



**DEPARTMENT OF
TRANSPORTATION**

DEPARTMENT OF TRANSPORTATION

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

DETOUR SURFACE MAINTENANCE

STATE

PROJECT NO.

**NH-B 0012(00)291
(PCN 0ACF)**

US HIGHWAY 12, BROWN COUNTY 14 & 13

IN BROWN 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 18, 2026, at which time the SDDOT will open bids. All bids will be checked for qualifications with results posted on the SDDOT website. The South Dakota Transportation Commission will consider all bids at a scheduled Commission meeting.

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

FIELD WORK COMPLETION: **SEPTEMBER 4, 2026**

The project category is Category 1

The project type is Surfacing

The geographic zone is Zone 5

THE DBE GOAL FOR THIS PROJECT IS: **N/A**

WORK TYPE FOR THIS PROJECT IS: **Work Type 6**

Bidding package for the work may be obtained at:

<http://apps.sd.gov/hc65bidletting/ebslettings1.aspx#no-back-button>

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

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

Lane Goldsmith
West Highway 12 PO Box 1767
Aberdeen, SD 57402-1767
Phone: 605/626-7885

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 2/12/26

INDEX OF SPECIAL PROVISIONS

PROJECT NUMBER(S): NH-B 0012(00)291 PCN: 0ACF

TYPE OF WORK: DETOUR SURFACE MAINTENANCE

COUNTY: BROWN

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.

Ashley Glaspell is the official in charge of the Aberdeen Career Center for Brown County.

THE FOLLOWING ITEMS ARE INCLUDED IN THIS PROPOSAL FORM:

Special Provision for Asphalt Surface Treatment Design, dated 11/19/15.

**Special Provision Regarding Railroad Insurance Requirements
for BNSF Railway Company, dated 2/4/26.**

NOTE: The Contractor WILL NOT be granted permission to proceed with any work on Railroad Right-of-Way until he has been notified by the Railroad that the insurance has been approved and the insurances and certificates has been provided to the SDDOT area office.

Special Provision Regarding Working on Railroad Property for BNSF Railway Company, dated 2/4/26.

**Special Provision Regarding Railroad Insurance Requirements
for Dakota Missouri Valley Western Railroad, Inc., dated 2/4/26.**

NOTE: The Contractor WILL NOT be granted permission to proceed with any work on Railroad Right-of-Way until he has been notified by the Railroad that the insurance has been approved and the insurances and certificates has been provided to the SDDOT area office.

Special Provision Regarding Working on Railroad Property for Dakota Missouri Valley Western Railroad, Inc., dated 2/4/26.

Special Provision for Asphalt Concrete Crack Leveling, dated 3/6/22.

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

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

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

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

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

Special Provision For 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 SD20260001, dated 1/30/26.

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION
FOR
ASPHALT SURFACE TREATMENT DESIGN**

NOVEMBER 19, 2015

Delete Section 360.3 C of the specifications and replace with the following:

C. Cover Aggregate Preparation and Asphalt Surface Treatment Design:

Sampling and submitting of the cover aggregate, in accordance with Section 6.3, is required for the asphalt surface treatment design process and quality testing. The Contractor shall notify the Area office a minimum of 5 calendar days prior to sampling the cover aggregate.

After at least 50% of the aggregate is stockpiled at each stockpile site and a minimum of 14 calendar days prior to beginning the asphalt surface treatment, the Contractor must submit a sample of the cover aggregate to the asphalt supplier for evaluation of compatibility.

The Area office representative or, in accordance with Section 6.3, the Contractor will submit a sample of the cover aggregate for quality test verification to the Department's Bituminous Engineer. At the same time, the Contractor shall submit copies of the cover aggregate production samples including, but not limited to; gradation, flakiness index, plasticity index, LA abrasion loss, soundness loss, and crushed particles tests, to the Engineer and the Department's Bituminous Engineer.

Satisfactory quality test results for the cover aggregate must be obtained prior to use on the project.

If a change in source of cover aggregate is necessary as a result of the compatibility verification, the asphalt surface treatment design, or quality testing; the Contractor must obtain a new sample of cover aggregate and the Area office representative or, in accordance with Section 6.3, the Contractor will submit the sample to the Department's Bituminous Engineer using the same procedures as stated above.

At least 7 calendar days prior to beginning the asphalt surface treatment, the Contractor must submit an emulsified asphalt sample, a copy of the compatibility test results, and the asphalt surface treatment design to the Engineer and the Department's Bituminous Engineer for approval by the Department's Bituminous Engineer.

The asphalt surface treatment will be designed in accordance with the Modified McLeod Design Procedure attached to this special provision. The asphalt surface treatment design will be prepared by qualified personnel experienced in asphalt surface treatment design.

The asphalt surface treatment design will be based on traffic volume(s) and pavement conditions contained in the plans and materials meeting the specified requirements. The final application rate for the emulsified asphalt and cover aggregate will be determined after the source of the material is known and field adjustments are made. The asphalt surface treatment design will include the following information:

- 1) Cover aggregate gradation.
- 2) Bulk specific gravity of the cover aggregate.
- 3) Loose unit weight of the cover aggregate.
- 4) Emulsified asphalt type
- 5) Emulsified asphalt rate of application.
- 6) Cover aggregate rate of application.

* * * * *

ATTACHMENT 1

Modified McLeod Design Procedure

I. Asphalt Surface Treatment Design General

Asphalt surface treatments shall be designed so the proposed materials are of sufficient quality and have the desired properties to provide the expected performance. Proper design also ensures the proper application rates are being used. The design procedure presented herein is a modified version of the McLeod design procedure (McLeod 1969, Janisch and Gaillard 1998).

The procedure is based on two basic principles:

- The aggregate application rate is designed to provide an asphalt surface treatment that is one stone thick (i.e., there should be a single layer of uniformly sized chips) with minimal excess.
- The voids in the aggregate are designed to be 70% filled with asphalt cement for good performance (i.e., the chips should be 70% embedded).

II. Emulsion Properties

Residual Asphalt Content: A portion of an asphalt emulsion consists of water, which evaporates as the binder breaks. The amount of asphalt cement that remains after breaking is referred to as the residual asphalt content. It is important to consider the residual asphalt content because it represents the amount of material that is available for bonding to the cover aggregate. In general, the residual asphalt content is about 64 to 70% (i.e., 64 to 70% of an asphalt emulsion consists of asphalt cement).

As mentioned, the objective of this design procedure is to achieve 70% embedment of the average-sized aggregate. To accomplish this, the emulsion must be at the top of the average-sized aggregate before curing. If only 70% of the cover aggregate is covered initially, the asphalt height will be about 30% too low after curing.

III. Aggregate Properties

Median Particle Size: The median particle size is the theoretical size through which 50% of the material passes. It is determined from the gradation chart using the following sieve sizes: 1 inch, 3/4 inch, 1/2 inch, 3/8 inch, 1/4 inch, #4, #8, #16, #50, and #200.

Flakiness Index (SD 203): The Flakiness Index is a measure of the percentage, by weight, of flat particles. It is determined by testing a sample of aggregate particles for their ability to fit through a slotted plate. The weight of the material passing the slots is divided by the total weight of the aggregate sample to determine the percent of flat particles or Flakiness Index.

Average Least Dimension: The average least dimension represents a reduction of the median particle size after accounting for the amount of flat particles. It represents the asphalt surface treatment thickness in the wheel path after traffic has reoriented the chip on their flattest side. It is determined from the median particle size and flakiness index using the following equation:

$$H = \frac{M}{1.139285 + 0.011506FI}$$

Where:

H = Average least dimension, inch

M = Median particle size, inch

FI = Flakiness index, %

Loose Unit Weight (SD 205): The loose unit weight is required in order to determine the voids in the aggregate in a loose condition. The voids represent the available space for the asphalt binder after placement and rolling. The loose unit weight is a function of the gradation, shape, and specific gravity of the aggregate.

Bulk Specific Gravity (SD 209 and SD 210): Bulk specific gravity represents the weight of aggregate as compared to the weight of water. Different aggregate types have different unit weights or specific gravities. This factor affects the application rate of the aggregate chips because a heavier aggregate will require more weight of chips (or a higher application rate) than a lighter aggregate to cover the same area. Bulk specific gravities for aggregates typically range from 2.40 to 3.00. Natural aggregates are generally about 2.40, and quartzite and limestone aggregates are generally around 2.60.

Voids in the Loose Aggregate (SD 205): The voids in the loose aggregate represent the voids after the aggregate chips are placed on the pavement. It is based on the loose unit weight and can be determined using the following equation:

$$V = 1 - \frac{W}{62.4G}$$

Where:

V = Voids in the loose aggregate

W = Loose unit weight of the aggregate chips, pounds / cubic foot

G = Bulk specific gravity of the aggregate

For one-sized chips, this factor will typically be around 50 percent. Rolling will reduce the amount of voids, typically to around 30 percent. Traffic will further reduce the amount of voids to around 20 percent.

Aggregate Absorption (SD 209 and SD 210): Aggregates, especially porous aggregates, will absorb a portion of the asphalt emulsion. This will affect the amount of asphalt binder that is available for bonding with the aggregate chips. To ensure that enough binder remains, this factor must be taken into account when designing the emulsion application rate. An absorption correction factor of 0.02 gallons per square yard is recommended for aggregates with absorption greater than 1.5%. Quartzite is generally not too absorptive and will not require an adjustment. Some limestone and natural aggregates, however, may require an adjustment to the emulsion application rate.

IV. Other Design Properties

Traffic Volume: The traffic volume will influence the amount of asphalt binder that is required to provide sufficient embedment of the aggregate chips. All other factors equal, roadways with higher traffic volumes will require less residual asphalt. This may appear to be the opposite of what is typically expected. However, consider that traffic causes a reorientation of the chips until they eventually lie on their flattest side. More traffic thus results in a greater probability that the chips will be laying on their flattest side and will result in a thinner asphalt surface treatment. Less traffic will result in a thicker asphalt surface treatment and will thus require more asphalt binder to achieve sufficient embedment. The table below provides the recommended traffic correction factor to be used in determining the emulsion application rate. Failure to account for this factor will result in bleeding in the wheel paths.

Table 1 - Recommended Traffic Correction Factors

Traffic (ADT)	Traffic Factor
<100	0.85
100-500	0.75
500-1000	0.70
1000-2000	0.65
>2000	0.60

Traffic Whip-Off: A portion of the aggregate chips will get thrown off the roadway before final curing and embedment under traffic has occurred. This is accounted for in the procedure using a traffic whip-off factor. The factor is based on the traffic volume and traffic speed of the roadway. Low-volume, residential streets will have about a 5% loss, whereas the loss on high-volume, high-speed roadways will be around 10%. The factor can be computed using the following equation:

$$E = 1 + \frac{P}{100}$$

Where:

E = Traffic whip-off factor

P = Expected loss of aggregate chips, %

Thus, an expected loss of 10% results in a traffic whip-off factor of 1.10.

Existing Pavement Condition: The surface condition of the existing pavement will greatly influence the amount of asphalt emulsion that is required. A dry, porous pavement will absorb a tremendous amount of asphalt binder and thus affect the emulsion application rate. Conversely, a new pavement (or a pavement with bleeding on the surface) will absorb much less binder. The varying condition is accounted for in the design procedure by the surface correction factor. The recommended value, based on the pavement surface texture, is provided in Table 2.

The same application rate cannot be used for all roadways with varying conditions. Similarly, the surface condition should be monitored during placement, and the application rate adjusted as needed to address areas of differing condition.

Table 2 - Recommended Surface Correction Factors

Existing Pavement Surface Texture	Surface Correction Factor, gallons / square yard
Black, flushed asphalt	-0.01 to - 0.06
Smooth, non-porous	0.00
Slightly porous and oxidized	+0.03
Slightly pocked, porous, and oxidized	+0.06
Badly pocked, porous, and oxidized	+0.09

V. Design Equations

Once the inputs are determined, the application rates can be calculated using the McLeod design equations. The equations for aggregate and emulsion application rates are presented below.

Aggregate Application Rate: The following equation is used to determine the aggregate application rate:

$$C = 46.8(1 - (0.4V)) \times H \times G \times E$$

Where:

C = Chip application rate, pounds / square yard

V = Voids in loose aggregate

H = Average least dimension, inch
G = Bulk specific gravity
E = Traffic whip-off factor

Emulsion Application Rate: The emulsion application rate is determined using the following equation:

$$B = \frac{2.244 \times H \times T \times V + S + A}{R}$$

Where:

B = Binder application rate, gallons / square yard
H = Average least dimension, inch
T = Traffic correction factor
V = Voids in loose aggregate
S = Surface correction factor
A = Aggregate absorption factor, gallons / square yard
R = Residual asphalt content of binder

The emulsion application rate is recalculated using the median particle size instead of the average least dimension. This new emulsion rate provides the required rate if the chips are not reoriented, and thus is more representative of the rate required outside the wheel path. The average of the two rates is then used as the starting point in the field.

VI. Example Design Problem

A 150 pound sample of quartzite aggregate has been submitted for design. The roadway has traffic levels of 2,125 vehicles per day (ADT). The pavement surface is slightly pocked, porous, and oxidized. A CRS-2 emulsion with a residual asphalt content of 66.5% will be used as the binder. Determine the emulsion and aggregate application rates for this project.

Step 1:

Determine the aggregate gradation, bulk specific gravity, and percent absorption.

Laboratory testing of the aggregate revealed the gradation as shown in Table E1. Testing in accordance with SD 209 and SD 210 indicates a bulk specific gravity of the aggregate of 2.61. The aggregate absorption based on SD 209 and SD 210 is 0.55%, so no correction is needed.

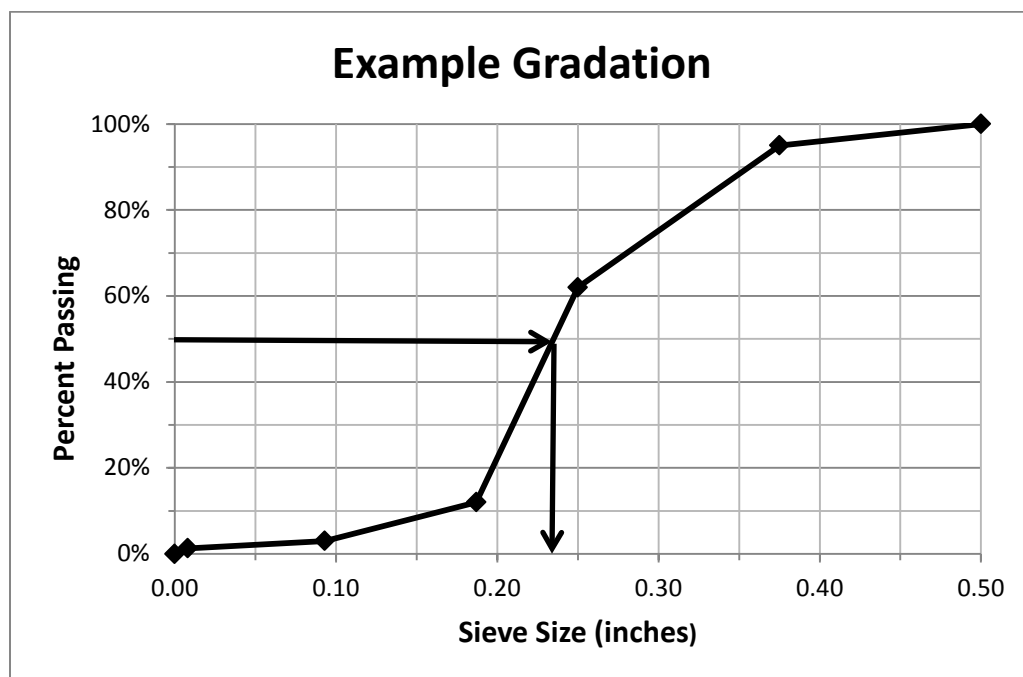
Table E1 - Gradation Test Results for Example Design Problem

Sieve Size	Percent Passing
1/2 inch	100
3/8 inch	95
1/4 inch	62
#4	12
#8	3
#200	1.3

Step 2:

Determine the mean particle size.

The median particle size (M) is determined by plotting the gradation results and reading off the sieve size at which 50% of the particles pass. The median particle size represents the theoretical size at which half the stones are larger and half are smaller.



For the given gradation, the median particle size is determined to be **0.23 inches**.

Step 3:

Determine the flakiness index.

To determine the flakiness index, the aggregate particles are fitted through slots. The results of this testing is shown in Table E2

Table E2 - Flakiness Index Test Results for Example Design Problem

Size Fraction	Weight Retained on Slot, grams	Weight Passing Slot, grams
1/2 inch to 3/8 inch	54.2	12.3
3/8 inch to 1/4 inch	123.3	43.5
1/4 inch to #4	184.4	89.5
Total	361.9	145.3

Using these results, the flakiness index (FI) is determined as follows:

$$FI = \frac{\text{Weight of Flat Chips}}{\text{Weight of Sample}} = \frac{145.3}{361.9 + 145.3} = 0.286 = 28.6\%$$

Step 4:

Determine the average least dimension.

The average least dimension (H) is the expected thickness of the asphalt surface treatment after the chips have been reoriented on their flattest side from traffic. It is determined using the following equation:

$$H = \frac{M}{1.139285 + 0.011506FI} = \frac{0.23 \text{ in}}{1.139285 + (0.011506 \times 28.6)} = 0.157 \text{ in}$$

Step 5:

Determine the loose weight of the aggregate.

A metal cylinder with a volume of 0.50 cubic feet was loosely filled with aggregate and weighed. This process was repeated three times, the results of which are shown in Table E3.

Table E3 - Loose Unit Weight Test Results for Example Design Problem

Test Number	Weight of Aggregate, pounds
1	45.25
2	45.32
3	45.29
Average	45.29

The loose unit weight (W) is then determined as follows:

$$W = \frac{\text{Weight of Aggregate}}{\text{Weight of Cylinder}} = \frac{45.29 \text{ lbs}}{0.50 \text{ ft}^3} = 90.58 \text{ lbs / ft}^3$$

Step 6:

Determine the voids in the loose aggregate.

The voids in the loose aggregate (V) is determined using the following equation:

$$V = 1 - \frac{W}{62.4 G} = 1 - \frac{90.58 \text{ lbs} / \text{ft}^3}{62.4 \text{ lbs} / \text{ft}^3 \times 2.61} = 0.44$$

Step 7:

Determine the aggregate application rate.

With the inputs determined above, the aggregate application rate (C) is determined using the following equation:

$$\begin{aligned} C &= 46.8(1 - (0.4V)) \times H \times G \times E \\ &= 46.8(1 - (0.4 \times 0.44)) \times 0.157 \times 2.61 \times 1.10 = 17.3 \text{ lbs} / \text{yd}^2 \end{aligned}$$

Step 8:

Determine the emulsion application rate.

The emulsion application rate is determined using the following equation. The calculation is performed twice, once for the wheel path areas (using the average least dimension) and again for the non-wheel path areas (using the median particle size). These calculations are shown below:

$$B = \frac{2.244 \times H \times T \times V + S + A}{R} = \frac{2.244 \times 0.157 \times 0.60 \times 0.44 + 0.06 + 0.00}{0.665} = 0.23 \text{ gal} / \text{yd}^2$$

$$B = \frac{2.244 \times M \times T \times V + S + A}{R} = \frac{2.244 \times 0.23 \times 0.60 \times 0.44 + 0.06 + 0.00}{0.665} = 0.30 \text{ gal} / \text{yd}^2$$

The average of the two results (0.27 gallons per square yard) is used as the starting point in the field.

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION

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SPECIAL PROVISION REGARDING RAILROAD INSURANCE REQUIREMENTS FOR
BNSF RAILWAY COMPANY

NH-B 0012(00)291 PCN 0ACF, BROWN COUNTY
BROWN COUNTY RD 14
DOT # 393765J at RR MP 703.300, LS 2005

February 4, 2026

Before commencing any work on, over, or near BNSF property, the Contractor will provide and maintain in effect insurance covering all of the work and services to be performed by the Contractor and each of its subcontractors in the coverage and minimum amounts as noted below:

1. Railroad Protective Liability: **BNSF Railway Company will be the Named Insured** for bodily injury and property damage of \$2,000,000 per occurrence and \$6,000,000 in the aggregate. This insurance will *include the Limited Seepage and Pollution Liability Endorsement, Pollution Exclusion Amendment, and Notice of Change Endorsement.*
2. Commercial General Liability: **BNSF Railway Company will be named an Additional Insured** for bodily injury, property damage and contractual liability for work being performed within 50 feet of railroad property, in the amount of \$2,000,000 per occurrence, with an aggregate of \$4,000,000.
3. Automobile Liability: **BNSF Railway Company will be named an Additional Insured** for bodily injury and property damage, with coverage of at least \$1,000,000 combined single limit or the equivalent covering any and all vehicles owned or hired by the Contractor and used in performing work for this project.
4. Workers' Compensation Insurance: As required under the South Dakota Workers' Compensation Law.

RAILROAD PROTECTIVE LIABILITY

The Contractor must purchase Railroad Protective Liability Insurance from BNSF's Public Project Railroad Protective Program through Insurance Brokers Marsh USA, Inc. Purchasing Railroad Protection Liability Insurance through BNSF's Public Project Railroad Protective Program will also grant the Contractor Right of Entry to railroad property.

The contact information to purchase insurance is: Marsh USA, Inc.
1717 Main Street, Suite #4400
Dallas, Texas 75201
Attn: Rosa Martinez, telephone #214-303-8519

IMPORTANT: This project requires Railroad Protective Liability Insurance but does not require any permitting. Clearly state to Marsh USA, Inc., when purchasing RPLI, that this is a public project that was coordinated with Alex Fiorini of BNSF Railway, and that no permitting is required for this project.

CERTIFICATE OF INSURANCE

The Contractor will obtain a Certificate of Insurance evidencing the issuance of insurance coverage as prescribed in items 2, 3, and 4 above. A Waiver of Subrogation is to be shown in favor of the Railroad as respects to the General Liability, Automobile Liability and Workers' Compensation. Also required is primary and non-contributing wording as respects to the General Liability and Automobile Liability.

NAMED INSURED

The certificate holder for Certificate of Insurance and the named insured for Railroad Protective Liability will read:

BNSF Railway Company

PO Box 140528

Kansas City, MO 64114

Email: bnsf@certfocus.com

Questions regarding BNSF's insurance requirements are to be directed to Vickie Barnett, Assistant Manager – Risk Management, BNSF Railway Company, at 817-352-2414 or Vickie.Barnett@BNSF.com.

SUBMITTAL OF INSURANCES TO BNSF AND THE AREA ENGINEER

- A. The Contractor will submit the **BNSF Public Project Notification Form for the State of South Dakota** to BNSF's Certificate Tracking Administrator, CertFocus. (See page 4 of 4 of this special provision for the form.)
- B. The Contractor will submit a signed Certificate of Insurance evidencing the issuance of insurance coverage as prescribed for Commercial General Liability, Automobile Liability, and Workers' Compensation Insurance to CertFocus, and the Area Engineer.
- C. MARSH USA, Inc., will forward the required acknowledgement document to CertFocus that a Railroad Protection Liability Insurance Policy has been purchased from BNSF's Public Project Railroad Protective Program by the Contractor.
- D. BNSF through Jones Lang LaSalle Brokerage, Inc., will provide the Contractor an approved Railroad Protective Liability Insurance policy agreement.
- E. The Contractor will submit a copy of BNSF's approved Railroad Protective Liability Insurance policy agreement to the State's Area Engineer.

The Contractor will submit the information as requested in items A, B, C, and D to:

CertFocus

AND

Lane Goldsmith– Aberdeen Area Engineer

PO Box 140528

PO Box 1767

Kansas City, MO 64114

Aberdeen, SD 57402

Email: bnsf@certfocus.com

Email: lane.goldsmith@state.sd.us

Fax number: 817-840-7487

Telephone Number: 605-626-2244

Toll Free: 877-576-2378

The Contractor will not proceed with any work on, over, or near BNSF property (at a minimum of 50 feet from the centerline of any track) until the Contractor has been notified by the BNSF that the required insurance has been approved and documentation of approval has been provided to the Area Engineer.

All costs associated with these insurance requirements, including increasing policy limits, when required, will be incidental to the bid item RAILROAD PROTECTIVE INSURANCE.

The parties mutually understand and agree that the purchase of insurance will not in any way limit the liability of the Contractor to the Railroad.

Failure to obtain the required insurance and approvals prior to working on, over, or near BNSF property will result in the suspension of all work until the required insurances are obtained and approved.

BNSF Public Project Notification Form for the State of South Dakota

Location on Railroad System:

DOT # 393765J RR MP & Line Segment: MP 703.300 & LS 2005

DOT # _____ RR MP & Line Segment: _____

DOT # _____ RR MP & Line Segment: _____

Nearest City: Aberdeen, SD

Contractor Information:

Contractor Name: _____

Contractor Address: _____

Contractor Phone Numbers: _____ cell: _____

Contractor Fax Number: _____

Contractor Contact Name: _____

Start Date of Project: _____ End Date of Project: _____

Work to be completed for: State/DOT City County Township

SD State Project Number: NH-B 0012(00)291 PCN0ACF

Describe Work to be performed on, over or near BNSF property: Detour Surface Maintenance

Submit this form to BNSF's Certificate Tracking Administrator: CertFocus
PO Box 140528
Kansas, MO 64114
Email: bnsf@certfocus.com
Fax number: 817-840-7487
Toll Free: 877-576-2378

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION

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SPECIAL PROVISION REGARDING
WORKING ON RAILROAD PROPERTY FOR
BNSF RAILWAY COMPANY

NH-B 0012(00)291 PCN 0ACF, BROWN COUNTY
BROWN COUNTY RD 14
DOT # 393765J at RR MP 703.300, LS 2005

February 4, 2026

REQUIREMENTS OF THE CONTRACTOR IN RELATION TO THE PROTECTION OF THE
RAILROAD PROPERTY AND OPERATIONS FROM HAZARD DUE TO CONSTRUCTION
OPERATIONS.

The Railroad contact for this project is: **Walter Johnson, Roadmaster, BNSF Railway Company,
Aberdeen, SD 760-669-6417, walter.johnson@bnsf.com.** The Roadmaster may designate others to represent the Railroad.

Construction work or activities within 25' of a track will require railroad flaggers to flag to safeguard Railroad's operations and property. Depending on the workload, the contractor may have to utilize a third party flagging company, to flag safeguard Railroad's operations, property, and the safety of the contractor's employees. The Contractor will schedule its work in a manner and sequence that will minimize the requirement for Railroad flagging.

The Contractor will notify the Roadmaster at least **thirty (30) days** in advance before entering Railroad property to allow BNSF Railroad to possibly bulletin for Railroad flagger(s) position or direct the contractor to utilize third-party flagging. **The Contractor will coordinate its work schedule with the State and Railroad Representatives prior to notifying the Railroad of required flagging dates.**

The Contractor must give BNSF's Scheduling Agent (BNSFScheduling@wilsonco.com) a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Scheduling Agent can make appropriate arrangements (i.e., obtain availability and cost estimate for three (3) approved vendors for selection). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Scheduling Agent ten (10) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.

When flagger(s) is/are no longer required to flag the Contractor's work or activities as determined after consultation with the State and Railroad Representatives, the Contractor will provide five (5) working days' notice to the Roadmaster and BNSF's Scheduling Agent. **The lack of proper or timely notification could result in which the Contractor being responsible for payment for unnecessary flagging.** Normal and customary charges for flagging will be paid by the State.

Invoicing for flagging will be submitted directly to **Cassidy Schnabel, Highway Rail Safety Engineer, 700 E Broadway Ave, Pierre, SD 57501, cassidy.schnabel@state.sd.us.** The Contractor will notify Roadmaster of billing requirement.

If third-party flagging protection is required, the flagging firm will contact the Area Office to fill out an application that ultimately leads to a service agreement between SDDOT and Railroad Flagging Company. The application to execute the service agreement can take up to Fourteen 14 days to process. After the service agreement has been executed, the third-party flagging company requires Fourteen (14) days in advanced notice prior to flagging. The third-party flagging company will submit the billings for flagging directly to the Highway Rail Safety Engineer for payment.

Unless determined otherwise by the Roadmaster, protective flagging services will be required furnished when the Contractor's work or activities are located **over, under, or within twenty-five (25) feet** measured horizontally and perpendicular from centerline of the nearest track, when cranes or similar equipment positioned outside of 25-foot area from track centerline could foul the track in the event of tip over or other catastrophic occurrence, and, including, but not limited to the following conditions:

- a. When in the opinion of the Railroad's Representative, it is necessary to safeguard Railroad property, employees, trains, engines, or facilities.
- b. When any excavation is performed below the bottom of railroad tie elevation, if, in the opinion of Railroad's Representative, track or other railroad facilities may be subject to movement or settlement.
- c. When work in any way interferes with the safe operation of trains at timetable speeds.
- d. When any hazard is presented to railroad track, communications, signal, electrical, or other facilities either due to persons, material, equipment, or blasting in the vicinity.

Flagging services will be performed by qualified Railway flaggers.

- a. Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.
- b. Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.
- c. The cost of flagger services provided by the Railway will be borne by **(Agency)** and invoiced through BNSF's Scheduling Agent. The estimated cost for one (1) flagger is approximately between \$1,200.00-\$2,000.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision, scheduling and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.**

The cost of **inspector coordinator services** provided by the railway will be borne by **Contractor**. The estimated cost for inspector coordinator services is approximately \$1,200 per day. The contractor shall reimburse the railroad for actual costs of inspection services.

- i) The average train traffic on this route is 3 freight trains per 24-hour period at a timetable speed 10 MPH and 0 passenger trains at a timetable speed of 0 MPH.

The Contractor must obtain special permission from the Railroad before moving heavy or cumbersome objects or equipment which may result in making the track impassable.

The Contractor will not be within 25 feet of center of any track when a train is present. Further, no work or activities performed by the Contractor will cause any interference with the constant, continuous and uninterrupted use of the track, property, or facilities of the Railroad; its lessees, licensees, or other users, unless specifically authorized in advance by the Railroad's Representative. Nothing will be done by the Contractor at any time that would in any manner impair the safety of the track, property, or facilities of the Railroad, its lessees, licensees, or other users.

The Contractor will waive, release, indemnify, and defend Railroad for all judgments, awards, claims, demands, and expenses (including attorney fees), for injury or death to all persons, including Railroad's and the Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from the Contractor's or any of the Contractor's subcontractor's acts or omissions or any work performed by or on behalf of the Contractor's or any of the Contractor's subcontractor's on or about Railroad's property or right-of-way. **THE LIABILITY ASSUMED BY THE CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILROAD, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIM IS PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR SOLE NEGLIGENCE OF RAILROAD.**

This obligation will not include any claim, cost, damage, or expense which may be caused by the intentional misconduct or sole negligence of Railroad or its contractor, agent, or employee.

THE INDEMNIFICATION OBLIGATION ASSUMED BY THE CONTRACTOR INCLUDES ANY CLAIM, SUIT, OR JUDGMENT BROUGHT AGAINST RAILROAD UNDER THE FEDERAL EMPLOYEES' LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.

The Contractor further agrees, at its expense, in the name and on behalf of Railroad, that the Contractor will adjust and settle all claims made against Railroad, and will, at Railroad's discretion, appear and defend any suit or action at law or in equity brought against Railroad on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by the Contractor under this Special Provision for which Railroad is liable or is alleged to be liable. Railroad will give notice to the Contractor, in writing, of the receipt or dependency of such claim and thereupon the Contractor must proceed to adjust and handle to a conclusion such claim, and, in the event of a suit being brought against Railroad, Railroad may forward summons and complaint or other process in connection therewith to the Contractor, and the Contractor, at Railroad's discretion, must defend, adjust, or settle such suit and protect and indemnify Railroad from and against all damage, judgment, decree, attorney fees, cost, and expense growing out of or resulting from or incident to any such claim or suit.

In addition to any other provision of this Special Provision, if all or any portion of this Article is deemed to be inapplicable for any reason, including, without limitation as a result of a decision of an applicable court, legislative enactment, or regulatory order, the parties agree this Article will be interpreted as requiring the Contractor to indemnify Railroad to the fullest extent permitted by applicable law.

The assumption of liabilities and indemnification provided for in this Special Provision will survive any termination of this Special Provision.

The Contractor's obligations under this Special Provision will not extend to the liability of the architect or engineer, agents or employees arising out of: (1) The preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or, (2) The giving of or the failure to give directions or instructions by the architect, or engineer, agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

2. REQUIREMENTS FOR THE CONTRACTOR WORKING ON RAILROAD PROPERTY.

Prior to entering Railroad property, each person providing labor, material, supervision, or services connected with the work to be performed on or about Railroad property will attend railroad safety training program at the following Internet Website www.BNSFcontractor.com. This training must be completed no more than one year in advance of entry on Railroad property.

Expenses associated with completing the safety training will be incidental to the project.

While on or about Railroad property, the Contractor will fully comply with Railroad's "Contractor Requirements," including, but not limited to, clearance requirements and personal protective equipment requirements. A partial list of the "Contractor Requirements" is included in this Special Provision. Additional information regarding "Contractor Requirements" is available for viewing at the above referenced safety training Internet Website. The Contractor will be responsible for fully informing itself as to Railroad's "Contractor Requirements."

PARTIAL LIST OF "CONTRACTOR REQUIREMENTS"

- a. Prior to entering the Railroad property, the Contractor will prepare and implement a Safety Action Plan acceptable to the Railroad. During the performance of work, the Contractor will audit its compliance with that plan. The Contractor will designate an on-site project supervisor who will serve as the contact person for the Railroad and who will maintain a copy of said plan and audit results at the work site for inspection and review by the Railroad at all reasonable times.
- b. All **insurance policies and certificates must be received and approved** before the Contractor enters Railroad property. Insurance must remain in effect during the entire project.
- c. Before the Contractor begins any task on Railroad property, a thorough job safety briefing will be conducted with all personnel involved with the task. The briefing will be repeated if the personnel or the task changes.
- d. No change will be made to "Construction Plans" without approval by the Railroad or State Representatives. Approved revised plans will be furnished prior to implementation of changes.
- e. When deemed necessary by the Railroad or State Representative, flagging protection by Railroad may be required while working on Railroad property or when equipment crosses the tracks.
- f. The Contractor must furnish details to and obtain approval from BNSF on how it will perform work that will affect existing drainage or possibly foul a track, as well as any **removal of any overhead bridge or structure**. BNSF approval process may take an excess of 30 days.
- g. Construction equipment must cross railroad track only at approved locations and must be over a full depth timbers, rubber, or concrete crossing. No equipment with steel wheels, lugs, or tracks may cross steel rails without aid of rubber tires or other approved protection. No vehicle may cross Railroad's track except at existing open public crossings.

- h. Each temporary construction crossing must be covered by a “Private Roadway & Crossing Agreement,” and must be barricaded when not in use. Any requests for a temporary construction crossing are to be directed to the Railroad. This process may take an excess of 30 days.
- i. The Contractor will **incur all costs** for any track work made necessary due to its construction operations, including but not limited to costs for temporary construction crossings and repair of damaged track.
- j. The Contractor may not pile construction materials or any other material, including, but not limited to dirt and sand, within 25 feet of center of track or on Railroad property not covered by Construction Easement or Contractor’s Permit/Lease. A 10-foot clear area on each side of a main track must remain unobstructed at all times to allow for stopped train inspection.
- k. When leaving any work area at night and over weekends, each area must be secured and left in a condition that will ensure Railroad’s employees and other personnel and other persons who may be working or passing through the area are protected from all hazards.
- l. No construction will be allowed within 25 feet of center of any track unless authorized by the Railroad’s Representative and shown on plan approved by the Railroad. This includes any excavation, falsework, scaffolding, slope encroachment and driving of sheet piles. Any excavation must be covered, guarded or protected when not being worked on. All excavations must be back filled as soon as possible. Plan approval can take an excess of 30 days.
- m. *No machines or equipment may be left unattended with the engine running. Each parked machine and equipment must be in gear with brakes set and, if equipped with blade, pan or bucket, the blade, pan or bucket must be lowered to the ground. All machinery and equipment left unattended must be left inoperable and secured against movement. The master battery disconnect switch must be left in the off or disconnect position and padlocked. Where equipment has an enclosed cab, a lockable hasp on the cab access door should be provided. This will prevent the use of easily obtainable universal keys to access equipment cabs. Equipment is not to be left within 50 feet of from centerline of nearest track without specific approval from the Railroad Representative. Under no circumstances is equipment to be left where it is within 8’-6” of track centerline or otherwise could be struck by a train or on-track equipment.*
- n. All personal protective equipment used on the Railroad property will meet OSHA and ANSI specifications. Hearing protection fall protection and respirators will be worn as required by State and Federal regulations. The Contractor’s safety rules must not conflict with Railroad safety policies or rules.
- o. Important - Disregard of any of these items will result in the Contractor being shut down for a minimum of 48 hours on railroad property while infraction is investigated. Based on the findings of the investigation, it will be determined if the Contractor will be allowed to work on railroad property in the future

3. RIGHT OF ENTRY FOR THE CONTRACTOR ON RAILROAD PROPERTY

Right of Entry will not be granted by either the Railroad or the State Representative until the Contractor has completed the following:

- a. The Contractor has furnished the “Railroad Protective Liability” policy, Certificate of Insurance for “Commercial General Liability,” “Automobile Liability,” and “Workers’ Compensation Insurance” to the Railroad and State in amounts satisfactory to the Railroad. See “Special Provision Regarding Railroad Insurance Requirements.”
- b. The Railroad has notified the Contractor that said insurances have been approved by the Railroad.
- c. The Contractor has completed the Railroad safety training program and made satisfactory arrangements with Railroad’s Representative for progress of work without danger to train operations, without unnecessary interruption to train movements, and for flagging protection as necessary.

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STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION REGARDING
RAILROAD INSURANCE REQUIREMENTS FOR
DAKOTA MISSOURI VALLEY WESTERN RAILROAD, INC.

NH-B 0012(00)291, PCN 0ACF, BROWN COUNTY
BROWN COUNTY RD 14
DOT# 067592A at RR MP 115.40, LS 0209

February 4, 2026

Prior to commencing any work in the vicinity of the railroad property on this project, the successful contractor will provide and maintain in effect insurance covering all of the work and services to be performed by the Contractor and each of its subcontractors in the coverages and minimum amounts as noted below:

- (1) Railroad Protective Liability: The **Dakota Missouri Valley Western Railroad, Inc. will be the Named Insured** for bodily injury and property damage of \$2,000,000 per occurrence and \$6,000,000 in the aggregate.
- (2) Workers' Compensation Insurance: As required under the South Dakota Workmen's Compensation Law.
- (3) Commercial General Liability: For public liability, personal injury and property damage, as well as Contractual Liability in the amount of \$2,000,000 per occurrence, with an aggregate of \$4,000,000.
- (4) Automobile Liability: For bodily injury and property damage of at least \$1,000,000 combined single limit or the equivalent covering any and all vehicles owned or hired and used in performing services.

Insurances must provide for coverage of incidents occurring within fifty (50) feet of the railroad track, and any provision to the contrary in the insurance policy must be specifically deleted.

POLICY & CERTIFICATE OF INSURANCE

The successful contractor will issue to the following Railroad a Certificate of Insurance evidencing the issuance of insurance coverage as prescribed in 2, 3 and 4 above, **plus** the original Railroad Protective Liability insurance policy, and certify that the Railroad will be given not less than 30 days written notice prior to any material change, substitution or cancellation prior to normal expiration dates. Cancellation expiration of any of said policies of insurance will not preclude Railroad from recovery there under for any liability arising under this contract. Certificate of Insurance and Railroad Protective Liability insurance policy to be issued to:

Dakota Missouri Valley Western Railroad, Inc.
3501 E. Rosser Ave.
Bismarck, North Dakota 58501

The contractor will submit the original policy and Certificate of Insurance to the Railroad at the following address:

Mr. Troy Fast, General Manager
Dakota Missouri Valley Western Railroad, Inc.
3501 E. Rosser Ave.
Bismarck, North Dakota 58501
Fax 701-223-4147
Telephone 701-471-3435

with a certificate for all insurances to the **Lane Goldsmith, Aberdeen Area Engineer, South Dakota Department of Transportation, PO Box 1767, Aberdeen, South Dakota, 57402, email Lane.Goldsmith@state.sd.us** .

The successful contractor will not be granted permission to proceed with any work on, over, or near railroad property (at a minimum of 50 feet from centerline of any track) until the contractor has been notified by the Railroad that the required insurances have been approved and documentation of approval has been provided to the Area Engineer.

All costs associated with these insurance requirements, including increasing policy limits, when required, will be incidental to the bid item RAILROAD PROTECTIVE INSURANCE.

It is mutually understood and agreed that the purchase of insurance will not in any way limit the liability of the Contractor to the Railroad.

***Failure to obtain the required insurances and approvals prior to working on, over, or near Railroad property will result in suspension of all work until required insurances are obtained and approved.**

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION REGARDING WORKING ON RAILROAD PROPERTY FOR
DAKOTA MISSOURI VALLEY WESTERN RAILROAD, INC.

NH-B 0012(00)291, PCN 0ACF, BROWN COUNTY
BROWN COUNTY RD 14
DOT# 067592A at RR MP 115.40, LS 0209

February 4, 2026

(1) REQUIREMENTS OF THE CONTRACTOR IN RELATION TO THE PROTECTION OF THE RAILROAD PROPERTY AND OPERATIONS FROM HAZARD DUE TO CONSTRUCTION OPERATIONS.

The Contractor is to contact Troy Fast, Dakota Missouri Valley Western Railroad, Inc., at 701-595-7124 or tfast@dmvwrr.com at least five working days in advance whenever it is to enter the Railroad right-of-way. However, a **ten working day** notice is required before beginning of project.

Construction activity that is within 25 feet laterally of centerline of track and/or at any distance vertically from top of rail of said track within 50 feet laterally of the centerline of track may require flagging and/or a protective train order, issued by the Railroad, for each train passing through or affected by said construction. **The Contractor's work schedule will be coordinated with the State and Railroad Representative.**

Contractor will request a train schedule and will not be within 25 feet laterally and/or at any distance vertically of centerline of track when trains are present. Contractor's work or activity will not interfere with or endanger Railroad operations or cause damage to Railroad property.

Railroad flag protection may be required at any time the Railroad Representative believes that it is necessary to safeguard Railroad's operations and property.

In the event a Railroad Representative is required to flag, the Railroad is to submit the billings for flagging directly to **Cassidy Schnabel , Highway Rail Safety Engineer, South Dakota Department of Transportation, 700 E Broadway Ave, Pierre, SD 57501.** Contractor is to notify Railroad of billing requirement. Flagging will be paid for by the Department.

(2) REQUIREMENTS FOR CONTRACTOR WORKING ON RAILROAD RIGHT-OF-WAY.

- a. Absolutely no piling of construction materials or any other material, including dirt, sand, etc within 25 feet of center of track or on property of the Railroad not covered by Construction Easement or Contractor's Permit/Lease.
- b. No construction will be allowed within 25 feet of center of any track unless authorized by the Railroad Representative and shown on Plan approved by the Railroad. This includes any excavation, slope encroachment and driving of sheet piles.

- c. No change will be made to "Construction Plans" without approval by all parties involved. Approved revised plan will be furnished to all parties prior to implementation of changes.
- d. No vehicles or machines will remain unattended within 25 feet from center of track.
- e. Crossing of any Railroad track must be done at approved locations and must be full depth timbers, rubber, etc. Any equipment with steel wheels, lugs, or tracks must not cross steel rails without aid of rubber tires or other approved protection.
- f. All temporary construction crossings must be covered by a "Private Roadway & Crossing Agreement", and must be barricaded when not in use. Installation of temporary crossing is to be coordinated with Railroad. Requests for temporary construction crossings are to be directed to the **Railroad**.
- g. Contractor will incur all costs for any track work made necessary due to his construction operations, including but not limited to costs for temporary construction crossings and/or repair of damaged track or crossings.
- h. Flagging protection may be required when equipment crosses or is working within 25 feet from center of track.
- i. Contractor must furnish details on how he will perform work that will affect existing drainage and/or possible fouling of track ballast as well as **removal of overhead bridges/structure**.
- j. Contractor's approved insurance must be in effect prior to entry onto Railroad right-of-way and during entire project.
- k. All permits and Agreements must be in effect, payments made, and insurance policies received prior to entering Railroad right-of-way.
- l. Important - Disregard of any of these items will result in Contractor being shut down for a minimum of 48 hours on Railroad right-of-way while infraction is investigated. Based on the findings of the investigation, it will be determined if the Contractor will be allowed to work on Railroad right-of-way in the future.

(3) RIGHT OF ENTRY OF THE CONTRACTOR ON THE RAILROAD'S RIGHT-OF-WAY

Right of Entry will not be granted by either the Railroad Representative or State until the Contractor has completed the following:

- a. Contractor has provided the Railroad Protective Liability Insurance Policy and Certificate of Insurance for Commercial General Liability, Worker's Compensation Insurance, and Automobile Liability to the Railroad and furnished a certificate of said insurances to the Area Engineer;
- b. Contractor has been notified that said insurance is approved by the Railroad;
- c. Contractor has completed satisfactory arrangements with Railroad Representative for progress of work without danger to train operations, without unnecessary interruption to train movements and for flagging protection if necessary.

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION
FOR
ASPHALT CONCRETE CRACK LEVELING**

MARCH 6, 2022

I. DESCRIPTION

This work consists of repairing recessed joints in asphalt concrete pavement with a specified sealant material without milling or routing.

II. MATERIALS

Asphalt repair mastic will be composed of quality-selected asphalt and/or resins, select aggregates with structural integrity, synthetic rubber polymers, anti-oxidants, naturally occurring and man-made reinforcing material, and other modifiers.

Asphalt repair mastic will be Deery Level and Go Repair Mastic, Crafcoc Mastic One, Maxwell GAP MOD 201, or SAMIscreeed meeting the appropriate specifications below or an approved equal.

A. Deery Level and Go Repair Mastic

PROPERTIES OF MASTIC BINDER		
	Test Method	Specification
Penetration @ 77°F (25°C), 150 g, 5 sec	ASTM D5329	100 dmm Max.
Penetration @ 122°F (50°C), 150 g, 5 sec	ASTM D5329	150 dmm Max.
Flow @ 140°F (60°C), 75° angle, 5 hours	ASTM D5329	3 mm Max.
Softening Point (R&B)	ASTM D36	190°F (88°C) Min.
Flexibility @ 32°F (0°C) 0.25" mandrel, 90° bend, 10 sec	ASTM D3111 Modified	Bend Without Cracking
PROPERTIES OF BLENDED MASTIC PRODUCT		
	Test Method	Specification
Low Temperature Flexibility	ASTM D3111 Modified	Bend Without Breaking
Recommended Application Temp		350-400°F (177-204°C)*
Safe Heating Temp		400°F (204°C) Max.**

* Temperature of the product measured at the pavement surface. Use maximum application temperature in cool weather

** Prolonged heating at or above Maximum Safe Heating Temperature may severely damage product

B. Crafc0 Mastic One

PROPERTIES OF MASTIC BINDER		
	Test Method	Specification
Penetration @ 77°F (25°C)	ASTM D5329	60 dmm Max.
Penetration @ 122°F (50°C)	ASTM D5329	120 dmm Max.
Flexibility @ 32°F (0°C), 1" mandrel, 180° bend, 10 sec	ASTM D3111 Modified	Bend Without Cracking
Softening Point (R&B)	ASTM D36	200°F (93°C) Min.
PROPERTIES OF BLENDED MASTIC PRODUCT		
	Test Method	Specification
Flexibility @ 32°F (0°C),	ASTM D5329	Pass
Adhesion @ 77°F (25°C)	ASTM D5329	25 PSI (172 KPA), Min.
Specific Gravity		1.7 – 2.0
Recommended Application Temp		375-400°F (190 -204°C)
ADDITIONAL PROPERTIES		
	Test Method	Specification (Type 1)
Mastic Resilience	ASTM D8260	50% Min.
Effects of Rapid Deformation	ASTM D8260	3 passing specimens
Crack Bridging	ASTM D8260	Pass 3 cycles @ -7°C
Mastic Stability	ASTM D8260	40.00 mm Max. @ 70°C

C. Maxwell GAP MOD 201

PROPERTIES OF MASTIC BINDER		
	Test Method	Specification
Cone Penetration @ 77°F (25°C), 150 g, 5 sec	ASTM D5329	70 dmm Max.
Softening Point (R&B)	ASTM D36	200°F (93°C) Min.
Resilience @ 77°F (25°C)	ASTM D5329	35% Min.
PROPERTIES OF BLENDED MASTIC PRODUCT		
	Test Method	Specification
Flexibility @ -15°F (-26°C) 1" mandrel, 90° bend, 2 sec	ASTM D3111	Pass
Adhesion @ 77°F (25°C)	ASTM D5329	600% Min.
Recommended Application Temp		370°F (188°C)
Safe Heating Temp		400°F (204°C) Max.
ADDITIONAL PROPERTIES		
	Test Method	Specification (Type 2)
Mastic Resilience	ASTM D8260	50% Min.
Effects of Rapid Deformation	ASTM D8260	3 passing specimens
Crack Bridging	ASTM D8260	Pass 3 cycles @ -18°C
Mastic Stability	ASTM D8260	40.00 mm Max. @ 60°C

D. SAMIscreed

PHYSICAL PROPERTIES		
	Test Method	Specification (Type 1 & 2)
Mastic Resilience	ASTM D8260	50% Min.
Effects of Rapid Deformation	ASTM D8260	3 passing specimens
Crack Bridging	ASTM D8260	Pass 3 cycles @ -7°C & -18°C
Mastic Stability	ASTM D8260	40.00 mm Max. @ 60°C & 70°C
Specific Gravity		1.7 – 2.0
Recommended Application Temp		370-400°F (188-204°C)

E. Structural Aggregate Properties: The aggregate portion of the mastic will include wear resistant granite, quartzite, or limestone meeting the following requirements:

PROPERTIES OF AGGREGATE		
	Test Method	Specification
Resistance to Abrasion and Impact	ASTM C131 Grading "C"	35% Degradation Max

III. CONSTRUCTION REQUIREMENTS

A. Surface Preparation: All surfaces will be dry and free of all dirt, dust, grease, and loose material prior to application of the mastic. All surfaces will be cleaned by the use of compressed air produced from an air-compressor with the capability of producing a minimum of 125 cfm (0.06 cubic meters per second) of clean, oil-free compressed air equipped with a maximum of a ¾ inch (20mm) diameter nozzle. The use of "backpack" type blowers is not allowed.

In the event of surface temperatures falling below 40°F (4°C), a compressed air heat lance will be used to thoroughly dry all moisture and heat the surface area as per the manufacturer's recommendations. The compressed air heat lance will produce a minimum temperature of 750°F (399°C) at a minimum velocity of 650 feet per second. The compressed air must be produced from an air-compressor with the capability of producing a minimum of 125 cfm (0.06 cubic meters per second) of clean, oil-free compressed air. The use of direct flame dryers will not be permitted. Caution will be taken as to not overheat pavement surfaces.

When recommended by the mastic manufacturer, a surface conditioner or primer approved by the mastic manufacturer will be applied to the surfaces prior to placement of the asphalt repair mastic to promote increased surface adhesion to the existing pavement. If used, the surface conditioner or primer must thoroughly cover all surface areas where the asphalt repair mastic will be placed. The installation of the asphalt repair mastic will not take place until the surface conditioner or primer has cured to a "tacky" consistency.

B. Installation: The Contractor must be trained and approved by the mastic manufacturer.

The asphalt repair mastic will be heated in a thermostatically controlled mastic mixer that utilizes oil as a heat transfer medium. The Mastic mixer must be equipped with a full sweep horizontal agitator capable of gently lifting the material from the bottom of the reservoir and turning the material over and over. The agitator will be capable of mixing and suspending materials, filled with aggregates having a specific gravity as high as 3.0.

The heated asphalt repair mastic will then be dispensed onto the properly prepared pavement recess, in layers if needed. Immediately following, a heated hand squeegee will be used to level and smooth the repair mastic with the surrounding pavement surface until the material has formed a durable, well-bonded repair. The heated hand squeegee will be kept free of material buildup to ensure a smooth, quality finished product.

The asphalt repair mastic will be applied to the applicable surface area from the bottom up in lifts appropriate to the specific application. Due to the depths of some of the repair locations, a minimum of two lifts may be required to obtain a level surface. In the event that multiple lifts are required, the first application should fill the work area to within 0.5" (12mm) to 1" (25mm) of the desired reservoir depth. The first lift will be properly cooled before any subsequent lifts are applied. All excess material will be removed from the roadway and properly disposed of.

The Contractor will cooperate with the Engineer to keep accurate running totals of the pounds of mastic used.

C. Documentation: The Contractor's documentation will include all of the following information.

1. Written verification from the manufacturer stating the Contractor has received the required training and certification to install the asphalt repair mastic.
2. Written certification from the manufacturer for each shipment, which will include a statement of the asphalt repair mastic material quantity and quality control data for each production run. A production run will be described as the quantity of material produced during one cycle from startup to shutdown of the manufacturer's equipment.
3. Manufacturer's certificate of compliance for surface conditioner or primer.

IV. METHOD OF MEASUREMENT

Asphalt repair mastic will be measured by the pound (kilogram) of mastic applied. The manufacturer's weights of the mastic will be accepted as the basis for measurement.

V. BASIS OF PAYMENT

Asphalt repair mastic will be paid to the contract by unit price per pound (kilogram) and will be full compensation for all labor, equipment, materials, surface conditioner, or primer, and incidentals required to place the repair mastic.

* * * * *

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

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

FEBRUARY 18, 2026

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

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

* * * * *

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

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

OCTOBER 1, 2025

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

B. Beam Guardrail:

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

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

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

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

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

C. Bolts, Nuts, and Washers:

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

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

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

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

* * * * *

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

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

AUGUST 24, 2023

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

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

CERTIFICATION OF NO STATE LEGISLATOR INTEREST:

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

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

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

* * * * *

FUEL ADJUSTMENT AFFIDAVIT

Project Number _____
PCN _____
County _____

For projects let using the SDEBS) and in accordance with Section 9.10, the bidder is not required to notify the Department at the time of submitting bids whether the Contractor will or will not participate in the fuel cost adjustment program. Prior to execution of the contract, the successful bidder must submit this completed form to the Department for approval. The Fuel Adjustment Affidavit will include the anticipated fuel cost of subcontractors.

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

☐ Yes

☐ No

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

Diesel (x) \$ _____

Unleaded (y) \$ _____

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

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

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

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

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

_____ of _____,
(Title) (Contractor)

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

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

Dated _____ Signature _____

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

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

Notary Public

My Commission Expires

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

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

MARCH 1, 2016

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

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

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

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

Pertinent Non-Discrimination Authorities:

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

**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 Decision
State: South Dakota
Construction Types: Heavy and Highway
Counties: South Dakota Statewide

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

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

LABORERS

Group GL1

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

Group GL2

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

Group GL3

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

Group GL5

Carpenter; Form Builder

Group GL6

Concrete Finisher; Grade Checker

POWER EQUIPMENT OPERATORS

Group G01

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

Group G02

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

Group G03

Asphalt Distributor; Bull Dozer over 80 HP; Backhoes/ Excavators 20 tons or less; Crusher (may include internal
screening plant); Front End Loader over 1.25 CY; Rough Motor Grader; Self Propelled Hot Mix Roller; Push or
Pull Tractor; Off-Highway Haul Trucks; Material Spreader or Placer; Rumble Strip Machine; Pavement Marking
Grinding Equipment

Group G04

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

Group G05

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

TRUCK DRIVERS

Group GT1

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

Group GT2

Semi-Tractor and Trailer; Tandem Truck with Pup or Trailer

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

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

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

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

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

ELECTRICIANS

Group E01

Electrician

IRON WORKERS

Group I01

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

Group I02

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

PAINTERS

Group P01

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

Group P02

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

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

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

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

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

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

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

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

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

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

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

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

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

END OF GENERAL DECISION

