bulk ammonium nitrate and fuel oil (ANFO) will not be allowed to be loaded in the presplit holes.
- 12)** If fractional portions of standard explosive cartridges are used, they will be firmly affixed to the detonating cord in a manner that the cartridges will not slip down the detonating cord nor bridge across the hole. Spacing of fractional cartridges along the length of the detonating cord will not exceed 30 inches center to center and will be adjusted to give the desired results.
- 13)** Continuous column cartridge type of explosives used with detonating cord will be assembled and affixed to the detonating cord in accordance with the explosive manufacturer's instructions, a copy of which will be furnished to the Engineer.
- 14)** The bottom charge of a presplit hole may be larger than the line charges but will not be large enough to cause overbreak. The top charge of the presplitting hole will be placed far enough below the collar, and reduced sufficiently, to avoid overbreak and heaving.
- 15)** The upper portion of all presplit holes, from the topmost charge to the hole collar, will be stemmed. Stemming materials will be sand or other dry angular material, all of which passes a 3/8-inch sieve.
- 16)** Tunneling methods or horizontal blast holes for either production or controlled blasting is prohibited.

- XI. Production Blasting.** The Contractor will take all necessary precautions in performing production blasting to minimize blast damage to the backslope.

The row of production blast holes adjacent to the presplit blast line will be drilled on a plane parallel to the controlled blast line. Production blast holes will not be drilled closer than 6 feet to the controlled blast line, unless approved by the Engineer. The bottom of the production holes will not be lower than the bottom of the controlled blast holes. Production holes will not exceed 6-inches in diameter, unless approved by the Engineer. Detonation of production holes will be on a delay sequence toward a free face. Stemming material used in production holes will be sand or other dry angular material, which passes a 3/8-inch sieve.

- XII. Scaling.** The site will be cleared of boulders and debris prior to beginning blasting work. Upon completion of each blast, inspect rock surfaces and scale loose rock and other debris as required. No loose rock will be left on shot or ripped and dozed slopes. Loose or hanging rock which creates a potentially dangerous situation will be removed or stabilized to the satisfaction of the Engineer as the depth of cut progresses. Drilling of the next lift will not be allowed until scaling work is completed on the shot and excavated lift.

Potentially dangerous loose rock, overhangs, or other material beyond the excavation limits will be removed or stabilized as ordered by the Engineer.

Manually scale the slopes using a suitable standard steel mine-scaling rod. Other methods such as machine scaling, hydraulic splitting, or light blasting may be used in lieu of or supplemental to hand scaling as approved by the Engineer.

Manual scaling will be completed by a trained and certified scaling crew. A Scaling crew consists of a working foreman and two scalers clipped onto ropes and working on the slope. Manual scaling will not be allowed when the foreman is absent or with less than 2 scalers. Two weeks prior to beginning scaling operations, the Contractor will provide:

1. Documentation confirming that the foreman is certified as a Level 2 or higher Technician by the Society of Professional Rope Access Technicians (SPRAT) or Level 2 or higher Slope Access Technician by the Professional Climbing Instructors Association (PCIA) or provide documentation that they have acquired the equivalent knowledge, skills, and abilities required for Level 2 certification by SPRAT or the PCIA; and,
2. Documentation confirming that the rock slope scalers are certified as Level 1 or higher Technicians by SPRAT or Level 1 or higher Slope Access Technicians by the PCIA or provide documentation that they have acquired

the equivalent knowledge, skills, and abilities required for Level 1 certification by SPRAT or the PCIA.

The Contractor will not begin work until submittals have been reviewed and approved by the Engineer.

Payment for all methods of scaling excavated slopes will be incidental to the contract unit price for Unclassified/Rock Excavation.

Payment for manual scaling outside of the excavation limits will be by the Crew Hour. If there are more than 2 scalers on the slope, the Crew Hours will be prorated based on the number of scalers over the standard 3-person crew.

Manual scaling from a manlift or another piece of equipment will be incidental to the manual scaling items.

Temporary rockfall barrier will not be measured or paid for separately but will be considered subsidiary to the scaling bid items.

Payment for mechanical scaling, blasting, or stabilizing material beyond the excavation limits will be at the negotiated price for each method.

XIII. Pre-Blast Condition Survey. The Contractor will arrange for a pre-blast survey of any nearby buildings, structures, or utilities that may be potentially at risk from blasting damage. The survey method used will be acceptable to the Contractor's insurance company. The Contractor will be responsible for any damage resulting from blasting. The pre-blast survey records will be submitted to the Engineer for review. Occupants of local buildings will be notified by the Contractor a minimum of 24 hours prior to the commencement of blasting.

XIV. Vibration Control and Monitoring. When blasting near buildings, structures, or utilities which may be subject to damage from blast induced ground vibrations, the ground vibrations will be controlled using properly designed delay sequences and allowable charge weights per delay. Allowable charge weights per delay will be based on vibration levels which will not cause damage and will be established by carrying out trial blasts and measuring vibration levels. The trial blasts will be carried out in conformance with blasting test sections and modified as required to limit ground vibrations to a level which will not cause damage.

Whenever vibration damage to adjacent structures is possible, the Contractor will monitor each blast with an approved seismograph located, as approved, between the blast area and the closest structure subject to blast damage. The seismograph used will be capable of recording particle velocity for the three mutually perpendicular components of vibration in the range generally found with controlled blasting.

Peak particle velocity of each component will not be allowed to exceed the safe limits of the nearest structure subject to vibration damage.

The Contractor will employ a qualified Vibration Specialist to establish safe vibration limits and supervise the placement and operation of the seismograph. The Vibration Specialist will interpret the seismograph records to ensure that the seismograph data will be effectively utilized in the control of blasting operations with respect to existing structures. The Vibration Specialist must have a college degree in science or engineering and a minimum of 10 years' experience in seismic monitoring. The Vibration Specialist will not be an employee of the Contractor, explosives manufacturer, explosives distributor, or any other subcontractor. The Contractor will submit the resume of the Vibration Specialist for review and approval by the Engineer.

- A.** Data recorded for each blast will be furnished to the Engineer prior to the next blast and will include the following:
- 1) Identification of instrument used;
 - 2) Name of qualified observer and interpreter;
 - 3) Blast location, date, and time;
 - 4) Distance and direction of seismic recording station from blast area;
 - 5) Weather and site conditions at recording station;
 - 6) Description of the material on which the instrument is sitting;
 - 7) Maximum particle velocity in each component; and,
 - 8) Dated and signed hardcopy printout of recorded data with waveforms, compliance graph, and sensor checks for each shot.

XV. Measurement and Payment.

Measurement for blasting operations will be measured to the nearest cubic yard of Unclassified/Rock Excavation. All costs associated with blasting operations will be incidental to contract unit price per cubic yard for Unclassified/Rock Excavation.

Payment for scaling of excavated slopes will be incidental to the contract unit price for Unclassified/Rock Excavation.

Measurement and payment for Scaling outside of the excavation limits will be by the Crew Hour.

Measurement and payment for mechanical scaling, blasting, or stabilizing material beyond the excavation limits will be at the negotiated price for each method.

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**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.

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**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION
FOR
BUY AMERICA**

DECEMBER 6, 2023

Section 6.9 – Page 46 – Delete and replace with the following:

6.9 BUY AMERICA – Iron & steel, manufactured (composite) products, and construction materials must be produced in the United States in accordance with these Buy America requirements. Buy America preference applies to articles, materials, and supplies required to be consumed in, permanently incorporated into, or affixed to the completed project. Buy America preference does not apply to tools, equipment, and supplies such as temporary works and other temporary items brought to the project and removed at or before the final completion of the project. Temporary items are items that are not part of contract specifications, items that are not required in the design or final working drawings, and items that are removed or could be removed but allowed to remain in place if requested by the Contractor and approved by the Engineer.

A. Certification: The following category-based requirements will apply for each article, material, or supply.

- 1. Iron & Steel:** A statement will be included on the certification stating whether the iron or steel is of domestic or foreign origin. The Department will consider iron & steel that does not require separate certification in accordance with the Department’s Materials Manual as miscellaneous iron & steel. The Contractor will provide the Department a completed and signed Miscellaneous Materials Buy America Certificate stating the miscellaneous iron & steel required to be consumed in, permanently incorporated into, or affixed to the completed project complies with the Buy America requirements specified herein.
- 2. Manufactured (Composite) Products:** Due to an existing nationwide waiver, manufactured (composite) products currently have no specific requirements.
- 3. Construction Materials:** Construction materials and construction materials currently on the Department’s Approved Products List will be treated as “Tier 1” items in accordance with the Required Samples, Tests, and Certificates (RSTC) section of the Department’s Materials Manual. The

Contractor will provide the Department a completed and signed Miscellaneous Materials Buy America Certificate stating the construction materials required to be consumed in, permanently incorporated into, or affixed to the completed project complies with the Buy America requirements specified herein.

B. Determination of Material Category: The Department, in the Department's sole discretion, will classify an article, material, or supply into one of the following categories, (1) Iron & Steel, (2) Manufactured (Composite) Product, (3) Construction Material, or (4) Excluded Material. Articles, materials, and supplies will be considered to fall into only one single category of Buy America requirements. Some contract items are composed of multiple components that may fall into different categories. Individual components and composite items will be classified based on their nature when they arrive on the work site.

1. Iron & Steel: The Department will classify items wholly or predominantly composed of iron or steel or a combination of both as iron & steel.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50% of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

2. Manufactured (Composite) Products: The Department will classify items not specifically classified as iron & steel, construction materials, or excluded materials which are fabricated, combined, or manufactured through a manufacturing process into a commercially available composite item as manufactured (composite) products. The Department will classify items consisting of 2 or more of the listed construction materials combined through a manufacturing process as a manufactured (composite) product. The Department will classify items consisting of 1 of the listed construction materials combined with a material not listed through a manufacturing process as a manufactured (composite) product.

3. Construction Materials: The Department will classify only the materials specifically listed as construction materials as construction materials.

Minor additions of articles, materials, supplies, or binding agents to a construction material will not change the categorization of the construction material.

4. Excluded Materials: The Department will classify cement and cementitious materials; aggregates such as stone, sand, or gravel; and aggregate binding agents or additives as excluded materials.

C. Iron & Steel: Structural steel and other iron and steel products will be produced in the United States. To be considered produced in the United States, all manufacturing processes, from the initial melting stage through the application of coatings, must occur in the United States. The application of a coating is interpreted to mean all processes that protect or enhance the value of material or product to which it is applied; examples are epoxy coatings, galvanizing, and painting.

Buy America does not apply to iron ore, scrap, pig iron, and processed, pelletized, and reduced iron ore.

If iron ingots or steel billets produced in the United States are sent out of the country for a subsequent manufacturing process and then are brought back into the United States, the full value of the iron or steel as it reenters the country (including the original billet cost and any coatings) will be considered foreign.

If foreign iron or steel components are combined with other components into a fabricated or assembled manufactured (composite) product, the foreign iron or steel content of the manufactured (composite) product is not only the value of the foreign iron or steel components, but also the pro-rata value of the fabrication and assembly labor and overhead used in the combining the foreign iron or steel and other components into the finished manufactured (composite) product, including coatings.

D. Manufactured (Composite) Products: Iron and Steel components of manufactured (composite) products will comply with the Buy America requirements for iron & steel. Due to an existing nationwide waiver, manufactured (composite) products without iron and steel components currently have no specific requirements.

E. Construction Materials: Construction materials will be produced in the United States. Each construction material is followed by a standard for the material to be considered produced in the United States.

A construction material is an article, material, or supply that is one of the following:

1. Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
2. Plastic and polymer-based products including polyvinylchloride, composite building materials, and polymers used in fiber optic cables. All manufacturing processes, from initial combination of constituent plastic or

polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.

3. Glass including optic glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
 4. Fiber optic cable including drop cable. All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.
 5. Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.
 6. Lumber. All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.
 7. Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.
 8. Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
- F. Unavailability of Compliant Items:** If the Contractor discovers a Buy America compliant item or items does not exist or an item becomes unavailable, the Contractor will immediately notify the Department. The Contractor will furnish written documentation of the Contractor's complete efforts to obtain a compliant item. This documentation will include a complete contact log with dates and times of the Contractor's efforts to obtain a compliant item, the responses received, and any correspondence between the Contractor and potential suppliers of the item which demonstrate efforts to obtain a compliant item. If, based on review of the documentation provided, the Department determines all potential options to obtain a compliant item have been exhausted; the Department will determine the appropriate course of action.
- G. Non-Compliant Items:** If the Engineer, in the Engineer's sole discretion, determines an article, material, or supply provided to the project does not comply with these Buy America requirements but is available; the following will apply:

1. If the non-compliant item is not permanently incorporated into the completed work, the Contractor will not permanently incorporate the item and will replace the non-compliant item with an item that complies with the Buy America requirements specified herein at the Contractor's expense.
2. If the non-compliant item has been permanently incorporated into the completed project; the Engineer, in the Engineer's sole discretion, will determine if the non-compliant item must be removed and replaced including any completed work at the Contractor's expense or if the non-compliant item may remain in place in accordance with the following:

Minor quantities of non-compliant iron & steel may be incorporated in the Department's sole discretion based on the Department's review of the Contractor's documented efforts to procure compliant items and the Contractor's documented invoiced material costs, provided the invoiced material costs of all non-compliant iron & steel do not exceed 0.1% of the total contract amount or \$2,500, whichever is greater.

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**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION
FOR
LIABILITY INSURANCE**

APRIL 21, 2022

Section 7.15 – Page 50 – Delete and replace with the following:

7.15 LIABILITY INSURANCE - The Contractor will procure and maintain at the Contractor's expense, during duration of the contract, liability insurance with an insurance company authorized to do business in the state of South Dakota, for damages imposed by law. The insurance will cover all operations under the contract, whether performed by the Contractor or by subcontractors, and will name the State of South Dakota, the Department, and the Department's officers and employees as additional insureds, but liability coverage is limited to claims not barred by sovereign immunity. The State of South Dakota, the Department, and the Department's officers and employees do not hereby waive sovereign immunity for discretionary conduct as provided by law. Before commencing the work, the Contractor will furnish certificates of insurance, certifying that the policies will not be changed or cancelled until 30 calendar days' written notice has been given to the Department.

The certificates of insurance will provide evidence that the Contractor carries sufficient liability insurance to protect the public from injuries sustained by reason of pursuing the work, and that Workers' Compensation Insurance meets the requirements of the South Dakota Workers' Compensation Law.

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**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION
FOR
RESPONSIBILITY FOR DAMAGE CLAIMS**

APRIL 21, 2022

Section 7.14 – Page 50 – Delete and replace with the following:

7.14 RESPONSIBILITY FOR DAMAGE CLAIMS - The Contractor will indemnify the State of South Dakota, the Department, and the State's officers and employees, from all suits, actions, or claims of any character, including suits in which the State, Department, or the State's officers and employees are sued, brought because of any injuries or damages received or sustained by any person, persons, or property arising at least in part from the Contractor's operations; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workers' Compensation Act", or any other law, ordinance, order, or decree. The Contractor's obligation to indemnify will include the payment of reasonable attorney fees and other costs of defense. So much of the money due the Contractor under and by virtue of the contract as may be considered necessary by the Department for such purpose may be retained for the use of the State; or in case no money is due, the Contractor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid will have been settled and suitable evidence to that effect furnished to the Department. Money due the Contractor will not be withheld when the Contractor produces satisfactory written confirmation from the Contractor's insurer that adequate public liability insurance and property damage insurance providing coverage for such particular claims as may be made is in force, and the Contractor provides evidence the claim has been submitted to the Contractor's insurer. A copy of a certificate of insurance, without further confirmation of coverage for the particular claim being made, will not be sufficient to satisfy the requirement of written confirmation.

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**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION
FOR
RESTRICTION OF BOYCOTT OF ISRAEL**

JANUARY 31, 2020

In accordance with the State of South Dakota Office of the Governor Executive Order 2020-01 the following will apply to all contracts unless the amount being bid is less than \$100,000:

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) and suppliers with five (5) or more employees:

The bidder, in preparing the bid proposal or in considering proposals submitted from qualified potential suppliers and subcontractors, or in the solicitation, selection, or commercial treatment of any supplier or subcontractor; has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of the bid proposal, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel or its territories, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the Department to reject the bid proposal submitted by the bidder on this contract and terminate any contract awarded based on the bid. The bidder agrees to provide immediate written notice to the Department if, during the term of the contract awarded to the bidder, the bidder no longer complies with this certification. The bidder further agrees such noncompliance may be grounds for contract termination.

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**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION
FOR
CONTRACTOR ADMINISTERED PRECONSTRUCTION MEETING**

DECEMBER 18, 2019

I. DESCRIPTION

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

II. MATERIALS (Not Specified)

III. CONSTRUCTION REQUIREMENTS

The Area Engineer will provide the Contractor the Authorization Form for Preconstruction Meeting (Form DOT-270) and the Contractor's Required Submittals Form (Form DOT-272) after the date of the Notice of Award and no later than 10 business days after the date of the Notice to Proceed.

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

The Contractor's Required Submittals Form is a document outlining information required prior to the completion of the project. This list will include two types of submittals; 1) information required before scheduling a preconstruction meeting and 2) information required before the Contractor begins related work. The Department reserves the right to request additional information not included in the original list of required submittals. The list of required submittals will include, but is not limited to, proposed sequence changes, shop drawings, permits, certifications, mix designs, labor compliance, equal employment opportunity, and disadvantaged business enterprise documents. The Area Engineer will update the Contractor's Required Submittals Form with any project specific requirements and cross out or delete those that do not apply prior to providing the document to the Contractor.

Prior to scheduling the preconstruction meeting, the Contractor will complete and provide the Area Engineer all items on the list of required submittals that are

required as described in 1) above. If the Contractor cannot complete and provide a submittal item required prior to scheduling the preconstruction meeting, the Contractor will contact the Area Engineer to establish a mutually agreed upon date when the required submittal will be completed and provided to the Area office.

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

When the Contractor has provided the Area Engineer all required submittals, except those mutually agreed upon to be provided at a later date or dates, the Contractor will schedule a preconstruction meeting with the Area Engineer.

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

The Area Engineer will edit and amend the Preconstruction Meeting Outline, as necessary, to meet the specific needs of the project. The Area Engineer will complete the project information and the Department information prior to furnishing the form to the Contractor.

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

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

At the discretion of the Area Engineer, the preconstruction meeting may be held in person, videoconference, or over the phone. The Contractor's competent superintendent who will be working on this project, as required by Section 5.5, or the Contractors Project Manager, as required by the Special Provision for Cooperation by Contractor and Department (if applicable), is required to attend the preconstruction meeting.

The Contractor will lead the meeting discussion as described in the Preconstruction Meeting Outline. The Area Engineer will prepare the meeting minutes including any unresolved items and distribute the minutes to all attendees

and principle stakeholders within 5 business days following the preconstruction meeting.

IV. METHOD OF MEASUREMENT

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

V. BASIS OF PAYMENT

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

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FUEL ADJUSTMENT AFFIDAVIT

Project Number _____
PCN _____
County _____

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

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

Yes No

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

Diesel (x) \$ _____

Unleaded (y) \$ _____

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

Sum (x + y + z) = \$ _____

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

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

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

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

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

Dated _____ Signature _____

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

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

Notary Public

My Commission Expires

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

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

MARCH 1, 2016

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

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

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

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

Pertinent Non-Discrimination Authorities:

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

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION FOR
IMPLEMENTATION OF CLEAN AIR ACT
AND
FEDERAL WATER POLLUTION CONTROL ACT**

SEPTEMBER 1, 1997

By signing this bid, the bidder will be deemed to have stipulated as follows:

- a) That any facility to be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub. L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub. L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR, Part 15), is not listed on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
- b) That the State Transportation Department shall be promptly notified prior to contract award of the receipt by the bidder of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

* * * *

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION REGARDING
MINIMUM WAGE ON STATE FUNDED PROJECTS**

OCTOBER 24, 2019

This proposal contains a copy of the most recent United States Department of Labor (USDOL) Davis-Bacon Act Wage Decision, adopted by the South Dakota Transportation Commission.

If the amount of this contract, as awarded, is \$100,000.00 or more, the following wage provisions will apply:

1. The Contractor and each related subcontractor will pay all laborers and mechanics working at the site of work unconditionally and not less than once a week, and without subsequent deduction or rebate of any account, other than permitted payroll deductions. The Contractor and each related subcontractor must compute the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment at rates not less than those rates contained in the USDOL Davis-Bacon Act Wage Decision.
2. 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.
3. 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.
4. 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.

5. The Contractor and each related subcontractor will maintain payrolls and basic records relating thereto during the course of the work and preserve these records for a period of three (3) years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, and guards working at the site of the work. These records must contain the name, address, social security number of each such worker, his or her correct work classification, and hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof). The Contractor and each related subcontractor will make these records available for inspection, copying, or transcription by the Labor Compliance Officer (LCO) and will permit the LCO to interview employees during working hours on the site of the work.
6. The SDDOT will upon its own action, or upon written request of an authorized representative of the USDOL, withhold, or cause to be withheld, from the Contractor or related subcontractor under this contract, or any other contract with the same prime Contractor, as much of the accrued payments, advances, or guarantee of funds as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers employed by the Contractor or any related subcontractor, the full amount of wages required by the contract. In the event the Contractor fails to pay any laborer or mechanic, including any apprentice, trainee, or helper employed or working on the site of the work, all or part of the wages required by the contract, the LCO may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds under this contract or any other contract with the same prime Contractor until such violations have ceased.

* * * * *

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

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

Agency: U.S. DOL
Wage Decision Number: **SD20230032 SD1**
Counties: SD Statewide
Wage Decision Date: **03/10/2023 (Mod-0)**

*SUSD2023-001 01-11-2023

LABORERS

GROUP GL1

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

GROUP GL2

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

GROUP GL3

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

GROUP GL5

Carpenter; Form Builder

GROUP GL6

Concrete Finisher; Painter; Grade Checker

POWER EQUIPMENT OPERATORS

GROUP G01

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

GROUP G02

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

GROUP G03

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

GROUP G04

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

GROUP G05

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

TRUCK DRIVERS

GROUP GT1

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

GROUP GT2

Semi-Tractor and Trailer; Tandem Truck with Pup

ELECTRICIANS

GROUP E01

Electrician

| <u>Rates</u> | <u>Fringes</u> |
|--------------|----------------|
| 22.38 | 0.00 |
| 23.16 | 0.00 |
| 24.41 | 0.00 |
| 31.94 | 0.00 |
| 26.45 | 0.00 |
| 24.57 | 0.00 |
| 24.68 | 0.00 |
| 26.07 | 0.00 |
| 27.18 | 0.00 |
| 30.01 | 0.00 |
| 24.52 | 0.00 |
| 25.88 | 4.28 |
| 29.78 | 5.04 |

WELDERS – Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award, pursuant to 29 CFR 5.5(a)(1)(ii); contractors are responsible for requesting SDDOT to secure necessary additional work classifications and rates.

*Classifications listed under an "SU" identifier were derived from survey data and the published rate is the weighted average rate of all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates.

Survey wage rates are not updated and will remain in effect until a new survey is conducted.

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

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

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

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In the listing above, the "SU" identifier indicates the rates were derived from survey data. As these weighted average rates include all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of the survey on which these classifications and rates are based. The next number, 007 in this example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

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

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- an existing published wage determination
- a survey underlying a wage determination
- a Wage and Hour Division letter setting forth a position on a wage determination matter
- a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

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

SEPTEMBER 7, 2022

The Supplemental Specifications dated September 7, 2022 are in effect for and made a part of this contract.

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

Department Website:

<https://dot.sd.gov/doing-business/contractors/standard-specifications/2015-standard-specifications>

Operations Support:

605-773-3571

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**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

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

DECEMBER 6, 2023

The following unit bid prices have been established by the South Dakota Department of Transportation Commission.

These prices will be pre-entered in the bidding package for each project or will establish a standard price to be used whenever no project contract unit price exists for that item.

Each unit price listed is considered full compensation for the cost of labor, material, and equipment to provide the item of work and/or material, complete in place, including (but not limited to) royalty, waste of unsuitable materials, equipment rental, overhead, profit, and incidentals.

Items specified in this document may be paid for on progressive estimates without the benefit of a prior approved Construction Change Order.

| Specification Section Number | Specification Section Name | Item Name | Price per Item |
|-------------------------------------|----------------------------------------|-------------------------------------|-----------------------------------------------------------------------|
| 5.8 | Construction Stakes, Lines, and Grades | Engineer Directed Surveying/Staking | \$175.00/hour |
| 7.7 | Public Convenience and Safety | Water for Dust Control | \$35.00/M.Gal |
| 7.7 | Public Convenience and Safety | Dust Control Chlorides | \$0.70/lb |
| 9.3 | Payment for extra haul of Materials | Extra Haul | \$0.25/ton mile (Truck) or \$0.10/ cubic yard station (Scraper) |
| 120.5 A.5. | Roadway and Drainage Exc. & Emb. | Unclassified Excavation, Digouts | \$15.00/cu.yd. |
| 120.5 H. | Roadway and Drainage Exc. & Emb. | Extra Haul | \$0.25/ton mile (Truck) or \$0.10/cubic yard station (Scraper) |
| 120.5 I. | Roadway and Drainage Exc. & Emb. | Water for Embankment | \$35.00/M.Gal |
| 421.5 | Undercutting Pipe & Plate Pipe | Undercutting Culverts | \$20.00/cu.yd. |

| | | | |
|----------|--------------------------------------|-------------------------------------------------|----------------------------------------------------------------|
| 510.5 D. | Timber, Prestressed, and Steel Piles | Timber Pile Splice | \$850.00/each |
| | | Steel Pile Splices (*All Weights) | Splice made before either of the pieces has been driven. |
| | | 8 HP* | \$200.00/each |
| | | 10 HP* | \$250.00/each |
| | | 12 HP* | \$275.00/each |
| | | 14 HP* | \$300.00/each |
| | | Steel Pile Splices (*All Weights) | Splice made after one of the pieces has been driven. |
| | | 8 HP* | \$400.00/each |
| | | 10 HP* | \$525.00/each |
| | | 12 HP* | \$650.00/each |
| | | 14 HP* | \$750.00/each |
| 510.5 E. | Timber, Prestressed, and Steel Piles | Pile Shoes (Timber Pile) | \$190.00/each |
| 510.5 H. | Timber, Prestressed, and Steel Piles | Pile Tip Reinforcement (Steel Pile) | |
| | | 10" HP Tip Reinforced | \$200.00/each |
| | | 12" HP Tip Reinforced | \$225.00/each |
| | | 14" HP Tip Reinforced | \$275.00/each |
| 601.5 | Haul Roads | Granular Material | \$28.00/ton |
| 601.5 | Haul Roads | Asphalt Concrete (including asphalt) | \$160.00/ton |
| 601.5 | Haul Roads | Cover Aggregate | \$55.00/ton |
| 601.5 | Haul Roads | Asphalt for Prime | \$1200.00/ton |
| 601.5 | Haul Roads | Asphalt (Tack, Flush & Surface Treatment) | \$800.00/ton |
| 601.5 | Haul Roads | Water | \$35.00/M.Gal |
| 601.5 | Haul Roads | Dust Control Chlorides | \$0.70/lb |
| 634.5 | Temporary Traffic Control | Flagging | \$36.03/hour |
| 634.5 | Temporary Traffic Control | Pilot Car | \$52.75/hour |

* * * * *

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION
REGARDING
STORM WATER DISCHARGES
TO WATERS OF THE STATE**

MAY 8, 2018

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 FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES". This permit authorizes the discharge of storm water in accordance with the conditions and requirements set forth in the permit.

The Contractor, by signing the CONTRACTOR 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 Storm Water Discharges Associated with Construction Activities for the project identified above."

A copy of the full version of the General Permit for Storm Water Discharges Associated with Construction Activities, dated 04/01/2018, must be posted on the job site. The General Permit for Storm Water Discharges Associated with Construction Activities is available for downloading and printing from the SD DENR website:

<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.

* * * * *

