



**DEPARTMENT OF
TRANSPORTATION**

DEPARTMENT OF TRANSPORTATION

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

**SANITARY SEWER REPLACEMENT AND
WATER DISTRIBUTION SYSTEM INSTALLATION**

FEDERAL

**PROJECT NO. 16395 ()
(PCN X06P)**

SD HIGHWAY 46

IN CHARLES MIX COUNTY

NOTICE TO ALL BIDDERS

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

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

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

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

* * * *

PLANS, PROPOSALS AND ADDENDA

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

* * * *

NOTICE TO CONTRACTORS

Bid proposals for this project will be prepared, transmitted, and received electronically by the South Dakota Department of Transportation (SDDOT) via the South Dakota Electronic Bid System until 10 A.M. Central time, on February 5, 2025 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: JUNE 25, 2027

The DBE goal for this project is: MBE/DBE = 1.5%; WBE = 2.4%

Work Type for this project is: Work Type 2 or Work Type 3

Bidders on this Sanitary Sewer Replacement and Water Distribution System Installation Project will be required to comply with the: A) Federal Bid Requirements & Inclusions for Projects Involving Disadvantaged Business Enterprise (DBE) Program and B) DANR State Revolving Funds (SRF) General Conditions. Goals for contract participation for DBE/MBE are 1.5% and WBE are 2.4%. DANR will not authorize the approval to award the contract until all forms are submitted and approved by DANR. Failure to submit all necessary documentation could affect the project SRF eligibility. All forms contained in the State Revolving Fund (SRF) General Conditions must be completed and submitted to DANR within 10 days of the bid proposal opening. Inquiries relative to the documents can be directed to Bailey McTigue (605-394-5418), Water and Waste Funding Program, Dept. of Agriculture & Natural Resources, Foss Building, Pierre, SD.

In addition to the above listed Federal requirement for work on this Water & Sanitary Sewer Upgrades Project, bidders will be required to comply with the President's Executive Order Nos. 11246, as amended, 11518 and 11625 as amended. The requirements for bidders and contractors under these orders are explained in the general conditions. Inquiries relative to these documents can be directed to Bailey McTigue (605-394-5418), Water and Waste Funding Program, Dept. of Agriculture & Natural Resources, Foss Building, Pierre, SD.

The low responsive bidder will be required to certify to compliance with the American Iron and Steel provisions of the Consolidated Appropriations Act of 2014. This certification form may be found on page AIS 21-22 of the State Revolving Fund (SRF) General Conditions and must be included in the bid proposal.

Please be advised that waivers or exemptions from the American Iron and Steel provisions that cite International Trade Agreements **DO NOT** comply with the Consolidated Appropriations Act of 2014 as it applies to the SRF programs. Claims from suppliers that the American Iron and Steel provisions does not apply to certain products based on the

International Trade Agreement exemptions of the Consolidated Appropriations Act of 2014 will not be accepted.

Davis Bacon and related acts wages apply to this project. All provision relative those acts must be met.

The low responsive bidder must assure compliance with the requirements of Public Law 115-232 Section 889, Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Contractors must assure that telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) WILL NOT be supplied for the project.

Bidding package for the work may be obtained at:

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

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

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

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

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

Jay Peppel
PO Box 1206
Mitchell, SD 57301-7206
Phone: 605/995-8120

PROPOSAL

Revised 8/10/11

SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION, STATE OF SOUTH DAKOTA:

Ladies / Gentlemen:

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

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

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

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

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

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

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

CERTIFICATION REGARDING LOBBYING

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

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

REV 3/28/24

INDEX OF SPECIAL PROVISIONS

PROJECT NUMBER(S): 16395 () PCN: X06P

TYPE OF WORK: SANITARY SEWER REPLACEMENT AND WATER DISTRIBUTION
SYSTEM INSTALLATION

COUNTY: CHARLES MIX

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

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

Lacey Johnson is the official in charge of the Yankton Career Center for Charles Mix County.

THE FOLLOWING ITEMS ARE INCLUDED IN THIS PROPOSAL FORM:

Instructions for Bidders, dated 10/3/24.

Special Provision Regarding Combination Bids, dated 10/3/24.

Special Provision Regarding the City Portion for Subletting, dated 10/3/24.

State Revolving Fund (SRF) General Conditions with Davis-Bacon & American Iron and Steel Provisions, dated 7/21.

Community Development Block Grant (CDBG) Special Provisions

Part A – Nondiscrimination in Employment

Part B – Guidance for Disadvantaged/Minority Business Enterprise (DBE/MBE) and Women's Business Enterprise (WBE) Requirements

Part C – State Disadvantaged/Minority (DBE/MBE) and Women's (WBE) Business Enterprise Assurance Form

Part D – Section 3

Part G – Certification of Nondiscrimination

Part H – Elimination of Segregated Facilities

Part I – Suspended or Debarred Contractors Certification

Part J – Contractors Excise Tax License

Part K – Payments to Contractors

Part L – Construction Progress Schedules

Part M – Wage Determination

Part N – Access

Part O – Procurement Methods

Part P – Additional Labor Forms

Supplementary Specifications to the Standard Specifications for Roads and Bridges, 2015 Edition, dated 8/7/24.

- Special Provision for Acknowledgment and Certification Regarding Article 3, Section 12 of the South Dakota Constitution, dated 8/24/23.
- Special Provision for Buy America, dated 5/1/24.
- Special Provision for Liability Insurance, dated 4/21/22.
- Special Provision for Responsibility for Damage Claims, dated 4/21/22.
- Special Provision for Restriction of Boycott of Israel, dated 1/31/20.
- Special Provision for Contractor Administered Preconstruction Meeting, dated 12/18/19.
- Fuel Adjustment Affidavit, DOT form 208 dated 7/15.
- Standard Title VI Assurance, dated 3/1/16.
- Special Provision For Disadvantaged Business Enterprise, dated 2/9/24.
- Special Provision For EEO Affirmative Action Requirements on Federal and Federal-Aid Construction Contracts, dated 2/5/24.
- Special Provision For Required Contract Provisions Federal-Aid Construction Contracts, Form FHWA 1273 (Rev. October 23, 2023), dated 10/18/23.
- Required Contract Provisions Federal-Aid Construction Contracts, Form FHWA 1273 (Rev. 10/23/23).
- Special Provision Regarding Minimum Wage on Federal-Aid Projects, dated 10/24/19.
- Wage and Hour Division US Department of Labor Washington DC. - US Dept. of Labor Decision Number SD20230032, dated 3/10/23.
- Special Provision for Supplemental Specifications to 2015 Standard Specifications for Roads and Bridges, dated 9/7/22.
- Special Provision for Price Schedule for Miscellaneous Items, dated 12/6/23.

16395 (), PCN X06P
SANITARY SEWER REPLACEMENT AND
WATER DISTRIBUTION SYSTEM INSTALLATION
SD HIGHWAY 46

INSTRUCTIONS FOR BIDDERS

October 3, 2024

- 1) This Sanitary Sewer Replacement and Water Distribution System Installation Project will be let and awarded by the South Dakota Department of Transportation.
- 2) South Dakota Department of Transportation Standard Specifications for Roads and Bridges Sections 2 and 3 regarding letting and awarding of contracts shall be followed.
- 3) Bidders submitting a bid on this project shall also submit a bid for Project NH-CR 0046(69)288, PCN 05JN, Charles Mix County. Award of these projects will be to the same bidder based on the total of the two projects.
- 4) A prospective bidder must request any explanation regarding the meaning or interpretation of the bidding package in adequate time to allow a Department reply to reach all prospective bidders before submission of final bid proposals. The bidder will contact the Department by submitting a request for explanation to the project Q&A forum.
- 5) All bid bonds shall be made out to the Department of Transportation
- 6) The contract completion date for this project will be the same as specified of Project NH-CR 0046(69)288, PCN 05JN, Charles Mix County. Any delays in completing this contract will not be a basis for an extension of the contract completion time for PCN 05JN, Charles Mix County.
- 7) Bidders on this Sanitary Sewer Replacement and Water Distribution System Installation Project will be required to comply with the: A) Federal Bid Requirements & Inclusions for Projects Involving Disadvantaged Business Enterprise (DBE) Program and B) DANR State Revolving Funds (SRF) General Conditions. Goals for contract participation for DBE/MBE are 1.5% and WBE are 2.4%. DANR will not authorize the approval to award the contract until all forms are submitted and approved by DANR. Failure to submit all necessary documentation could affect the project SRF eligibility. All forms contained in the State Revolving Fund (SRF) General Conditions must be completed and submitted to DANR within 10 days of the bid proposal opening. Inquiries relative to the documents can be directed to **Bailey McTigue (605)773-5418, Water and Waste Funding Program, Dept. of Agriculture & Natural Resources, Foss Building, Pierre, SD.**

Or

Inquiries regarding completion of the forms for Community Development Block Grant (CDBG) Program should be directed to: **Stephanie Deyo Community Development Block Grant Program, Economic Development, 711 East Wells, Pierre SD 57501 (605)773-4633.**

- 8) In addition to the above listed Federal requirement (Item 7) for work on this Water & Sanitary Sewer Upgrades Project, bidders will be required to comply with the President's Executive Order Nos. 11246, as amended, 11518 and 11625 as amended. The requirements for bidders and contractors under these orders are explained in the general conditions. Inquiries relative

to these documents can be directed to Bailey McTigue (605-773-5418), Water and Waste Funding Program, Dept. of Agriculture & Natural Resources, Foss Building, Pierre, SD.

- 9) The low responsive bidder will be required to certify to compliance with the American Iron and Steel provisions of the Consolidated Appropriations Act of 2014. This certification form may be found on page AIS 21-22 of the State Revolving Fund (SRF) General Conditions and must be included in the bid proposal.
- 10) Please be advised that waivers or exemptions from the American Iron and Steel provisions that cite International Trade Agreements **DO NOT** comply with the Consolidated Appropriations Act of 2014 as it applies to the SRF programs. Claims from suppliers that the American Iron and Steel provisions does not apply to certain products based on the International Trade Agreement exemptions of the Consolidated Appropriations Act of 2014 will not be accepted.
- 11) Davis Bacon and related acts wages apply to this project. All provision relative those acts must be met.
- 12) The low responsive bidder must assure compliance with the requirements of Public Law 115-232 Section 889, Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Contractors must assure that telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) WILL NOT be supplied for the project.
- 13) After award of contract, the Contractor shall furnish satisfactory proof of coverage of insurance. Copies of Certificates of Insurance shall be furnished to the Department of Transportation AND City of Wagner. The Contractor will be required to provide a performance bond in a sum equal to the total amount of the contract, in a form acceptable to the City. The performance bond shall remain in effect for a period of one year after the City considers the contract to be completed and accepted.
- 14) The contractor is required to schedule and conduct a preconstruction meeting that shall be held jointly with the preconstruction meeting for the state contract. Additionally the contractor is responsible for contacting the city for a list of required submittals upon receiving Notice of Award of the contract.
- 15) Construction engineering for this contract will be performed by the City of Wagner.
- 16) Payment for this Utilities project will be made to the Contractor by the City of Wagner.

* * * *

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION REGARDING
COMBINATION BIDS**

**16395 (), PCN X06P
SANITARY SEWER REPLACEMENT AND
WATER DISTRIBUTION SYSTEM INSTALLATION
CHARLES MIX COUNTY**

OCTOBER 3, 2024

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

NH-CR 0046(69)288, PCN 05JN
SD HIGHWAY 46
GRADING, PCC SURFACING, STORM SEWER,
CURB & GUTTER, SIDEWALK, LIGHTING, SIGNALS
CHARLES MIX COUNTY

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

Work on PCN (05JN) CANNOT be used to meet the DBE Goal established for this project. After award, the contracts will be administered as entirely separate contracts.

* * * *

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION REGARDING
THE CITY PORTION FOR SUBLETTING**

**16395 (), PCN X06P
CHARLES MIX COUNTY**

OCTOBER 3, 2024

This project is let in combination with State Project Number NH-CR 0046(69)288, PCN 05JN. The provisions of section 8.1 of the specifications requiring the Contractor to perform work amounting to not less than 30% of the total contract cost with the Contractor's own organization will not apply to the work on this contract.

* * * *

STATE REVOLVING FUND (SRF)

GENERAL CONDITIONS

with

DAVIS-BACON

&

American Iron and Steel Provisions

South Dakota
Department of Agriculture
and Natural Resources

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

July 2021

Table of Contents

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

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

A. REQUIREMENTS

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

B. FAIR SHARE OBJECTIVE

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

WBE's. **C. DEFINITIONS**

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

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

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

(a) Black American;

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

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

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

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

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

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

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

(a) Authority to sign bids and contracts;

(b) Decisions in price negotiations;

(c) Incurring liabilities for the firm;

(d) Final staffing decisions;

(e) Policy-making; and

(f) General company management decisions.

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

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

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

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

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

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

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

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

D. ADDITIONAL CONTRACT PROVISIONS

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

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

E. REPORTING

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

DBE SUBCONTRACTOR SOLICITATION INFORMATION

PROJECT NAME:

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

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

Contractor Name, Address and Telephone Number _____

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

Signature _____ Title _____ Date _____

Disadvantaged Business Enterprise
Program DBE Subcontractor
Participation Form

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

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

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

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

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

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

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

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

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

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

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

FORM 6 100-4 (DBE Subcontractor Utilization Form)

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

**Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity
(Executive Order 11246)**

1. The Offer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area as follows:

Goals for minority participation in each trade - 0.8%

(See Appendix A for goals by county)

Goals for female participation in each trade - 6.9%

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

These goals are applicable to all the contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number for the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed. A form is provided on page EEO - 7 that the contractor may use for this purpose.

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

EQUAL OPPORTUNITY CLAUSES

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

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

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:

- a. "Covered Area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the employer's quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area, (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs (7)(a) through (p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under (7)(b) above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7)(a) through (p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be

asserted as fulfilling any one or more of its obligations under (7)(a) through (p) of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive order if a specific minority group of women is under-utilized).

10. The contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph (7) of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

APPENDIX A

GOALS FOR MINORITY PARTICIPATION ON EACH TRADE

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

CONTRACTOR'S NAME, ADDRESS & TELEPHONE NUMBER

Return to:

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

Contractor Employer ID Number: _____

CONTRACT INFORMATION

PROJECT AND LOCATION:

PROJECT AND LOCATION:			
Dollar Amount of Contract	Estimated Start Date	Estimated Completion Date	Contract No.
			Geographical Area (County, State)

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

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

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. INSTRUCTIONS

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

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

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

B. WHERE TO SUBMIT

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

C. HOW TO OBTAIN FORMS

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

United States Environmental Protection Agency
Washington, DC 20460

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

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

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

PROHIBITION AGAINST LISTED VIOLATED FACILITIES

A. REQUIREMENTS

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

B. DEFINITIONS

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

WILLIAMS-STEIGER OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A. AUTHORITY

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

B. SAFETY AND HEALTH PROGRAM REQUIREMENTS

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

DISCOVERY OF ARCHAEOLOGICAL AND OTHER HISTORICAL ITEMS

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

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

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

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

DAVIS-BACON AND RELATED ACTS

LABOR STANDARDS

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

WEEKLY CONTRACTOR PAYROLLS

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

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

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

(Signature)

(Title)

COMPLIANCE WITH THE COPELAND (ANTI-KICKBACK) ACT

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

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

(Signature)

(Title)

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

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

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

Principal Contractor _____

Project Name _____

Project No. _____

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

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

Explanation: _____

(Signature) (Title)

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

FEDERAL LABOR STANDARDS PROVISIONS

Applicability

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

A.1 Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act(29CFR Part 3), the full amount of wages and bona fide fringe benefits(or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. EPA shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and EPA or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by EPA or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise EPA or its designee or will notify EPA or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)
- (c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and EPA or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), EPA or its designee shall refer the questions, including the views of all interested parties and the recommendation of EPA or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise EPA or its designee or will notify EPA or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control Number 1215-0140.)
- (d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding.

EPA or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the

event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, EPA or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. EPA or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. Payrolls and basic records

(i) Basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents there of the types described in Section 1(b)(2)B of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Certified weekly payrolls shall contain the name and last four digits of the social security number. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(b) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB control Numbers 1215-0140 and 1215-0017.)

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

(b) Each payroll submitted shall be accompanied by a "Statement of compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

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

That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3.

That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

- (c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of compliance" required by paragraph A.3(ii)(b) of this section.
- (d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph A.3(i) of this section available for inspection, copying, or transcription by authorized representatives of EPA or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, EPA or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. **Apprentices and trainees.**

- (i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program

for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevail for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.
6. **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5 (a)(1) through (10) and such other clauses as EPA or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.
7. **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and EPA or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. **Certification of Eligibility**

(i). By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded EPA contracts or participate in EPA programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded EPA contracts or participate in EPA programs pursuant to 24 CFR Part 24.

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

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

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

Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek, whichever is greater.

Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic

including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

Withholding for unpaid wages and liquidated damages. EPA or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. **Health and Safety**

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

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

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



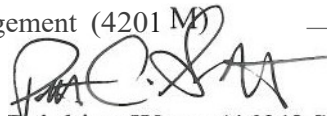
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

MARCH 20 2014

OFFICE OF WATER

MEMORANDUM

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

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

TO: Water Management Division Directors
Regions I- X

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

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

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

Implementation

The Act states:

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

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

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

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

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

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

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

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

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

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

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

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

Project Coverage

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9) What about refinancing?

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

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

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

Covered Iron and Steel Products

11) What is an iron or steel product?

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

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

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

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

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

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

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

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

15) What is the definition of steel?

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

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

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

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

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

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

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

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

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

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

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

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

20) What is ‘structural steel’?

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

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

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

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

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

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

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

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

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

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

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

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

Compliance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Waiver Process

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

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

Definitions

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

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

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

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

Step-By-Step Waiver Process

Application by Assistance Recipient

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

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

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

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

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

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

Evaluation by EPA

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

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

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

Public Interest Waivers

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

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

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

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

Attachments

Appendix 1: Information Checklist for Waiver Request

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

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

Appendix 2: HQ Review Checklist for Waiver Request

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

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

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

Appendix 3: Example Loan Agreement Language

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

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

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

Appendix 4: Sample Construction Contract Language

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

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

Appendix 5: Sample Certifications

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

Date

Company Name

Company

Address City,

State Zip

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

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

Item, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

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

Signed by company representative

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

Date

Company Name

Company Address

City, State Zip

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

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

Item, Products and/or Materials:

1. XXXX
2. XXXX
3. XXXX

Such process took place at the following location:

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

Signed by company representative

AMERICAN IRON AND STEEL CERTIFICATION

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

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

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

Bidder/Contractor

Date

Signature of Contractor/Title

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

2 CFR §200.216

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

(1) Procure or obtain;

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

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

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

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

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

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

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

(d) See also §200.471.

COMMUNITY DEVELOPMENT BLOCK GRANT SPECIAL PROVISIONS

PART A – NONDISCRIMINATION IN EMPLOYMENT

Requirements for Contractor's Aggregate Work Force

The policy of the South Dakota Community Development Block Grant (HUD) program is to increase awareness of federal requirements for contracts and agreements awarded under CDBG (HUD) grants. This implements the OMB positive efforts standards, conforms to Presidential direction and outlines the requirements.

The following notice shall be included in, and shall be a part of, all solicitations for offers and bids on all Federal and Federally assisted construction contracts or subcontracts in excess of \$10,000, to be performed in geographical areas designated by the Director pursuant to Subpart 60-4.6 of this part (See 41 CFR 60-4.2(a)):

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federally Equality Employment Opportunity Construction Contract Specifications" set forth herein.

The goals and timetables for disadvantaged/minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are to be listed and made available in contractor's records.

These goals are applicable to all the contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of disadvantaged/minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of disadvantaged/minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The

notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is:

(Insert description of the geographical areas where the contract is to be performed giving the state, county, and city, if any.)

THE WORKFORCE GOALS FOR THE PROJECT ARE:

Disadvantaged/Minority	.8 %
Women	6.9 %

EQUAL OPPORTUNITY CLAUSE AND EEO CONSTRUCTION CONTRACT SPECIFICATIONS

The following (1) Equal Opportunity Clause and (2) Equal Employment Opportunity Construction Contract Specifications are to be included in all Federally assisted construction contracts and subcontracts which are not exempt from its requirements.

1. EQUAL OPPORTUNITY CLAUSE FOR FEDERALLY ASSISTED CONTRACT

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this equal opportunity (federally assisted construction) clause.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the contractor's non-compliance with the equal opportunity (federally assisted construction) clause of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended, in whole or in part, and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as provided by law.
- G. The contractor will include this equal opportunity (federally assisted construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor, as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- H. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work, provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
- I. The applicant further agrees that it will assist and cooperate actively with the Agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the Agency and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the Agency in the discharge of its primary responsibility for securing compliance.
- J. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to the Order with a contractor debarred from or who has not demonstrated eligibility for government contracts and federally assisted construction contracts pursuant to the Order and will carry out such sanctions and penalties for violation of the equal opportunity clause, as may be imposed upon contractors and subcontractors by the Agency or the Secretary of Labor pursuant to Part II, Subpart D of the Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the Agency may take any or all of the following actions: Cancel, terminate or suspend in whole or part this

grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

A. As used in these specifications:

1. "Covered area" means the geographical area described in solicitation from which this contract resulted;
2. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
3. "Employer identification number" means the Federal Social Security number used on the employer's quarterly Federal Tax Return, U.S. Treasury Department Form 941.
4. "Disadvantaged/minority" includes:
 - a. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - b. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - c. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - d. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

B. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of the specifications and the Notice which contains the applicable goals for disadvantaged/minority and female participation and which is set forth in the solicitations from which this contract resulted.

C. If the contract is participating (pursuant to 41 CFR 60-4.5) in the Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or

subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

- D. The contractor shall implement the specific affirmative action standards provided in these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of disadvantaged/minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
- E. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- F. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- G. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - 1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to disadvantaged/minority or female individuals working at such sites or in such facilities.
 - 2. Establish and maintain a current list of disadvantaged/minority and female recruitment sources, provide written notification to disadvantaged/minority and female recruitment sources and to community organizations where the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - 3. Maintain a current file of the names, addresses, and telephone numbers of each disadvantaged/minority and female off-the-street applicant and disadvantaged/minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor,

this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.

4. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a disadvantaged/minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under G(2) above.
6. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all disadvantaged/minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these terms with on site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
8. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including disadvantaged/minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
9. Direct its recruitment efforts, both oral and written, to disadvantaged/minority, female and community organizations, to schools with disadvantaged/minority and female students and to disadvantaged/minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
10. Encourage present disadvantaged/minority and female employees to recruit other disadvantaged/minority persons and women and, where reasonable, provide after

- school, summer and vacation employment to disadvantaged/minority and female youth both on the site and in other areas of a contractor's workforce.
11. Validate all tests and other selection requirements where there is an obligation to do so under 41CFR Part 60-3.
 12. Conduct, at least annually, an inventory and evaluation of all disadvantaged/minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 13. Ensure that seniority practices, job classification, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
 14. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 15. Document and maintain a record of all solicitations of offers for subcontractors from disadvantaged/minority and female construction contractors and suppliers, including circulation of solicitations to disadvantaged/minority and female contractor associations and other business associations.
 16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.
- H. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (1 through 16 as stated above). The efforts of a contractor association, joint contractor - union, contractor - community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under (1 through 16, as stated above), of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's disadvantaged/minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
- I. A single goal for minorities and a separate single goal for women has been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all disadvantaged/minority groups, both male and female, and all women, both disadvantaged/minority and non-minority. Consequently, the contractor may be in violation of the Executive Order 11246 if a particular group is employed in a substantially disparate manner.
- J. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

- K. The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.
- L. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- M. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph G of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR Part 60-4.3.
- N. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- O. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

PART B – GUIDANCE FOR DISADVANTAGED/ MINORITY BUSINESS ENTERPRISE (DBE/MBE) AND WOMEN’S BUSINESS ENTERPRISE (WBE) REQUIREMENTS

The policy of the South Dakota Community Development Block Grant program is to assure increased DBE/WBE participation in contracts and subcontracts awarded under HUD grants for construction. This conforms to Presidential direction and furthers the requirements of Title VI of the Civil Rights Act of 1964. This guidance provides suggestions for carrying out affirmative steps required by HUD Regulation 24 CFR 85.36 (e)(2).

The State will assure opportunities for immediate participation of competent DBE(s)/WBE(s) in work performed under grants and promote the development of new minority firms through a variety of business arrangements.

This policy describes the minimum positive efforts that are required of Sub-recipients, A&E Firms and Contractors. Use of the DBE/WBE goal-oriented system is a condition of all Community Development Block Grant for construction. This program should not be misconstrued as a mandatory set-aside policy.

At the time of Bid Opening the DBE(s)/WBE(s) must be certified. To be certified or to check on a certification, contact one or all of these agencies: Civil Rights Program, Department of Transportation, Phone: (605) 773-4906; Small Business Administration (SBA), Sioux Falls, Phone: (605) 330-4231; Bureau of Indian Affairs, Aberdeen, Phone: (605) 226-7426; Indian Health Services, Phone: (605) 226-7567; or your CDBG project administrator.

DEFINITIONS

1. DISADVANTAGED / MINORITY BUSINESS ENTERPRISE

A business, at least 51 percent of which is owned by minority group members who exercise actual day-to-day management and control of the business. (From this point on, whenever Minority is stated Disadvantaged/Minority is implied.)

2. MINORITY GROUP MEMBERS

Black Americans, Hispanic Americans, Asian Americans, American Indians, American Eskimos, American Aleuts, and Native Hawaiians and persons certified as socially and economically disadvantaged. (Bona Fide minority membership shall be established on the individual's proven claim that he or she is a member of a minority group and is so regarded by that particular minority community.)

3. WOMEN'S BUSINESS ENTERPRISE

A business which is an independent business concern which is at least 51 percent owned by a woman or women who also control and operate it. Determination of whether a business is at least 51 percent owned by a woman or women shall be made without regard to community property laws. For example, an otherwise qualified WBE which is 51 percent owned by a married woman in a community property state will not be disqualified because her husband has a 50 percent interest in her share. Similarly, a business that is 51 percent owned by a married man and 49 percent owned by an unmarried woman will not become qualified WBE by virtue of his wife's 50 percent interest in his share of the business.

4. QUALIFICATIONS FOR OWNERSHIP AND CONTROL

- A. The minority or woman ownership's interest in the firm must be real, substantial and continuing. Such interest may include:
1. Risk of loss/share of profit commensurate with the proportional ownership; and
 2. Receipt of the customary incidents of ownership, such as salary and/or intangible benefits.
- B. A minority or woman owner must have and exercise the authority to independently control the business. The minority or woman owner need not be continually present to be deemed in control. Characteristics of control may include:
1. Authority to sign bids and contracts;
 2. Making decisions in price negotiations;
 3. Incurring liabilities for the firm;
 4. Making final staffing decisions;
 5. Policy-making; and
 6. Making general company management decisions.
- C. Only those firms performing a useful business function according to custom and practice in the industry are qualified as DBE's or WBE's. Acting merely as a passive conduit of funds to some other, non-minority firm where such activity is unnecessary to accomplish the project does not constitute a useful business function according to custom and practice in the industry.

5. RECIPIENT

A party receiving CDBG financial assistance pursuant to a grant or cooperative agreement.

6. PROJECT

The scope of work from which a cooperative agreement, grant agreement is awarded.

7. BIDDER

A party seeking to obtain a contract with a recipient through a competitive, advertised, sealed bid process.

8. OFFEROR

A party seeking to obtain a contract with a recipient through a negotiation procurement process.

9. DOCUMENTATION

A certified letter and receipt, written correspondence or written telephone log or required forms (whichever applies).

INFORMATION CONCERNING THE OVER ALL PROJECT DBE/MBE AND WBE GOALS

Bidders on this work will be required to comply with the President's Executive Orders No. 11246, as amended, 11625 as amended and 12138. The requirements for bidders and contractors under these orders are explained in the specifications.

Bidders shall submit a fully executed Minority Business Enterprise Assurance with their proposal, including any necessary documentation (See Page 49 of this Document). Failure to do so will render the bid null and void. The award of contract, if awarded, will be made to the lowest responsive, responsible bidder that is able to demonstrate that good faith efforts were made to meet or exceed the contract goals. Meeting or exceeding the contract goals shall conclusively establish that the bidder has made such good faith efforts.

The goal for minority business participation on this project is four (4) percent of the total dollar value of the job. The WBE goal is two (2) percent of the total dollar value of the job.

SUB-RECIPIENT RESPONSIBILITIES IN OBTAINING DBE/MBE AND WBE GOALS

The sub-recipient has the primary responsibility as a condition of the grant award to insure that the requirements of the DBE/WBE policy are met. All applicants/sub-recipients are required to take positive efforts to use DBE/WBE firms and shall document these efforts in writing. This is a precondition to the approval of the contract for construction and such documented information shall be made available to the State. Positive efforts include, at the minimum, the following:

1. Providing a source list of DBE/WBE firms to all prospective consultants or contractors as part of the bidding documents.
2. Making a list of plan holders of record available to minority-owned firms upon request.
3. Informing consulting firms of their DBE/WBE responsibilities and the DBE/WBE goal to be included in the construction contracts.

4. Contacting local and State Minority Business Development Agencies to inform them of the project and the goal set for DBE/WBE participation. Keeping them informed of pre-bid conferences, bid opening dates, and requesting their assistance when needed.

CONSULTING FIRM RESPONSIBILITIES IN OBTAINING DBE/MBE AND WBE GOALS

All consulting firms are responsible for ensuring opportunity for all minority business enterprise participation at all phases of the project. Consulting firms play a key role in assisting the sub-recipient and construction contractor in carrying out their DBE/WBE responsibilities. Consulting engineers shall document in writing their positive efforts. Positive efforts at a minimum will include:

1. Making plan holders aware of the DBE/WBE goals by publishing the goals in all bid notices, including bidding documents, where it is easily and quickly visible, and stating at any pre-bid and pre-award conferences that there are goals for DBE/WBE and the steps to be taken to meet the goal.
2. Keeping records of all awards and proposed awards of contracts to DBE's/WBE's, any contract changes and the names, addresses, dollar amounts, etc., of any DBE's/WBE's to be used on the projects.

<p>NOTE: Approval of any construction contract will not be made until the DBE/WBE requirements have been met.</p>

PRIME CONTRACTOR RESPONSIBILITIES IN OBTAINING DBE/MBE AND WBE GOALS

All prospective prime contractors are responsible for ensuring opportunity for DBE/WBE participation in the construction of South Dakota HUD-funded projects. Prospective prime contractors shall document in writing their positive efforts taken to meet the DBE/WBE goal and submit the documents (DBE/WBE Assurance form Part C of this document) prior to the time of bid opening with the sealed bid. Failure to do so may render the bid null and void. Minimum good faith efforts include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
5. Using the services and assistance of the agencies listed on the minority business certification form located at the end of this section.

ADDITIONAL PRIME CONTRACTOR RESPONSIBILITIES

In addition to the preceding, the prime contractor shall submit to the owner/sub-recipient within ten (10) calendar days of the actual award of any DBE/WBE subcontract (or purchase order), data as to the DBE/WBE firm's name, address, type of work to be performed, contract amount, date of award and the Project Number.

INTERPRETATION OF GOAL PERCENTAGE ACHIEVED

The goal may be achieved and the bidder considered responsible, when a list of DBE/WBE contractors and suppliers, including the minimum dollar value of each contract, and the type of work each will be performing is submitted in writing with the bid prior to the time of the bid opening, with the sealed bid, and one or more of the following conditions is met:

1. The bidder is a joint venture, of which at least one-member firm is a DBE/WBE and at least the contract goal percentage of the contract work will be performed by the DBE(s)/WBE(s). A copy of the joint venture agreement must be submitted to the owner/sub-recipient within five (5) working days following bid opening. A joint venture consisting of minority and majority business enterprises, functioning as prime contractor, will be credited with minority participation on the basis of percentage of the dollar amount of the work to be performed by the DBE/WBE. For example, if a minority- majority joint venture proposes to perform 50% of a project quoted at \$1,000,000 and 50% of the work is to be performed by the minority partner in the joint venture, minority participation will be credited as 25% of the work or \$250,000.
2. Subcontracts or purchases totaling at least the contract goal percentage of the total contract work will be awarded to DBE(s)/WBE(s). This may be achieved through competitive or negotiated contracts. Deviation from the submitted list, which would result in reducing DBE/WBE participation, requires prior approval of the owner/sub-recipient. Failure to receive prior approval will be considered a breach of contract and the contractor will be subject to the Non-Compliance Enforcement as outlined in this Attachment. A DBE/WBE bidder will be credited with minority participation for the portion of the contract which they perform, and that portion subcontracted to minority firms. For example, if a DBE/WBE bidder proposes to perform a project quoted as \$1,000,000 and subcontracts 25% to a majority firm and 25% to a minority firm, minority participation will be credited as 75% or \$750,000.
3. Any combination of (1) and (2) as stated above meet the percentage goal for DBE/WBE participation.

STATE ASSISTANCE IN OBTAINING DBE/MBE AND WBE GOALS AND WITH COMPLIANCE

The CDBG program provides DBE/WBE assistance to all sub-recipients, contractors, and consultants. This assistance may be obtained by contacting the Community Development Block Grant Program at 773-3301. Further DBE/WBE Assistance in South Dakota may be obtained at the following address:

**Civil Rights Program
SD Department of Transportation
Pierre, South Dakota 57501-2586
Phone (605) 773-4906**

STATE'S RESPONSIBILITY IN OBTAINING DBE/MBE AND WBE GOALS

The State will actively monitor contractors' and subcontractors' performance and will:

1. Provide contractors, A&E firms and sub-recipients with names of minority-owned construction contractors and minority-owned supply and service firms upon request.
2. Review contract awards to evaluate the sufficiency of positive efforts made by the contractors.
3. Review and determine the adequacy of the positive efforts after the sub-recipient has selected an apparent low bidder.

SUB-RECIPIENT ENFORCEMENT OF NON-COMPLIANCE OF DBE/MBE AND WBE REQUIREMENTS

After an apparent low bidder has been selected, the sub-recipient may request in writing, evidence of the legitimacy of the DBE/WBE firms used by the low bidder in meeting the goals. Such information should be submitted to the sub-recipient within 10 days of the date the request was mailed. If such evidence is not submitted, or if upon review of the information submitted, the sub-recipient determines that there is still a failure to objectively demonstrate positive efforts to meet the goals, the bidder may be found to be nonresponsive.

The sub-recipient must also promptly advise the bidder or offeror, in writing, of the basis for the nonresponsive determination. The State, upon review of any proposed contract award, may request a sub-recipient to take enforcement action. A finding of no responsiveness shall not prejudice the right of that bidder or offeror to submit bids or proposals on other CDBG-funded projects.

EXCEPTIONS

In limited situations, approval of a contract where a bidder or offeror has not demonstrated positive efforts may be justified. For example, where delay incident to re-solicitation will cause substantial harm to the sub-recipient, the State may concur in the recommended award where at least one of the following provisions is included in the contract:

1. Specific and defined positive efforts for DBE participation during contract performance;
2. A penalty, such as termination or agreed upon liquidated damages, for failure to undertake and complete these efforts; or
3. The withholding of progress payments until such time as the positive effort's requirements have been complied with to the satisfaction of the sub-recipient.

POST AWARD CONTRACT COMPLIANCE

Consultants or contractors are required to execute and submit to the sub-recipient, copies of all subcontracts with DBE/WBE, within ten (10) days after prime contract award, and from time to time, advise the sub-recipient of the status of its compliance with appropriate requirements. In the event that a consultant or contractor fails to conform to its DBE/WBE obligation, it shall explain, in writing to the sub-recipient the reasons. The sub-recipient shall require corrective efforts by the consultant or contractor unless the consultant or contractor can demonstrate good cause for its inability to comply.

DBE/WBE (SUB)CONTRACTORS FAILURE TO PERFORM SUCCESSFULLY

If the prime contractor finds that a DBE/WBE (sub)contractor is unable to perform successfully, the contractor shall make sufficient reasonable efforts to replace the DBE/WBE with another DBE/WBE. All substitutions of DBE/WBE subcontractors shall be approved by the sub-recipient.

STATE OR LOCAL LAWS

Nothing in this policy prevents a sub-recipient from imposing more stringent DBE/WBE requirements on work procured under Community Development Block Grant grants, including procurement obligations which pertain to bid responsiveness, where provided for State or local law or ordinances.

**PART C – STATE DISADVANTAGED/
MINORITY (DBE/MBE) AND WOMEN’S
(WBE) BUSINESS ENTERPRISE
ASSURANCE FORM**

Project No. _____ **County** _____

STATE POLICY CONCERNING DBE/MBE AND WBE OPPORTUNITY GOALS

It is the policy of the State of South Dakota that Disadvantaged/Minority Business Enterprises (DBE) and Women Business Enterprise (WBE) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE and WBE requirements of 49 CFR Part 23 apply to this agreement.

CONTRACT GOALS

It is the goal of the State that DBE/MBE and WBE firms will contract for the following percentages of the total dollar amount of this contract:

Disadvantaged/Minority Business Enterprises (DBE/MBE) (1.5)%

Women's Business Enterprises (WBE) (2.4)%

PRIME CONTRACTOR DBE/MBE AND WBE OBLIGATIONS

The prime contractor bidding on projects financed in whole or in part with Federal funds through and for the State Community Development Block Grants program, agrees to ensure that Disadvantaged/Minority Business and Women Enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts or subcontracts financed in whole or in part with the Federal funds. The prime contractor shall not discriminate on the basis of race, color, national origin, or sex in the bidding process or the performance of contracts.

PRIME CONTRACTOR'S ASSURANCE OF COMPLIANCE

I, acting in my capacity as officer of the undersigned bidder, or bidders if a joint venture, hereby assure the State and the sub-recipient that if awarded the contract on this project my company will provide DBE/WBE participation, with that participation being with Business Enterprises owned or controlled by disadvantaged/minorities or women as defined in Special Provisions for Disadvantaged/Minority Business Enterprises, in the following percentages:

Disadvantaged/Minority Business Enterprises (Anticipated) _____%

Women Business Enterprises (Anticipated) _____%

I have listed below the names of the DBE's, the Item No(s). or work description and the dollar value of subcontract work to be awarded.

INTENDED DBE/MBE PARTICIPATION

Name of Firm Contact Person	Item Number(s) or Work Description	Dollar Value of Proposed Subcontract
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total Dollar Value of Proposed Subcontracts\$ _____

Contract Bid Total.....\$ _____

Percent of Contract Bid to be Subcontracted to DBE/MBE firms..... _____%

INTENDED WBE PARTICIPATION

Name of Firm Contact Person	Item Number(s) or Work Description	Dollar Value of Proposed Subcontract
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total Dollar Value of Proposed Subcontracts\$ _____

Contract Bid Total.....\$ _____

Percent of Contract Bid to be Subcontracted to WBE firms _____%

DBE/MBE OR WBE SUBSTITUTION

I understand that if a DBE/MBE or WBE subcontractor is unable to perform successfully for any part of the intended work my company is required to make sufficient reasonable efforts to subcontract the work to an alternate DBE/MBE or WBE firm(s) and that I must document such efforts prior to subcontract approval.

WHEN THE DBE/MBE AND WBE PERCENTAGES ARE NOT MET

I understand that if the above percentages are less than the DBE/MBE or WBE participation goals shown under contract goals on page 49, I must establish that my company has made a good faith effort to solicit DBE/MBE or WBE participation by:

1. Identifying the actual percentage of DBE/WBE participation attained, including a list of DBE/WBE subcontractors and suppliers, the approximate dollar value of each subcontract or purchase order and the type of work each will be responsible to perform.
2. Documentation - certified letters and mail receipts, written correspondence or a written telephone log requesting bids from DBE/MBE and WBE firms.
3. Using the services and assistance of the certifying agencies listed on the back of the Minority Business Certification form.
4. If a bidder has rejected or considered as nonresponsive any DBE/WBE sub-bidder, a complete documented explanation must be provided to the owner/sub-recipient.

Company

By: Name

<p>NOTE: Failure to list company name, sign, or submit all required documentation as stated herein shall render the bid null and void.</p>

PART D – SECTION 3

Section 3 compliance reporting pertains to employees who are newly hired as a result of being awarded a contract which will be paid with HUD funds. Any entity receiving over \$200,000 in HUD funding for construction related projects must comply with Section 3. Additionally, any of the recipients' contractors receiving contracts in excess of \$100,000 must also comply. Compliance with Section 3 includes, but is not limited to the following:

- Notifying Section 3 residents of employment and training opportunities
- Notifying contractors and local governments of Section 3 requirements
- Facilitating training opportunities for Section 3 residents

Congress established Section 3 of the Housing and Urban Development Act of 1968, amended, to ensure that the employment and other economic opportunities generated by Federal financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low and very low-income persons, particularly those who are recipients of government assistance for housing.

Section 3 applies to training, employment, contracting and other economic opportunities arising in connection with the expenditure of housing and community development assistance used for housing rehabilitation, lead hazard abatement, housing construction, and other public construction projects.

A Section 3 resident is defined as a resident of public housing or a low-moderate income person residing within the area benefiting from HUD assistance. Contractors on State CDBG projects can help themselves comply with Section 3 requirements by performing the following:

- Advertising job opportunities created in conjunction with the project through local media sources and South Dakota Department of Labor Field Offices.
- Keep accurate records of new hires associated with the project to include hours worked and if they are defined as Section 3 residents.
- Report all information at the end of the project.

A Section 3 business concern is either owned by a Section 3 resident or has a substantial number of Section 3 employees (30% of FTE, permanent position).

A final report will be required at the time the project is substantially complete. A reporting form is attached at the end of this section. Additional information regarding Section 3 follows on the next page.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (24 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Section 3 Qualifying Form

Please use this form to determine if your new hire qualifies as a Section 3 resident. Additional copies may be obtained from the Project Administrator.

1. Currently lives in a public housing unit? ___Yes ___No

If yes, HUD determines them to be a qualifying Section 3 resident. Sign below.

If no, proceed to section 2.

2. Please complete the following to determine if current household income level qualifies them as a Section 3 resident. Contact the Project Administrator for current household income limits.

Find the number of people in your household on the chart below. Check if current total household income (prior to being hired for this position) is above or below the amount listed.

Total people in household	Total household income limit	Above	Below
1			
2			
3			
4			
5			
6			
7			
8			

If below, HUD considers them to be a qualifying area Section 3 resident. Sign below.

I certify the above to be true dated this _____ day of _____, 20_____.

Name of new hire: _____ Signature: _____

Employer: Please retain this form for your records.

Section 3 Reporting Form

This form is to be completed at the time the project is substantially complete and returned to the Project Administrator. Prime contractors are responsible for getting this information from their sub-contractors. Additional copies may be obtained from the Project Administrator.

Contractor:	
Project:	
Location:	
Date of Substantial completion:	

1. As a result of being awarded this contract, did you hire any new employees? ___ Yes ___ No

If yes, how many? _____ How many of these are defined as Section 3 residents? _____
If no, proceed to question 4.

2. Please provide information about the job classifications of your new hires and hours worked in the following table:

Job Category	Total Hires	Section 3 Hires	Total Project Hours	All New Hire Hours	Section 3 Hours
Professionals					
Technicians					
Office/Clerical					
Trade:					
Trade:					
Trade:					
Trade:					
Trade:					
Other:					

3. HUD has established a goal of 30% of new hires should be Section 3 residents. If you did not meet this goal, please explain why in the space below:

4. Did you award sub-contracts on this project? Yes No

If yes, go to question 5.

If no, go to question 7.

5. Please complete the following:

A. Total dollar amount of construction contracts awarded on this project

\$ _____

i. number of Section 3 business concerns receiving construction contracts _____

B. Total dollar amount of non-construction contracts awarded on this project

\$ _____

i. number of Section 3 business concerns receiving non-construction contracts _____

6. HUD has established a goal of at least 10% of the contracts awarded should be to Section 3 business concerns. If you did not meet this goal, please explain in the space below.

7. How did you attempt to recruit Section 3 employees and Section 3 business concerns? (Check all that apply.)

___ Advertise on local radio

___ Advertise in local newspaper

___ Word of mouth

___ Use Dept. of Labor services

___ Post "Help Wanted" signs at the job site

___ Other: _____

___ Post "Help Wanted" signs in or near public housing

I attest the above information to be true. Signed _____ Date _____

**PART G –
CERTIFICATION OF NONDISCRIMINATION**

TO: _____
(EMPLOYEES OF CONTRACTORS)

The undersigned currently holds contract(s) with _____ (Name of Applicant) involving funds or credit of the U.S. Government or (a) subcontract(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contract(s) or subcontract(s) and in accordance with Executive Order 11246, Section 202, as amended, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed, or national origin. This obligation not to discriminate in employment includes, but is not limited to the following:

Hiring, Placement, Upgrading, Transfer to Demotion, Recruitment, Advertising, Or Solicitation For Employment Training During Employment, Rates Of Pay Or Other Forms Of Compensation, Selection For Training Including Apprenticeship, Layoff Or Termination.

This notice is furnished you pursuant to the provisions of the above contract(s) or subcontract(s) and Executive Order 11246.

Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

(CONTRACTOR OR SUBCONTRACTOR)

(DATE)

PART H – ELIMINATION OF SEGREGATED FACILITIES

Prior to the award of any nonexempt Government contract or subcontract or Federally assisted construction contract or subcontract, the Department or the applicant shall require the prospective prime contractor, and each prime contractor and subcontractor shall require each subcontractor to submit a certification, in the form approved by the Director, that the prospective prime contractor or subcontractor does not and will not maintain any facilities he provides for his employees in a segregated manner, or permit his employees to perform their services at any location under his control where segregated facilities are maintained; and that he will obtain a similar certification in the form approved by the Director, prior to the award of any nonexempt subcontractor.

NONSEGREGATED FACILITIES CERTIFICATION

The contractor certifies that he does not and will not maintain any facilities he provides for his employees in a segregated manner or permit his employees to perform their services at any location under his control where segregated facilities are maintained; and that he will obtain a certification similar to this one, prior to the award of any nonexempt subcontract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The Federal assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors from specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Signature

Date

Typed Name and Title of Signer

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**PART I –
SUSPENDED OR DEBARRED
CONTRACTORS CERTIFICATION**

OMB Circular A-133 prohibits non-Federal agencies from awarding vendor contracts in excess of \$100,000 or awarding any subrecipient contracts to organizations or principals who are suspended or debarred. In order to meet this compliance requirement, A-133 requires contractors who receive federal assistance from non-Federal agencies to certify that the organization is not suspended or debarred. The non-Federal entities may rely upon the certification unless it knows that the certification is erroneous.

THIS MUST BE COMPLETED PRIOR TO AWARDING BID

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION**

The contractor certifies that neither the firm nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Signature

Date

Typed Name and Title of Signer

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**PART J –
CONTRACTOR EXCISE TAX LICENSE**

No public corporation may award any contract for the construction of any public improvement unless the contractor has a South Dakota Contractors' Excise Tax License.

PLEASE COMPLETE THE FOLLOWING:

1. Owner Name: _____
2. Business Name: _____
3. South Dakota Tax Permit Number: _____
4. If you applied for a Contractors' Excise Tax License but have not received the license, please list your federal identification number and date license applies for:

EIN _____ Application Date _____

I certify that to the best of my knowledge, the above information is accurate and complete.

Contractor Signature

Date

* *If the contractor indicates a license has been applied for but not received, please call the South Dakota Department of Revenue at 1-800-829-9288 to verify the status of the application.*

* *An application for a Contractors' Excise Tax License may be obtained from the South Dakota Department of Revenue's website www.state.sd.us/revenue or by calling 1800-829-9188.*

THIS FORM MUST BE SUBMITTED WITH THE CONTRACTORS' BID

PART K – PAYMENTS TO CONTRACTORS

POLICY

It is State policy that prompt progress payments shall be made by sub-recipients to prime contractors and by prime contractors to subcontractors and suppliers for eligible construction, material and equipment costs, including those of undelivered specifically manufactured equipment, incurred under a contract.

CONDITIONS OF PROGRESS PAYMENTS

For purposes of this section, progress payments are defined as follows:

1. Payments for work in place.
2. Payments for materials or equipment which have been delivered to the construction site, or which are stockpiled in the vicinity of the construction site, in accordance with the terms of the contract, when conditional or final acceptance is made by or for the sub-recipient. It is the sub-recipient's responsibility to assure that items for which progress payments have been made are adequately insured and are protected through appropriate security measures.
3. Payments for undelivered specifically manufactured items or equipment (excluding off-the-shelf or catalog items), as work thereon progresses. Such payments must be made if provisions therefore are included in the bid and contract documents. Such provisions may be included at the option of the sub-recipient only when all of the following conditions exist:
 - A. The equipment is so designated in the project specifications;
 - B. The equipment to be specifically manufactured for the project could not be readily utilized on nor diverted to another job; and
 - C. A fabrication period of more than six months is anticipated.

PROTECTION OF PROGRESS PAYMENTS MADE FOR SPECIFICALLY, MANUFACTURED EQUIPMENT

The sub-recipient will assure protection of the State's interest in progress payments made for items or equipment referred to in this section. This protection must be acceptable to the sub-recipient and must take the form of: securities negotiable without recourse, condition or restrictions; progress payment bond; or an irrevocable letter of credit provided to the sub-recipient through the prime contractor by the subcontractor or supplier.

CONTRACT PROVISIONS

Where applicable, appropriate provisions regarding progress payments must be included in each contract and subcontract. Sub-recipients must use clauses acceptable to the State.

IMPLEMENTATION OF POLICY

The foregoing progress payments policy should be implemented in invitations for bids. If provision for progress payments is made subsequent to contract award, it must be for consideration which the sub-recipient deems adequate.

RETENTION OF PROGRESS PAYMENTS

The sub-recipient may retain a portion of the amount otherwise due the contractor. Except as state law otherwise provides, the amount retained by the sub-recipient shall be limited to the following:

1. Withholding of 10 percent of the payment claimed until the work is 50 percent complete;
2. When work is 50 percent complete, the 10 percent retainage that has been withheld will continue to be held, however, the subsequent withholding can be reduced to 5 percent of the dollar value of work remaining;
3. When the work is substantially complete (operation or beneficial occupancy), the withholding percentage for subsequent payments can be further reduced to below 5 percent and the contractor can be paid the full previous retainage minus the value of any work remaining at the time of substantial completion. The contractor may be paid all retainage amounts when the sub-recipient makes final payment on the project;
4. The sub-recipient may reinstate up to 10 percent withholding if the sub-recipient determines, at its discretion, that the contractor is not making satisfactory progress or there is other specific cause for such withholding; and
5. The sub-recipient may accept securities negotiable without recourse, condition or restrictions, a release of retainage bond, or an irrevocable letter of credit provided by the contractor in lieu of all or part of the cash retainage.

Appropriate provision to assure compliance with this policy must be included in the bid documents for such projects initially or by addendum prior to the bid submission date, and as a special condition in the grant agreement or in a grant amendment. For all previous active projects, the policy may be implemented by the sub-recipient through contract amendment upon written request to the sub-recipient by the contractor upon consideration which the sub-recipient deems adequate.

LIQUIDATED DAMAGES

For each consecutive calendar day that any part of the work remains uncompleted after the expiration of the time allowed for completion of the work stipulated in the contract, the contractor will pay to the sub-recipient any expenses incurred by it on account of said contractor requiring such additional time, which

expense shall include additional cost for Engineering, inspection and legal work caused by such delay. Such costs are not to be considered as penalties. A predetermined amount may be agreed upon prior to the signing of the contract.

The assessment of liquidated damages for failure to complete the work within the contract period shall not constitute a waiver of the contracting authority's right to collect any additional damages which the contracting authority may sustain by failure of the contractor to carry out the terms of his contract.

The damages stipulated above are to be deducted from any monies due the contractor as liquidated damages for the loss to the sub-recipient on account of the expense due to the employment of Engineers and their assistants and to any other expenses after the expiration of completion time set forth by the Engineer.

PART L – CONSTRUCTION PROGRESS SCHEDULES

SCHEDULE REQUIREMENTS

Prior to the first partial payment estimate, the contractor shall submit to the sub-recipient, construction progress schedules showing the order in which it is proposed to carry on the work, including dates at which various parts of the work will start, estimated date of completion of each part, and, as applicable:

1. The dates at which special detail drawings will be required.
2. Respective dates for submission of shop drawings, the beginning of manufacture, the testing and the installation of materials, supplies, and equipment.
3. The contractor shall also submit a schedule of payments that it is anticipated will be earned during the course of the work. The payment schedule may be in conjunction with the progress chart or separately, if desired.
4. These schedules shall be updated on a monthly basis. The schedule shall be revised whenever actual progress varies by 10% or more and also when a time extension is granted.

**PART M –
WAGE DETERMINATION**

ALSO AVAILABLE AT <https://beta.sam.gov/>

"General Decision Number: SD20210001 01/01/2021

Superseded General Decision Number: SD20200001

State: South Dakota

Construction Types: Heavy and Highway

Counties: South Dakota Statewide.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/01/2021

* SUSD2018-001 03/20/2018

	Rates	Fringes
CARPENTER.....	\$ 27.96	0.00
CONCRETE FINISHER.....	\$ 21.41	0.00
ELECTRICIAN.....	\$ 26.42	3.85

LABORER

Group 1.....	\$ 18.86	0.00
Group 2.....	\$ 17.51	0.00
Group 3.....	\$ 18.95	0.00
Group 5.....	\$ 27.96	0.00
Group 6.....	\$ 21.41	0.00

LABORER CLASSIFICATIONS:

GROUP 1: Air Tool Operator; Common Laborer; Landscape Worker, Flagger, Pilot Car Driver; Trucks under 26,000 GVW; Blue-top Checker, Materials Checker.

GROUP 2: Mechanic Tender; Pipe Layer (except culvert); Form Builder Tender; Special Surface Finish Applicator; Striping.

GROUP 3: Asphalt Plant Tender; Pile Driver Leadsman; Form Setter, Oiler/Greaser.

GROUP 5: Form Builder

GROUP 6: Grade Checker

PAINTER.....	\$ 21.41	0.00
--------------	----------	------

POWER EQUIPMENT OPERATOR:

Group 1.....	\$ 20.62	0.00
Group 2.....	\$ 20.66	0.00
Group 3.....	\$ 22.02	0.00
Group 4.....	\$ 23.79	0.00
Group 5.....	\$ 24.77	0.00

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Concrete Paving Cure Machine; Concrete Paving Joint Sealer; Conveyor; Tractor (farm type with attachments); Self-Propelled Broom; Concrete Routing Machine; Paver Feeder; Pugmill; Skid Steer.

GROUP 2: Bull Dozer 80 HP or less; Front End Loader 1.25 CY or less; Self-Propelled Roller (except Hot Mix); Sheepsfoot/50 Ton Pneumatic Roller; Pneumatic Tire Tractor or Crawler (includes Water Wagon and Power Spray Units); Wagon Drill; Air Trac; Truck Type Auger; Concrete Paving Saw.

GROUP 3: Asphalt Distributor; Bull Dozer over 80 HP; Concrete Paving Finishing Machine; Backhoes/Excavators 20 tons or less; Crusher (may include internal screening plant); Front End Loader over 1.25 CY; Rough Motor Grader; Self-Propelled Hot Mix Roller; Push Tractor; Euclid or Dumpster; Material Spreader; Rumble Strip Machine.

GROUP 4:Asphalt Paving Machine Screed; Asphalt Paving Machine; Cranes/Derricks/Draglines/Pile Drivers/Shovels 30 to 50 tons; Backhoes/Excavators 21 to 40 tons; Maintenance Mechanic; Scrapers; Concrete Pump Truck.

GROUP 5: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 DRIVER

Group 1.....	\$ 21.46	0.00
Group 2.....	\$ 21.66	4.22

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Tandem Truck without trailer or pup; Single Axle Truck over 26,000 GVW with trailer.

GROUP 2: Semi-Tractor and Trailer; Tandem Truck with Pup.

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

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed

in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION

PART N – ACCESS

ACCESS TO PROJECT

The sub-recipient must insure that representatives of the State will have access to the project work sites whenever it is in preparation or progress. The sub-recipient must insure that a party to a subcontract will afford access to such project work sites.

ACCESS TO RECORDS AND DOCUMENTS

The sub-recipient must provide proper facilities for such access and inspection. The sub-recipient must allow the State agency, or any authorized representative, to have access to any books, documents, plans, reports, papers, and other records of the contractor which are pertinent to the project for the purpose of making audit, examination, excerpts, copies and transcriptions thereof. The sub-recipient must insure that a party to a subcontract will afford access to such project documents and records.

PART O – PROCUREMENT METHODS

This section describes the rules and procedures that must be followed when purchasing supplies, equipment, construction, and services in whole or in part with Community Development Block Grant funds. These requirements are established to ensure that materials and services are obtained efficiently and economically and in compliance with the provisions of applicable Federal law and executive orders. The objectives of these regulations are to assure that:

- Unnecessary or duplicate purchases are not made;
- Favorable prices for goods and services are obtained without sacrificing needed quality;
- Purchases are made based on maximum open and free competition whenever possible; and
- National goals such as equal employment opportunity, stimulation of small and minority-owned businesses, and fair labor standards are encouraged through government purchases.

The requirements of procurement methods and contracts are delineated in 24 CFR Part 85 which is attached.

Procurement Standards 24 CFR Part 85

- (a) **States.** When procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other sub-recipients will follow paragraphs (b) through (i) in this section.
- (b) **Procurement standards.**
- (1) Sub-recipients will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.
 - (2) Sub-recipients will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
 - (3) Sub-recipients will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
 - (i) The employee, officer or agent,
 - (ii) Any member of his immediate family,
 - (iii) His or her partner, or
 - (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The sub-recipient's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to agreements. Sub-recipient set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sub-recipient's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.
 - (4) Sub-recipient procedures will provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
 - (5) To foster greater economy and efficiency, sub-recipients are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.
 - (6) Sub-recipients are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
 - (7) Sub-recipients are encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

- (8) Sub-recipients will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
 - (9) Sub-recipients will maintain records sufficient to detail the significant history of a procurement. These records will include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
 - (10) Sub-recipients will use time and material type contracts only:
 - (i) After a determination that no other contract is suitable, and
 - (ii) If the contract includes a ceiling price that the contractor exceeds at its own risk.
 - (11) Sub-recipients alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the sub-recipient of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for that of the sub-recipient unless the matter is primarily a Federal concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.
 - (12) Sub-recipients will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protester must exhaust all administrative remedies with the sub-recipient before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to:
 - (i) Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities) and
 - (ii) Violations of the sub-recipient's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the sub-recipient.
- (c) Competition.**
- (1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of 85.36. Some of the situations considered to be restrictive of competition include but are not limited to:
 - (i) Placing unreasonable requirements on firms in order for them to qualify to do business,
 - (ii) Requiring unnecessary experience and excessive bonding,
 - (iii) Noncompetitive pricing practices between firms or between affiliated companies,
 - (iv) Noncompetitive awards to consultants that are on retainer contracts,
 - (v) Organizational conflicts of interest,
 - (vi) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance of other relevant requirements of the procurement, and
 - (vii) Any arbitrary action in the procurement process.

- (2) Sub-recipients will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts State licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms given the nature and size of the project, to compete for the contract.
- (3) Sub-recipients will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations:
 - (i) Incorporate a clear and accurate description of the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equal” description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and
 - (ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- (4) Sub-recipients will ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, sub-recipients will not preclude potential bidders from qualifying during the solicitation period.

(d) Methods of procurement to be followed:

- (1) **Procurement by small purchase procedures.** Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than \$25,000 in the aggregate. If small purchase procurements are used, price or rate quotations will be obtained from an adequate number of qualified sources. (At least 3 sources)
- (2) **Procurement by sealed bids (formal advertising).** Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in 85.36(d)(2)(i) apply.
 - (i) In order for sealed bidding to be feasible, the following conditions should be present:
 - (A) A complete, adequate, and realistic specification or purchase description is available;
 - (B) Two or more responsible bidders are willing and able to compete effectively for the business; and
 - (C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
 - (ii) If sealed bids are used, the following requirements apply:

- (A) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers providing them sufficient time prior to the date set for opening the bids;
 - (B) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;
 - (C) All bids will be publicly opened at the time and place prescribed in the invitation for bids;
 - (D) A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
 - (E) Any or all bids may be rejected if there is a sound documented reason.
- (3) **Procurement by competitive proposals.** The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:
- (i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;
 - (ii) Proposals will be solicited from an adequate number of qualified sources;
 - (iii) Sub-recipients will have a method for conducting technical evaluations of the proposals received and for selecting awardees;
 - (iv) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
 - (v) Sub-recipients may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.
- (4) **Procurement by noncompetitive proposals** is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.
- (i) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:
 - (A) The item is available only from a single source;
 - (B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation.

- (C) The awarding agency authorizes noncompetitive proposals; or
 - (D) After solicitation of a number of sources, competition is determined inadequate.
 - (ii) Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profit, is required.
 - (iii) Sub-recipients may be required to submit the proposed procurement to the awarding agency for pre-award review in accordance with paragraph (g) of this section.
- (e) Contracting with small and minority firms, women's business enterprise and labor surplus area firms.**
- (1) The sub-recipient will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
 - (2) Affirmative steps shall include:
 - (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
 - (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
 - (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2)(i) through (v) of this section.
- (f) Contract cost and price.**
- (1) Sub-recipients must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, sub-recipients must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, e.g., under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

- (2) Sub-recipients will negotiate profit as a separate element of the price for each contract in which there is no price competition and, in all cases, where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- (3) Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred, or cost estimates included in negotiated prices are consistent with Federal cost principles (see 85.22). Sub-recipients may reference their own cost principles that comply with the applicable Federal cost principles.
- (4) The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

(g) Awarding agency review.

- (1) Sub-recipients must make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the sub-recipient desires to have the review accomplished after a solicitation has been developed, the awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.
- (2) Sub-recipients must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc., when:
 - (i) A sub-recipient's procurement procedures or operation fails to comply with the procurement standards in this section; or
 - (ii) The procurement is expected to exceed \$25,000 and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or
 - (iii) The procurement, which is expected to exceed \$25,000, specifies a "brand name" product; or
 - (iv) The proposed award over \$25,000 is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
 - (v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than \$25,000.
- (3) A sub-recipient will be exempt from the pre-award review in paragraph (g)(2) of this section if the awarding agency determines that its procurement systems comply with the standards of this section.
 - (i) A sub-recipient may request that its procurement system be reviewed by the awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews shall occur where there is a continuous high-dollar funding, and third-party contracts are awarded on a regular basis;
 - (ii) A sub-recipient may self-certify its procurement system. Such self-certification shall not limit the awarding agency's right to survey the system. Under a self-certification procedure, awarding agencies may wish to rely on written assurances from the sub-recipient that it is complying with these standards. A sub-recipient will cite specific procedures, regulations, standards, etc., as being in compliance with these requirements and have its system available

for review.

- (h) **Bonding requirements.** For construction or facility improvement contracts or subcontracts exceeding \$100,000, the awarding agency may accept the bonding policy and requirements of the sub-recipient provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:
- (1) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
 - (2) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
 - (3) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.
- (i) **Contract provisions.** A sub-recipient's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Procurement Policy.
- (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate. (Contracts other than small purchases)
 - (2) Termination for cause and for convenience by the sub-recipient including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)
 - (3) Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by sub-recipients and their contractors)
 - (4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair)
 - (5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2,000 awarded by sub-recipients when required by Federal grant program legislation)
 - (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by sub-recipients in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers)
 - (7) Notice of awarding agency requirements and regulations pertaining to reporting.
 - (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
 - (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
 - (10) Access by the sub-recipient, the Federal grantor agency, the Comptroller General of the United States,

or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (11) Retention of all required records for three years after sub-recipients make final payments and all other pending matters are closed.
- (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
- (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

**PART P –
ADDITIONAL LABOR FORMS**

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT OFFICE OF LABOR RELATIONS

Report of Additional Classification and Wage Rate to Wage Determination Number: _____

*Trade Classification: _____

PROJECT NAME: _____ PROJECT NO. _____

Complete one of the following paragraphs A-D to document that the classification and wage rate are prevailing in the area for your type of construction.

- A. As prime contractor I have surveyed the following contractors (in the area) and have found the classification of work at the following rates of pay and fringe benefits (where applicable):

Contractor/Location (City/State)	Base Rate	Fringe Benefits
_____	_____	_____
_____	_____	_____
_____	_____	_____

Proposed prevailing rate: _____ plus fringe benefit of _____

- B. I am currently under a labor agreement and this classification has a base rate of _____ and fringe benefit of _____, according to our contract.

Copy of contract enclosed _____; copy of union contract has been provided your office _____.

- C. I am not under a union agreement or the union agreement does not state the requested classification and rate proposed; however, the employee and/or his/her representative have agreed that this classification is prevailing and has the following prevailing base rate of _____ and fringe benefits of _____.

- D. Attached are signed statements from the Secretary of the Trade Association representing contractors (e.g., AGC, ABC) and the Secretary of the Building Trades Council having jurisdiction (representing Labor), stating the classification is prevailing and the prevailing minimum wage rate.

- ❖ Additional classifications needed for work not included within the scope of the classifications listed in the DOL wage determination may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5 (a)(1)(ii)).

Employee _____

(Signature of Prime Contractor)

(Signature of Employee)

Date: _____

Record of Employee Interview

U.S. Department of Housing and Urban Development Office of Labor Relations

OMB Approval No. 2501-0009
(exp. 10/31/2010)

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information is collected to ensure compliance with the Federal labor standards by recording interviews with construction workers. The information collected will assist HUD in the conduct of compliance monitoring; the information will be used to test the veracity of certified payroll reports submitted by the employer. **Sensitive Information.** The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity that could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained. **The information collected herein is voluntary, and any information provided shall be kept confidential.**

1a. Project Name		2a. Employee Name			
1b. Project Number		2b. Employee Phone Number (including area code)			
1c. Contractor or Subcontractor (Employer)		2c. Employee Home Address & Zip Code			
		2d. Verification of identification? Yes <input type="checkbox"/> No <input type="checkbox"/>			
3a. How long on this job?	3b. Last date on this job before today?	3c. No. of hours last day on this job?	4a. Hourly rate of pay?	4b. Fringe Benefits?	4c. Pay stub?
				Vacation Yes <input type="checkbox"/> No <input type="checkbox"/> Medical Yes <input type="checkbox"/> No <input type="checkbox"/> Pension Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
5. Your job classification(s) (list all) --- continue on a separate sheet if necessary					
6. Your duties					
7. Tools or equipment used					
8. Are you an apprentice or trainee?		Y N	10. Are you paid at least time and ½ for all hours worked in excess of 40 in a week?		Y N
<input type="checkbox"/> <input type="checkbox"/>			<input type="checkbox"/> <input type="checkbox"/>		
9. Are you paid for all hours worked?		Y N	11. Have you ever been threatened or coerced into giving up any part of your pay?		Y N
<input type="checkbox"/> <input type="checkbox"/>			<input type="checkbox"/> <input type="checkbox"/>		
12a. Employee Signature			12b. Date		
13. Duties observed by the Interviewer (Please be specific.)					
14. Remarks					
15a. Interviewer name (please print)		15b. Signature of Interviewer		15c. Date of interview	

Payroll Examination

16. Remarks	
17a. Signature of Payroll Examiner	17b. Date

CDBG Project In Kind Time Sheet

Grantee _____

CDBG # _____

In Kind Laborer Name _____ Last _____ First _____ M _____
 Week Ending _____

Type of Work Performed	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Total Hours	Wage Rate	Total Wages
	Date									
Bricklayer										
Carpenter										
Electrician										
Laborer										
Painter										
Plumber										
Truck Driver										
Backhoe Driver										
Other _____										
Other _____										
Other _____										
Total										

In Kind Laborer
Signature _____

Supervisor Signature

I hereby certify that the in kind labor did work to the equivalent of these wages

MINORITY BUSINESS CERTIFICATION FORM

Company Name

Mailing Address

Street Address

City State Zip Code

Telephone Number

Owner

Owner

Manager

Manager

Foreman

Number of Employees

Please check one:

- | | |
|------------------------------------|--------------------------------------|
| <input type="checkbox"/> 1 – 9 | <input type="checkbox"/> 10 – 24 |
| <input type="checkbox"/> 25 – 49 | <input type="checkbox"/> 50 – 99 |
| <input type="checkbox"/> 100 - 199 | <input type="checkbox"/> 200 & Above |

_____ Year Business Started														
_____ Tax ID														
Type of Organization (check one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation														
Certifying Agency Please check one: <input type="checkbox"/> SBA 8a <input type="checkbox"/> South Dakota DOT <input type="checkbox"/> BIA <input type="checkbox"/> IHS <input type="checkbox"/> Other (Please explain:)														
To become certified, please contact one of the above mentioned agencies. Addresses and phone numbers can be found on the back of the page.														
Minority Business Enterprises (MBE) Please check one: <table border="0"><tr><td><input type="checkbox"/> American Indian</td><td><input type="checkbox"/> Spanish-speaking Americans</td></tr><tr><td><input type="checkbox"/> Eskimo</td><td><input type="checkbox"/> Hasidic Jew</td></tr><tr><td><input type="checkbox"/> Aleut</td><td><input type="checkbox"/> Asian Pacific American</td></tr><tr><td><input type="checkbox"/> Black</td><td><input type="checkbox"/> Asian Indian</td></tr><tr><td><input type="checkbox"/> Puerto Rican</td><td></td></tr><tr><td><input type="checkbox"/> Women Business Enterprises (WBE)</td><td></td></tr><tr><td><input type="checkbox"/> Disadvantaged Business Enterprises (DBE)</td><td></td></tr></table>	<input type="checkbox"/> American Indian	<input type="checkbox"/> Spanish-speaking Americans	<input type="checkbox"/> Eskimo	<input type="checkbox"/> Hasidic Jew	<input type="checkbox"/> Aleut	<input type="checkbox"/> Asian Pacific American	<input type="checkbox"/> Black	<input type="checkbox"/> Asian Indian	<input type="checkbox"/> Puerto Rican		<input type="checkbox"/> Women Business Enterprises (WBE)		<input type="checkbox"/> Disadvantaged Business Enterprises (DBE)	
<input type="checkbox"/> American Indian	<input type="checkbox"/> Spanish-speaking Americans													
<input type="checkbox"/> Eskimo	<input type="checkbox"/> Hasidic Jew													
<input type="checkbox"/> Aleut	<input type="checkbox"/> Asian Pacific American													
<input type="checkbox"/> Black	<input type="checkbox"/> Asian Indian													
<input type="checkbox"/> Puerto Rican														
<input type="checkbox"/> Women Business Enterprises (WBE)														
<input type="checkbox"/> Disadvantaged Business Enterprises (DBE)														

I certify the above-mentioned information is true and correct to the best of my knowledge.

Subcontractor

Date

Acceptance of DBE/WBE Certification does not constitute GOED approval of certification.

Governor's Office of Economic Development
711 E. Wells Pierre, SD 57501 (605) 773-4633

CERTIFYING AGENCIES

Small Business Administration

8a Program
2329 N. Career Avenue #105
Sioux Falls, South Dakota 57107
605-330-4243

Department of Transportation

Civil Rights Office
700 Broadway
Pierre, South Dakota 57501
605-773-4906

Bureau of Indian Affairs

Contracting Officer
Federal Building, Room 309
Aberdeen, South Dakota 57401
605-226-7567

Indian Health Services

Contracting Officer
Federal Building, Room 309
Aberdeen, South Dakota 57401
605-226-7567

**SUPPLEMENTARY SPECIFICATIONS TO THE
STANDARD SPECIFICATIONS FOR ROADS AND
BRIDGES, 2015 EDITION**

FOR

**SD HIGHWAY 50 & 46
CHARLES MIX COUNTY
UTILITY REPLACEMENT PCN X06P**

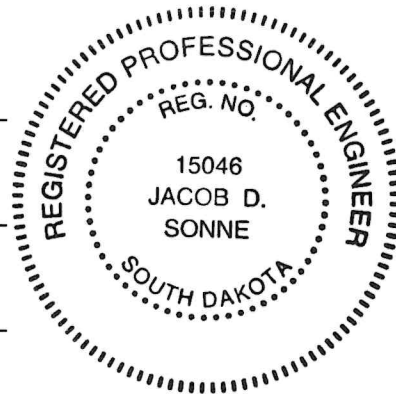
**WAGNER, SD
SPN #16395**

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of South Dakota.

By: *Jacob D. Sonne*
Jacob D. Sonne, P.E.

Registration Number: 15046

Date: 8-7-2024



2100 North Sanborn Boulevard
PO Box 398
Mitchell, SD 57301

SUPPLEMENTARY SPECIFICATIONS
TO THE STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES, 2015 EDITION
AS PUBLISHED BY THE
SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION

SD Highway 50 & 46
Charles Mix County
Utility Replacement PCN X06P

Wagner, South Dakota

1.01 INTRODUCTION

- A. These Supplementary Specifications amend or supplement the Standard Specifications for Roads and Bridges (2015 Edition) as published by the South Dakota Department of Transportation and shall be applicable to the above referenced project.
- B. All provisions which are not amended or supplemented hereinafter remain in full force and effect.

Table of Contents

SECTION 01 11 00 - SUMMARY OF WORK.....	5
SECTION 01 25 00 - SUBSTITUTIONS.....	11
SECTION 01 31 13 - PROJECT COORDINATION.....	13
SECTION 01 32 16 - PROGRESS SCHEDULES AND REPORTS.....	15
SECTION 01 32 23 - SURVEY AND LAYOUT DATA.....	17
SECTION 01 33 23 - SHOP DRAWINGS, PRODUCT DATA AND SAMPLES.....	19
SECTION 01 45 00 - QUALITY CONTROL.....	21
SECTION 01 55 26 - TRAFFIC CONTROL.....	23
SECTION 01 57 00 - TEMPORARY CONTROLS.....	29
SECTION 01 73 29 - CUTTING AND PATCHING.....	33
SECTION 01 77 00 - CLOSEOUT PROCEDURES.....	35
SECTION 10 14 26 - POST AND PANEL SIGNAGE.....	39
SECTION 31 23 16 - STRUCTURAL EXCAVATING, FILLING, AND GRADING.....	43
SECTION 31 23 33 - TRENCHING AND BACKFILLING.....	51
SECTION 31 41 00 - SHORING.....	59
SECTION 33 01 00 - EXISTING UNDERGROUND UTILITIES.....	61
SECTION 33 01 10.53 &10.58 – FLUSHING AND DISINFECTION OF WATER UTILITY PIPING.....	65
SECTION 33 01 12 - TESTING OF WATER UTILITIES.....	69
SECTION 33 05 09.33 - THRUST RESTRAINT FOR UTILITY PIPING.....	73
SECTION 33 05 61 - CONCRETE MANHOLES.....	77
SECTION 33 14 13 - WATER UTILITY DISTRIBUTION PIPING.....	83
SECTION 33 14 17 - WATER SERVICE LATERALS.....	97
SECTION 33 14 19 – VALVES FOR WATER UTILITY SERVICE.....	103
SECTION 33 14 19.50 – HYDRANTS FOR WATER UTILITY SERVICE.....	107
SECTION 33 31 00 - SANITARY SEWER PIPING.....	111
SECTION 33 31 25 - SANITARY SEWER TESTING.....	121
SECTION 33 31 30 - SANITARY SEWER CLEANING AND TELEVISIONING.....	127

This page is intentionally blank.

SECTION 01 11 00 - SUMMARY OF WORK

PART 1 GENERAL

1.01 GENERAL AND SUPPLEMENTARY CONDITIONS

- A. The General Provisions as set forth in the SD-DOT Standard Specifications for Roads and Bridges, 2015 Edition, as supplemented and amended shall apply to and govern the work of all persons engaged in the performance of the contract and shall form a part of the contract.

1.02 DEFINITIONS

- A. "Project Engineer," "Engineer," "Architect" - Schmucker, Paul, Nohr & Associates located at 2100 North Sanborn Blvd, Mitchell, South Dakota, with a mailing address of PO Box 398, Mitchell SD 57301; telephone number: (605) 996-7761.
- B. "Owner" or "City" – The City of Wagner, South Dakota, as represented by its proper authorities and with the mailing address of 60 Main Ave S, Wagner, SD 57380.
- C. "Written Notice" - Written notice or order shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm, or to an officer of the corporation for whom it is intended or if delivered at or sent by registered mail to the last known address of the addressee.

1.03 ARRANGEMENTS OF DETAILED SPECIFICATIONS AND DRAWINGS

- A. The detailed specifications arrangement is based upon the 2014 CSI format and incorporates the following Divisions:
 - 1. Division 010000 - General Requirements
 - 2. Division 31 00 00 – Earthwork
 - 3. Division 33 00 00 – Utilities
- B. The contract drawings or plans, which depict the contract work of the project and upon which the contract is based are those drawings or sheets listed on Sheet 1 of the drawings:

**SD Highway 50 & 46
Charles Mix County
Utility Replacement SPN #16395
Wagner, South Dakota**

- C. The drawings referred to above are supplemented by drawings bound in this book of specifications and by additional shop and dimension drawings to be prepared by the Contractor as set forth in the specifications.
- D. Division of Work as made by the contract drawings and specifications is for the purpose of specifying all work, which is required. There is no attempt to make complete classification according to trade or any agreements, which may exist between Contractors or groups of contractors and trade unions. Such division and classification of the work shall be the Contractor's responsibility.

1.04 LOCATION OF THE WORK

- A. The work under this contract is located in the vicinity of Wagner, South Dakota in Charles Mix County, South Dakota, on properties for which easements and/or title have been obtained by the Owner.

1.05 WORK COVERED BY CONTRACT DOCUMENTS

- A. The broad scope of the project covered under these contract documents includes, but is not limited to, the replacement and upgrades to the existing water and sewer utilities for the City of Wagner, South Dakota. The major elements associated with this project are provided in the plans.

1.06 CONTRACTS

- A. The work shall be performed under one schedule, as listed on the Bid Form: Utility Replacement SPN #16395.

1.07 WORK BY OTHERS

- A. Refer to the General and Supplementary Conditions.

1.08 SEQUENCE OF OPERATIONS

- A. The Contractor shall note that the Owner's existing water distribution and wastewater collection system must essentially remain in continuous operation. The Contractor is responsible for any temporary connections that are necessary to complete the work within the phasing of the highway surfacing project. Any additional work and materials to make temporary connections shall be considered incidental to the project.
- B. The Contractor must receive the approval of the Owner prior to any scheduled intermittent, partial or complete shut-down of the existing facilities.

1.09 CONTRACTOR'S RESPONSIBILITIES AND DUTIES

- A. General:
 - 1. Each Contractor must satisfy himself by personal examination of each site as to all local conditions affecting the performance of his contract. The Contractor is deemed to accept such conditions as found to exist.
 - 2. All construction activities shall be confined within the areas shown on the drawings. Construction easements, as needed, have been obtained by the Owner. If additional area is needed, it shall be the Contractor's responsibility to obtain said area.
 - 3. See the reference to "Existing Structures" as found in the applicable paragraphs of Division 1.
- B. Continuous Operation:
 - 1. The Contractor must receive the approval of the Owner prior to any scheduled intermittent, partial or complete shut-down of the existing facilities.
 - 2. Each Contractor shall note that the Owner must continue the operation of

the existing water distribution facilities.

3. Each Contractor shall schedule all required work so as to minimize the interruption of the continuous operation of the existing facilities and functions.
4. When it is necessary to take a certain portion of the existing facilities or systems out of service, the Contractor shall submit to the Engineer a description of the procedure and schedule of the work proposed. The schedule and procedure shall be reviewed and approved by the Engineer, and the Owner prior to commencement of these operations.
5. Under any emergency condition or where partial shutdown of the existing facilities is involved, the modifications and connections shall be pursued on a 24-hour-per-day basis and 7 days per week schedule to minimize disruption of service unless otherwise provided in the technical specifications. The Contractor shall provide at no additional cost to the Owner all temporary connections, parallel temporary lines or bypasses as may be required.
6. All materials shall be on the job and ready for installation for these items. All arrangements, measurements and planning shall be done in advance of taking existing facilities out of service.

C. Existing Underground Utilities:

1. Refer to Section 33 01 00 of the Specifications.

D. Existing Structures:

1. The requirements relating to existing structures shall be as per the General Conditions and as supplemented herein.
2. Each Contractor shall take complete field measurements affecting all existing construction, wiring, piping, and equipment in this contract, and he shall be solely responsible for proper fit between his work and existing structures and other equipment. He shall examine all work to which he will connect; and if any misalignment is found, he shall so arrange his work that the misalignment is corrected to the satisfaction of the Engineer.
3. Dimensions given on the drawings related to the existing structures are based on existing construction drawings, and it shall be the responsibility of the Contractor to verify the accuracy of these dimensions. Any discrepancies shall be brought to the attention of the Engineer prior to start of new construction.
4. Each Contractor will be held responsible for any damage to existing structures, work, materials, or equipment because of his operations and shall repair or replace any damaged structures, work, materials, or equipment to the satisfaction of, and at no additional cost to, the Owner.
5. Each Contractor shall be responsible for all damage to streets, roads, curbs, sidewalks, highways, shoulders, ditches, embankments, culverts,

bridges, or other public or private property, which may be caused by transporting equipment, materials, or men to or from work. The Contractor shall make satisfactory and acceptable arrangements with the agency having jurisdiction over the damaged property concerning its repair or replacement.

E. Unfavorable Construction Conditions:

1. During unfavorable weather, wet ground, or other unsuitable construction conditions, the Contractor shall confine his operations to work, which will not be affected adversely thereby. No portion of the work shall be constructed under conditions, which would affect adversely the quality efficiency thereof, unless special means or precautions are taken by the Contractor to perform the work in a proper and satisfactory manner.

F. Preservation of Monuments and Stakes:

1. In case of his destruction thereof, the Contractor will be charged with the expense of replacement and shall be responsible for any mistake or loss of time that may be caused. The Contractor shall furnish materials and assistance for the proper replacement of such monuments or bench marks.

G. Methods of Operation:

1. Each Contractor shall inform the Engineer in advance concerning his plans for carrying on each part of the work, but the contractor alone shall be responsible for the safety, adequacy, and efficiency of his plant, equipment, and methods.
2. Any method of work suggested by the Owner or Engineer, but not specified, shall be used at the risk and responsibility of the Contractor. The Engineer and Owner will assume no responsibility therefore.
3. Review by the Owner or Engineer of any plan or method of work proposed by the Contractor shall not relieve the Contractor of any responsibility therefor, and such review shall not be considered as an assumption of any risk or liability by the Owner, Engineer, or any officer, agent, or employee thereof. The Contractor shall have no claim on account of the failure or inefficiency of any plan or method so reviewed.

H. Conduct of Work:

1. Each Contractor shall observe that the Owner reserves the right to do other work in connection with the project or adjacent thereto by contract or otherwise, and he shall at all times conduct his work so as to impose no hardship on the Owner or others engaged in the work, nor cause any unreasonable delay or hindrance thereto.
2. Each Contractor shall be responsible to others engaged in the work or work adjacent thereto for all damage or injury to work, to persons or property, or for loss caused by failure to finish the work within the specified time for completion. He shall adjust, correct, and coordinate his work with

the work of others so that no discrepancies shall result in the whole work.

3. The work of this contract includes the furnishing and necessary installation of all tools, machinery, scaffolds, false work, forms and centers for the execution of the work, except as may be otherwise specified. Equipment provided shall be adequate. The Contractor shall obtain all necessary measurements for the work and shall check dimensions, levels, and construction and layout and supervise the construction for correctness of all of which he shall be responsible.
4. Where work of one trade joins to, or is on other work, there shall be no discrepancy when the work is completed. The Contractor must anticipate relation of all parts of the work, and at the proper time provide and set required anchors and blocking. Anchors, blocking, sleeves, and inserts necessary for each trade shall be a part of same except where stated otherwise. Assistance required by the Engineer in obtaining measurements or information on the work shall be furnished accurately and fully by the Contractor without additional cost to the Owner.
5. The work of this contract includes the furnishing and necessary operation of all tools and machinery for the execution of the work, except as may be otherwise specified. Equipment provided shall be in good condition and adequate for the work performed. The Contractor shall obtain all necessary measurements for the work, and shall check dimensions, levels, and construction layout. The Contractor shall supervise the construction for correctness of all work, which he/she shall be responsible.

1.10 PARTIAL OWNER OCCUPANCY

- A. It is anticipated that portions of the facilities will be in operation before final construction is completed. The Owner, therefore, reserves the right to operate the installed equipment following startup. This continued operation shall in no way indicate final acceptance prior to completion of the project.

1.11 PERMITS AND REGULATIONS

- A. The provisions of the Storm Water Discharge Permit and Temporary Dewatering Permit issued by the SD DANR to the City of Wagner, South Dakota, in compliance with the provisions of the South Dakota Water Pollution Control Act and administrative rules of the State of South Dakota shall apply to all portions of the work.
- B. The provisions of the Contractor Authorization Form for Coverage under the SWD General Permit for Stormwater Discharges Associated with Construction Activities issued by the SD DANR is required by each Contractor and Subcontractor who is responsible for erosion and sediment control measures or is involved in earthwork.
- C. A copy of the required permits is on file with the Finance Officer of the City of Wagner, SD. A copy of the permits may be obtained by submitting a written request to the above referenced office. Easements obtained to complete the work shall be provided at the request of the Contractor.

* * * END OF SECTION * * *

SECTION 01 25 00 - SUBSTITUTIONS

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The General Provisions as set forth in the SD-DOT Standard Specifications for Roads and Bridges, 2015 Edition, as supplemented and amended shall apply to and govern the work of all persons engaged in the performance of the contract and shall form a part of the contract.

1.02 SCOPE

- A. This section provides a description of the general requirements for the submission, review, and acceptance of substitute items of material and equipment.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL

- A. The procedures for requesting and reviewing substitute items of material and equipment shall be as required by the Instructions to Bidders, General Conditions and as supplemented herein.
- B. The Contractor shall be responsible for all costs that will result directly and indirectly from the acceptance of the substitute.

* * * END OF SECTION * * *

SECTION 01 31 13 - PROJECT COORDINATION

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The General Provisions as set forth in the SD-DOT Standard Specifications for Roads and Bridges, 2015 Edition, as supplemented and amended shall apply to and govern the work of all persons engaged in the performance of the contract and shall form a part of the contract.
- B. Related requirements specified elsewhere.
 - 1. Summary of Work - Section 01 11 00
 - 2. Progress Schedules and Reports - Section 01 32 16.
 - 3. Cutting and Patching - Section 01 73 29

1.02 SCOPE AND DESCRIPTION

- A. This section describes the general coordination required between each of the Contractors and the Owner. This section is not intended to cover every item or aspect of the necessary coordination.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL

- A. All Contractors or subcontractors working on specific portions of the project shall schedule and conduct their Work as not to impede unnecessarily any Work being done by others on or adjacent to his Work.
- B. Each Contractor and Subcontractor shall be responsible for coordinating his Work with the appropriate representative of the Owner to avoid or minimize any interruption of the functions and facilities of said agency.

3.02 SITE WORK COORDINATION

- A. The location of all facilities, structures, piping and related appurtenances, both temporary and final shall be coordinated among Contractors, the Owner, and the Engineer.
- B. It shall be the responsibility of each Contractor to initiate the procedures necessary to coordinate his work with that of other Contractors and the Owner.
- C. Contractors completing initial Work shall temporarily cap piping and mark the location of all buried piping to facilitate completion of final Work.

PART 4 MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

- A. Coordination is considered incidental Work with no separate measurement to be made.

4.02 BASIS OF PAYMENT

- A. Coordination is considered incidental Work with no separate payment to be made.

* * * END OF SECTION * * *

SECTION 01 32 16 - PROGRESS SCHEDULES AND REPORTS

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The General Provisions as set forth in the SD-DOT Standard Specifications for Roads and Bridges, 2015 Edition, as supplemented and amended shall apply to and govern the work of all persons engaged in the performance of the contract and shall form a part of the contract.
- B. Related documents specified elsewhere:
 - 1. Coordination: Section 01 31 13
 - 2. Cutting and Patching: Section 01 73 29

1.02 DESCRIPTION OF WORK

- A. This section is intended to provide a description of the general requirements for the preparation and submittal of:
 - 1. A list of proposed subcontractors and suppliers
 - 2. A proposed construction schedule
 - 3. Monthly progress reports

PART 2 PRODUCTS - None

PART 3 EXECUTION

3.01 LIST OF SUBCONTRACTORS AND SUPPLIERS

- A. In any event, the Contractor shall submit, prior to moving on the site, a complete list of all subcontractors and suppliers with whom he proposes to contract. The list shall be in addition to the list submitted as part of the proposal and, in accordance with Paragraph A, above shall be divided into sections corresponding to the specification divisions and shall state name, address, and telephone numbers together with work or items to be furnished.
- B. This list is subject to approval of the Engineer and Owner. After approval is given, the list cannot be revised without written approval. This approval does not relieve the Contractor of responsibility for compliance with specified requirements.

3.02 SCHEDULE OF OPERATIONS

- A. Refer to the requirements of the General Conditions.
- B. If conditions beyond the control of the Contractor justify and an extension of time is approved, the Contractor shall revise the construction schedule in accordance with the approved extensions.

3.03 MONTHLY PROGRESS REPORTS

- A. The Contractor shall submit a written initial construction schedule detailing all aspects of the work.
- B. All adjustments to the completion dates must be approved by the Owner and Engineer through the use of a Change Order(s).
- C. Revisions to the initial construction schedule as anticipated by the Contractor shall be adjusted weekly and submitted to the Engineer.

PART 4 MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

- A. Progress schedules and reports are considered incidental Work with no separate measurement to be made.

4.02 BASIS OF PAYMENT

- A. Progress schedules and reports are considered incidental Work with no separate payment to be made.

* * * END OF SECTION * * *

SECTION 01 32 23 - SURVEY AND LAYOUT DATA

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The General Provisions as set forth in the SD-DOT Standard Specifications for Roads and Bridges, 2015 Edition, as supplemented and amended shall apply to and govern the work of all persons engaged in the performance of the contract and shall form a part of the contract.

1.02 GENERAL

- A. Topography and profiles showing existing ground elevations and features were obtained by topographic survey.
- B. The Engineer will furnish construction staking to prosecute the Work as described below. The Contractor shall make timely demands of the Engineer for such staking. The Contractor shall provide advance written notice of not less than five working days for setting stakes.
 - 1. Stakes showing line and grade, where required, will be furnished by the Engineer for construction of the water main and sanitary sewer main. Stakes will be furnished at an offset as agreed to by the Contractor, at all changes in grade, at all structures, and at intervals of not less than 50 feet.
 - 2. The contractor shall be responsible for transferring from benchmarks, grade and line stakes all distances and elevations necessary for the execution of the work.
 - 3. The Contractor may request additional staking at the Pre-Construction Conference. Should the Contractor request the setting of stakes in excess of those described above, after the Pre-Construction Conference, the Contractor shall be responsible for the extra cost, which will be prorated on the basis of the total number of stakes set.
- C. The Contractor shall preserve all construction stakes, reference points, and other survey points. In case of their loss or destruction, the Contractor shall be liable for and charged with the cost of their replacement and of any expense resulting from their loss or disturbance. Such surveys shall constitute instruction from the Engineer, and the Contractor shall not proceed with the Work until construction stakes have been provided.
- D. Should the Owner's representative be required to reset construction stakes, the cost for such resetting will be at the then current per diem rates. The charges for such Work will be deducted from the progress payments for the Contractor for the month in which the surveying Work is done by the Owner and thereon paid to the Owner's representative.

* * * END OF SECTION * * *

SECTION 01 33 23 - SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The General Provisions as set forth in the SD-DOT Standard Specifications for Roads and Bridges, 2015 Edition, as supplemented and amended shall apply to and govern the work of all persons engaged in the performance of the contract and shall form a part of the contract.

1.02 SCOPE

- A. This Section covers the submission, review and distribution requirements of shop drawings, product data and samples.

PART 2 PRODUCTS

2.01 SHOP DRAWINGS

- A. The shop drawings submitted for review shall contain at a minimum all information as required by the General Conditions and as hereinafter required:
 - 1. Additional information as specified in the individual technical specifications.
 - 2. All shop drawings and materials shall be identified by reference to specification section and/or drawing detail number.
 - 3. Minimum drawing size shall be 8-1/2" x 11".

2.02 PRODUCT DATA

- A. Manufacturer's standard schematic drawings shall be identified by reference to Section number and modified to delete information, which is not applicable to the Work. Standard information shall be supplemented to provide additional information applicable to the Work.
- B. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data that are submitted for review shall be clearly marked to identify pertinent materials, products or models, show dimensions and clearances required, show performance characteristics and capacities, and show wiring diagrams and controls.

2.03 SAMPLES

- A. All samples submitted for review shall be identified by reference to section number.

PART 3 EXECUTION

3.01 SHOP DRAWING AND PRODUCT DATA

- A. The review and submittal process for shop drawings and product data shall be in accordance with the requirements of the General Conditions:
- B. The Contractor shall submit shop drawings in digital PDF format for review by the Engineer. Shop drawings will be returned digitally.
- C. All shop drawings shall be submitted through the prime Contractor and be accompanied by a letter of transmittal. The prime Contractor shall approve all shop drawings before transmitting them for approval.
- D. All shop drawings shall be submitted and approved prior to installation with no exceptions.
- E. Engineer shall return digital copies to the Contractor with instructions for further action. All resubmittals of shop drawings shall be in accordance with 3.01 A through D.

3.02 SAMPLES

- A. Submit a minimum of two (2) samples of materials, finishes, colors, etc., as identified in the technical specifications for review.
- B. If the Contractor requires more than one (1) sample of material to be returned, additional samples shall be submitted.

PART 4 MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

- A. Shop drawings, product data and samples are considered incidental Work with no separate measurement to be made.

4.02 BASIS OF PAYMENT

- A. Shop drawings, product data and samples are considered incidental Work with no separate payment to be made.

* * * END OF SECTION * * *

SECTION 01 45 00 - QUALITY CONTROL

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The General Provisions as set forth in the SD-DOT Standard Specifications for Roads and Bridges, 2015 Edition, as supplemented and amended shall apply to and govern the work of all persons engaged in the performance of the contract and shall form a part of the contract.
- B. Specific requirements are also presented in the detailed sections of these specifications.

1.02 SCOPE

- A. This Section is intended to describe the Contractor's responsibilities regarding quality control.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 TESTING LABORATORY SERVICES

- A. The Contractor shall provide all necessary laboratory certification testing for all materials prior to delivery to the job site.
- B. The Owner's Engineer will provide all the necessary field-testing services for soils, granular materials and concrete.
- C. The Contractor shall provide all necessary field testing for asphalt materials.
- D. The Contractor shall submit reports and certificates of all inspections and tests in digital format to the Engineer. The reports and certificates shall become the property of the Owner.
- E. The Contractor shall furnish all sample materials required for these tests and shall deliver same to the testing laboratory or other designated agency when and where directed by them.
- F. Any additional tests necessary beyond these required under this specification may be ordered by the Engineer to settle disagreements with the Contractor regarding quality of work done. If the Work is defective, the Contractor shall pay all costs of the extra tests and shall correct the Work. If Work is satisfactory, Owner will pay for extra tests.

3.02 FACTORY TESTS

- A. Factory tests of mechanical and electrical equipment relative to performance, capacity, rating, efficiency, function, or special requirements shall be conducted in the factory or shop for each item when this type of test is specified and/or required by the Engineer. These tests shall be performed in accordance with

applicable standards and test codes.

- B. Factory tests shall be set up and accomplished by the equipment manufacturer who shall provide all shop space, tools, equipment, instruments, personnel, and other facilities required for the satisfactory completion of each test.
- C. Factory tests may be witnessed by representatives of the Owner and such witnessing, unless otherwise specified in the technical specifications, will be paid for by the Owner.
- D. Where factory tests are required or specified for process equipment under other headings of this specification, reports of the test results shall be submitted to the Engineer for review prior to shipment of the equipment.

3.03 FIELD TESTS

- A. Refer to the General Conditions, Supplementary Conditions, and the Technical Specifications.

PART 4 MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

- A. Quality control is considered incidental Work with no separate measurement to be made.

4.02 BASIS OF PAYMENT

- A. Quality control is considered incidental Work with no separate payment to be made.

* * * END OF SECTION * * *

SECTION 01 55 26 - TRAFFIC CONTROL

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The General Provisions as set forth in the SD-DOT Standard Specifications for Roads and Bridges, 2015 Edition, as supplemented and amended shall apply to and govern the work of all persons engaged in the performance of the contract and shall form a part of the contract.

1.02 SCOPE

- A. This Section describes the Contractor's responsibilities for controlling vehicular and pedestrian traffic in and around the construction sites.

PART 2 PRODUCTS – See Standard Plates Attached

PART 3 EXECUTION

3.01 GENERAL

- A. Traffic shall be maintained in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).
- B. Flagger(s) will be required where work activity and/or equipment encroach into a lane open to traffic.
- C. Removing, relocating, covering, salvaging and resetting of permanent traffic control devices, including delineation, shall be the responsibility of the Contractor. The cost of this work shall be incidental to the various contract bid items unless otherwise specified in the plans. Any delineators and signs damaged or lost shall be replaced by the Contractor at no cost to the City or State.
- D. Non-applicable traffic control devices shall be removed and stored as near as possible to the right-of-way line.
- E. Storage of vehicles and equipment shall be as near the right-of-way as possible. Contractor's employees should mobilize at a location off the right-of-way and arrive at the work sites in a minimum number of vehicles necessary to perform the work. Indiscriminate driving and parking of vehicles within the right-of-way will not be permitted. Any damage to the vegetation, surfacing, embankment, delineators and existing signs resulting from such indiscriminate use shall be repaired and/or restored by the Contractor, at no expense to the City or State, and to the satisfaction of the Engineer.
- F. The Contractor shall designate an employee whose responsibility is the maintenance of traffic, 24 hours a day and 7 days a week. The person so designated must have training and experience in the field of construction traffic control and be knowledgeable about the Manual on Uniform Traffic Control Devices (MUTCD). The cost of the traffic control person shall be incidental to the contract. The employee selected must be approved by the Engineer. The name, phone number, and location of person(s) shall be provided to the County Sheriff's

Department and the local City Police Department.

- G. Traffic control devices shall meet the crashworthy requirements of the National Cooperative Highway Research Program Report 350 (NCHRP 350) for Category III. Category III traffic control devices include barriers or other fixed or high mass devices, including portable sign trailers.
- H. Portable Sign Trailers must be crash tested and have received an acceptance letter from the Federal Highway Administration (FHWA).
- I. It shall be the responsibility of the Contractor to ensure that all devices meet the applicable NCHRP 350 requirements.
- J. All traffic control channelizing devices such as barricades, vertical panels, detour (M4-8, M4-9, or M4-10 series) signs, reflectorized drums, cones, and tubular markers shall be sheeted with micro-cube corner prismatic material. Orange colored material shall be fluorescent.
- K. Work activities during non-daylight hours are subject to prior approval.

3.02 BARRICADES, WARNINGS, AND SIGNS

- A. The Contractor, in advance of closing any street or causing any obstruction to traffic or of undertaking any operation which may interfere with pedestrian or vehicular traffic, shall provide, erect, and maintain necessary and effective barricades, warning signs, danger signals, lights, and other traffic control devices. The Contractor shall also take all necessary precautions for the protection of the work and the safety of the public.
- B. All construction signing for work on or immediately adjacent to the right-of-way of all state and federal highways and public streets, shall conform to the requirements as presented in the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways.
- C. The barricades shall be neat in appearance, firmly constructed of good lumber or metal and gilded with a reflective surface to be visible at night. The barricade coating shall be renewed as often as necessary to keep the barricade entirely visible. Barricades in a poor state of repair shall be replaced.
- D. The warning and detour signs shall be neat in appearance, well-constructed and firmly attached to a barricade or supporting member. The signs shall be reflectorized by means of paint, tape, or buttons.
- E. The Contractor shall furnish, place, and maintain warning lanterns, torches, flares, electric lights or electric flashers placed in front of and around all excavations, obstructions or construction areas so as to clearly define such areas to both drivers of vehicles and pedestrians. All-night illumination warning devices shall be kept in operation from sunset to sunrise.
- F. Barricades, warning signs, detour signs, and danger signals, wherever practicable, shall be placed within 5 to 10 feet of the excavation or obstruction and so placed that headlight beams of approaching vehicles will strike the barricades and reflecting devices head on. All aforementioned safeguards shall be moved, changed, increased, or removed as required during the progress of the work to

meet changing conditions.

3.03 HAUL ROUTES

- A. The use of public roadways by the Contractor, his subcontractors, and his suppliers to transport equipment and other materials to and from the job site shall be in compliance with applicable State and County highway requirements, including seasonal legal load and speed limits.
- B. The Contractor shall be responsible for contacting the appropriate officials for definition of seasons, specific limitations, and specific haul routes.

PART 4 MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

- A. Measurement for furnishing, erecting, installing, and maintaining barricades, warning signs or other safety devices or for their subsequent removal, or for flag persons or any other incidentals necessary for the proper direction, safety, and convenience of vehicular and/or pedestrian traffic during construction as this work shall be incidental to work being performed.

4.02 BASIS OF PAYMENT

- A. Payment for furnishing, erecting, installing, and maintaining barricades, warning signs or other safety devices or for their subsequent removal, or for flag persons or any other incidentals necessary for the proper direction, safety, and convenience of vehicular and/or pedestrian traffic during construction as this work shall be incidental to work performed.

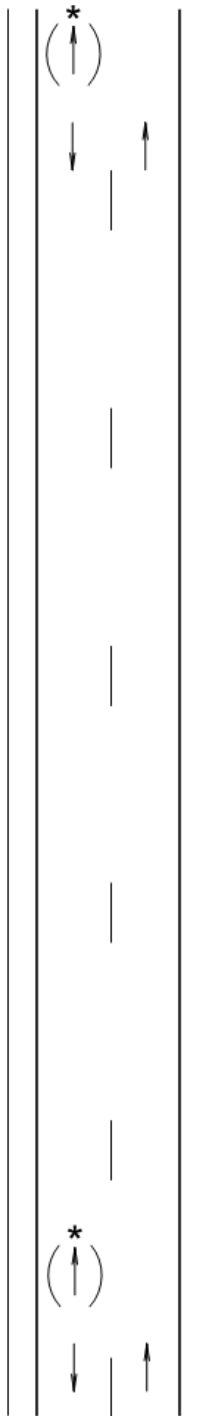
The signs illustrated are not required if the work space is behind a barrier, more than 2 feet behind the curb, or 15 feet or more from the edge of any roadway.

The signs illustrated will be used where there are distracting situations; such as: vehicles parked on shoulder, vehicles accessing the work site via the highway, and equipment traveling on or crossing the roadway to perform work operations.

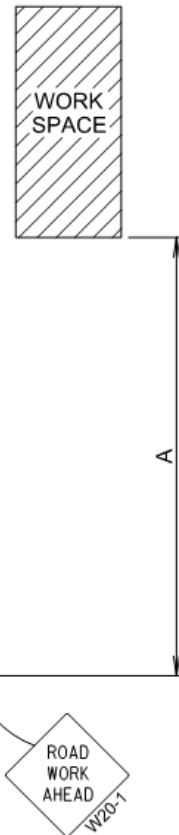
The ROAD WORK AHEAD sign may be replaced with other appropriate signs, such as the SHOULDER WORK sign. The SHOULDER WORK sign may be used for work adjacent to the shoulder.

* If the work space is on a divided highway, an advance warning sign should also be placed on the left side of the directional roadway.

For short term, short duration, or mobile operations, all signs and channelizing devices may be eliminated if a vehicle with an activated flashing or revolving yellow light is used.



Posted Speed Prior to Work (M.P.H.)	Spacing of Advance Warning Signs (Feet) (A)
0 - 30	200
35 - 40	350
45 - 50	500
55	750
60 - 80	1000



January 22, 2021

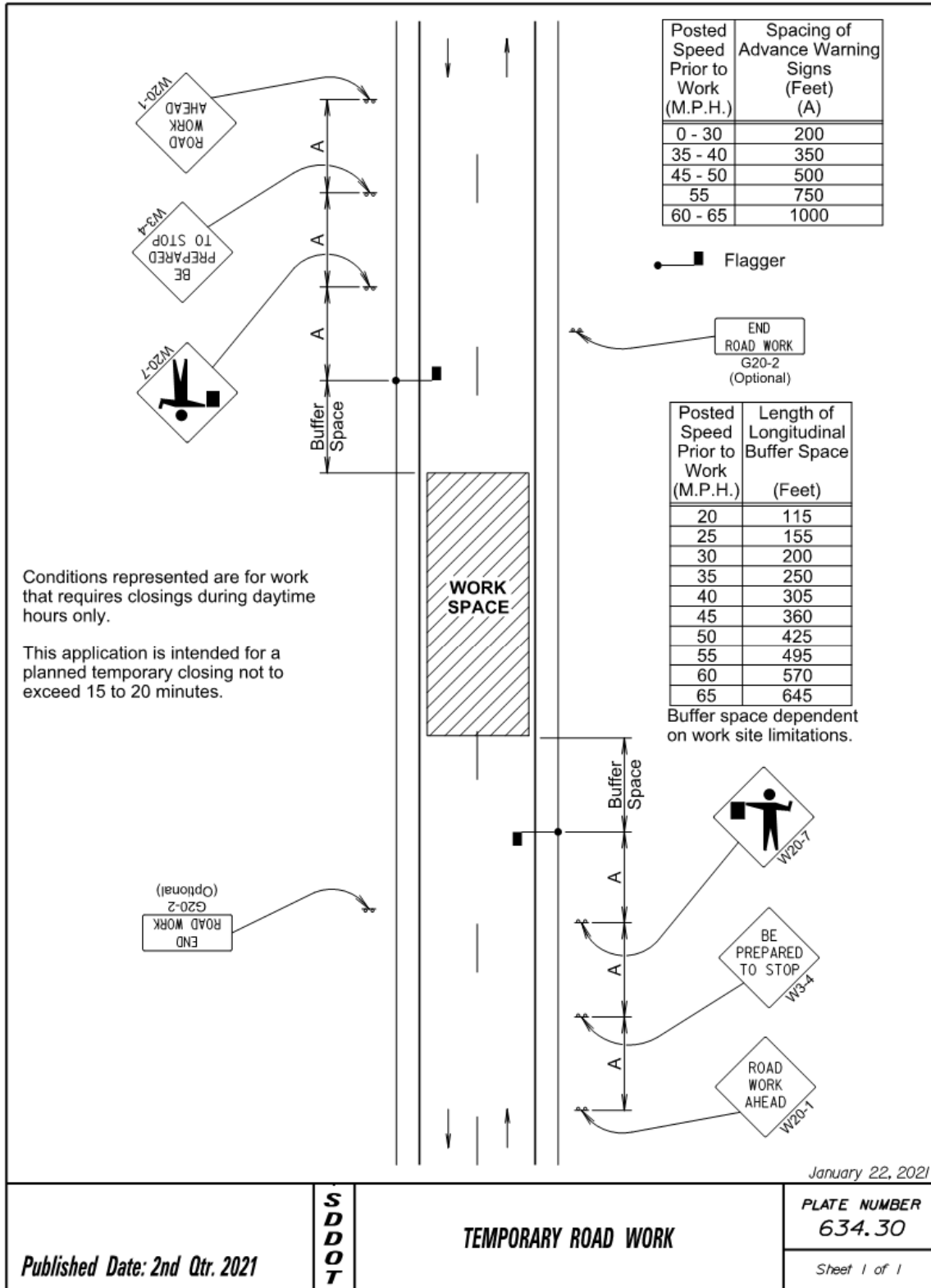
Published Date: 2nd Qtr. 2021

**S
D
D
O
T**

WORK BEYOND THE SHOULDER

PLATE NUMBER
634.01

Sheet 1 of 1



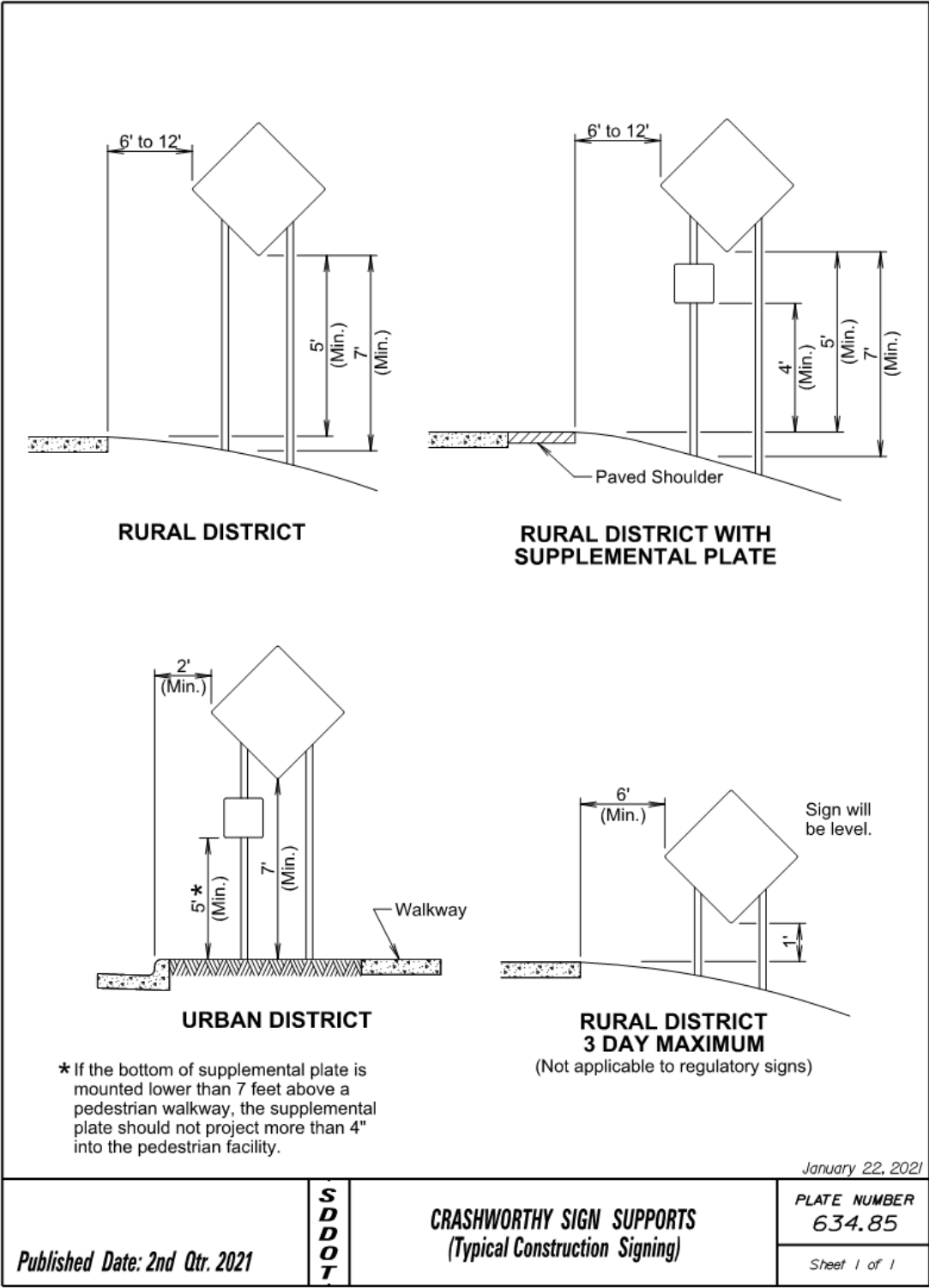
Published Date: 2nd Qtr. 2021

**S
D
D
O
T**

TEMPORARY ROAD WORK

PLATE NUMBER
634.30

Sheet 1 of 1



*** END OF SECTION ***

SECTION 01 57 00 - TEMPORARY CONTROLS

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The General Provisions as set forth in the SD-DOT Standard Specifications for Roads and Bridges, 2015 Edition, as supplemented and amended shall apply to and govern the work of all persons engaged in the performance of the contract and shall form a part of the contract.

1.02 SCOPE

- A. This section is intended to describe the temporary controls to be provided by the Contractor.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL

- A. The Contractor shall be responsible for maintaining the site and environment at an acceptable standard throughout the duration of the project.

3.02 NOISE CONTROL

- A. Each Contractor shall maintain all equipment, particularly the muffling systems on internal combustion engines, so that acceptable noise levels are not exceeded. Each Contractor shall make every effort to locate noise-producing equipment in areas where the sound will be least offensive. Sound barriers are to be provided if needed.

3.03 DUST CONTROL

- A. Each Contractor will provide dust control operations at the time, location, and in such manner that will prevent, or at least minimize, the production of dust in a harmful or annoying amount. Water or dust preventative shall be used for dust control as required.

3.04 WATER CONTROL

- A. Each Contractor shall make the appropriate provisions for the proper drainage of the site. Standing pools of surface water and excavations shall be drained as soon as practical. Disposal of said water shall be in accordance with all applicable local, state, and federal laws and regulations.
- B. Flushing water or water pumped from dewatering of various elements of the Work which may be necessary during construction shall be conducted by temporary pipelines or wood or metal flumes away from the work area to natural drainageways. Flushing or drainage shall not be conducted in such a manner as to cause erosion or flooding of adjacent land not owned or controlled by the Owner, except by special permission in writing by the Owner and affected

landowner.

- C. The Contractor shall assure that water discharged to any location during construction does not damage the natural environment or wildlife. The Contractor shall be responsible for any environmental damage which results from his activities.
- D. The Contractor shall obtain a General Dewatering Permit from the South Dakota Department of Agriculture and Natural Resources for any discharge from dewatering, disinfection or pressure testing that could reach waters of the state. To obtain information on the general dewatering permit, contact DANR at (605) 773-3351.

3.05 EROSION AND SEDIMENT CONTROL

- A. Each Contractor shall be responsible for taking such measures as may be appropriate for the control of erosion and sediment from the project site. Such measures may include but are not limited to the following temporary and permanent measures:
 - 1. Topsoil should be removed and stockpiled for later use whenever possible before grading begins.
 - 2. The exposure of the soil should be minimized in both terms of area and time.
 - 3. Use temporary vegetation to protect cleared, graded, or disturbed areas that will otherwise be exposed to erosion for prolonged periods before the permanent vegetation and landscaping can be established. Apply needed ground cover on exposed areas within 15 days of exposure except on those sites where construction will begin within 30 days. If construction plans are suspended, areas should be seeded or mulched without delay. When it is not practical to plant temporary vegetation, spread mulch materials (such as grain straw) on the soil surface to provide desired protection.
 - 4. Natural vegetation should be retained whenever feasible.
 - 5. Appropriate structural or agronomic practices to control runoff and sedimentation should be provided during and after construction.
 - 6. Early completion of stabilized drainage system (temporary and permanent systems) will substantially reduce erosion potential.
 - 7. Roadways and parking lots should be paved or otherwise stabilized as soon as feasible.
 - 8. Clearing and grading should not be started until a firm construction schedule is known and can be effectively coordinated with the grading and clearing activity.

PART 4 MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

- A. Temporary controls are considered incidental Work with no separate measurement to be made unless specifically listed in the Bid Form.
- B. When listed in the Bid Form the items will be measured in accordance with the units provided in the Bid Form.

4.02 BASIS OF PAYMENT

- A. Temporary controls are considered incidental Work with no separate payment to be made unless specifically listed in the Bid Form.
- B. When listed in the Bid Form the items will be paid at the unit prices provided in the Bid Form.

* * * END OF SECTION * * *

SECTION 01 73 29 - CUTTING AND PATCHING

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The General Provisions as set forth in the SD-DOT Standard Specifications for Roads and Bridges, 2015 Edition, as supplemented and amended shall apply to and govern the work of all persons engaged in the performance of the contract and shall form a part of the contract.
- B. Related requirements specified elsewhere:
 - 1. Summary of Work - Section 01 11 00.
 - 2. Project Coordination - Section 01 31 13.

1.02 SCOPE AND DESCRIPTION

- A. This section describes the necessary coordination, materials and labor associated with cutting and patching of completed Work or connection of specified Work to existing facilities.

1.03 SUBMITTALS

- A. Prior to cutting which may affect the structural integrity of any structure, facility or portion of the project, or Work of another Contractor, or completed Work or existing facilities, the Contractor shall submit written notice to the Engineer requesting consent to proceed with the cutting. The notice shall designate the location, date and time the Work will be exposed for observation, and cutting will be initiated and completed.

PART 2 PRODUCTS

2.01 MATERIALS

- A. All materials for cutting and patching shall comply with the Specifications for the type of Work to be done.

PART 3 EXECUTION

3.01 GENERAL

- A. Cutting (including excavating), fitting or patching of Work shall be executed as required to:
 - 1. Uncover Work to provide for installation of ill-timed Work.
 - 2. Remove and replace defective Work
 - 3. Install and properly fit specified Work in existing construction, facilities, or structures.
 - 4. Remove and replace Work not conforming to requirements of Contract-Legal Documents, Specifications, or Drawings.

- 5. Remove samples of installed Work as specified for testing.
- B. The Work of another Contractor, Work already completed, or existing facilities shall not be cut without the consent of the Engineer.

3.02 INSPECTION

- A. Representatives of the Contractor, Owner, and Engineer shall, before starting Work on that portion of the project, inspect and record the existing conditions of Work, including elements subject to movement or damage during:
 - 1. Cutting and patching
 - 2. Excavating and backfilling
- B. After uncovering the Work, the Contractor and Engineer shall inspect Work and note all conditions affecting installation of new products.

3.03 PREPARATION

- A. The Contractor shall be responsible for providing shoring, backing and support as required to maintain structural integrity of the Work, protect other work, and provide protection from the elements.

3.04 PERFORMANCE

- A. The fitting and adjustment of products and material shall be executed to provide a finished installation that will comply with specified tolerances and finishes.
- B. All cutting and demolition shall be executed by methods that will prevent damage to other Work, and will provide the proper surfaces to receive installation of repairs and new Work.

PART 4 MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

- A. Cutting and patching is considered incidental Work with no separate measurement to be made.

4.02 BASIS OF PAYMENT

- A. The cost of cutting and patching to complete Work as specified and shown on the Drawings shall not be measured and paid directly but shall be considered incidental to the project as bid.

* * * END OF SECTION * * *

SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The General Provisions as set forth in the SD-DOT Standard Specifications for Roads and Bridges, 2015 Edition, as supplemented and amended shall apply to and govern the work of all persons engaged in the performance of the contract and shall form a part of the contract.

1.02 SCOPE

- A. This Section is intended to describe the procedures and Contractor's responsibilities for substantial and final completion of the Work and final closeout of the Project.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CLEANUP

- A. The requirements shall conform to the General Conditions and as supplemented herein.
- B. The Contractor shall leave the site clean and ready for occupancy by the Owner. Early acceptance of process equipment shall not waive cleanup prior to final acceptance.
- C. Flushing water or water pumped from dewatering of various elements of the Work which may be necessary during construction shall be conducted by temporary pipelines or wood or metal flumes away from the work area to natural drainage ways. Flushing or drainage shall not be conducted in such a manner as to cause erosion or flooding of adjacent land not owned or controlled by the Owner, except by special permission in writing by the Owner and affected landowner.
- D. The Contractor shall assure that water discharged to any location during construction does not damage the natural environment or wildlife. The Contractor shall be responsible for any environmental damage that results from his activities.
- E. Each Contractor shall provide cleaning of all surfaces, systems, and fixtures, including removal of labels, tags, grease, oil, dirt stains, etc., prior to final acceptance of the work.

3.02 PROJECT RECORDS

- A. All documents shall be filed in a neat, orderly manner, which allows ready access and inspection.
- B. All documents shall be available to Engineer and shall be delivered to him for the

Owner upon completion of the project. Quality and completeness of all drawings and records must be such that the Engineer may accurately transfer the information to a complete set of drawings of construction records.

3.03 FINAL INSPECTION

- A. After the cleaning up of the work, premises, manholes, and all other areas and structures connected with the performance of the contract, the work as a whole shall be inspected by the Engineer, and any workmanship or materials found not meeting the requirements of the specifications shall be removed by and at the expense of the Contractor and good and satisfactory workmanship or material substituted therefore. All settlement, defects, or damage upon any part of the work shall be remedied and made good by the Contractor.
- B. The Contractor shall submit written requests to the Owner for final inspections for all or any portion of the Project if acceptable to the Owner.
- C. The final inspection shall be scheduled at times such that the Engineer, Contractor, Owner, representatives of all applicable governing agencies and the Resident Project Representative shall have an opportunity to be in attendance.
- D. Any costs and expenses incurred by the Engineer or Resident Project Representative in conducting additional inspections due to the Contractor's knowingly misrepresenting the project or any portion thereof as being ready for final inspection shall be compensated for by the Contractor prior to final payment.
- E. Any deficiencies identified after the final inspection and acceptance, such as backfill settlement, shall be considered after the fact and shall be recognized as maintenance under the Contractor's maintenance requirements.
- F. Refer also to the General Conditions and Supplementary Conditions for the procedures covering requests for final inspection, application for payments, etc.

3.04 GUARANTEE

- A. Refer to the Contract Documents, General Conditions, and Supplementary Conditions.
- B. Guarantee on equipment placed into operation prior to final acceptance shall start from the date of written acceptance by the Engineer and Owner.
- C. The Contractor shall be responsible for any and all damage claims filed with or court actions brought against the Owner for an on account of any damage(s) directly or indirectly caused by said backfill settlement or erosion.
- D. The Contractor shall make or cause to be made all necessary backfill replacement and repairs or replacement appurtenant thereto, within seven (7) days from and after due notification by the Owner or Engineer of backfill settlement or erosion and resulting damage at any designated location(s). Such replacements and repairs shall be made immediately upon due notification by the Engineer or Owner if the settlement or erosion is of a nature to endanger life or property.
- E. It is understood the repairs, due to faulty workmanship or materials, shall be

covered by the Performance and Maintenance Bond. However, a break in the pipeline shall be deemed an emergency and must be repaired immediately. The Contractor, prior to leaving the project, shall have an understanding and agreement by signed letter or appropriate entry in the Owner's minutes as to the procedure for making said emergency repairs and notification to the Contractor.

3.05 LIENS

- A. Refer to the General Conditions, Supplementary Conditions, and Specific Project Requirements.
- B. Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract, or receipts in lieu thereof; and, if required in either case, an affidavit that so far as he has knowledge or information, the releases and receipts include all the labor and materials for which a lien can be filed. But Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner to indemnify the Owner against any claim by lien or otherwise. If any lien and/or claim remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien and/or claim, including all costs and attorney's fees.

PART 4 MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

- A. All costs incurred by the contractor for the execution of the Work specified herein are considered incidental Work with no separate measurement made.

4.02 BASIS OF PAYMENT

- A. All costs incurred by the contractor for the execution of the Work specified herein are considered incidental Work with no separate payment made.

* * * END OF SECTION * * *

SECTION 10 14 26 - POST AND PANEL SIGNAGE

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the Contract including General and Supplementary Conditions shall apply to Work covered in this section.

1.02 DESCRIPTION OF WORK

- A. This Section includes all labor, material, equipment and services necessary to furnish and install the sign called for on the plans and in these specifications.

1.03 SUBMITTALS

- A. The Contractor shall submit for review copies of shop drawings and samples for materials specified herein in accordance with the requirements of Section 01 33 23 and the requirements as hereinafter specified.
- B. Shop drawings shall, at a minimum, indicate:
 - 1. Material and dimensions
 - 2. Letter size and layout
 - 3. Colors

1.04 MEASUREMENT AND PAYMENT

- A. The project sign shall be measured and paid on a lump sum basis as indicated in the Bid Form. The price bid for the project sign, complete in place, shall constitute full payment for furnishing and erecting the sign in accordance with the details shown on the plans and specifications.
- B. No payments to the Contractor can be issued until the sign has been installed in accordance with the details shown on the plans and specifications.
- C. Refer to Section 01 55 26 for traffic control signs.

PART 2 PRODUCTS

2.01 PROJECT SIGN

- A. The Contractor shall supply, erect and maintain the project sign according to the specifications below.
 - 1. Size: 4' x 8' x 3/4"
 - 2. Materials: Face - 3/4" or grater shop sanded (exterior) plywood (one side only).
 - 3. Framing: 2" x 4" center cross bracing only.
 - 4. Supports: 4" x 4" x 12' nominal post.
 - 5. Assembly: To be mounted directly to the 4" x 4" post with cross bracing.

- B. The Project sign shall contain all of the information as it is shown on the sign detail in this specification.
- C. Mounting: The sign is to be mounted to the 4" x 4" posts with a 3/8" minimum bolt and nut, four on each side of the sign. Each bolt is to have two washers, one between the sign and the head of the bolt and the other between the post and the nut.
- D. Erection: Two 4" x 4" posts are to be set 3 to 4 feet deep into concrete 12" in diameter.
- E. Paint: Face - 3 coats outdoor enamel (sprayed) Rear - One coat outdoor enamel (sprayed)
- F. Colors: The Project Sign shall be illustrated and painted in accordance with the sign detail in this specification.
- G. Lettering: Silk screen enamels. Lettering sizes and positioning will be as illustrated.

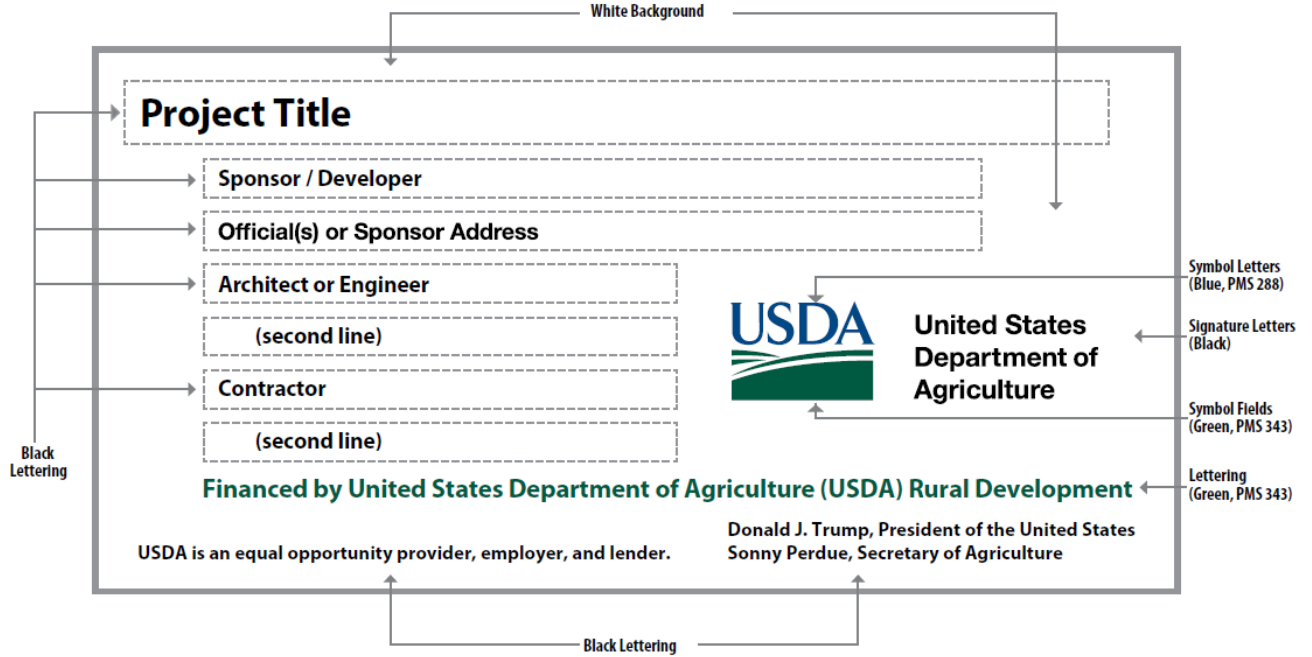
PART 3 EXECUTION

3.01 PROJECT SIGN

- A. The Contractor shall erect and maintain the project sign at a prominent location on the project site to be determined by the Owner.
- B. Unless otherwise required by any participating agency contributing financially to project completion, the sign shall conform to as shown on the drawing attached to end of this section of the specifications.
- C. The sign shall remain the property of the Owner and shall be removed by the Owner at a future date to be established by the Owner.

TEMPORARY CONSTRUCTION SIGN FOR RURAL DEVELOPMENT PROJECTS

Recommended Fonts: Helvetica, Arial, or Myriad Pro



SIGN DIMENSIONS : 1200 mm x 2400 mm x 19 mm (approx. 4' x 8' x 3/4")
PLYWOOD PANEL (APA RATED A-B GRADE-EXTERIOR)

*** END OF SECTION ***

SECTION 31 23 16 - STRUCTURAL EXCAVATING, FILLING, AND GRADING

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The General Provisions as set forth in the SD-DOT Standard Specifications for Roads and Bridges, 2015 Edition, as supplemented and amended shall apply to and govern the work of all persons engaged in the performance of the contract and shall form a part of the contract.
- B. Related requirements specified elsewhere:
 - 1. Trenching and Backfilling - Section 31 23 33
 - 2. Concrete Manholes– Section 33 05 61
 - 3. Shoring - Section 31 41 00

1.02 DESCRIPTION OF WORK

- A. The work covered by this section of the specifications shall consist of furnishing all plant, labor, and equipment, appurtenances and material, and of performing all operations in connection with the excavation, filling, backfilling, and grading for all structures complete in accordance with the specifications, applicable drawings, and subject to the terms and conditions of the contract.
- B. Structures shall include, but not be limited to; manholes, pond structures, and ground vaults.
- C. Structural foundations for buildings, water storage structures, and other architectural structures are not included with this specification. See project specific specifications for those items.
- D. Such excavation and backfilling as is required for the installation of piping, electrical, and mechanical work is not covered in this section but is covered in those sections related to each item.
- E. The extent and performance of the excavations, filling, backfilling, and grading shall be as shown on the plans and shall comply with the requirements, codes, and guidelines of the various governing bodies and regulatory agencies.

1.03 QUALITY ASSURANCE

- A. The Contractor shall obtain qualified testing and inspection services and such other independent services as may be required to assure compliance with the requirements as specified hereinafter. Certified tests of all granular materials will be provided to the Engineer prior to delivery or installation on the job site.
- B. After the excavation has been completed and before any engineered fill or structures are placed, the subgrade shall be inspected and tested by the Engineer before it is used as a foundation.

- C. Moisture-density (Proctor) tests on the engineered fill materials and all in-place engineered fill field density tests shall be made as herein specified and in accordance with the SD-DOT Standard Specifications for Roads and Bridges, 2015 Edition. Sufficient tests in number and location will be performed to assure that the engineered fill is in general compliance with the compaction requirements as specified herein.
- D. The Contractor may conduct additional soil testing and quality control testing as desired for his own information and use.

1.04 SUBMITTALS

- A. Three copies of the following reports shall be submitted directly to the Engineer from the testing and inspection services employed by the Contractor as per 1.03 above with copies to the Owner.
 - 1. Material Certifications
 - 2. Field density reports
 - 3. Results of quality control tests
 - 4. Inspection and observation reports
 - 5. Verification of footing conditions and elevations

1.05 JOB CONDITIONS

- A. The Contractor shall locate existing underground utilities in the areas of work. If existing utilities are to remain in place, the Contractor shall provide adequate means of protection during earthwork operations.
- B. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult the Engineer immediately for directions as to procedure. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.
- C. Do not interrupt existing utilities serving facilities occupied and used by Owner or others except when permitted in writing by the Owner, and then only after acceptable temporary utility services have been provided.
- D. The use of explosives on any portion of the work without prior written permission from authorities having jurisdiction is prohibited. Contractor is solely responsible for handling, storage, and use of explosive materials when their use is permitted.
- E. Barricade open excavations occurring as part of this work and post with warning lights. Operate warning lights during hours from dusk to dawn each day and as otherwise required.
- F. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

1.06 CLASSIFICATION OF EXCAVATED MATERIALS

A. No classification of excavated materials will be made. Excavation and trenching work shall include the removal and subsequent handling of all materials excavated or otherwise removed in performance of the contract work, regardless of the type, character, composition, or condition thereof.

*** Exception: A bid item may be provided on the bid form for the removal of unsuitable material.

PART 2 PRODUCTS

2.01 ENGINEERED FILL MATERIAL

A. The Contractor shall provide acceptable soil material where required for structural engineered fill which meets the following gradation:

MECHANICAL ANALYSIS:

SIEVE SIZE	% PASSING
1 1/2"	100
1"	80-90
1/2"	50-70
#4	20-40
#8	5-20

B. The engineered fill material shall be non-plastic when tested in accordance with ASTM D4318.

2.02 NON-ENGINEERED FILL AND BACKFILL MATERIALS

A. The Contractor shall provide acceptable soil materials for backfill and fill which shall be non-expansive material and shall be free of clay, rock, or gravel larger than two (2) inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.

B. Acceptable soil materials are defined as those materials that, in the judgment of the independent testing and inspection service, will perform as required for the intended use.

PART 3 EXECUTION

3.01 STRIPPING

A. All vegetation such as brush, heavy sod, decayed matter, rubbish and any other unsuitable material within a fill area shall be stripped or otherwise removed

before the excavation or backfill is started. In no case shall such objectionable material be allowed in or under fill.

- B. All dark loam shall be stripped and stockpiled to be replaced on top of the final embankments and all disturbed areas not covered by walks or pavements.

3.02 EXCAVATION

- A. The sloped sides of all excavations are to comply with all local, state, and federal codes and ordinances having jurisdiction. The sides and slopes of excavations should be maintained in a safe condition until completion of backfilling. Bottom of excavation shall slope as shown on the plans.
- B. Sheeting, shoring, and bracing are to be furnished and used where minimum sloping is not possible because of space restriction and stability of material.
- C. Excavation shall be completed to an extent to conform to elevations and dimensions shown within a tolerance of plus or minus 0.10 feet and extending a sufficient distance from footings and foundations to permit placing and removal of concrete formwork, installation of services, other construction required and for inspection. Undercutting of banks will not be permitted. In excavating for footings and foundations, care shall be taken not to disturb the bottom of the excavation or over excavate. Excavate by hand, if necessary, to final grade just before concrete is placed. Trim bottoms to required lines and grades to leave solid base to receive concrete or engineered fill. If excavations under footings are carried below the elevations shown or directed, the over excavation shall be restored to proper elevation by and at the expense of the Contractor, using approved, compacted engineered fill.
- D. Where unsuitable material underlies the footing or foundation, the unsatisfactory material is to be excavated to a depth where suitable materials are found or as directed by the independent testing and inspection service, or the Engineer. All over excavation required for removal of unstable material shall be backfilled with engineered fill material. The backfill material shall be compacted equal to the density and moisture content as specified herein. Footings shall be placed at the elevations shown on the plans.
- E. Prevent surface water and subsurface or groundwater from flowing into excavations and from flooding project site and surrounding area. Do not allow water to accumulate in excavations. Remove water to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to stability of subgrades and foundations. Provide and maintain pumps, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations. Convey water removed from excavations and rainwater to collecting or runoff areas. Provide and maintain temporary drainage ditches and other diversions outside excavation limits for each structure. Do not use trench excavations as temporary drainage ditches.
- F. Stockpile suitable excavated materials until required for backfill or fill. Place, grade, and shape stockpiles for proper drainage. Locate and retain soil materials away from edge of excavations. Dispose of excess soil material and waste

materials as specified.

- G. Protect excavation bottoms against freezing when atmospheric temperature is less than 35 degrees F.
- H. Barricade open excavations occurring as part of this work and post with warning lights. Operate warning lights during hours from dusk to dawn each day and as otherwise required.
- I. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

3.03 COMPACTION

- A. Soil compaction processes shall be controlled during construction providing for the percentage of density specified.
- B. Testing methods and Density Requirements:
 - 1. Engineered Fill: Testing will not be required unless visual observation by the Engineer warrants testing.
 - 2. All non-engineered fill and all subgrades shall be compacted to 95% of Standard Proctor (ASTM D698). Testing will be performed under each structure to assure density requirements are attained.
- C. Where subgrade or a layer of soil material must be moisture conditioned before compaction, uniformly apply water to the surface of subgrade or layer of soil material in such a manner as to prevent free water appearing on the surface during or subsequent to compaction operations. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by disking, harrowing, or pulverizing, until moisture content is reduced to a satisfactory value as determined by moisture-density relation tests.

3.04 COMPACTION AND FILL

- A. Backfill excavations as promptly as work permits but not until completion of the following:
 - 1. Inspection and acceptance by Engineer of all construction below finish grade, including the independent inspection service, and, where applicable, damp proofing, waterproofing, and perimeter insulation.
 - 2. Inspection, testing, approval, and recording locations of underground utilities.
 - 3. Removal of all concrete formwork.
 - 4. Removal of shoring and bracing, and backfilling of voids with satisfactory materials. Cut off temporary sheet piling driven below bottom of structures and remove in manner to prevent settlement of the structure or utilities or leave in place if required.

5. Removal of trash and debris.
 6. Permanent or temporary horizontal bracing is in place on horizontally supported walls.
- B. Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Plow, strip, or break up sloped surfaces steeper than one (1) vertical to four (4) horizontal so that fill material will bond with existing surface. When existing ground surface has a density less than that specified herein, break up the ground surface, pulverize, moisture-condition to the optimum moisture content, and compact to required depth and percentage of maximum density.
- C. Place backfill and fill materials in layers not exceeding 8 inches in loose depth. Before compaction moisten or aerate each layer as necessary to provide the optimum moisture content. Mechanically compact each layer to the required percentage of maximum density for each area classification. Compaction of structure backfill by inundation with water will not be permitted. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
- D. Place all backfill and fill materials evenly adjacent to structures, to the required elevations. Take care to prevent wedging action of backfill against structures by carrying the material uniformly around structure to approximately same elevation in each lift.

3.05 GRADING

- A. Uniformly grade areas within the limits of grading under this section, including adjacent transition areas. Smooth all finished surfaces within specified tolerances, compact with uniform levels or slopes between points where elevations are shown, or between such points and existing grades.
- B. Grade areas adjacent to building lines to drain away from structures and to prevent ponding. Finish surfaces free from irregular surface changes and as follows:
1. Grassed Areas: Finished areas are to receive topsoil to within not more than 0.10 feet above or below the required subgrade elevations.
 2. Walks: Shape surface of areas under walks to line, grade, and cross section with finished surface not more than 0.10 feet above or below the required subgrade elevation.
 3. Roads and Parking within Building Excavation Limits: Shape surface of areas under pavement to line, grade, and cross section with finished surface not more than 1/2 inch above or below the required subgrade elevation.
- C. Grade all surfaces of fill under slabs smooth and even, free of voids, compacted as specified, and to required elevation. Provide final grades within a tolerance of 1/4-inch when tested with a 10-foot straightedge.

3.06 TOPSOIL

- A. The Contractor shall remove and stockpile sufficient topsoil to surface to a minimum depth of six (6) inches, or depth as shown on the plans, all fills, embankments, and any other areas on the site of the work where the original topsoil will be covered or damaged. Topsoil shall be free from trash, debris, and surface vegetation more than two (2) inches in height.
- B. Prior to the top soiling and finish grading operations, all rough grades shall be corrected, adjusted, and repaired if required. All subgrade surfaces shall be brought to the prescribed elevations.
- C. The subgrade surface shall be prepared prior to topsoil placement by being made loose and friable by cross-disking or other approved method, to a depth of two (2) inches or more to permit bonding of the topsoil to the subgrade.
- D. All stones and other debris greater than two (2) inches in any dimension shall be removed from the surface of the subgrade prior to the placement of the topsoil.
- E. Topsoil shall be placed and evenly spread to such thickness that the finished compacted depth of four (4) inches, unless otherwise shown on the plans, is obtained.
- F. Topsoil material shall not be placed when the topsoil or subgrade is frozen or wet enough to cause clodding.
- G. Topsoiling operations shall be considered complete when the finished surface of the compacted topsoil is:
 - 1. Free of sticks, stones, and other material of one (1) inch or more in any direction.
 - 2. Smooth and true to required grades with a maximum allowable deviation of 0.1 foot.

3.07 MAINTENANCE

- A. Protect newly graded areas from traffic and erosion and keep free of trash and debris.
- B. Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances.
- C. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather the Contractor will scarify surface, reshape, and compact to required density prior to further construction.

3.08 DISPOSAL OF EXCESS AND WASTE MATERIALS

- A. Transport acceptable excess excavated material to designated areas on the Owner's property. Stockpile soil or spread as directed by Owner.
- B. Remove all trash, debris, and waste materials from the Owner's property and dispose of at an approved landfill.

3.09 SETTLEMENT

- A. The Contractor shall be responsible for all settlement of backfill, fills, and embankments that may occur within the correction period stipulated in the General Conditions.
- B. The Contractor shall make, or cause to be made, all repairs, or replacements made necessary by settlement within thirty (30) days after notice from the Engineer or Owner.

PART 4 MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

- A. Structural excavation, filling, and grading will not be measured for direct payment and will be considered incidental work pertaining to the contract. No direct compensation will be made for this work.
- B. When over excavation is required to remove and replace unsuitable material, such excavation shall be measured at the Contract Units as shown in the Bid Form, and in accordance with the provisions for Unsuitable Materials outlined in Part 3 of this specifications, provided such excavation is not due to the fault or neglect of the Contractor.

4.02 BASIS OF PAYMENT

- A. Structural excavation, filling, and grading will be considered incidental work pertaining to the contract. No direct compensation will be made for this work.
- B. When over excavation is required to remove and replace unsuitable material, such excavation shall be paid at the contract unit price as shown in the Bid Form.

* * * END OF SECTION * * *

SECTION 31 23 33 - TRENCHING AND BACKFILLING

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The General Provisions as set forth in the SD-DOT Standard Specifications for Roads and Bridges, 2015 Edition, as supplemented and amended shall apply to and govern the work of all persons engaged in the performance of the contract and shall form a part of the contract.
- B. Related Requirements specified elsewhere:
 - 1. Structural Excavating, Filling and Grading - Section 31 23 16
 - 2. Shoring - Section 31 41 00
 - 3. Water Utility Distribution Piping – Section 33 14 13
 - 4. Sanitary Sewer Piping – Section 33 31 00

1.02 SCOPE

- A. This section covers the excavation of all necessary trenching for underground utilities and backfilling same after the pipe and related material has been properly laid, inspected and tested all in accordance with applicable federal, state and local laws and regulations.
- B. The term “structures” as used in these specifications shall include but not limited to manholes, cleanouts, fittings, valves, fire hydrants and related appurtenances.

1.03 QUALITY ASSURANCE

- A. The Contractor shall obtain qualified testing and inspection services and such other independent services as may be required to assure compliance with the requirements as specified hereinafter. Certified tests of all granular materials will be provided to the Engineer prior to delivery or installation on the job site.
- B. Moisture-density (Proctor) tests on the engineered fill materials and all in-place engineered fill field density tests shall be made as herein specified and in accordance with the SD-DOT Standard Specifications for Roads and Bridges, 2015 Edition . Sufficient tests in number and location will be performed so as to assure that the engineered fill is in general compliance with the compaction requirements as specified herein.
- C. The Contractor may conduct additional soil testing and quality control testing as desired for his own information and use.
- D. When requested by the Engineer or Resident Project Representative, the Contractor shall excavate and expose the pipe previously laid at any point.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL EXCAVATION

- A. All material encountered shall be excavated to the lines and grades as shown on the plans, set by the Engineer or as specified herein.
- B. Unless otherwise shown on the plans, trenches for sewer and water lines shall be of a depth that will provide a minimum cover of not less than six (6) feet over the top of the pipe as measured from the proposed ground surface or as indicated in the plans.
- C. Where pipe elevation is determined by minimum depth only, the excavation shall be sufficient at all points to grade the pipes on the tangents and vertical curves as dictated by the minimum bending radius of the pipe and fittings as recommended by the manufacturers.
- D. The trenches shall be sufficiently straight between designated angle points to permit the pipe to be laid true to line in the approximate center of the trench.
- E. Intersections with crossings of other underground utilities shall be as shown on the plans and/or in accordance with applicable state and local laws and regulations. Refer to Section 33 01 00 for additional requirements.
- F. All excavated material suitable for backfilling shall be placed in an area away from the trench edges to avoid overloading, sliding, and cave-ins.
- G. The areas immediately adjacent to the trench shall be graded as required to prevent surface water from entering the trenches.

3.02 EXCAVATION FOR APPURTENANCES

- A. A minimum of twelve (12) inches shall be left between the trench wall and the outside surface of the appurtenance.

3.03 SHORING

- A. Refer to Section 31 41 00 of these specifications

3.04 ROAD, STREET, AND DRIVEWAY CROSSINGS

- A. At such road and all other crossings as may be designated by the Owner's Representative, the trenches are to be mechanically tamped and filled in such a manner as to prevent any serious interruption of traffic upon the roadway or crossing.
- B. Not more than one street crossing may be obstructed by the same trench at any one time except by permission of the Owner's Representative.

3.05 ROCK EXCAVATION

- A. Rock excavation shall be completed to a minimum of eight (8) inches below and on each side of all pipes, valves, fittings, and other appurtenances.
- B. Excess excavation shall be backfilled with compacted material conforming to the bedding material required for the material being used.

3.06 DEWATERING

- A. Where water is encountered in a trench, water shall be removed by pumping to lower the water level to such elevation that the pipe may be laid dry at the grade shown on the plans.
- B. All water pumped from the trench shall be disposed of in a manner so as not to cause any damage to adjacent property.
- C. When dewatering is paid for, it shall be considered as dewatering only when a manifold or pump and system of well points is installed to lower ground water such that excavation and construction can take place.
- D. The process of pumping water out of the trench with a suction hose and pump will not be considered as dewatering.
- E. Where seepage of water into the trench occurs that can be removed using standard pumping procedures, it shall not be deemed sufficient cause for installing a system of manifolds and well points and classified as dewatering to obtain remuneration under the Bid Item - Dewatering.
- F. A dewatering permit is required when the discharge from dewatering may reach the waters of the state. To obtain information on the General Dewatering Permit, the Contractor should contact the Department of Agriculture and Natural Resources at (605) 773-3351.

3.07 TRENCH BOTTOM PREPARATION

- A. The sides of all trenches shall be vertical from the bottom of the trench to a point one (1) foot above the top of the pipe.
- B. The width of the trench shall be a minimum of twelve (12) inches on each side of the pipe bell.
- C. The bottom of all trenches for underground piping shall be carefully and accurately formed to the lines and grades as shown on the plans, set by the Engineer or as specified herein.
- D. Rock, boulders, and large stones, or other manmade material shall be removed to provide a clearance of at least eight (8) inches below the outside barrel of the pipes, valves, fittings appurtenances. Adequate clearance for properly jointing pipe laid in rock trenches shall be provided at bell holes. The space between the rock at the bottom of the trench and the bottom of the pipe barrel shall be filled with compacted bedding material.
- E. If the trench bottom is inadvertently excavated deeper than necessary, it shall be backfilled to the proper grade with compacted bedding material.

3.08 UNSTABLE TRENCH BOTTOM

- A. Whenever wet, soft or unstable soils incapable of properly supporting the pipe, or other appurtenances are encountered in the trench, the Contractor shall be required to remove the unsuitable materials and backfill to the proper grade with concrete, granular material or other suitable approved material.

- B. Backfill material shall be compacted to provide a firm and level support for the piping system. Firm support is defined as no visual deformation in the surface when workers walk on the compacted material.

3.09 BACKFILLING AND COMPACTING

- A. Any trenches improperly backfilled or showing excessive settlement shall be reopened to a depth required for proper compaction.
- B. Backfill material shall be free of boulders, frozen clods, large roots, excessive sod or other vegetation, construction debris.
- C. No backfilling shall take place in freezing weather without written permission from the Owner's Representative.
- D. Bedding material shall consist of borrowed granular material or material excavated from the site and shall conform to the requirements of Section 33 14 13 and/or 33 31 00.
- E. Bedding material excavated from the job site shall be finely divided material free from organic material and clods, lumps of frozen material or stones larger than 1 ½" in maximum diameter. Bedding material shall be of proper moisture content to form a firm bed for the pipe.
- F. The bedding material backfilling around the pipe shall be deposited in layers not to exceed eight inches (8") and carefully compacted. Borrowed bedding material will not be tested. Where the pipe has a protective coating, care shall be taken not to damage the coating.
- G. The remainder of the backfill shall consist of selected material from excavation or borrow, and shall be free from cinders, ashes, refuse, organic and frozen material, boulders or other materials that are unsuitable. Stones larger than 3 inches in diameter shall not be placed within two feet of the top of the pipe. This material shall be placed from 12 inches above the top of the pipe to 6 inches below the ground surface, unless otherwise specified, or to the subgrade elevation for streets or paved surfaces.
- H. After completing the bedding and embedment of the pipe as specified above, the remainder of the backfill material beneath unpaved areas shall be placed in uniform layers not exceeding one (1) foot and tamped. It shall be the Contractor's responsibility to compact each layer throughout its entire depth to a degree of compaction at least equal to that of the surrounding earth. The Contractor shall moisten or aerate the backfill material to obtain the required compaction. The Contractor shall provide a final cover of topsoil as specified herein.
- I. Open trenches under road surfacing, sidewalks, curb and gutter, and other adjacent improvements to a point eight (8) feet from the edge of the road surface and as otherwise noted on the plans shall be backfilled with uniform layers not exceeding one (1) foot. Each layer shall be spread uniformly and tamped with a hand tamper or other approved device until thoroughly compacted to at least 95% of the maximum density obtainable at optimum moisture content. Density of backfill shall be determined based on Standard Proctor Test.

- J. Any settlement of the trench within a period of 1 year from the date of substantial completion shall be brought back to the finished grade with the appropriate cover material. The Contractor shall be responsible for all costs related to this work.
- K. Where sufficient excavated material is not available for backfilling and grading, the Contractor shall at no additional cost to the Owner, be responsible for locating, obtaining and placing additional materials as may be requested. Borrow of topsoil by stripping areas adjacent to the trench will not be allowed.
- L. No more than 300 feet of trench shall be left open at any time. Open trenches shall be properly marked and/or attended. Trenches shall be closed at the end of each day.

3.10 TESTING REQUIREMENTS

- A. A minimum of one compaction test will be made for every 400' of utility trench per four feet of depth. Minimum density shall be per the soils report, or 95% of the standard proctor, whichever is greater.
- B. Retesting: In the event of failure to meet compaction criteria, the Contractor shall re-excavate and re-backfill at direction of Owner's Representative. All retesting to be paid for by Contractor and to be performed by soils testing firm secured by the Contractor and approved by the Owner's Representative.

3.11 EXCESS EXCAVATION

- A. The Contractor shall be responsible for securing and maintaining an adequate area where excess excavation can be stockpiled for future use or wasted.
- B. The Owner Representative's approval on the site selection shall be required.
- C. The Contractor shall be responsible for the final cleanup of the site chosen. The site shall be cleaned to the satisfaction of the property owner, and a lien waiver or a letter of satisfaction written by the property owner and addressed to the Contractor shall be obtained by the Contractor and furnished to the Owner.

3.12 TOPSOIL

- A. All topsoil shall be removed, stockpiled and replaced for its full depth, width and length of the areas disturbed by the construction procedures. All lawns, boulevards, and cropland areas shall be left smooth with a minimum of four (4) inches of compacted black dirt throughout the entire area disturbed by the trench.
- B. Prior to top soiling and finish grading, all rough grades shall be corrected, adjusted, and brought to the required elevations.
- C. The subgrade surface shall be prepared for top soiling by cross disking to a depth of two (2) inches or more to permit bonding of the topsoil to the subgrade.
- D. All stones and other debris greater than two (2) inches in any dimension shall be removed from the surface of the subgrade prior to the placement of the topsoil.
- E. Topsoil material shall not be placed when the topsoil or subgrade is frozen or wet enough to cause clodding.
- F. Topsoiling operations along piping routes shall be considered complete when the

finished surface is:

1. Free of sticks, stones and other material one (1) inch or more in any dimension.
 2. Smooth and true to required grades with a maximum allowable deviation of 0.1-foot.
- G. All lawns shall be raked with a landscape rake, garden rake, or other approved equipment to remove all clods, stones, sticks, or other material greater than one (1) inch in any dimension. Trenches shall be slightly crowned and all disturbed areas smoothed to a maximum deviation of 0.1 foot and ready for seeding operations by Contractor prior to acceptance by the Engineer.

PART 4 MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

- A. Trenching, backfilling, and compacting are considered incidental work with no separate measurement to be made.
- B. Should rock (solid material not removable without blasting or power hammer) be encountered, one of the following procedures will be followed upon agreement between the Owner, Contractor, and Engineer:
 1. The line will be relocated; or
 2. Excavation will continue at a negotiated price, or the unit price, as shown on the Bid Form. Measurement will be on the basis of actual length, depth, and width. The maximum width allowed for payment shall be nominal pipe diameter plus 16 inches at the trench bottom and six (6) feet at ground level.
 3. Shale, regardless of the nature of deposit, will not be considered as rock excavation unless so designated on the plans. The responsibility and cost of satisfactorily demonstrating to the Engineer that the material being considered for rock excavation cannot be removed by means other than drilling and/or blasting shall be the obligation of the Contractor.
- C. When over excavation is required to remove and replace unsuitable material, such excavation shall be measured at the Contract Units as shown in the Bid Form, and in accordance with the provisions for Unsuitable Materials outlined in Part 3 of this specifications, provided such excavation is not due to the fault or neglect of the Contractor.
- D. Dewatering will not be directly measured directly and will be considered as subsidiary work pertaining to the Contract.

4.02 BASIS OF PAYMENT

- A. Trenching, backfilling, and compacting are considered incidental work with no separate payment to be made.
- B. Should rock (solid material not removable without blasting or power hammer) be

encountered, one of the following procedures will be followed upon agreement between the Owner, Contractor, and Engineer:

1. The line will be relocated; or
 2. Excavation will continue at a negotiated price, or the unit price, as shown on the Bid Form.
- C. When over excavation is required to remove and replace unsuitable material, such excavation shall be paid at the contract unit price as shown in the Bid Form or at a negotiated price if there is no contract unit price. .
- D. Dewatering will not be directly measured for direct payment.

* * * END OF SECTION * * *

SECTION 31 41 00 - SHORING

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The General Provisions as set forth in the SD-DOT Standard Specifications for Roads and Bridges, 2015 Edition, as supplemented and amended shall apply to and govern the work of all persons engaged in the performance of the contract and shall form a part of the contract.
- B. Related requirements specified elsewhere:
 - 1. Structural Excavating, Filling and Grading - Section 31 23 16
 - 2. Trenching and Backfilling - Section 31 23 33
 - 3. Concrete Manholes – Section 33 05 61
 - 4. Water Utility Distribution Piping – Section 33 14 13
 - 5. Sanitary Sewer Piping – Section 33 31 00

1.02 DESCRIPTION OF WORK

- A. Furnish and install all necessary sheeting, shoring, and bracing to adequately protect all new and existing structures, all existing piping as may be required during construction period, and all new piping.

PART 2 PRODUCTS

2.01 MATERIALS AND CONDITION

- A. All sheeting, shoring, and bracing shall be in good or new condition and shall conform to the requirements of current safety codes and guidelines.

PART 3 EXECUTION

3.01 METHODS

- A. All excavation shall be properly shored, sheeted, and braced to furnish safe working conditions conforming to the current codes, regulations, and guidelines; to prevent any shifting and movement of material which may endanger personnel; to prevent damage to structures, or other work; and to avoid delay to the work.
- B. Bracing shall be so arranged as not to place any strain on portions of completed work until the general construction has proceeded far enough to provide ample strength. If the Owner's Representative is of the opinion that at any point the sheeting or supports furnished are inadequate or unsuited for the purpose, he may order additional sheeting or support to be installed. Whether so ordered by the Owner's Representative or not, sufficient sheeting or support shall be installed to protect the work from any damage to new structures.

- C. Trench sheeting shall remain in place until pipe, etc., has been laid, tested for defects, and repaired if necessary, and the earth around it compacted to a depth of one foot over the top of the pipe. Timber sheeting if used shall not be removed below an elevation of two feet above the top of the pipe.
- D. No sheeting, shoring, and bracing which is within three feet of the surface of the finished grade may be left in place without the written permission of the Owner's Representative.
- E. In general, the sheeting and bracing shall be removed as the excavation is refilled in such a manner as to avoid the caving in of the bank or disturbance to adjacent areas or structures. The voids left by the withdrawal of the sheeting shall be carefully filled and compacted in accordance with the specifications. Permission of the Owner's Representative shall be obtained before the removal of any shoring, sheeting, or bracing.
- F. It shall be the duty and responsibility of the Contractor to be familiar with all local, state, and federal regulations relating to this type of work and to comply with those regulations.
- G. Contractor shall have "competent person(s)" as defined by OSHA standards 29 CFR 1926.650, 1926.651 and 1926.652; Subpart P – Excavations, on the job site whenever trenching is in progress or open trenches are within the project site.

PART 4 MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

- A. Sheeting, shoring, and bracing left in place to protect footings, structures, or piping will not be measured.

4.02 BASIS OF PAYMENT

- A. Sheeting, shoring, and bracing left in place shall be considered incidental to the contract unit prices as shown on the Bid Form.

* * * END OF SECTION * * *

SECTION 33 01 00 - EXISTING UNDERGROUND UTILITIES

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The General Provisions as set forth in the SD-DOT Standard Specifications for Roads and Bridges, 2015 Edition, as supplemented and amended shall apply to and govern the work of all persons engaged in the performance of the contract and shall form a part of the contract.

1.02 SCOPE

- A. This Section describes, but is not limited to, the relationship of the Project to existing underground utilities and the Work associated with the location, adjustment, and repair of underground utilities.
- B. The information and data relative to existing underground utilities are provided to assist the Contractor with the preparation of his bid. This information should not be used by the Contractor for reference during construction of the Work.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL

- A. Existing underground utilities, as shown on the drawings, are located in accordance with available data, but locations may vary and cannot be guaranteed. The exact locations shall be determined by each Contractor as the Work proceeds. Excavation work shall be done carefully to avoid damaging the existing utilities and Work. The Contractor shall be responsible for locating, or having located, all utilities, whether shown or not on the plans or in these specifications.
- B. Each Contractor shall provide for protection, temporary removal and replacement or relocation of obstructions as required for the performance of this Work required in these contract documents.
- C. Other obstructions not shown on the plans and requiring relocation shall be exposed by the Contractor without injury; or if injured, shall be repaired by Contractor at his expense. Removal of such obstruction or its relocation shall be made by the Contractor at no cost to the Owner.

3.02 UTILITY CONTACT

A. Prior to Work in a specific area affecting underground utilities, the following individuals shall be notified as appropriate:

1. TELEPHONE

(Name of Company)	Fort Randall Telephone
(Mailing Address)	722 West Hwy 46-50
(City, State, Zip Code)	Wagner, SD, 57380
Telephone Number:	(605) 384-3993

2. ELECTRIC

(Name of Company)	Northwestern Energy
(Mailing Address)	108 Main Avenue NE
(City, State, Zip Code)	Wagner, SD, 57380
Contact Person:	Frank Luczak
Telephone Number:	(605) 384-5666

3. WATER/SEWER/STREETS

(Name of Company)	City of Wagner
(Mailing Address)	PO Box 40
(City, State, Zip Code)	Wagner, SD, 57380
Contact Person	Mike Kazena
Telephone Number:	(605) 384-3741

B. All above utilities may be located utilizing the South Dakota One Call Notification Center:

(Locate Phone Number) 1-800-781-7474

C. The failure of any utility to be present for any reason, at the Pre-Construction Conference, if held, shall not relieve the Contractor of any responsibility described herein.

3.03 UTILITY REPAIR:

- A. When an underground utility is exposed or damaged, the Contractor shall comply with the repair requirements of the affected utility.
- B. When an underground utility is exposed, the Contractor shall compact the backfill beneath the exposed utility before completion of the backfill operation.

3.04 SANITARY/STORM SEWER AND WATER MAIN SEPARATION:

- A. Sewers and manholes shall be separated at least 10 feet horizontally from any existing or proposed water main, measured edge to edge, unless the water main is laid in a separate trench or on an undisturbed earth shelf located on one side of the sewer line and at such an elevation that the bottom of the water main is at least 18 inches vertical from outside of pipe to outside of pipe.
- B. Water mains shall be laid to provide a horizontal distance of at least 25 feet from any septic tank, seepage pit, absorption field, stabilization pond or lagoon.
 - 1. When conditions prevent this separation, the water line must be encased in PVC, Ductile iron or cast iron for the 25 feet of separation. If PVC, ductile iron or cast iron is used as encasement material, the ends shall be adequately sealed with a flexible end seal.
- C. Water mains crossing any sewers shall be laid to provide a separation of at least 18 inches between the outside of pipe and outside of pipe and one full length of water pipe must be located so both joints will be as far from the sewer as possible.
- D. When conditions prevent such a vertical separation, the following conditions shall apply:
 - 1. A non-perforated sewer main may cross above a water main if a minimum vertical separation of 18 inches between the bottom of the sewer and the top of the water main is provided. The water main material shall be a continuous piece at least 20 feet in length and the length of water pipe is located so both joints are as far as possible from the sewer main. Adequate structural support must be provided for the sewers to prevent excessive deflection of joints and settling on and breaking the water mains.
 - 2. A water main may cross either above or below a non-perforated sewer line with a vertical separation of less than 18 inches if either the water or sewer line is encased for at least 10 feet each side of the crossing. Adequate structural support must be provided for the sewers to prevent excessive deflection of joints and settling on and breaking the water mains.
- E. Storm sewer lines may be installed closer to water mains than the required 18 inch vertical separation and the 10 foot horizontal separation as set forth by the DANR provided the storm sewer line is constructed as follows:
 - 1. In lieu of the encasement of the water main as specified in Paragraph E, each joint of the storm sewer within ten (10) feet of the water main may be sealed using a butyl rubber sealant meeting AASHTO M-198, and each joint is encased with a two (2) foot wide by six (6) inch thick concrete collar centered on the joint. The band shall be reinforced with the equivalent steel area as that in the RCP.
 - 2. Each joint of the storm sewer within ten (10) feet of the water main is sealed using a rubber "O"-ring gasketed joint capable of passing a low pressure (10 psi) air test.

PART 4 MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

- A. The cost to repair any underground utilities or other obstructions damaged by the Contractor's activities shall be considered incidental Work with no separate measurement made.

4.02 BASIS OF PAYMENT

The cost to repair any underground utilities or other obstructions damaged by the Contractor's activities shall be considered incidental Work with no separate and payment to be made.

* * * END OF SECTION * * *

SECTION 33 01 10.53 & 10.58 – FLUSHING AND DISINFECTION OF WATER UTILITY PIPING

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The General Provisions as set forth in the SD-DOT Standard Specifications for Roads and Bridges, 2015 Edition, as supplemented and amended shall apply to and govern the work of all persons engaged in the performance of the contract and shall form a part of the contract.
- B. Related requirements specified elsewhere:
 - 1. Water Utility Distribution Piping - Section 33 14 13
 - 2. Water Service Laterals - Section 33 14 17
 - 3. Water Utility Distribution Valves - Section 33 14 19

1.02 DESCRIPTION OF WORK

- A. This section covers flushing of new and existing water lines, and disinfection of the installed piping.
- B. The Contractor shall furnish all water required for flushing and disinfection work as specified in the temporary facilities section.
- C. The Contractor shall provide, at his own expense, all means required for draining and disposing of water used in flushing and disinfection. This shall include, but not be limited to, additional drain valves, temporary piping and pumping equipment. Wastewater shall be stored and/or treated, if required, so as to cause the water quality to meet the requirements of the S. D. Department of Agriculture & Natural Resources for discharge. Contact the South Dakota Department of Environment & Natural Resources at 1-800-737-8676 for more information.

1.03 SUBMITTALS

- A. Copies of all bacteriological test reports shall be furnished to the Owner's Representative.

PART 2 PRODUCTS

2.01 CHLORINE

- A. Liquid chlorine shall conform to AWWA Specification B-301.
- B. Hypochlorites shall conform to AWWA Specification B-300.

PART 3 EXECUTION

3.01 CLEANING AND FLUSHING

- A. All lines shall be thoroughly flushed at a minimum flow velocity of 2.5 ft/sec prior to acceptance. If flushing water source conditions are inadequate to allow the minimum flow velocity of 2.5 ft/sec to be reached, the Contractor shall be required to clean the water main with a cleaning pig to assure that all traces of construction materials, soil or other foreign matter have been removed.
- B. Flushing shall continue until the turbidity of the flushed water is equal to or less than 0.5 NTU or until the turbidity of the flushed water equals the turbidity of the source water.
- C. The Contractor shall take all necessary measures to protect adjacent facilities and property. Damages caused by flushing water or water carried material shall be the responsibility of the Contractor.
- D. All flushing shall be completed prior to the initiation of the disinfection process described herein.
- E. The chlorinated water used for disinfection/pressure testing shall not be discharged to a stream, river, or other waterway where danger to aquatic life may occur. Dechlorination may be necessary prior to discharge. Contact the SD-DANR Surface Water Quality Program at 1-800-737-8676 for more information.

3.02 PIPELINE DISINFECTION

- A. Each unit of completed supply line and distribution system shall be sterilized with chlorine before acceptance.
- B. The amount of chlorine applied shall be such as to provide a dosage of not less than 50 parts per million. The chlorinating material shall be introduced to the water lines and distribution system in an approved manner. If possible, the lines shall be thoroughly flushed before introduction of the chlorinating material.
- C. After a contact period of not less than 24 hours, the system shall be flushed with clean water until the residual chlorine content is not greater than 1.0 parts per million. All valves in the lines being sterilized shall be opened and closed several times during the contact period.
- D. Prior to final flushing, the treated water shall contain at least 25-ppm chlorine as per the latest edition of AWWA Specification C651.
- E. After the disinfection and flushing process, two (2) consecutive samples of water from the end of the disinfected water line must be collected at least 24 hours apart and submitted to the State Health Laboratory in Pierre or another approved laboratory to test for coliform bacteria. The sample shall be found free of bacteria before the system is placed into service.
- F. Should the sample be returned positive, the disinfection process shall be repeated until negative samples are obtained.

PART 4 MEASUREMENT AND PAYMENT

4.01 Cleaning and disinfection will be considered incidental work pertaining to the contract with no direct measurement or compensation made for this work.

* * END OF SECTION * * *

SECTION 33 01 12 - TESTING OF WATER UTILITIES

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The General Provisions as set forth in the SD-DOT Standard Specifications for Roads and Bridges, 2015 Edition, as supplemented and amended shall apply to and govern the work of all persons engaged in the performance of the contract and shall form a part of the contract.
- B. Related requirements specified elsewhere:
 - 1. Water Utility Distribution Piping - Section 33 14 13
 - 2. Water Service Laterals - Section 33 14 17
 - 3. Water Utility Distribution Valves - Section 33 14 19

1.02 DESCRIPTION OF WORK

- A. All piping and related appurtenances shall be subjected to alignment and pressure and/or leakage tests as specified herein and as directed by the Owner's Representative.
- B. The required pressure and leakage tests shall be made by the Contractor and witnessed by the Owner's Representative. All tests shall be completed after all pipe laying has been completed. All concrete reaction blocks and bracing or restraining facilities shall be in place at least 7 days before the initial pressure testing of the lines, except where tension joints are used at bends.
- C. The Contractor shall perform the necessary work to fill the pipeline with test water as specified. The Contractor shall furnish all water, pumping equipment, water meter, pressure gage, and other equipment, materials, and facilities required for the tests.

1.03 SUBMITTALS

- A. Prior to filling, flushing and testing the system, the proposed procedures shall be submitted for review to the Owner's Representative.
- B. Pressure test forms completed in the field shall be submitted to the Owner's Representative.

PART 2 PRODUCTS - None

PART 3 EXECUTION

3.01 TEST SECTIONS

- A. The pressure and leakage tests shall be applied to all sections of the line. The maximum length of any section being tested shall be 1,500 feet unless authorized by the Owner's Representative.

- B. The Contractor shall be solely responsible for any and all damage to the pipeline, and to public and private property, which may result from defective material or workmanship.

3.02 FILLING AND VENTING OF WATERMAINS

- A. The section of line to be tested shall be slowly filled with water and all air expelled from the pipe. Care shall be taken that all air valves are installed and open in the section being filled and that the rate of filling does not exceed the venting capacity of the air valves.

3.03 TEST EQUIPMENT AND FACILITIES

- A. Test pressures shall be applied by means of a force pump of such design and capacity that the required pressure can be applied and maintained without interruption for the duration of each test.
- B. The water meter and the pressure gage shall be accurately calibrated and shall be subject to the approval of the Owner's Representative.

3.04 WATERMAIN PRESSURE TEST

- A. Test pressures shall be applied to each section of pipeline with all connections, valves and fittings along the length of the test section in place.
- B. The pressure test shall be initiated by bringing the hydrostatic pressure in the section being tested to a minimum of **120 psi**, as measured at the highest point of the section being tested.
- C. After the section of the line to be tested has been filled with water and brought to the specified level, the test pressure shall be maintained for a period of not less than one hour, or for whatever longer period as may be necessary for the Owner's Representative to complete the inspection of the line under test, or for the Contractor to locate any and all defective joints and pipeline materials.
- D. If repairs are needed, such repairs shall be made, the line refilled and the test pressure applied as before; this operation shall be repeated until the line and all parts thereof withstand the test pressure in a satisfactory manner.

3.05 WATERMAIN LEAKAGE TEST

- A. A hydrostatic leakage test will be required if the line will not maintain the required pressure ± 1 psi for the duration of the test. A leakage test is not required if the line maintains the required pressure.
- B. All hydrostatic testing shall be completed in accordance with ANSI/AWWA C600/Sec. 5.2 for ductile iron pipe and ANSI/AWWA C605/Sec. 7.3 for PVC pipe.
- C. After the specified pressure test has been completed, the line being tested shall be subjected to a leakage test under the same hydrostatic pressure specified. The pressure shall be maintained constant (within a maximum variation, plus or minus, of 5%) during the entire time that line leakage measurements are being made so that the allowable leakage rate may be determined accurately from the leakage rate formula.

- D. Leakage testing shall not be started until a constant test pressure has been established. After the test pressure has been established and stabilized, the line leakage shall be measured by means of a water meter installed on the line side of the force pump.
- E. The duration of the leakage test shall not be less than two (2) hours.
- F. Line leakage is defined as the total amount of water introduced into the line as measured by the meter during the leakage test. The pipeline or tested section thereof will not be accepted if and while it has a leakage rate in excess of the following rate:
1. Leakage rate for ductile iron buried pipelines shall be as determined by the following formula:

$$L = S * D * \sqrt{P} \div 148,000$$

in which:

 - Q = Maximum permissible leakage rate, in gallons per hour, throughout the entire length of line being tested.
 - S = Length of line under test in feet.
 - D = Nominal diameter (in inches) of the pipe in the line.
 - P = The average test pressure, in psig, in the tested portion of the line.
 2. Leakage rate for PVC buried pipelines shall be as determined by the following formula:

$$Q = L * D * \sqrt{P} \div 148,000$$

in which:

 - Q = Maximum permissible leakage rate, in gallons per hour, throughout the entire length of line being tested.
 - L = Length of line under test in feet.
 - D = Nominal diameter (in inches) of the pipe in the line.
 - P = The average test pressure, in psig, in the tested portion of the line.
- G. Where the leakage rate is in excess of the permissible maximum, the Contractor shall be responsible for the location and the repair of all leaks to the extent required to reduce the total leakage to an acceptable amount.
- H. All joints in piping in non-buried locations shall be watertight and free from visible leaks during the prescribed tests.
- I. Each and every leak which may be discovered at any time prior to the expiration of one year from and after the date of final acceptance of the work by the Owner shall be located and repaired by and at the expense of the Contractor regardless of any amount that the total line leakage rate during the specified leakage test may be below the specified maximum rate.

PART 4 MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

- A. Pipeline testing will not be measured for direct payment and will be considered subsidiary work pertaining to the contract.

4.02 BASIS OF PAYMENT

- A. No direct compensation will be made for this work. Payment will be included in the contract bid prices as shown on the Bid Form.

* * * END OF SECTION * * *

SECTION 33 05 09.33 - THRUST RESTRAINT FOR UTILITY PIPING

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The General Provisions as set forth in the SD-DOT Standard Specifications for Roads and Bridges, 2015 Edition, as supplemented and amended shall apply to and govern the work of all persons engaged in the performance of the contract and shall form a part of the contract.
- B. Related requirements specified elsewhere:
 - 1. Water Utility Distribution Piping - Section 33 14 13
 - 2. Water Utility Distribution Valves – Section 33 14 19
 - 3. Water Utility Distribution Fire Hydrants – Section 33 14 19.50

1.02 DESCRIPTION OF WORK

- A. This Section covers the furnishing and installation of thrust blocks, anchors, and restraining devices where necessary.

1.03 SUBMITTALS

- A. If the soil condition is such that adequate bearing may not be obtained, calculations relative to thrust block dimensions and restraint requirements shall be prepared by the pipe manufacturer for each location specified and provided to the Owner's representative for review prior to installation. The calculations shall be based upon a maximum static head of 80 psi, a maximum flow of 300 gallons per minute, and the soil conditions encountered in the excavation. The information submitted shall include but not limited to:
 - 1. Dimensions of thrust blocking for each location
 - 2. Number of mechanical restraint devices, if required.
- B. The Contractor shall submit for review copies of shop drawings for restraining devices as specified herein in accordance with the requirements of Section 01 33 23 and the requirements as hereinafter specified.

1.04 LOCATION

- A. Thrust blocks shall be furnished at locations including, but not limited to, the following:
 - 1. Tees
 - 2. Bends
 - 3. Valves
 - 4. Fire Hydrants
 - 5. Dead ends

- B. Restraining devices shall be installed at locations including, but not limited to, the following:
1. Tees
 2. Bends
 3. Valves
 4. Fire Hydrants
 5. Reducers
 6. Dead ends
 7. All joints located beneath the highway pavement.

PART 2 PRODUCTS

2.01 CONCRETE

- A. Concrete used for concrete blocks or poured-in-place thrust blocks shall conform to the requirements of Section 462-Concrete for Incidental Construction of the South Dakota Department of Transportation Standard Specifications for Road and Bridges, latest revision for Class M6 Concrete.

2.02 RESTRAINING DEVICES

- A. Restraint devices for use on ductile iron and PVC “push-on” joints shall be constructed of high strength ductile iron, ASTM A536, Grade 65-45-12 and shall incorporate machined serrations on the inside diameter to provide positive restraint, exact fit, and support of the pipe in an even and uniform manner. Bolts and connecting hardware shall be 304 (A2) or 316 (A4) Stainless Steel. All devices shall have a safety factor of no less than 2:1 at the full rated pressure of the pipe on which it is installed. They shall be UL listed and Factory Mutual approved. Pre-Approved restraining devices are: Uni-Flange Uni-Flange Series 1350 or 1360 (IPS PVC), Uni-Flange Series 1360 or 1390 (C900), Uni-Flange Series 1300 or 1390 (DIP); Star Pipe Products Stargrip series 3100P (DIP) and Stargrip series 4100P (C900); EBAA Iron, Inc. 6500 Bell Restraint Harness and 7500 IPS Fitting Restraint (IPS PVC), 1900 Split Serrated Restraint Harness or 2800 MEGALUG Restraint Harness (C900 PVC), 1700 MEGALUG Harness (DIP); or Engineer approved equal.
- B. Restraint devices for use on mechanical joint to PVC pipe shall be constructed of high strength ductile iron, conforming to the requirements of ASTM A536, Grade 65-45-12, and shall incorporate machined serrations on the inside diameter to provide positive restraint, exact fit, and support of the pipe in an even and uniform manner. Bolts and connecting hardware shall be 304 (A2) or 316 (A4) Stainless Steel. All devices shall have a safety factor of no less than 2:1 at the full rated pressure of the pipe on which it is installed. They shall be UL listed and Factory Mutual approved. Pre-Approved restraining devices are: Uni-Flange Series 1500 (IPS PVC), Uni-Flange Series 1500R (C900 PVC); Star Pipe Products, PVC Stargrip series 4000; Romac Industries, Inc GripRing or RomaGrip; EBAA Iron, Inc. 2000PV MEGALUG; or Engineer approved equal.

- C. Restraint devices for use on mechanical joint to ductile iron, shall be constructed of high strength ductile iron, conforming to the requirements of ASTM A536, Grade 65-45-12, and shall incorporate machined serrations on the inside diameter to provide positive restraint, exact fit, and support of the pipe in an even and uniform manner. Bolts and connecting hardware shall be 304 (A2) or 316 (A4) Stainless Steel. All devices shall have a safety factor of no less than 2:1 at the full rated pressure of the pipe on which it is installed. They shall be UL listed and Factory Mutual approved. Pre-Approved restraining devices are: Uni-Flange Series 1300-C; Star Pipe Products, Stargrip series 3000; Romac Industries, Inc. GripRing or Romagrip; EBAA Iron, Inc. 1100 MEGALUG; or Engineer approved equal.

PART 3 EXECUTION

3.01 THRUST BLOCK INSTALLATION

- A. Concrete blocks shall be provided to support fittings and valves as detailed in the plans. The thrust blocks shall be constructed and/or placed so that the bearing surface is in direct line with the major force created by the pipe or fitting.
- B. The cast-in-place thrust blocks shall be constructed by pouring concrete between the fitting and the undisturbed trench shall be the bearing surface. Precast concrete blocks shall be installed by placing blocks between fitting and undisturbed wall. The precast concrete blocks shall be placed to provide a minimum of four (4) inches of concrete between fitting and undisturbed trench wall.
- C. If the character of the soil is such that adequate bearing may not be obtained, as proven by the calculations required in 1.03, mechanical thrust restraint and anchors shall be provided.
- D. The cast-in-place concrete shall not be allowed to cover the bolts of any fitting.

3.02 RESTRAINING DEVICE INSTALLATION

- A. Thrust restraints shall be completed in accordance with ANSI/AWWA C605/5.7 for PVC Pipe, ANSI/AWWA C600/4.28 for Ductile Iron Pipe, ANSI/AWWA 907, AWWA Manual M23, and as recommended by the Manufacturer.
- B. Each joint of each fitting shall be mechanically restrained. Any joints within the length indicted on the following table shall be mechanically restrained.

Fitting Type	Pipe Type	Pipe/Fitting Size		Restraint Length
		Nominal, Large or Run (in)	Branch or Small (in)	Each Side of Elbow or Valve, Large Side of Reducer, Branch Side of Tee (ft)
Dead End, Hydrant or Valve	PVC	6	-	30
Dead End, Hydrant or Valve	PVC	8	-	40
Horizontal 90° Bend	PVC	6	-	10
Vertical 45° Bend	PVC	6	6	8
6" x 6" x 6" Tee	PVC	6	6	1

PART 4 MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

- A. Thrust blocks and restraining devices are considered incidental to the fitting, valve, or appurtenance with no separate measurement and payment to be made.

4.02 BASIS OF PAYMENT

- A. No separate payment will be made for thrust blocks and restraining devices.

*** END OF SECTION ***

SECTION 33 05 61 - CONCRETE MANHOLES

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The General Provisions as set forth in the SD-DOT Standard Specifications for Roads and Bridges, 2015 Edition, as supplemented and amended shall apply to and govern the work of all persons engaged in the performance of the contract and shall form a part of the contract.
- B. Related Work Specified Elsewhere:
 - 1. Traffic Control - Section 01 55 26
 - 2. Structural Excavating, Filling and Grading - Section 31 23 16
 - 3. Shoring - Section 31 41 00
 - 4. Existing Underground Utilities - Section 33 01 00
 - 5. Sanitary Sewer and Manhole Testing - Section 33 01 30.13
 - 6. Sanitary Sewer Piping – Section 33 31 00

1.02 DESCRIPTION OF WORK

- A. The Work covered under these specifications shall include the furnishing of all material, labor, tools, and equipment necessary to furnish, install, and construct complete in place all manholes as shown on the drawings and specified herein.
- B. When the term "manhole" is used in these specifications, it shall mean a structure that is placed on the sewer line to permit entry, inspection, cleaning, and repair of the sewer, and shall apply to all types of manholes whether standard, drop, flow measuring, or pond control.

1.03 JOB CONDITIONS

- A. Existing underground utilities, as shown on the drawings, are located in accordance with available data, but locations may vary and cannot be guaranteed. The exact locations shall be determined by the Contractor as work proceeds. Excavation work shall be done carefully to avoid damaging existing work.
- B. Contractor shall provide for protection, temporary removal and replacement or relocation of said obstructions as required for the performance of the work required in these contract documents.

1.04 SUBMITTALS

- A. The Contractor shall submit for review copies of shop drawings for the materials as specified herein in accordance with the requirements of Section 01 33 23.

PART 2 PRODUCTS

2.01 MANHOLES

- A. Manholes shall be constructed of concrete or precast concrete with bases, rings, and covers according to the dimensions and details as shown on the plans or as called for in the specifications.
- B. The materials used for precast manhole sections and bases shall be of the size as shown on the drawings and shall conform to ASTM C-478.

2.02 CASTINGS

- A. Gratings and covers shall be of the standard design of the manufacturer. All castings shall be of uniform quality, free from blowholes, shrinkage, cracks, distortion, or other defects affecting strength and appearance. They shall be smooth and well cleaned.
- B. Metal used in the manufacture of castings shall conform to ASTM A48, Class 35B for gray iron or ASTM A536, Grade 65-45-12 for ductile iron.
- C. All castings shall be manufactured true to pattern; component parts shall fit together in a satisfactory manner. Round frames and covers shall have continuously machined bearing surfaces to prevent rocking and rattling.
- D. All cast dimensions may vary 1/2 the maximum shrinkage possessed by the metal or plus or minus 1/16 inch per foot.
- E. All weights shall not exceed the manufacturer's published weights by plus or minus 5%.
- F. All castings shall exceed proof load requirements of 16,000 lbs. The proof load test results shall be furnished upon request. The proof load test procedure shall be in accordance with Federal Specification A-A 60005.
- G. Standard manhole castings and covers will provide a minimum 24.0 inches clear opening for access. Manholes will have a minimum height of 7.0 inches and a minimum base width of 35.25 inches. Manhole lids will be provided with a rubber gasket to provide a self-sealing water tight lid when installed. Lids will be furnished with concealed pick holes.
- H. Unless shown otherwise on the plans, the manhole casting shall be as manufactured by Neenah Foundry Company; Deeter Foundry Company; East Jordan Foundry; or Engineer approved equal.

2.03 INSIDE DROP SYSTEM

- A. The inside manhole drop system shall consist of PVC pipe and fittings in conformance to 33 31 00 and as shown in the plans. All fasteners, bolts and straps shall be stainless steel.

2.04 MANHOLE WALL JOINT SEALANT

A. Flexible gasket material for sealing manhole wall joints shall be RAM-NEK as manufactured by Henry Company, Houston Texas; ConSeal CS-202 as manufactured by Concrete Sealants, Inc., New Carlisle, Ohio; Polylok’s Butyl Joint Sealant, Polylok, Incorporated, Wallingford, CT; or approved equivalent.

2.05 MANHOLE WALL - CASTING SEALANT

A. Unless otherwise shown on the plans, sealant material meeting the requirements of Paragraph 2.04-A above shall be used to make a watertight seal between the manhole wall and casting.

2.06 PIPE OPENING GASKET

A. Unless otherwise shown on the plans, the pipe opening in the manhole wall shall be made watertight with a rubber gasket assembly meeting the requirements of ASTM C923 and the following:

B.

1. GASKET:

Minimum Thickness of Gasket Material

8" Holes thru 16" Hole Sizes ----- 0.290" \ 0.025

18" Holes and Larger Hole Sizes ----- 0.300" \ 0.025

Minimum Compound Tensile

Strength of Rubber ----- 1,800 PSI

Elongation of Rubber----- 450% - 550%

Shore A Durometer of Rubber -----42 \ 5

2. EXPANSION SLEEVE:

Type 304 Stainless Steel

Tensile Strength of Steel ----- 85,000 PSI

Yield Strength of Steel ----- 35,000 PSI

8" thru 26" Hole Sizes----- 1.5" Wide 11-Gauge

28" Hole Sizes and Larger ----- 1.5" Wide 10-Gauge

3. TAKE UP CLAMPS:

Stainless Steel

Band, Saddle and Housing made of Type 302

Screw made of Type 305 Stainless Steel

PART 3 EXECUTION

3.01 LOCATIONS

A. Manholes shall be constructed at the locations and grades indicated on the plans.

3.02 EXCAVATION

- A. The requirements of Section 31 23 16 shall apply to the excavation, backfilling, and compaction for manholes.

3.03 GENERAL CONSTRUCTION

- A. Manholes shall be constructed only when the temperature is above 32 degrees F. All Work shall be protected against freezing.
- B. The bottom of the foundations shall be not lower than 12 inches below the lines of the invert of the sewer at that point and shall be included in the unit price bid for manholes.
- C. Invert channels shall be smooth, accurately shaped, and in accordance with the plan elevations. The floor and invert channel of the manholes shall be constructed in such a manner as to drain into the invert properly.
- D. Sanitary sewer invert channels may be:
 - 1. Formed directly in the concrete of the manhole base
 - 2. Formed using a section of PVC of required size, shape, and length and pouring concrete in accordance with Paragraphs A-C above; or
 - 3. Constructed by laying full section sewer pipe straight through the manhole and cutting out the top half after the manhole floor is constructed and sufficiently set in accordance with Paragraphs A-C above..
- E. Manholes shall be built up so that the cover, when placed, will be at the grade required in the plans or as set by the Owner's Representative.

3.04 PRECAST CONCRETE MANHOLES

- A. Monolithic precast concrete manholes shall be constructed in accordance with the details shown on the plans, as required by ASTM specification C478 and as specified hereinafter.
- B. Monolithic concrete and precast concrete manholes shall have offset cones; that is, one side shall be vertical.
- C. Precast base sections may be a base riser section and separate base slab or base section with integral floor. Cast in place bases shall be furnished as shown on the plans.
- D. Precast concrete manholes shall be placed using present acceptable construction methods.
- E. The openings in monolithic precast manhole sections shall be sealed using a rubber sleeve gasket to make a flexible watertight connection.
- F. All manhole sections shall be sealed with a double ring of sealant to form a watertight seal.
- G. All lifting holes in the manhole walls shall be carefully grouted with non-shrink grout prior to backfilling.

3.05 BACKFILLING

- A. The Contractor shall protect the manhole from all elements and from displacement during backfill operations. If any displacement of a manhole occurs, the Contractor shall repair all resulting damage and return the manhole to the original position required at his own expense.
- B. The backfill material shall conform to the requirements of Section 31 23 33.

3.06 CASTING PLACEMENT

- A. The manhole casting and cover shall be carefully centered and sealed in the opening manhole wall-casting. Sealant methods and material as shown on the plans.

3.07 SURFACE FINISH

- A. The surface of the area shall be finished and smoothed to the lines and grades as shown on the plans.
- B. The requirements for the surface finish of the surrounding area shall conform to the requirements of the specifications relating to the surface to be replaced.

PART 4 MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. Manholes shall be measured in units as specifically called for in the Bid Form.
- B. Extra depth Manholes shall be measured to the nearest 0.1 feet from the top of the casting to the lowest invert.

4.02 BASIS OF PAYMENT

- A. The price bid for standard manholes, complete in place, shall be full compensation for furnishing all materials, labor, equipment, and incidentals necessary to construct and place in satisfactory operating condition the manholes, excavation, backfill, and concrete foundations. The price bid shall include and constitute full compensation for all manhole castings and covers, fittings, linings, and other appurtenances as required therein.
- B. The price bid for extra depth manhole, complete in place, shall be full compensation for furnishing all materials, labor, equipment, and incidentals for extra depth manholes. The price bid shall include and constitute full compensation for the extra depth of the manhole exceeding 10 vertical feet. No additional payment is made for manholes less than 10 vertical feet in height.

* * * END OF SECTION * * *

SECTION 33 14 13 - WATER UTILITY DISTRIBUTION PIPING

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The General Provisions as set forth in the SD-DOT Standard Specifications for Roads and Bridges, 2015 Edition, as supplemented and amended shall apply to and govern the work of all persons engaged in the performance of the contract and shall form a part of the contract.
- B. Related Work Specified Elsewhere:
 - 1. Trenching and Backfilling - Section 31 23 33
 - 2. Flushing and Disinfection of Water Utility Piping - Section 33 01 10.53 & 10.58
 - 3. Testing of Water Utilities - Section 33 01 12
 - 4. Thrust Restraint for Utility Piping – Section 33 05 09.33
 - 5. Water Service Laterals - Section 33 14 17
 - 6. Water Utility Distribution Valves – Section 33 14 19

1.02 DESCRIPTION OF WORK

- A. The work covered under these specifications shall include the furnishing of all labor, material, tools, and equipment necessary to furnish and install, complete in place, all piping and fittings as shown on the drawings and as specified herein.

1.03 SUBMITTALS

- A. The Contractor shall submit for review copies of shop drawings for materials specified herein.
- B. Certificates from the manufacturer that the materials meet or exceed specified requirements.
- C. The manufacturer's installation recommendations, including types and amounts of gasket lubricant, where applicable, to be used.
- D. Certification shall be provided that all pipes, plumbing fittings, and fixtures are "Lead Free" in accordance with the January 4, 2011 modification to Section 1417 of the Safe Drinking Water Act.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. All materials shall be packed, loaded, transported, unloaded, and handled in such a manner to prevent damage to the materials.
- B. All material shall be loaded and unloaded by lifting with slings or hoists or skidding to avoid shock or damage. Dropping or rolling will not be permitted. The use of end hooks to install or move piping will not be allowed.

- C. All materials shall be stored on the site in accordance with the manufacturer's recommendations. Do not store materials directly on the ground.
- D. All materials shall be kept clean and dry. The insides of all piping and fittings shall be kept free of dirt and debris.

PART 2 PRODUCTS

2.01 DUCTILE IRON FITTINGS

- A. Ductile iron fittings shall conform to the requirements of ANSI Specifications A21.10 or A21.53.
- B. Ductile iron fittings to be installed underground shall be mechanical joint or push-on joint type conforming to the requirements of ANSI A21.11 unless shown otherwise. Bolts and nuts shall be stainless steel.
- C. All ductile iron fittings shall be lined with cement mortar in accordance with ANSI Specification A21.4. Fittings to be installed in buried locations shall have a coal tar varnish coating not less than 1 mil. thick.
- D. Low density polyethylene encasement material shall have a minimum thickness of not less than 8 mils. The polyethylene material shall be marked and installed according to AWWA C105-99 or latest revision thereto.

2.02 PRESSURIZED POLYVINYL CHLORIDE (PVC) PIPE

- A. Polyvinyl Chloride pipe shall be C900, DR 18 rated pipe conforming to the requirements of AWWA C-900.
- B. The pipe shall be made from Type 1, Grade 1, Class 12454B compounds conforming to ASTM D1784.
- C. All pipe shall be marked with the following: Nominal pipe size, material code designation, DR, pressure rating, manufacturer's name or trademark, NSF seal and ASTM numbers.
- D. The PVC pipe shall be furnished in 20-foot laying lengths. Longer lengths will be allowed only if the Contractor certifies that he will provide equipment on the project to fully support the pipe while being transported and distributed over the project.
- E. All PVC pipe shall be furnished with gasket joints conforming to ASTM D3139. Rubber gaskets shall conform to the requirement of ASTM F477.
- F. Manufacturer's proof of design tests and joint dimensions shall be submitted to the Engineer for gasket joints, which do not maintain SDR throughout the joint.
- G. Gasket joint couplings used for plain end pipe shall have a pressure rating equal to the pipe on which used. Centering of pipe within the coupling will be assured by means of an integral positive stop in the coupling. All couplings must be of the double gasket type. Couplings requiring welds will not be allowed.
- H. All gasket joints shall have a seating depth equal to at least 50% of the nominal

pipe diameter.

- I. The ends of the pipe to be inserted into couplings or joints shall be factory marked to allow field checking of the depth of setting of the pipe in the joint socket.
- J. The gasket lubricant shall be furnished by and approved for the intended use by the pipe manufacturer.

2.03 FITTINGS FOR PRESSURIZED PVC PIPE

- A. Fittings for use on PVC pipe shall be ductile iron fittings conforming to the requirements of Paragraph 2.01 above.

2.04 PLAIN END PIPE CONNECTIONS

- A. Couplings for PVC to PVC connections shall be made by restrained joint long sleeves conforming to Paragraph 2.01. Alternatively, the PVC to PVC pipe connections can be made by a restraint coupling conforming to the following requirements.
- B. Couplings shall be gasketed, sleeve type of a diameter to properly fit the pipes being joined. Each coupling shall consist of one (1) steel sleeve, two (2) end ring followers, two (2) rubber compound gaskets and sufficient bolts to properly compress the gaskets to make a watertight coupling.
- C. Couplings for PVC to PVC connections shall be the restrained type which grip the pipe or otherwise be mechanical restraints to hold the joint together. Couplings shall be Dresser Style 38, Mueller Maxi-Range, Romac Industries Style 501, or approved equal.
- D. The sleeve shall be ASTM A53, ASTM 512 or carbon steel or ASTM 536 ductile iron with a minimum yield of 30,000 psi. The steel sleeve shall have a minimum wall thickness of one quarter (1/4) inch and a minimum length of seven (7) inches. The carbon steel sleeves shall be furnished with a fusion bonded epoxy with a minimum dry thickness of 12 mils suitable for potable water service. Ductile iron sleeves may be furnished with the manufacturer's standard shop coating or coal tar varnish coating.
- E. The end rings shall be Ductile Iron, ASTM A536 or steel, AISI C1018, and of such design to provide confinement of the gaskets. The end rings shall be furnished with fusion bonded epoxy with a minimum dry thickness of 12 mils or a coal tar varnish coating.
- F. The coupling bolts and nuts shall be stainless steel. The manufacturer shall furnish information as to recommended torque for the proper tightening of the bolts.
- G. Gaskets shall be minimum grade 30 gaskets composed of new crude or synthetic rubber base compounded with other products to produce a material which will not

deteriorate from age, from heat, or exposure to air under normal storage conditions. It shall also possess the quality of resilience and ability to resist cold flow of the material so that the joint will remain sealed and tight indefinitely when subjected to shock, vibration, pulsation and temperature or other adjustments of the pipe line.

- H. The couplings shall be assembled on the job in a manner to insure permanently tight joints under all reasonable conditions of expansion, contraction, shifting and settlement, unavoidable variations in trench gradient, etc.
- I. Flanged couplers shall consist of one compression end and gasket, coupling center sleeve, and AWWA Class "D" Flange (per AWWA C207).

2.05 FOSTER ADAPTOR

- A. Mechanical joint (MJ) valves and fittings shall be connected using an epoxy coated bolt-through positive restraint mechanism manufactured of U.S.A. ductile iron conforming to ASTM A536, 80-55-06. The positive restraint device shall connect the valves and/or fittings at a linear distance not to exceed three (3) inches and without attachment to pipe. The device shall come complete with all accessories, including standard styrene butadiene rubber (SBR) MJ gaskets conforming to the latest revision of AWWA C111/ASTM F-477. Bolts and nuts shall be stainless steel. The bolt-through MJ positive restraining device shall be supplied with an epoxy coating. The device shall be used with standard mechanical joint fittings (AWWA C110 or C153) and valves. The device shall be Infact Corporation FOSTER ADAPTOR or equal.

2.06 PVC ENCASUREMENT PIPE

- A. PVC encasement pipe at open trench installation locations shall follow the specifications of paragraph 2.02.

2.07 PVC CARRIER PIPE (PVC RESTRAINED JOINT WATER MAIN)

- A. The pipe which is placed in a casing across a road shall be one of the following:
 - 1. PVC conforming to the requirements of Paragraph 2.02 with Restraining Gaskets
 - a. The joints of the pipe shall be restrained by an internal locking system activated by pushing the pipe in the bell which enables the gripping of the joint.
 - 2. PVC with Spline Locked Joints
 - a. The pipe shall conform to ASTM D2241 and consist of joints which utilize machined grooves on the pipe which will allow a spline to be inserted through the bell around the pipe's circumference. The pipe shall conform to DR 18 dimensions.
 - 3. AWWA Fusible PVC Pipe
 - a. The pipe shall be fusible PVC pipe conforming to Paragraph 2.03.

2.08 CASING SPACERS

- A. Casing spacers shall be constructed of semi-circular stainless steel bands which bolts together forming a collar around the carrier pipe. The spacers shall be designed with risers (when needed) and runners to support and center the carrier pipe within the casing and maintain a minimum clearance of 0.50" between the casing I.D. and the spacer O.D. Each spacer shall have four riser and runner combinations with two being on each band. Type 304 stainless steel bolts and nuts shall be provided with the spacers.
- B. The bands shall be manufactured of 8" wide, 14 gauge 304 stainless steel. The risers shall be constructed of 304 stainless steel having a minimum length of 6".
- C. Abrasion resistant runners, having a minimum length of 7" and a minimum width of 1", shall be attached to each riser to minimize friction between the casing pipe and the carrier pipe as it is installed. Runner shall be made of ultra high molecular weight polymer which has a low coefficient of friction. The ends of all runners shall be beveled to facilitate installation over rough weld beads or the welded ends of misaligned or deformed casing pipe.
- D. Interior surfaces of the stainless steel collar shall be lined with PVC or EPDM having a minimum thickness of 0.090" with a hardness of durometer "A" 85-90.
- E. Recommended spacing of the spacers is one placed a maximum of one foot on each side of the bell joint and one placed every 8 to 12 feet apart thereafter.

2.09 ENCASUREMENT SEALS

- A. The Contractor shall use a flexible end seal approved for underground use. The end seal shall be used to seal the ends of all encasement pipes.
- B. The nuts, bolts, and metal straps shall be stainless steel.
- C. The seals shall be Model ESC or ESW by CCI Pipeline Systems or approved equal.

2.10 FASTENERS

- A. All fasteners in buried locations shall be Grade 304 (A2) or Grade 316 (A4) stainless steel. Anti-Seize shall be applied to all threads prior to installation.

2.11 LUBRICANT FOR PIPE GASKETS

- A. Lubricant shall be an emulsified polymer-based product, specifically formulated to be water-soluble without causing turbidity. Lubricant shall not transfer taste and/or odor to new water main installations. Lubricant must not promote bacterial growth and be safe for use on all metal and plastic pipes. Lubricant shall be easily flushed from the line and be non-reactive to chlorinated water. Lubricant should work easily on both wet and dry surfaces.

2.12 POLYETHYLENE WRAP

- A. All ductile fittings shall be encased in low density polyethylene. The polyethylene material shall have a minimum thickness of not less than 8 mils. The poly

material shall be marked and installed according to AWWA C105, latest revision.

2.13 TRACER WIRE SYSTEM

- A. Conductor: Tracer wire with pipe that is installed by open trench shall be #12 AWG Copper Glad Steel, High Strength with a minimum 380-pound breaking strength. Tracer wire installed with pipe that is directionally drilled in place shall be #12 AWG Copper Clad Steel, Extra High Strength with minimum 1,150-pound breaking strength. Conductor shall be insulated with low density high molecular weight polyethylene insulation suitable for direct bury applications per ASTM D-1248. The minimum insulation thickness shall be 0.030. Tracer wire shall have high molecular weight polyethylene insulation rated for direct burial at 30 volts. All wire shall be spark tested at 7500 VDC. The color of the insulation shall be blue.
- B. Splices and or Connectors: At tees, the lateral wire shall be connected to the mainline wire using a three-way connector. At crosses, the four wires shall be joined using two three-way connectors and a jumper wire as shown in the plans. At non-metallic service line connections, the lateral wire shall be connected to the mainline wire using a three-way connector. All connectors shall be dielectric silicon filled to seal out moisture and corrosion.
- C. Tracer Wire Access Point: Tracer wires for service lines shall be terminated using the tracer wire nut attached to the curb stop. Tracer wire access points at hydrants shall be installed with a dual terminal junction box that is mounted to a hydrant flange as shown in the plans. The junction box shall be Cobra Access Point by Copperhead Industries or approved equal. Two feet of excess wire shall be installed below the junction box.
- D. Grounding Rod: Grounding rods shall be a magnesium drive-in grounding rod. The rod shall be 18.5 inches long and have a diameter of 1.315 inches. The rod shall have 20 feet of red 12 AWG copper clad steel tracer wire factory installed on the end. The breaking pounds of the wire shall be a minimum of 450 and the minimum insulation thickness shall be 0.30 mil.

2.14 BEDDING MATERIAL

- A. Borrowed granular bedding material shall conform to the gradation indicated below.

<u>Sieve Opening</u>	<u>Bedding Material (Percent Passing)</u>
No. 4	95 -100
No. 16	45 - 85
No. 50	10 - 40
No. 100	2 - 10
No. 200	< 5

- B. Borrowed granular bedding material for unstable trench bottom shall conform to the gradation for Size 67 Coarse Aggregate, ASTM D448, which is indicated below.

SIEVE OPENING	BEDDING MATERIAL (Percent Passing)
1"	100
3/4"	90-100
3/8"	20-55
No. 4	0-10
No. 8	0-5

2.15 TAPPING SLEEVE

- A. Tapping sleeves used for connections to existing water main shall be stainless steel with a mechanical joint outlet. The tapping sleeve shall be rated for a maximum working pressure of 250 psi. Tapping sleeve shall be PowerSeal 3490MJ or an approved equal.
- B. The mechanical joint outlet shall be a one piece casting of stainless steel welded 360 degrees to the branch of the sleeve. The casting shall have a shoulder and plain end cross sectional profile fully complying with AWWA/ANSI C110/A21.10. The inside diameter of the mechanical joint outlet fitting and the branch shall be larger in diameter by a minimum of 3/8 inches than nominal size to allow the use of a full size cutter.
- C. The tapping sleeve shall have a 360° branch sealing gasket with a dual O-ring design incorporating both hydrostatic and mechanical forces to affect a dynamic seal. A gridded complete circle gasket attached to the sleeve shall be rated at -40°F to 200°F. An industry standard mechanical joint outlet gasket must be supplied complying with ANSI/AWWA C111/A21.11.
- D. All fluid sealing area welds branch/body, branch/MJ outlet and test plug will be double welded (inside and outside).
- E. Each tapping sleeve shall be factory hydrostatically tested on pipe to verify proper fit and weld integrity with zero leakage allowed and will be designed to withstand the required working pressure.
- F. There will be no paper or plastic adhesive labels attached to the tapping sleeve. Any information appearing on the sleeve shall be etched.
- G. Bolts, nuts, and washers shall be stainless steel. Stainless steel hex nuts shall be furnished with fusion bonded coating to prevent seizing and galling.
- H. Lugs shall be structurally welded to the shell. Lugs shall be stainless steel per ASTM A240.
- I. Tapping machine shall be Romac Industries, Inc. Tapmate XL-424 or an approved equal.

PART 3 EXECUTION

3.01 GENERAL

- A. The areas to receive piping shall be examined for defects that may adversely affect the execution and quality of Work. Prior to the start of piping installation, all measurements shall be checked for deviations from allowable tolerances for piping.

3.02 BURIED PIPING INSTALLATION

- A. All piping and fittings shall be laid true to line and grade as shown on the plans. Each section of pipe shall be so laid and fitted together that when complete the

piping will have a smooth uniform flow line. The inside of all pipes shall be cleaned before installation and kept thoroughly clean during and after the laying. Pipe ends shall be cleaned inside and outside.

- B. Apply lubricant liberally to the inside of the pipe bell and spigot. Make sure lubricated surfaces remain free of dirt, gravel or other debris. Assemble the pipe joint immediately after application of the lubricant.
- C. All pipe and fitting shall be examined for defects before being lowered into the trench. The interior and exterior protective coating shall be inspected and field repaired, if required, and possible accordance with applicable standards. If repair is not possible, the defective pipe section shall be removed.
- D. The pipe shall be handled and installed in accordance with manufacturer's recommendations and the requirements of AWWA C600 for Ductile Iron pipe, ANSI/AWWA C605 and ASTM D2774 for PVC pipe.
- E. When pipe laying is not in progress, including the noon hours, the open ends of pipe shall be closed. No trench water, animals, or foreign material shall be permitted to enter the pipe.
- F. Bedding material shall be used with all piping. After each pipe has been graded, aligned, and placed in final position on the bedding material and shoved home, sufficient pipe embedment material shall be deposited and compacted under and around each side of the pipe and back of the bell or end thereof to hold the pipe in proper position and alignment during subsequent pipe joining and embedment operations. Bedding material shall be Class C bedding and as specified in Part 2.
- G. The pipe shall be laid upon properly placed bedding material so that the barrel of the pipe will have a bearing for its full length. Bell holes and depressions for joints shall be excavated after the trench bedding has been graded.
- H. The Contractor shall provide and maintain all necessary means and devices at all times to remove and dispose of all water entering the trench during the process of pipe laying. The trench shall be kept dry until the pipe laying and jointing are completed. Removal of water shall comply with Section 31 23 33.
- I. Thrust blocks or restraining fittings to restrain pressurized piping shall be provided at all abrupt changes in direction, tees, bends, dead ends and hydrants, and shall be in accordance with the pipe manufacturer's recommendations and Section 33 05 09.33.
- J. All piping and fittings shall be installed in the locations as shown on the plans and directed by the Owner's Representative. Each section of pipe shall be laid and fitted together so that, when complete, the piping will have a smooth uniform flow line. The inside of all pipes shall be cleaned before installation and kept thoroughly clean during and after the installation. Pipe ends shall be cleaned inside and outside.
- K. No dirt, vegetation, or other foreign material shall be in the bell. If there is any evidence of dirt, vegetation or other foreign material in the pipe joints, the Contractor shall disconnect the piping to remove the material prior to placing the

pipe in the trench. If the carrier pipe was field cut, the end must be beveled prior to installation.

- L. All ductile iron pipe and fitting shall be wrapped with low density polyethylene encasement material. The low density polyethylene encasement material shall be secured to the fittings as to not be removed or harmed during backfilling procedures.

3.03 MECHANICAL JOINTS AND COUPLINGS

- A. Mechanical joints shall be carefully assembled in accordance with the manufacturer's recommendations. If effective sealing is not obtained, the joint shall be disassembled, thoroughly cleaned, and reassembled or replaced. Over tightening bolts to compensate for poor installation practice will not be permitted.
- B. The holes in mechanical joints with tie rods shall be carefully aligned to permit installation of the tie rods. In flange and mechanical joint pieces, holes in the mechanical joint bells and the flanges shall straddle the top (or side for vertical piping) centerline. The top (or side) centerline shall be marked on each flange and mechanical joint piece at the foundry.

3.04 TRACER WIRE INSTALLATION

- A. See Plans for details.
- B. Tracer wire shall be installed in the trench at the same time as the pipe or immediately prior to starting the backfill of the trench.
- C. Install a continuous length of tracer wire for the full length of each run of nonmetallic pipe. Attach wire to top of pipe in such manner that it will not be displaced during construction operations.
- D. Splices will be allowed at pipeline intersections, manholes, bored crossings, and at other locations as agreed upon by the Resident Project Representative. Splices in tracer wire will be made with approved connectors. Wire nuts may not be used. A waterproof connection is necessary to prevent corrosion. Splices shall be completed in accordance with the manufacturer's recommendations.
- E. Prior to final acceptance, all tracer wire shall be electrically tested for continuity from one exposed end to another.
- F. Bring the wire to the ground surface at each fire hydrant and loop the wire in a tracer wire terminal box. These boxes shall be located between the hydrant and the hydrant valve with at least two feet of extra wire inside the box. The tracer wire terminal box must be installed flush with the finished grade.

3.05 TESTING AND CLEANING

- A. All piping, valves, and fittings shall be tested in accordance with Section 33 01 12.
- B. All piping, valves, and fittings shall be cleaned and flushed in accordance with the requirements of Section 33 01 10.53 & 10.58.

3.07 TRACER WIRE

- A. Tracer wire, ground rods and access boxes shall be installed in accordance with the details shown in the plans or as directed by the Engineer.
- B. The tracer wire shall be installed at the bottom half of the pipe and secured (taped/tied) as shown in the plans.
- C. Tracer wire system must be installed as a single continuous wire, except where using approved connectors.
- D. Any damage occurring during installation of the tracer wire must be immediately repaired by removing the damaged wire and installing a new section of wire with approved connector(s) at the Contractor's expense.
- E. Tracer wire must be properly grounded at all dead ends. Mainline tracer wire shall not be connected to existing conductive pipes. The tracer wire shall be grounded using an approved waterproof connection with the grounding rod buried at the same depth as the tracer wire.
- F. The Contractor shall connect the wire(s) to the access terminal(s) and carefully insert the excess wire(s) below the access terminal(s).
- G. All tracer wire installation shall be tested by the Contractor upon completion of the pipe installation and backfilling. All installed tracer wire shall be located using low frequency (512 Hz) line tracing equipment, witnessed by the Engineer or Owner prior to acceptance.
- H. The following shall not be allowed or accepted:
 - Looped wire or continuous wire installation, that has multiple wires laid side-by-side or near one another
 - Wire terminations within the roadway
 - Connecting tracer wire to existing conductive utilities

3.08 TAPPING SADDLE

- A. Tapping sleeves shall be used for wet (live water main under pressure) installation and shall be installed in accordance with the manufacturer's recommendations.
- B. The pipe at the tapping sleeve location shall be thoroughly cleaned so the surface is smooth and free of dirt and other debris.
- C. The pipe and gasket shall be lubricated with soap/water solution. Do not use grease or pipe lubricant.
- D. The tapping sleeve shall be positioned on the pipe to make sure the outlet is properly aligned with branch-line to be connected. The tapered ends of the complete circle gasket shall be smooth against the pipe, and never positioned so that sleeve rotation is required.
- E. The tapping sleeve shall be tightened by 25 ft-lb increments and maintaining an even gap distance between the bolt lugs on both sides of the sleeve.

- F. A hydrostatic test of the tapping sleeve and valve assembly shall be completed after the installation of the tapping sleeve and valve, but prior making the tap. The pressure test shall be initiated by bringing the hydrostatic pressure to a minimum of 120 psi. No leakage is acceptable and shall be maintained for a minimum of 15 minutes.
- G. The tapping procedure is to be in accordance with the machine manufacturer's recommendations. The tapping fitting shall be placed on the water main and secured solidly with the gate valve installed left open. A tapping machine shall be attached with appropriate cutting head and watertight housing. The tapping machine, valve, and fitting shall be securely fitted to prevent loss of water pressure. Once the cut is complete, the cutting head shall be withdrawn into the tapping machine and the valve shall be closed. The tapping machine shall be removed from the valve with no loss of water service.
- H. Concrete thrust blocks shall be provided on the backside of the tapping sleeve and placed against undisturbed earth. If poured, concrete shall be formed to ensure accessibility to fittings and poured against undisturbed earth. Fittings are to be completely wrapped with polyethylene encasement prior to pouring concrete. Polyethylene encasement shall be installed around the sleeve and installed up to the operating nut leaving the valve operating nut exposed and free to be operated.

PART 4 MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

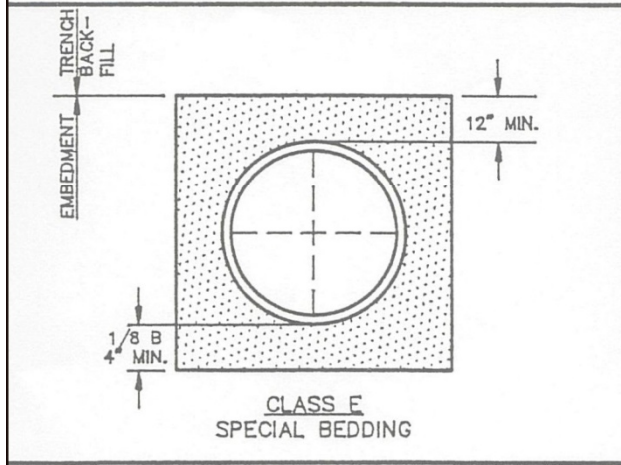
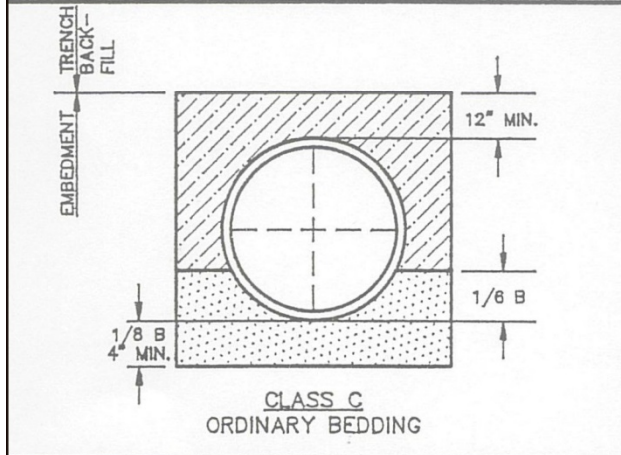
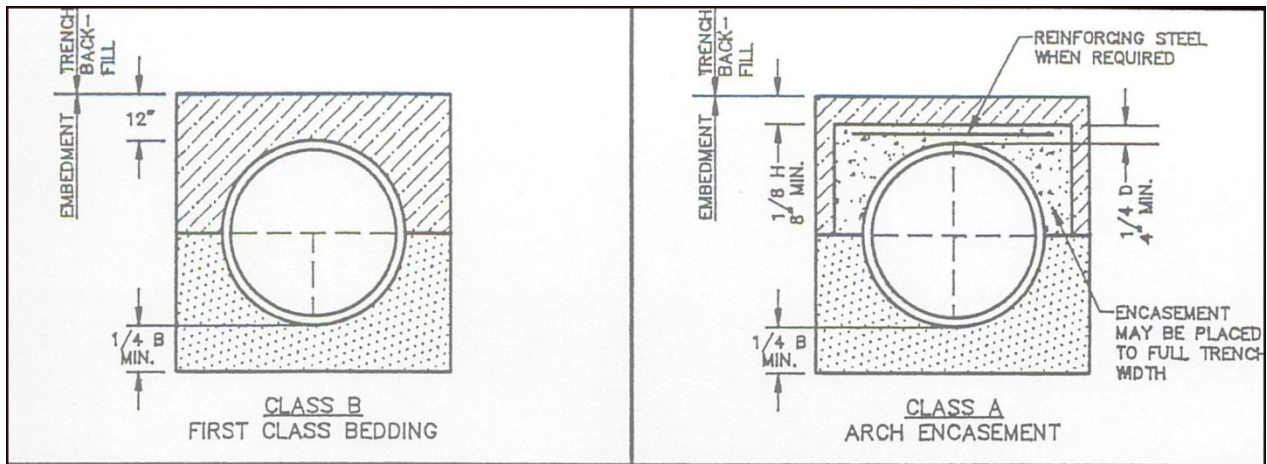
- A. Piping of the different types and classes as called for on the Bid Form shall be measured on a lineal foot in place basis.
- B. Bedding material will not be measured and will be incidental to the piping.
- C. All fittings specifically called for on the Bid Form will be measured on a per each basis for each type and size of fitting, including all fasteners, gaskets, coatings, blocking, and miscellaneous hardware to install the fitting properly in the locations designated on the plans.
- D. Incidental items associated with the piping materials for which no separate measurement and payment will be made include but are not limited to:
 - 1. Gaskets
 - 2. Lubricants
 - 3. Protective Coatings
 - 4. Linings
 - 5. Tracer Wire
 - 6. Ground Rods
 - 7. Pipe Restraints
 - 8. Casing Spacers
 - 9. End Seals
 - 10. Poly Wrap
- E. Connection to existing water mains and/or appurtenances of different sizes as

called for on the Bid Form shall be measured as shown on the Bid Form.

- F. Tracer wire will not be measured and will be considered incidental in the unit prices for piping as appropriate. All fasteners splice kits and other appurtenances shall be considered incidental.
- G. Tracer wire access points will be measured on a per each basis.
- H. The removal and disposed of existing water piping and fittings will not be measured for payment and shall be considered incidental to the project.
- I. Encasement pipe shall be measured and paid for by the linear foot as indicated on the Bid Form.
- J. Tapping saddles shall be measured and paid on a per each basis.

4.02 BASIS OF PAYMENT

- A. Piping of the different types, classes, and installation methods as called for on the Bid Form shall be paid at the contract unit price provided in the Bid Form.
- B. Fittings listed in the Bid Form shall be paid at the contract unit price provided in the Bid Form. Fittings not specifically shown in the plans or called for on the Bid Form shall be considered incidental and included in the unit prices bid for piping, and appurtenances as appropriate with no separate payment made.
- C. Connection to existing water mains and/or appurtenances of different sizes as called for on the Bid Form shall be paid as shown on the Bid Form. Payment shall be compensation for furnishing all material, equipment, and labor to make the necessary connections.
- D. Payment for tracer wire access points will be on a basis of each tracer wire access point installed as called for on the Bid Form. PVC conduit, wire fasteners, splice kits, adjusting to grade and other appurtenances shall be considered incidental to tracer wire access points.
- E. The Contractor shall be responsible to provide temporary water services to resident's homes and/or places of business for water shut-offs longer than one eight (8) hour working day. No direct payment will be made for providing temporary water service to residents and/or businesses but shall be considered incidental to the contract.
- F. Encasement pipe and water main shall be paid for separately. Costs for restraints required to restrain pipe connections inside the casing pipe shall be considered incidental to the casing pipe. Restraints include but are not limited to bell restraint devices and restrained joint type.
- G. No separate payment will be made for bedding material.
- H. Tapping saddles shall be paid on a per each basis and shall include all materials, drilling, connections, bolts, labor, and other incidentals necessary for the installation of the tapping saddle.



NOTES:

GRANULAR EMBEDMENT SHALL BE SIZE #7 COARSE AGGREGATE ASTM D-33 (SEE SPECIFICATIONS) TO BE PLACED IN NOT MORE THAN 6" LAYERS AND COMPACTED BY SLICING WITH A SHOVEL OR VIBRATING.

COMPACTED EMBEDMENT SHALL BE FINELY DIVIDED JOB EXCAVATED MATERIAL, AND STONES, PLACED IN UNIFORM LAYERS NOT MORE THAN 8" THICK AND COMPACTED TO 95% MAXIMUM DENSITY AS DETERMINED BY ASTM D608; INUNDATED SAND; OR GRADED GRAVEL GRANULAR EMBEDMENT MAY BE SUBSTITUTED FOR ALL OR PART OF COMPACTED EMBEDMENT.

LEGEND

B OUTSIDE DIAMETER OF PIPE
H COVER ABOVE TOP OF PIPE
D NOMINAL PIPE SIZE

COMPACTED EMBEDMENT
 GRANULAR BEDDING
 CONCRETE

SPN & ASSOCIATES
2100 NORTH SANBORN BLVD
MITCHELL, SD 57301

STANDARD DRAWING
33 11 00 - 1

* * * END OF SECTION * * *

SECTION 33 14 17 - WATER SERVICE LATERALS

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The General Provisions as set forth in the SD-DOT Standard Specifications for Roads and Bridges, 2015 Edition, as supplemented and amended shall apply to and govern the work of all persons engaged in the performance of the contract and shall form a part of the contract.
- B. Related requirements specified elsewhere:
 - 1. Trenching and Backfilling – Section 31 23 33
 - 2. Flushing and Disinfection of Water Utility Piping- Section 33 01 10.53 & 10.58
 - 3. Testing of Water Utilities - Section 33 01 12
 - 4. Water Utility Distribution Piping - Section 33 14 13
 - 5. Water Utility Distribution Valves - Section 33 14 19

1.02 DESCRIPTION OF WORK

- A. The work covered under this section of the specifications shall include the furnishing of all labor, materials, tools and equipment necessary to furnish and install, complete in place, all water service piping, fittings, and related appurtenances as shown on the drawings and as specified herein.

1.03 SUBMITTALS

- A. The Contractor shall submit for review copies of shop drawings for materials specified herein in accordance with the requirements of Section 01 33 23 and the requirements as hereinafter specified.
- B. The Contractor shall submit for review certificates from the manufacturer that the materials meet or exceed specified requirements.
- C. The Contractor shall submit for review the manufacturer's installation recommendations, including types and amounts of gasket lubricant, where applicable, to be used.
- D. Certification shall be provided that all pipes, plumbing fittings, and fixtures are "Lead Free" in accordance with the January 4, 2011 modification to Section 1417 of the Safe Drinking Water Act.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. All materials shall be packed, loaded, transported, unloaded, and handled in such a manner to prevent damage to the materials.

- B. All material shall be loaded and unloaded to avoid shock or damage. Dropping or rolling will not be permitted. The use of end hooks to install or move piping will not be allowed.
- C. All materials shall be stored on the site in accordance with the manufacturer's recommendations. Do not store materials directly on the ground.
- D. All materials shall be kept clean and dry. The inside of all piping and fittings shall be kept free of dirt and debris.

PART 2 PRODUCTS

2.01 SERVICE PIPE

- A. Water service pipe shall be Type K soft copper.

2.02 SADDLES

- A. Water service saddle bodies shall be a brass alloy as per ASTM B-62. Saddle body shall be furnished with AWWA Type CC corporation threads conforming to AWWA C800 (latest revision) Standard for Underground Service Line Valves and Fittings.
- B. Body and strap shall be permanently joined together with a silicon bronze pin. Body and strap shall be closed with a silicon bronze bolt. The gasket shall be composed of EDPM rubber.
- C. Water service saddles shall be Style S70 as manufactured by Ford Meter Box Company, Inc. to match the existing inventory, or approved equal.

2.03 CORPORATION STOPS

- A. Corporation stop valves shall be ball type valves of the size as shown on the plans or as directed by the Engineer. Valves shall be as manufactured by Ford Meter Box Company, Inc., A.Y. McDonald Manufacturing Co., Mueller Company or approved equal.
- B. Corporation stop valves shall conform to the requirements of AWWA C800 (latest revision) Standard for Underground Service Line Valves and Fittings.
- C. Inlet threads of the corporation stop shall be AWWA TYPE CC. Outlet connection shall be furnished with pack-joint connections appropriate for the service line material size and type to be connected to the valve.

2.04 SERVICE LINE VALVES/CURB STOPS

- A. Service line valves shall be ball type valves of the size as shown on the plans or as directed by the Owner's Representative. Valves shall be as manufactured by Ford Meter Box Company, A.Y. McDonald Manufacturing Co., Mueller Company, or approved equal.
- B. Service line valves shall conform to the requirements of AWWA C800 (latest revisions) Standard for Underground Service line Valves and Fittings.

- C. Valves shall be furnished with compression brass fittings and stainless-steel inserts. Fittings and inserts shall be appropriate for the service line material size and type to be connected to the valve.
- D. Service line valves shall be Minneapolis pattern.
- E. Curb box lids shall be provided with a tracer wire screw that is tapped into the bottom of the lid for securing a quick connect eyelet terminal. Once tightened, the threaded end of the screw becomes accessible for attaching an alligator clip at the top of the lid.

2.05 SERVICE LINE VALVE BOXES

- A. Valve boxes for service line valves shall be furnished for Minneapolis pattern. Valve boxes shall be manufactured by the manufacturer of the service line valves.
- B. Valve boxes shall be furnished with 1 1/4" steel pipe upper section and cast-iron base and lid. Boxes shall be coated with asphalt base paint. Valve box lids shall be provided with a pentagon head plug.
- C. All valve boxes shall be wrapped with polyethylene material conforming to the requirements as specified herein.
- D. Low density polyethylene encasement material shall have a minimum thickness of not less than 8 mils. The polyethylene material shall be marked and installed according to AWWA C105-99 or latest revision thereto.

2.06 MISCELLANEOUS COUPLINGS

- A. Couplings for water service pipe and tubing shall be brass body with pack joint connections on both ends. Pack-joint connections shall be appropriate for the service line materials size and type to be connected.
- B. Couplings shall be manufactured by Ford Meter Box Company, A.Y. McDonald Manufacturing Co., Mueller Company or approved equal.

2.09 TRACER WIRE

- A. Tracer wire is not required with copper water service material. Refer to Section 33 14 13.

PART 3 EXECUTION

3.01 GENERAL

- A. The areas to receive piping shall be examined for defects that may adversely affect the execution and quality of work. Prior to the start of piping installation, all measurements shall be checked for deviations from allowable tolerances for piping.

3.02 BURIED PIPING INSTALLATION

- A. All piping and fitting shall be laid true to line and grade as shown on the plans. All pipe and fittings shall be examined for defects before being lowered into the trench. The inside of all pipes shall be cleaned before installation and kept thoroughly clean during and after pipe laying. Pipe ends shall be cleaned inside and outside.
- B. When pipe laying is not in progress, including the noon hours, the open end of pipe shall be closed. No trench water, animals or foreign material shall be permitted to enter the pipe.
- C. The Contractor shall always provide and maintain all necessary means and devices to remove and dispose of all water entering the trench during the process of pipelaying. The trench shall be kept dry until the pipelaying and jointing are completed. Removal of water shall comply with Section 31 23 33.

3.03 SADDLE AND CORPORATION STOP INSTALLATION

- A. All saddles and corporation stops shall be installed in the locations as shown on the plans or as directed by the Owner's Representative. Saddles and corporation stops shall be installed in accordance with details as shown on the plans the manufacturer's recommendations.

3.04 CURB STOP INSTALLATION

- A. All curb stops and service line valves shall be installed in the location as shown on the plans or as directed by the Owner's Representative. Curb stops and service line valves shall be installed in accordance with the details shown on the plans and the manufacturer's recommendations.

3.05 CURB STOP/SERVICE LINE VALVE BOX INSTALLATION

- A. All foreign material and debris shall be removed from the top of the valve operator prior to setting the valve box. Valve boxes shall be centered and plumb over the operating nut of the valve.
- B. The tops of the curb stops/service line valve boxes shall be installed flush with the surrounding surface unless otherwise directed by the Owner's Representative.

3.06 TESTING

- A. All piping shall be cleaned and disinfected in accordance with the requirements of Section 33 01 10.53 & 10.58.
- B. All piping shall be tested in accordance with Section 33 01 12

3.07 COMPACTION METHOD INSTALLATION

- A. This type of installation may be completed by a pneumatic piercing tool "Hole-Hog" and/or by pulling a reaming cone to create a pre-bored hole.
- B. The maximum diameter of the pre-bored hole shall be 1.5 times the diameter of the carrier pipe.
- C. Damage caused by the boring operation not underground utilities shall be repaired by the Contractor as required by the utility owner.
- D. The boring shall be adjusted as necessary to stay within tolerances of 2 feet in horizontal alignment and 0.5 feet in vertical alignment as called for on the plans or as otherwise approved by the Owner's Representative.

3.08 TRACER WIRE

- A. PEXa water service pipe shall be installed with tracer wire. Tracer wire shall be as specified in Section 33 14 13.

PART 4 MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

- A. Piping of the different sizes, type, classes, and installation methods as called for on the Bid Form shall be measured on a lineal foot in place basis. Measurement will be made to the nearest foot.
- B. Valves of the different types and sizes as called for on the Bid Form shall be measured on a per each in place basis.
- C. All fittings of the different types and sizes as called for on the Bid Form shall be measured on a per each in place basis.
- D. Connections to existing service lines shall be measured per connection basis regardless of size and type as indicated on the Bid Form.
- E. Tracer wire will not be measured and shall be incidental to the water main and water service pipe contract unit price.
- F. Corporations and Saddles of the size specified will be measured as a complete unit, in place.
- G. Service pipe of each type and size provided in the bid form will be measured in lineal feet to the nearest foot.
- H. Curb stops, box riser and other appurtenances for each size specified will be measured per each.

4.02 BASIS OF PAYMENT

- A. Piping of the different sizes, type, classes, and installation methods as called for on the Bid Form shall be paid at the Contract Unit Price on a lineal foot in place basis.
- B. Valves of the different types and sizes as called for on the Bid Form shall be paid at the Contract Unit Price on a per each in place basis.
- C. All fittings of the different types and sizes as called for on the Bid Form shall be paid at the Contract Unit Price on a per each in place basis.
- D. Connections to existing service lines shall be paid for on a per connection basis regardless of size and type as indicated on the Bid Form.
- E. Payment for tracer wire shall be incidental to the water main and water service pipe. All fasteners splice kits and other appurtenances shall also be considered incidental.
- F. Payment for corporations and saddles of the size specified shall be made at the contract unit price provided in the Bid Form.
- G. Payment for each size and type of service piping shall be made at the contract unit price provided in the Bid Form.
- H. Payment for curb stops, riser and other appurtenances shall be at the contract unit price provided in the Bid Form.

* * * END OF SECTION * * *

SECTION 33 14 19 – VALVES FOR WATER UTILITY SERVICE

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The General Provisions as set forth in the SD-DOT Standard Specifications for Roads and Bridges, 2015 Edition, as supplemented and amended shall apply to and govern the work of all persons engaged in the performance of the contract and shall form a part of the contract.
- B. Related requirements specified elsewhere:
 - 1. Trenching and Backfilling – Section 31 23 33
 - 2. Flushing and Disinfection of Water Utility Piping- Section 33 01 10.53 & 10.58
 - 3. Testing of Water Utilities - Section 33 01 12
 - 4. Thrust Restraint for Utility Piping – Section 33 05 09.33
 - 5. Water Utility Distribution Piping - Section 33 14 13
 - 6. Water Service Laterals – Section 33 14 17

1.02 DESCRIPTION OF WORK

- A. This section covers the furnishing and installation of valves and appurtenances as specified herein and as shown on the plans.

1.03 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. All valves and related appurtenances shall be shipped in accordance to the requirements of AWWA C509 or C515. Valve ends shall be sealed to prevent the entry of foreign matter into the valve body. The boxes and crates in which valves are shipped shall completely enclose and protect the valve and accessories from foreign matter.
- B. Valves and accessories shall be stored in a manner to be protected from weather, moisture, and other possible damage. Materials shall not be stored directly on the ground.
- C. All material shall be handled in a manner that will prevent damage to the interior and exterior surfaces.

1.04 SUBMITTALS

- A. The Contractor shall submit for review copies of shop drawings for materials specified herein in accordance with the requirements of Section 01 33 23 and the requirements as hereinafter specified.

- B. Certification of performance, leakage, and hydrostatic tests as described in Section 5 of AWWA C-509/515 (Resilient Seated Gate Valves) shall be furnished when requested by the Owner's Representative.
- C. Certifications for all fasteners shall be provided for valves, fittings, and all other appurtenances provided under this specification.

PART 2 PRODUCTS

2.01 GATE VALVES

- A. Gate valves shall be resilient wedge type manufactured to meet all applicable requirements of AWWA Standard for Resilient Seated Gate Valve C515. Gate valves shall be furnished with mechanical joint connections conforming to AWWA C111. Bolts and nuts used to attached the valves shall be Type 304 stainless steel.
- B. All valves shall have non-rising stems, opening by turning left and provided with standard 2" square nut operator with arrow cast in metal to indicate direction of opening.
- C. Ductile or gray iron wedge shall have sealing surfaces of the wedge permanently bonded with resilient material to meet ASTM tests for rubber to metal bond ASTM D429. Each valve shall have a smooth unobstructed waterway free from any sediment pockets. Stuffing boxes shall be O Ring seal type with 2 rings located in stem above thrust collar. Low friction torque reduction thrust bearings shall be located both above and below the stem collar.
- D. Body and cover bolts and nuts shall be Grade 304 (A2) or 316 (A4) stainless steel. Anti-Seize shall be applied to all threads prior to installation.
- E. Interior and exterior shall be coated with a fusion bonded epoxy coating that is non-toxic and safe for potable water. Interior coating shall conform to ANSI/AWWA C550 (latest revision) Standard for Protective Epoxy Coating Interior Coatings for Valves and Hydrants.
- F. Non-rising stems shall be in full compliance with AWWA specification with cast integral stem collar and furnished of bronze conforming to ASTM B584 Alloy A. Stem nuts shall be independent of wedge and shall be made of solid bronze conforming to ASTM B 62.
- G. Valves shall have hydrostatic shell test of 500 psi and shut-off test of 250 psi. At the 250-psi shut-off test, valve must be bubble-tight with a zero (0) leakage allowance.
- H. Resilient wedge gate valves shall be the product of a manufacturer having a minimum of five (5) years experience in the manufacture of water works and distribution valves. Resilient wedge gate valves shall be as manufactured by American Darling Valve Co., Birmingham, Alabama; Mueller Company, Decatur, Illinois; Clow Valve Division, Oskaloosa, Iowa; Waterous Company, South St. Paul, Minnesota; American AVK Company, Minden, Nevada; or approved equal.

2.02 VALVE BOXES

- A. Valve boxes shall be Class 36 cast iron, 5-1/4" inside diameter, adjustable valve boxes of the screw type with sufficient length for the pipe bury as shown.
- B. Covers for water piping shall have the word "WATER" cast on the top.
- C. Valve boxes and covers shall be as manufactured by Tyler Pipe Utilities Division, Tyler, Texas; Mueller Co., Decatur, Illinois; Clow Corporation, Oak Brook, Illinois; or approved equal.

Valve boxes shall be installed on the valve with the use of valve box adaptor manufactured from a rubber compound. The valve box adaptor shall be valve Box Adaptor II as manufactured by Adaptor, Inc. or approved equal.

2.03 FLANGED AND MECHANICAL JOINT VALVES

- A. Valves located in non-bury locations shall be flanged style with 125 lb. ANSI flanged ends. Valves located in buried locations shall be mechanical joint type conforming to the requirements of ANSI Specification A21.11.

2.04 FASTENERS

- A. All fasteners in buried locations shall be Grade 304 (A2) or 316 (A4) stainless steel. Anti-Seize shall be applied to all threads prior to installation.

2.05 POLYETHYLENE WRAP

- A. All ductile fittings shall be encased in low density polyethylene. The polyethylene material shall have a minimum thickness of not less than 8 mils. The poly material shall be marked and installed according to AWWA C105, latest revision.

PART 3 EXECUTION

3.01 VALVE INSTALLATION

- A. All valves shall be installed in locations as shown on the plans or as directed by the Owner's Resident Project representative.
- B. The valve and joints shall be installed in accordance with the manufacturer's recommendations.
- C. Valves and valve boxes installed in buried locations shall be encased in low density polyethylene. The polyethylene material shall have a minimum thickness of not less than 8 mils. The polyethylene material shall be marked and installed according to AWWA C105 (latest revision).

3.02 VALVE BOX INSTALLATION

- A. All foreign material and debris shall be removed from the top of the valve operator prior to setting the valve box.
- B. Valve box centering device shall be installed to center valve box on valve.
- C. Valve boxes shall be centered and plumb over the operating nut of the valve and shall be set so that no shock or stress will be transmitted to the valve.

- D. Tops of the valve boxes shall be set flush with the valve identification collar or manhole cover unless otherwise directed.

3.03 TESTING AND CLEANING

- A. All piping, valves, and fittings shall be tested in accordance with Section 33 01 12.
- B. All piping, valves, and fittings shall be cleaned and flushed in accordance with the requirements of Section 33 01 10.53 & 10.58

PART 4 MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

- A. All valves and related appurtenances shall be measured on a per each basis at the unit prices provided in the bid form. If a specific unit of measure is not provided in the bid form, the valves and related appurtenances shall be considered incidental to other work provided.

4.02 BASIS OF PAYMENT

- A. All valves listed in the Bid Form shall be paid for on a per each basis. All fasteners, gaskets, coatings, operators, blocking, and miscellaneous hardware to install the valve properly in the locations designated on the plans shall be considered incidental to the project unless specifically called out on the Bid Form.

* * * END OF SECTION * * *

SECTION 33 14 19.50 – HYDRANTS FOR WATER UTILITY SERVICE

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The General Provisions as set forth in the SD-DOT Standard Specifications for Roads and Bridges, 2015 Edition, as supplemented and amended shall apply to and govern the work of all persons engaged in the performance of the contract and shall form a part of the contract.
- B. Related work specified elsewhere.
 - 1. Trenching and Backfilling – Section 31 23 33
 - 2. Flushing and Disinfection of Water Utility Piping- Section 33 01 10.53 & 10.58
 - 3. Testing of Water Utilities - Section 33 01 12
 - 4. Thrust Restraint for Utility Piping – Section 33 05 09.33
 - 5. Water Utility Distribution Piping - Section 33 14 13

1.02 DESCRIPTION OF WORK

- A. The work covered under this section of the specifications shall include the furnishing of all material, labor, tools and equipment necessary to furnish and install, complete in place, all piping, fittings, blocking and hydrants of the size and type as shown on the plans.

1.03 SUBMITTALS

- A. The contractor shall submit for review copies of shop drawings for materials specified in accordance with the requirements of Section 01 33 23 and the requirements as specified herein.
- B. Certificates from the manufacturer that the materials meet or exceed specified requirements, including fasteners.
- C. The manufacturer's installation recommendations, including blocking, joint type, lubricants, etc. to be used.
- D. Certification shall be provided that all pipes, plumbing fittings, and fixtures are "Lead Free" in accordance with the January 4, 2011 modification to Section 1417 of the Safe Drinking Water Act.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. All hydrants shall be prepared for shipping and handled during shipping in accordance with the requirements of AWWA C502.

- B. Hydrants shall be stored in areas protected from weather, moisture and possibly damage and theft. Hydrants and related materials shall not be stored directly on the ground. The inside of all materials is to be kept dry and clean of all debris and dirt.

PART 2 PRODUCTS

2.01 FIRE HYDRANT

- A. Hydrants shall be Model WB67 as manufactured by Waterous to conform to the City's existing inventory, or approved equal. Hydrants shall be furnished with mechanical joint base elbow. Connecting bolts shall be Type 304 stainless steel. The hydrants shall be furnished with 6.5' bury and shall be 24" from the center of the side nozzle to ground elevation.
- B. Hydrant shall be dry barrel types as manufactured in accordance with AWWA Standard C502. Hydrant shall be designed for 250 pounds working pressure and shop tested to 500 pounds hydrostatic pressure prior to shipment to the project site.
- C. Hydrant body shall be constructed from cast or ductile iron. Hydrants shall be of the "break-away" design. Valves, when closed, shall remain reasonably tight when the upper portion of the barrel and operating mechanism is broken away. The barrel sections shall be bolted, not screwed, to the lower section. Hydrant body shall be of proper length to provide a minimum of 6' of bury or the specified depth of cover over the service main. The base elbow flange connection bolts shall be Type 304 stainless steel.
- D. The main valve seat ring and drain ring shall be bronze. The main valve shall be compression type. Hydrant shall be furnished with a stop nut to prevent over travel and compression of the main valve. The hydrant shall be constructed in a manner which permits removal of internal working parts without digging or destruction of barrel or casing.
- E. Valve opening shall be at least 5¼" diameter and be designed so that removal of all working parts can be accomplished without excavating.
- F. Each hydrant shall have one or more drain holes to drain the barrel. Construction shall be such that the drain holes will be closed when the main valve is open and open when the main valve is closed.
- G. The direction of the opening shall be to the left and markings shall be cast on the head thereof to so indicate.
- H. Hydrant shall have one 4-1/2" steamer nozzle and two 2-1/2" hose nozzles. Nozzle threads shall conform to the pattern and type currently used by the Owner. Operating nuts and nozzle lugs shall conform to the size and pattern currently used by the Owner. The Contractor shall be responsible for verifying sizes, types and patterns prior to ordering material. Permanent chains connected to the nozzle caps shall be provided.
- I. Hydrants shall be furnished with external surfaces above grade factory coated with catalyzed two-part epoxy primer and red polyurethane top coating. Interior coating shall conform to AWWA C550 (latest revision) Standard for Protective Epoxy Interior Coatings for Valves and Hydrants.

2.02 POLYETHYLENE WRAP

- A. All buried hydrant bolts, fixtures and bends shall be encased with low density polyethylene encasement material and shall have a minimum thickness of not

less than 8 mils. The polyethylene material shall be marked and installed according to AWWA C105-99 or latest revision thereto.

2.03 FASTENERS

- A. All fasteners in buried locations shall be Grade 304 (A2) or 316 (A4) stainless steel. Anti-Seize shall be applied to all threads prior to installation.

PART 3 EXECUTION

3.01 EXCAVATION, FILLING, AND COMPACTION

- A. Excavation of trench for fire hydrant shall be so that blocking below and behind hydrant may be placed against undisturbed earth.
- B. The backfill shall be placed in lifts not exceeding 1-foot loose thickness. Each lift shall be mechanically tamped to 95% of maximum density as determined by the standard proctor method.

3.02 HYDRANT INSTALLATION

- A. Fire Hydrants shall be set truly vertical upon a flat slab of concrete with the minimum thickness of 4 inches and not less than 16 inches square. A thrust block shall be poured between the backside of the hydrant and the undisturbed trench wall.
- B. Approximately ten (10) cubic feet of crushed rock which is free of cementing material shall be placed below the hydrant and above the hydrant drain holes.
- C. Hydrants shall be set in all cases at such a location and grade that a minimum 24" clearance is maintained between the ground line grade and the centerline of the lowest nozzle.
- D. All buried hydrant bolts, fixtures and bends shall be encased with low density polyethylene encasement material and shall have a minimum thickness of not less than 8 mils. The polyethylene material shall be marked and installed according to AWWA C105-99 or latest revision thereto.

3.03 THRUST REACTION

- A. The Contractor shall install restraining rings on all hydrant leads. Typical thrust blocking will still be required.
- B. Concrete blocking shall be placed beneath and behind the fire hydrant and at all points subject to thrust reaction. Blocking shall be a least 8" x 16" x 6" and shall be placed against undisturbed earth.
- C. Concrete reaction blocking shall be placed so that all pipe and fitting joints are accessible for repair.

3.04 TESTING AND CLEANING

- A. All piping, valves, and fittings shall be tested in accordance with Section 33 01 12.

- B. All piping, valves, and fittings shall be cleaned and flushed in accordance with the requirements of Section 33 01 10.53 & 10.58.

PART 4 MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

- A. Fire Hydrants as shown on the plans shall be measured on a per each basis. This shall include the entire fire hydrant with elbow at base (if required), riser and hydrant mechanicals related specifically to fire hydrant, excavation, backfill, compaction, bedding, and any connections required.
- B. Hydrant removal will be measured on a per each basis.

4.02 BASIS OF PAYMENT

- A. Payment for Fire Hydrants will be paid for on at the contract unit per each size and type of fire hydrant provided in the bid form.
- B. Hydrant removals shall be paid on a per each basis as indicated on the Bid Form.

* * * END OF SECTION * * *

SECTION 33 31 00 - SANITARY SEWER PIPING

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The General Provisions as set forth in the SD-DOT Standard Specifications for Roads and Bridges, 2015 Edition, as supplemented and amended shall apply to and govern the work of all persons engaged in the performance of the contract and shall form a part of the contract.
- B. Related Work Specified Elsewhere:
 - 1. Trenching and Backfilling - Section 33 31 00
 - 2. Sanitary Sewer Testing - Section 33 31 25
 - 3. Sanitary Sewer Cleaning and Televising – Section 33 31 30

1.02 DESCRIPTION OF WORK

- A. The work covered under these specifications shall include the furnishing of all labor, material, tools, and equipment necessary to furnish and install, complete in place, all piping and fittings as shown on the drawings and as specified herein.

1.03 SUBMITTALS

- A. The Contractor shall submit for review copies of shop drawings for materials specified herein in accordance with the requirements of Section 01 33 23 and the requirements as hereinafter specified.
- B. Certificates from the manufacturer that the materials meet or exceed specified requirements.
- C. The manufacturer's installation recommendations, including types and amounts of gasket lubricant, where applicable, to be used.

1.04 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. All materials shall be packed, loaded, transported, unloaded, and handled in such a manner to prevent damage to the materials.
- B. All material shall be loaded and unloaded by lifting with slings or hoists or skidding to avoid shock or damage. Dropping or rolling will not be permitted. The use of end hooks to install or move piping will not be allowed.
- C. All materials shall be stored on the site in accordance with the manufacturer's recommendations. Do not store materials directly on the ground.
- D. All materials shall be kept clean and dry. The insides of all piping and fittings shall be kept free of dirt and debris.

PART 2 PRODUCTS

2.01 GRAVITY PVC PIPE

- A. Polyvinyl Chloride (PVC) gravity pipe shall be Type I, Grade I, conforming to the requirements of ASTM Specification D 3034 for Rigid Poly (Vinyl Chloride) Sewer pipe. The pipe shall have the following minimum wall thickness:
- | | | |
|------------------|--------|---------------------------|
| 4-inch diameter | SDR 35 | 0.120-inch wall thickness |
| 6-inch diameter | SDR 35 | 0.180-inch wall thickness |
| 8-inch diameter | SDR 35 | 0.240-inch wall thickness |
| 10-inch diameter | SDR 35 | 0.300-inch wall thickness |
| 12-inch diameter | SDR 35 | 0.360-inch wall thickness |
| 15-inch diameter | SDR 35 | 0.437-inch wall thickness |
- B. Gasket type joints shall be made with rubber gaskets conforming to the requirements of ASTM F-477.
- C. The pipe shall be capable of withstanding trench loads imposed on it.

2.02 GRAVITY PVC PIPE FITTINGS

- A. Repair couplers, tees, wyes, and bends for Polyvinyl Chloride (PVC) gravity pipe fittings shall be of PVC with material and dimensions conforming to the requirements of ASTM Specification D 3034.
- B. Gaskets for elastomeric joints shall conform to the requirements of ASTM F-477.
- C. Solvent Cement for solvent weld joints shall conform to the requirements of ASTM Specification D 2564 and shall be applied in conformance with ASTM D 2855. Solvent weld joints will be allowed on PVC cleanout risers only.
- D. Sewer "Wyes" for service connections shall be in-line sewer wyes. Saddle wyes will not be permitted for use without permission from Owner's Representative.

2.03 CARRIER AND ENCASEMENT PIPE

- A. Carrier and encasement pipe and all related appurtenances shall follow the specifications of section 33 14 13.

2.04 TRANSITION COUPLINGS (GRAVITY PIPING)

A. GASKET

1. Manufactured to meet the material requirements of:
 - a. CSA B602 - mechanical couplings for drain, waste, vent pipe and sewer pipe
 - b. ASTM D 5926 - Standard Specification for Poly Vinyl Chloride (PVC) Gaskets for Drain, Waste, and Vent (DWV), Sewer, Sanitary, and Storm Plumbing Systems

- c. ASTM C 1173 - Standard Specification for Flexible Transition Couplings for Underground Piping Systems
- d. Hardness, Shore "A", Inst. ± 5 65
- e. Tensile Strength, Min. psi 1000
- f. Elongation at Rupture, Min. % 250
- g. Tear Strength, Min 150 lb/in.
- h. Brittleness Temperature -40°F

B. CLAMPS

- 1. Manufactured to the requirements of CSA B602
- 2. Clamp Housing 301 Stainless Steel
- 3. Clamp Band 301 Stainless Steel
- 4. Clamp Screw 305 Stainless Steel
- 5. Installation torque 60" lbs

C. SHEAR RING

- 1. 0.012" Thick, 300 Series Stainless Steel
- 2. Width manufactured according to coupling width (1.50", 2.13", or 4")
- 3. Length manufactured according to coupling diameter
- 4. Clamps spot welded in place

D. COUPLING

- 1. Manufactured to conform to the performance requirements of:
 - a. ASTM C 1173 - standard specification for flexible transition couplings for underground piping systems
 - b. CSA B602 - mechanical couplings for drain, waste, vent pipe and sewer pipe
 - c. Maximum test pressure: 4.3 PSI (29.6KPA)
 - d. Maximum operating temperature: 140°F non-consistent

E. Pre-Approved transition couplers are Strong Back RC Series Repair Couplings manufactured by Fernco Inc. or Engineer approved equal.

2.05 BEDDING MATERIAL

- A. Borrowed granular bedding material shall conform to the gradation indicated below.

SIEVE OPENING	BEDDING MATERIAL (Percent Passing)
1"	100
3/4"	90-100
5/8"	65-85
1/2"	15-60
3/8"	5-30
No. 4	0-10
No. 8	0-5

2.06 FASTENERS

- A. All fasteners in buried locations shall be Grade 304 (A2) or Grade 316 (A4) stainless steel. Anti-Seize shall be applied to all threads prior to installation.

2.07 LUBRICANT FOR GASKETED PIPE

- A. Lubricant shall be an emulsified polymer-based product, specifically formulated to be water-soluble without causing turbidity. Lubricant shall not transfer taste and/or odor to new water main installations. Lubricant must not promote bacterial growth and be safe for use on all metal and plastic pipes. Lubricant shall be easily flushed from the line and be non-reactive to chlorinated water. Lubricant should work easily on both wet and dry surfaces.

2.08 TRACER WIRE SYSTEM

- A. Conductor: Tracer wire with pipe that is installed by open trench shall be #12 AWG Copper Glad Steel, High Strength with a minimum 380-pound breaking strength. Tracer wire installed with pipe that is directionally drilled in place shall be #12 AWG Copper Clad Steel, Extra High Strength with minimum 1,150-pound breaking strength. Conductor shall be insulated with low density high molecular weight polyethylene insulation suitable for direct bury applications per ASTM D-1248. The minimum insulation thickness shall be 0.030. Tracer wire shall have high molecular weight polyethylene insulation rated for direct burial at 30 volts. All wire shall be spark tested at 7500 VDC. The color of the insulation shall be green.
- B. Splices and or Connectors: The tracer wire shall be connected to the ground rod using a three-way connector. All connectors shall be dielectric silicon filled to seal out moisture and corrosion and shall be installed in a manner to prevent any uninsulated wire exposure.

- C. Tracer Wire Access Box: Tracer wires shall be terminated using a terminal box suitable for flush burial with a 5 inch tall cast iron top, integral brass terminals and a minimum 12 inch long ABS bottom section. Lid for tracer wire access box shall be single terminal. Tracer wire box shall be intended for traffic. Tracer wire access box shall be Copperhead Industries Snakepit Roadway or approved equal.
- D. Grounding Rod: Grounding rods shall be a magnesium drive-in grounding rod. The rod shall be 18.5 inches long and have a diameter of 1.315 inches. The rod shall have 20 feet of red 12 AWG copper clad steel tracer wire factory installed on the end. The breaking pounds of the wire shall be a minimum of 450 and the minimum insulation thickness shall be 0.30 mil.

2.09 SEWER CLEANOUT CASTING

- A. The casting for sewer cleanouts shall be Neenah R-1976 or approved equal.

2.10 TAPPING WYE

- A. Tapping Wyes or "Inserted Wyes" shall consist of a PVC hub, rubber sleeve, and stainless steel band. The stainless steel clamping assembly shall be 301 grade steel. The rubber sleeve and gasket shall meet ASTM F477. Tapping wyes shall be Inserta Tee Lateral Connection as manufactured by Advanced Drainage Systems, Inc. or equivalent.

PART 3 EXECUTION

3.01 GENERAL

- A. The areas to receive piping shall be examined for defects that may adversely affect the execution and quality of Work. Prior to the start of piping installation, all measurements shall be checked for deviations from allowable tolerances for piping.

3.02 BURIED PIPING INSTALLATION

- A. All piping and fittings shall be laid true to line and grade as shown on the plans. Each section of pipe shall be so laid and fitted together that when complete the piping will have a smooth uniform flow line. The inside of all pipe shall be cleaned before installation and kept thoroughly clean during and after the laying. Pipe ends shall be cleaned inside and outside.
- B. Apply lubricant liberally to the inside of the pipe bell and spigot. Make sure lubricated surfaces remain free of dirt, gravel, or other debris. Assemble the pipe joint immediately after application of the lubricant.
- C. All pipe and fitting shall be examined for defects before being lowered into the trench. The interior and exterior protective coating shall be inspected and field repaired, if required.

- D. The pipe shall be handled and installed in accordance with manufacturer's recommendations and the requirements of AWWA C 600 for Ductile Iron pipe, ASTM D 2774 for PVC pressure piping and ASTM D 2321 for PVC gravity sewer piping.
- E. When pipe laying is not in progress, including the noon hours, the open ends of pipe shall be closed. No trench water, animals, or foreign material shall be permitted to enter the pipe.
- F. Class "B" Bedding shall be used with all piping. The bedding material shall conform to the requirements of Part 2 above.. When a trench box or similar device is used during excavation, the box will be raised sufficiently to recompact the haunch area in the natural trench to 95% maximum dry density as determined by ASTM D 698.
- G. After each pipe has been graded, aligned, and placed in final position on the bedding material and shoved home, sufficient pipe embedment material shall be deposited and compacted under and around each side of the pipe and back of the bell or end thereof to hold the pipe in proper position and alignment during subsequent pipe joining and embedment operations.
- H. The pipe shall be laid upon properly placed bedding material so that the barrel of the pipe will have a bearing for its full length. No blocking will be allowed to bring the piping up to grade. Bell holes and depressions for joints shall be excavated after the trench bedding has been graded to provide uniform support for the entire pipe.
- I. The Contractor shall always provide and maintain all necessary means and devices to remove and dispose of all water entering the trench during the process of pipe laying. The trench shall be kept dry until the pipe laying and jointing are completed. Removal of water shall comply with Section 31 23 33.
- J. The Contractor shall place backfill material in lifts not exceeding 1-foot and compact to 95% Standard Proctor Density. Stones equal to or larger than 3-inches in diameter shall not be placed within 2-feet of the pipe.
- K. During installation of the sewer services, the Contractor shall confer and work with the Owner's Representative to determine which services are truly live and may be no an active service. The cost of verifying the status of service lines for those locations shall be incidental to the cost of the project.
- L. Services lines shall be laid with a minimum slope of 2%.
- M. There shall be no 90° bends between the connection to the house service and the sewer main.
- N. Some portions of the sewer lines will necessarily be laid at a greater depth than is required for service connections. In such instances, at the direction of the Owner's Representative, the sewer connection shall be extended by the Contractor from the wye to the proper elevations for the service connection. The riser pipe shall be installed at an angle of not more than 45° to the horizontal, extending from the wye towards the premises to be served so that substantially

all the riser is outside of the main sewer ditch and no excessive load due to trench filling and settlement is transferred to the wye. No separate payment will be made for risers.

- O. Capping or plugging existing or new service lines shall consist of either a Schedule 40 cap or plug or a Fernco Quik Cap.

3.03 BYPASS PUMPING

- A. The Contractor shall provide temporary bypass pumping as required to allow for the construction of sanitary sewer main and manholes while maintaining the Owner's collection system in continuous operation.
- B. The Contractor shall be responsible for any damage resulting from a back-up of sewage during the installation of the facilities.
- C. The Contractor shall not cause or allow the discharge of raw sewage to the ground surface, storm sewer system, top of streets, gutters or grassed areas during the installation of the work.

3.04 TRACER WIRE INSTALLATION

- A. Tracer wire, ground rods and access boxes shall be installed in accordance with the details shown in the plans or directed by the Owner's Representative.
- B. Tracer wire shall be installed at the bottom half of the pipe and secured (taped/tied) as shown in the plans.
- C. Tracer wire system must be installed as a continuous wire, except where using approved connectors.
- D. Any damage occurring during installation of the tracer wire must be immediately repaired by removing the damaged wire and installing a new section of wire approved connector(s) at the Contractor's expense.
- E. Tracer Wire must be properly grounded at all dead ends. Tracer wire shall not be connected to existing conductive pipes. The tracer wire shall be grounded using an approved waterproof connection with grounding rod buried at the same depth as the tracer wire.
- F. The Contractor shall connect the wires to the access box terminals and carefully insert the wires into the access box for storage.
- G. All tracer wire shall be tested by the Contractor upon completion of the pipe installation and backfilling. All installed wire shall be located using low frequency (512 Hz) line tracing equipment, witnessed by the Owner's Representative prior to acceptance.
- H. The following shall not be allowed or accepted.
 - Looped wire or continuous wire installation, that has multiple wires laid side-by-side or near one another
 - Wire terminations within the roadway
 - Connecting tracer wire to existing conductive utilities

3.05 CLEANING AND FLUSHING

- A. All lines shall be thoroughly flushed and cleaned before acceptance until all traces of construction materials, soil or other foreign matter have been removed.
- B. The Contractor shall take all necessary measures to protect adjacent facilities and property. Damages caused by flushing water or water carried material shall be the responsibility of the Contractor.
- C. All flushing and cleaning shall be completed prior to the initiation of the testing process described in Section 33 31 30

3.06 TESTING

- A. All piping shall be tested in accordance with Section 33 31 25.

PART 4 MEASUREMENT AND PAYMENT

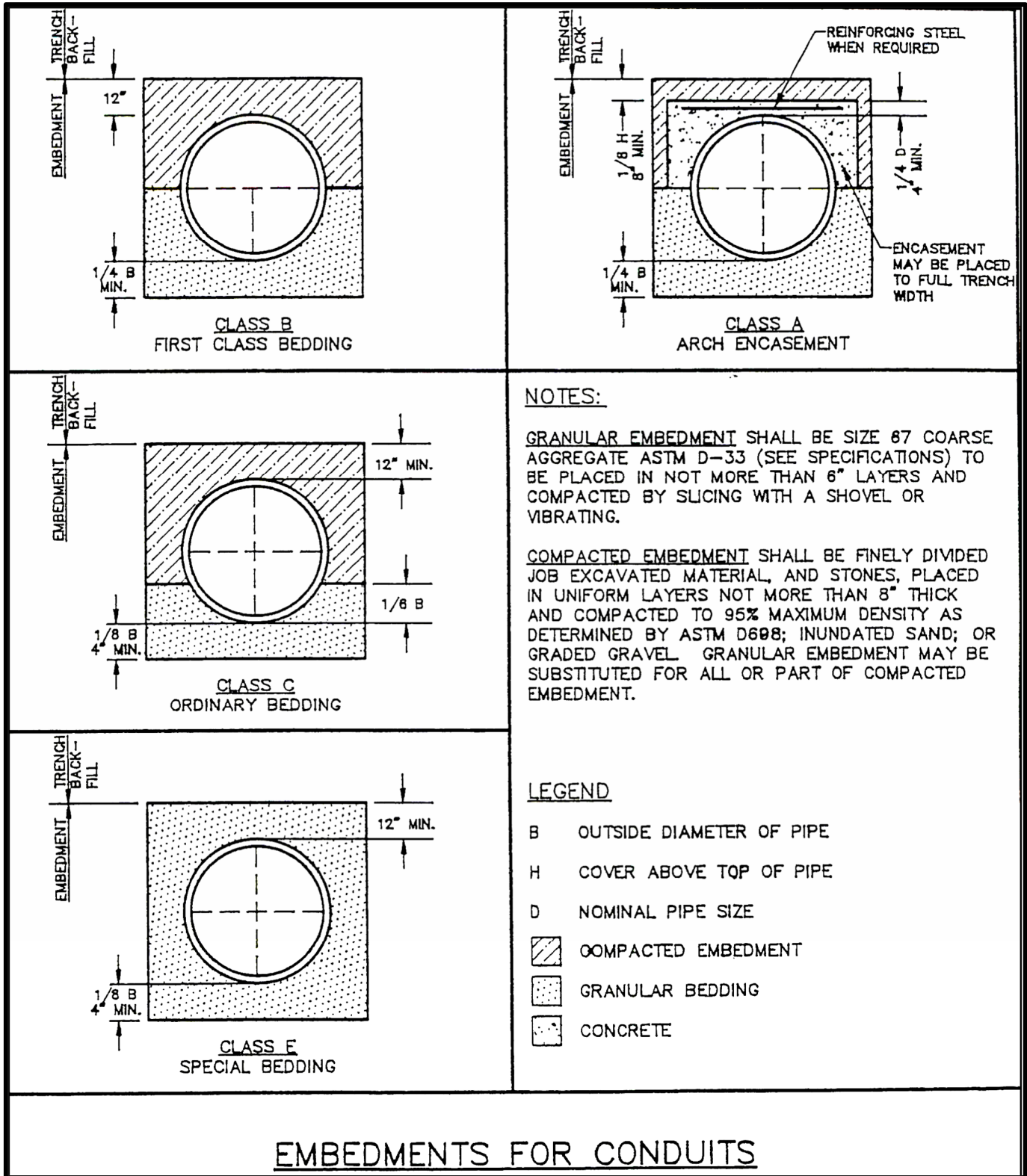
4.01 METHOD OF MEASUREMENT

- A. Piping of the different sizes, types, classes, and installation methods, as shown on the plans, and as called for on the Bid Form shall be measured on a per lineal foot, in-place basis.
- B. CIPP installation shall be measured on a per lineal foot basis. Pre-televising and cleaning will not be measured or paid, but will be considered incidental.
- C. Bedding material will not be measured for separate payment and will be incidental to the piping being installed.
- D. All fittings specifically called for on the Bid Form will be measured on a per each basis for each type and size of fitting, including all fasteners, gaskets, coatings, blocking, and miscellaneous hardware to install the fitting properly in the locations designated on the plans.
- E. Tracer wire will not be measured. Payment for tracer wire will be incidental to the sewer service pipe. All fasteners splice kits and other appurtenances shall also be considered incidental.
- F. Tracer wire access boxes will be measured on a per each basis.
- I. Connections to existing service lines shall be measured on a per connection basis regardless of size and type as indicated on the Bid Form. Connections to existing sewer main lines shall be measured on a per connection basis regardless of size and type as indicated on the Bid Form. Temporary connections made to maintain service shall be considered incidental to the overall work.

- G. Incidental items associated with the piping materials for which no separate measurement will be made include but are not limited to:
 - 1. Gaskets
 - 2. Lubricants
 - 3. Protective Coatings
 - 4. Existing pipe removal and disposal
- H. Measurement for inline service wyes and tees shall include all additional fittings necessary to make the connection on the sewer main. Payment for inline sewer wyes on gravity sewer lines shall include 45° bend, vertical piping, and glue cap.
- I. No separate measurement will be made to verify live and abandoned services and shall be incidental to the project.
- J. Manhole inside drops shall be measured on per each installed as called for on the Bid Form.

4.02 BASIS OF PAYMENT

- A. Piping of the different types and classes as called for on the Bid Form shall be paid at the contract unit price provided in the Bid Form.
- B. Fittings listed in the Bid Form shall be paid at the contract unit price provided in the Bid Form.
- C. Connections to existing service lines shall be paid on a per connection basis regardless of size and type as indicated on the Bid Form. Connections to existing sewer main lines shall be paid on a per connection basis regardless of size and type as indicated on the Bid Form.
- D. No separate payment will be made to verify live and abandoned services and shall be incidental to the project.
- E. Payment for tracer wire access boxes will be based on each tracer box installed as called for on the Bid Form. Tracer wire, PVC conduit, wire fasteners, splice kits, adjusting to grade and other appurtenances shall be considered incidental to tracer wire access boxes.
- F. Payment for temporary bypass pumping shall be full compensation for all labor, materials and equipment required to provide a bypass of the sewage to allow the installation of the sanitary sewer. Payment shall be made at the lump sum price indicated on the bid form and shall be inclusive for the entire project.
- G. Payment for sewer cleanouts will be based on each cleanout installed as called for on the Bid Form. Payment shall include the wye, cap, threaded plug, riser pipe, casting, and adjustment to finished grade.
- H. Payment for sewer tapping wye shall include all bands, wyes, and tapping necessary to install the tapping wye onto existing sewer pipe.



NOTES:

GRANULAR EMBEDMENT SHALL BE SIZE 87 COARSE AGGREGATE ASTM D-33 (SEE SPECIFICATIONS) TO BE PLACED IN NOT MORE THAN 6" LAYERS AND COMPACTED BY SLICING WITH A SHOVEL OR VIBRATING.

COMPACTED EMBEDMENT SHALL BE FINELY DIVIDED JOB EXCAVATED MATERIAL, AND STONES, PLACED IN UNIFORM LAYERS NOT MORE THAN 8" THICK AND COMPACTED TO 95% MAXIMUM DENSITY AS DETERMINED BY ASTM D698; INUNDATED SAND; OR GRADED GRAVEL GRANULAR EMBEDMENT MAY BE SUBSTITUTED FOR ALL OR PART OF COMPACTED EMBEDMENT.

LEGEND

- B OUTSIDE DIAMETER OF PIPE
- H COVER ABOVE TOP OF PIPE
- D NOMINAL PIPE SIZE
- [Hatched Box] COMPACTED EMBEDMENT
- [Dotted Box] GRANULAR BEDDING
- [Stippled Box] CONCRETE

EMBEDMENTS FOR CONDUITS

PART 1

Standard Drawing 33 31 00

*** END OF SECTION ***

SECTION 33 31 25 - SANITARY SEWER TESTING

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The General Provisions as set forth in the SD-DOT Standard Specifications for Roads and Bridges, 2015 Edition, as supplemented and amended shall apply to and govern the work of all persons engaged in the performance of the contract and shall form a part of the contract.

1.02 DESCRIPTION OF WORK

- A. All piping, manholes, and related appurtenances shall be subjected to alignment and pressure and/or leakage tests as specified herein and as directed by the Owner's Representative.
- B. The Contractor will complete the test for displacement of gravity sewer lines as specified herein. All tests will be witnessed by the Owner's Representative.
- C. The Owner's Representative may substitute televising for the gravity sewer air test, infiltration testing, or exfiltration testing in areas with multiple service connections.
- D. If shown on the Bid Form, the required pressure and leakage tests shall be made by the Contractor and witnessed by the Owner's Representative. All tests shall be completed after all pipe laying has been completed. All concrete reaction blocks and bracing or restraining facilities shall be in place at least 7 days before the initial pressure testing of the lines, except where tension joints are used at bends.
- E. The Contractor shall perform the necessary work to fill the pipeline with test water as specified. The Contractor shall furnish all pumping equipment, water meter, pressure gage, and other equipment, materials, and facilities required for the tests. The Contractor will be responsible for the water.

1.03 SUBMITTALS

- A. Prior to filling, flushing and testing the system, the proposed procedures shall be submitted for review to the Owner's Representative.
- B. Pressure test forms completed in the field shall be submitted to the Owner's Representative.

PART 2 PRODUCTS - None

PART 3 EXECUTION

3.01 TEST SECTIONS

- A. The alignment tests of all gravity sewer lines shall be carried out on sections of sewer line located between manholes.

- B. The pressure and leakage tests shall be applied to all sections of the line with a section being the shortest practical length between manholes.
- C. The Contractor shall be solely responsible for any and all damage to the pipeline, and to public and private property, which may result from defective material or workmanship.

3.02 GRAVITY SEWER LINE DISPLACEMENT AND DEFLECTION

- A. All tests for alignment and displacement of the gravity sewer lines will be made after the pipe has been laid and the trench backfilled and compacted as specified.
- B. The Contractor shall conduct deflection tests, a minimum of 30 days after installation, as may be necessary to ensure that the long-term pipe deflection does not exceed 5%. Pipe deflections exceeding 5%, anytime during the 1-year warranty period, will require corrective action by the Contractor at his own expense.
- C. Acceptable methods for testing deflection are:
 - 1. Electronic deflectometer.
 - 2. Rigid "Go-No-Go" device of the size, dimensions, and construction as recommended by the pipe manufacturer for the pipe size being tested.

3.03 GRAVITY SEWER LINE INFILTRATION TEST

- A. The gravity sewer line, sewer service lines, its connections and manholes shall be subjected to an infiltration test when the ground water levels are two (2) feet or more above the top of sewer pipe and the appurtenance being tested.
- B. The maximum allowable rate of infiltration shall be 50 U.S. gallons per mile of sewer per inch of diameter for twenty-four (24) hours as measured by a flow measuring device acceptable to the Owner's Representative.

3.04 GRAVITY SEWER LINE EXFILTRATION TEST

- A. An exfiltration test of the gravity sewer line will be accepted when the ground water table is less than two feet below the top of the pipe or appurtenance being tested.
- B. The maximum allowable rate of exfiltration shall be 50 U.S. gallons per mile of sewer per inch of diameter for twenty-four (24) hours.
- C. During the exfiltration testing, the internal water head must be two (2) feet higher than the top of the pipe, or ground water level, whichever is higher at the highest point of the test section. At no time may the internal-external pressure differential exceed 25 feet (10.8 psi) at the lowest point on the system being tested.
- D. The exfiltration test process shall be conducted for a period of not less than 2 hours on each section being tested.

3.05 GRAVITY SEWER LINE AIR TEST

- A. In lieu of an infiltration/exfiltration test, a low pressure air test may be used to evaluate the watertightness of the gravity sewer line. The low pressure air test shall conform to the requirements of the recommended practice for low pressure air testing of installed sewer pipe, Uni-Bell Plastic Pipe Assoc. specification UNI-B-6-98.
- B. The monitoring gauge shall be accessible from the ground surface and shall provide a maximum psig interval of 0.5 psig.
- C. When the tested pipe invert is below the groundwater table, the normal test starting pressure must be adjusted by the following formula:

$$P = 3.5 \text{ psig} + \frac{W}{2.31}$$

Where P = Test Starting Pressure (psig)

W = Average vertical height of groundwater above the invert of the sewer pipe to be tested (ft).

NOTE: In no case shall the test pressure exceed 9.0 psig.

- D. A constant pressure of 4.0 psig (greater than the average groundwater back pressure) shall be maintained for at least 2 minutes prior to beginning the test.
- E. The test may begin any time that the test pressure is between 3.5 psig and 4.0 psig.
- F. Maximum allowable air loss shall be $Q = 0.0015$ cubic feet per minute per square foot of internal surface area.
- G. The minimum allowable time (T), in seconds, for the air pressure to drop 1.0 psig shall be based on the following:

$$T = \frac{[0.085 DK]}{Q}$$

Where K = 0.000419 DL, but not less than 1.0

Q = 0.0015 cubic feet/min/sq.ft. of internal surface

D = Nominal pipe diameter in inches

L = Length of pipe being tested in feet

NOTE: If a 0.5 psig pressure drop is used, the appropriate required test times shall be exactly half as long as those using the above equation. If there has been no leakage (zero psig drop) after one hour of testing, the test section shall be accepted and the test complete.

3.06 MANHOLE TESTING

A. Manhole Exfiltration Test

1. Sanitary sewer manholes must be tested by the Contractor before final acceptance. The maximum allowable exfiltration in this case will be 0.1 gallon per hour foot of diameter per foot of head in the manhole. Head shall be measured as the depth of the water from the top of the concrete manhole structure to invert of the sewer in the manhole.

B. Manhole Vacuum Test: In lieu of an exfiltration test for sanitary sewer manholes, a vacuum test may be used when performed in accordance with the following procedures.

1. Each manhole shall be tested after backfilling.
2. The vacuum shall include testing to the top of the manhole, excluding the adjusting rings and the cast iron rings.
3. Plug all pipes entering the manhole at least eight inches (8") into the sewer pipe. The plug must be inflated at a location past the manhole/pipe gasket.
4. Brace all plugs to prevent the plug or pipe from being dislodged and drawn into the manhole.
5. A vacuum of at least ten and one-half inches (10 1/2") of mercury shall be drawn on the manhole. Shut the valve on the vacuum line to the manhole and disconnect the vacuum line. Open the vacuum line valve and adjust the vacuum to ten inches (10") of mercury.
6. The pressure gauge shall be liquid filled having a 3.5-inch diameter face with a reading from zero to 30 inches of mercury.

7. The time for the vacuum to drop from ten (10) inches of mercury to nine (9) inches of mercury must be equal to or greater than the following values for the manhole to be considered as passing the vacuum test:

Manhole Depth (ft)	Diameter (in.)								
	30	33	36	42	48	54	60	66	72
	Time (seconds)								
8	11	12	14	17	20	23	26	29	33
10	14	15	18	21	25	29	33	36	41
12	17	18	21	25	30	35	39	43	49
14	20	21	25	30	35	41	46	51	57
16	22	24	30	34	40	46	52	58	65
18	25	27	32	38	45	52	59	65	73
20	28	30	35	42	50	58	65	72	81
22	31	33	39	46	55	64	72	79	89
24	33	36	42	51	59	69	78	87	97
26	36	39	46	55	64	75	85	94	105
28	39	42	49	59	69	81	91	101	113
30	42	45	53	63	74	87	98	108	121

8. If a manhole fails the vacuum test, the manhole shall be uncovered and patched on the exterior of the manhole, retested prior to backfilling when the leak has been patched and retested after the backfill is completed.

C. Equipment:

1. Manhole vacuum tester assembly and vacuum pumps shall be as manufactured by Cherne Industries Inc., P.A. Glazier Inc., or approved equal.
2. Pneumatic plugs shall be provided and installed in accordance with the above-approved manufacturer's recommendations.

PART 4 MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

- A. Gravity Sewer Line Displacement and Deflection Pipeline Testing will not be measured for direct payment and will be considered subsidiary work pertaining to the contract.
- B. Manhole Testing shall not be measured for direct payment.
- C. All other testing will not be measured for direct payment and will be considered subsidiary work pertaining to the contract.

4.02 BASIS OF PAYMENT

- A. No direct compensation will be made for Gravity Sewer Line Displacement and Deflection Pipeline Testing. Payment will be included in the contract bid prices as shown on the Bid Form.

- B. Manhole testing will be considered subsidiary work to the contract unit price for manholes as provided on the bid form.

* * * END OF SECTION * * *

SECTION 33 31 30 - SANITARY SEWER CLEANING AND TELEVISIONING

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. The General Provisions as set forth in the SD-DOT Standard Specifications for Roads and Bridges, 2015 Edition, as supplemented and amended shall apply to and govern the work of all persons engaged in the performance of the contract and shall form a part of the contract.

1.02 DESCRIPTION OF WORK

- A. This section covers cleaning, flushing, and televising of the new wastewater sewer lines.
- B. The Contractor shall furnish all water and facilities required for flushing and cleaning work as specified hereinafter.

1.03 SUBMITTALS

- A. Required media files and observation/commentary logs, or copies thereof, shall become the property of the Owner.
- B. All reports related to the cleaning and televising of the sanitary sewer system which include locations of service lines and any sags shall be provided electronically by means of a flash drive with media files of the televising and any reports in Adobe (pdf) format.

PART 2 PRODUCTS

2.01 CLEANING EQUIPMENT

- A. Sanitary sewer cleaning nozzle types shall be determined by the Contractor. The use of a rotating nozzle on grease is preferred by the Owner.
- B. Contractor shall use a combination jet and vacuum truck with a capacity of not less than 80 gallons per minute and 2,5000 PSI pressure. The vacuum shall have a capacity of not less than 4000 CFM.

2.02 TELEVISIONING EQUIPMENT

- A. The televising equipment shall be capable of televising in color. The camera shall have pan and tilt capabilities.

PART 3 EXECUTION

3.01 CLEANING AND FLUSHING

- A. The Contractor shall take all necessary measures to protect adjacent facilities and property. Damages caused by flushing water or water carried material shall be the responsibility of the Contractor.

- B. All flushing and cleaning shall be completed prior to the initiation of the testing process described in Section 33 31 25.

3.02 SANITARY SEWER TELEVISIONING

- A. The Contractor shall complete a video inspection the installed sanitary sewer after successfully performing all other required testing and cleaning. The video inspection will be completed prior to final acceptance of the sanitary sewer.
- B. It shall be the responsibility of the Contractor to locate and designate all manhole access points open and accessible for work. If a stress must be closed to traffic because of the orientation of the sewer, the Contractor shall provide traffic control and shall be considered incidental to the project.
- C. The Contractor shall provide for an be solely responsible for all safety precautions, measures, and means on the work to be performed. This shall include but not be limited to providing, erecting, and maintaining necessary signs, barricades, lights and other warning and traffic controlling devices. All OSHA requirements for the safety of the Contractor's personnel and equipment shall be the responsibility of the Contractor.
- D. If deficiencies are found that require correction by the Contractor, the Contractor shall be required to correct the identified deficiencies. All subsequent video inspection performed by the Owner to verify the adequacy of the corrective actions shall be at the Contractor's expense and may be deducted from the project contract amounts.

PART 4 MEASUREMENT AND PAYMENT

4.01 METHOD OF MEASUREMENT

- A. Cleaning and flushing will be considered incidental work pertaining to the Contract with no direct measurement made for this work.
- B. Measurement for televising of the new sanitary sewer will be to the nearest linear foot as indicated in the Bid Form.

4.02 BASIS OF PAYMENT

- A. Cleaning and flushing will be considered incidental work pertaining to the Contract with no direct payment made for this work.
- B. Payment for televising of the new sanitary sewer will be to the nearest linear foot as indicated in the Bid Form. Payment shall be full compensation for all equipment, material, mobilization, and personnel necessary to complete the work and for all copies of the record and reports to be furnished to the Owner.
- C. Any defective work found during televising shall be corrected by the Contractor at no cost to the Owner.

* * * END OF SECTION * * *

**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.

* * * * *

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION
FOR
BUY AMERICA**

MAY 1, 2024

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. If the non-compliant item is not permanently incorporated into the completed work, the Contractor will not permanently incorporate the item and will replace the non-compliant item with an item that complies with the Buy America requirements specified herein at the Contractor's expense.
2. If the non-compliant item has been permanently incorporated into the completed project; the Engineer, in the Engineer's sole discretion, will determine if the non-compliant item must be removed and replaced including any completed work at the Contractor's expense or if the non-compliant item may remain in place in accordance with both of the following requirements:
 - a. Minor quantities of non-compliant iron & steel may be incorporated in the Department's sole discretion based on the Department's review of the Contractor's documented invoiced material costs, provided the invoiced material costs of all non-compliant iron & steel do not exceed 0.1% of the total contract amount or \$2,500, whichever is greater.
 - b. Minor quantities of non-compliant iron & steel and construction materials may be incorporated in the Department's sole discretion based on the Department's review of the Contractor's documented invoiced material costs, provided the total value of the non-compliant items does not exceed 5.0% of the total applicable costs for the project or \$1,000,000, whichever is less.

The total value of the non-compliant items will include non-compliant iron & steel and non-compliant construction materials. The total value of the non-compliant items will not include excluded materials, manufactured (composite) products, or other items within the scope of an existing Buy America waiver.

The total value of an item includes the cost of the material plus the cost of transportation to the project site, as evidenced by delivery receipt, but does not include the labor costs to assemble and install at the project site.

The total applicable project costs will be defined as the total value of materials used in the project that are subject to a domestic preference requirement, including the total value of any iron & steel, construction materials, manufactured (composite) products, and other items within the scope of an existing Buy America waiver. The total applicable project costs will not include excluded materials.

* * * * *

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION
FOR
LIABILITY INSURANCE**

APRIL 21, 2022

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

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

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

* * * * *

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION
FOR
RESPONSIBILITY FOR DAMAGE CLAIMS**

APRIL 21, 2022

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

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

* * * * *

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

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

JANUARY 31, 2020

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

By submitting a bid proposal for this contract, the bidder certifies and agrees the following information is correct for the bidder and all subcontractors (all tiers) and suppliers with five (5) or more employees:

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

* * * * *

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION
FOR
CONTRACTOR ADMINISTERED PRECONSTRUCTION MEETING**

DECEMBER 18, 2019

I. DESCRIPTION

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

II. MATERIALS (Not Specified)

III. CONSTRUCTION REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IV. METHOD OF MEASUREMENT

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

V. BASIS OF PAYMENT

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

* * * * *

FUEL ADJUSTMENT AFFIDAVIT

Project Number _____
PCN _____
County _____

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

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

Yes No

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

Diesel (x) \$ _____

Unleaded (y) \$ _____

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

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

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

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

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

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

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

Dated _____ Signature _____

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

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

Notary Public

My Commission Expires

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

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

MARCH 1, 2016

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

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

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

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

Pertinent Non-Discrimination Authorities:

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

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION
FOR
DISADVANTAGED BUSINESS ENTERPRISE**

FEBRUARY 9, 2024

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

I. Definitions

- A. Specified Goal:** A DBE participation goal for a contract as indicated by a specific numerical percentage of the total dollar amount of the contract in the bidding documents.
- B. Not Specified:** No specific DBE participation goal is specified for a contract.
- C. Disadvantaged Business Enterprise (DBE):** A for-profit small business that is certified by the Department and is listed in the DBE Directory available on the Department's web site.
- D. Good Faith Effort (GFE):** Efforts to achieve a DBE goal which; by their scope, intensity, and appropriateness to the objective; can reasonably be expected to meet the objective of the Department's DBE program pursuant to 49 CFR 26.1.
- E. Positive Contact:** Communication between the bidder and the DBE in which the bidder receives an oral or written response from the DBE stating the DBE's intention to quote or not quote a project.
- F. Commitment:** The dollar amount of work to be subcontracted to DBEs, according to the bidder's bid. The commitment may be compared to the dollar amount of all contract items in the bidder's bid and expressed as a percentage of the total bid amount.
- G. Reasonable Effort:** For projects when goals are not specified, bidders are encouraged to solicit all certified DBEs listed in the appropriate work classifications in the DBE directory that have indicated in the directory they are

willing to work in the project's geographic area and also those that are listed on the plan holders list.

II. Bidding Requirements

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

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

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

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

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

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

On contracts let with a specified DBE contract participation goal, where the low bidder has not met or exceeded that goal, upon request from the Department all bidders who did not meet or exceed the goal must provide GFE documentation as indicated in Section III of this special provision.

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

Bidders must submit GFE documentation, when requested by the Department, within 2 business days from the date bidders are contacted by the Department. Section III of this special provision provides information on the types of action bidders should make as part of their GFE to obtain DBE participation. Bidders may submit documentation with the bidding files provided all pertinent information is included. Bidders must submit any missing documentation within 2 business days from the date the Department contacts the bidder. If the bidder fails to comply with this requirement, the Department will consider the bid proposal irregular and may reject the bid proposal.

If the apparent low bidder does not provide documentation showing GFE as required by this special provision, the Department will consider that bid nonresponsive and may either award the contract to the next lowest responsible bidder with a responsive bid, or reject all bids. Subsequent to the DBE committee's decision that the apparent low bidder's efforts do not establish GFE, the apparent low bidder will be notified that the bid is not responsive. The apparent low bidder will have 2 business days from the date of notification to contact the Bid Letting Engineer to arrange a meeting with the Department Secretary, or the Secretary's designee, to present documentation and argument about why the bid should not be rejected. The Department Secretary or the Secretary's designee will issue a written decision on responsiveness of the bid within 2 business days after the meeting.

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

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

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

III. Good Faith Efforts

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

- A.** The bidders will submit a contact log of all solicitation efforts including:
- Name of the DBE firm
 - Name and phone number of the individual with whom contact was made
 - Date, time, and manner of each and every contact (by phone, in person, fax, mail, e-mail, etc.)
 - The DBE's response to the solicitation
 - Result of the solicitation effort

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

- B.** The bidders will also submit documentation that shows GFE in relation to the following requirements:
1. The bidder must select contract work items to encourage DBE participation. This includes breaking out contract work items into economically feasible units to facilitate DBE participation, even when the bidder might otherwise prefer to perform these work items with its own forces.
 2. The bidder must solicit all certified DBEs that are listed in the appropriate work classifications in the DBE directory and that have indicated in the directory they are willing to work in the project's geographic area. Without exception, all DBEs who are listed on the plan holders list by 10 AM central time 7 calendar days prior to the bid letting must be solicited in accordance with Section III.B.3 of this special provision. If the bidder has not solicited any DBE meeting these requirements, the bidder will provide a detailed written explanation showing why the DBE was not solicited.
 3. To provide adequate time for the DBE to respond with a quote in the normal course of business, the bidder must make the initial solicitation at least 6 calendar days by mail or 5 calendar days by phone, fax, or e-mail prior to the letting date. Without exception, all DBEs who are listed on the plan holders list by 10 AM central time 7 calendar days prior to the bid letting must be solicited.
 4. If the bidder does not receive a positive contact from a DBE, the bidder must follow up the initial solicitation with a second solicitation by phone, fax, or e-mail to determine whether the DBE is interested in quoting. The bidder must make this second solicitation at least 2 business days prior to the letting.
 5. The bidder will provide interested DBEs with adequate and timely information about plans, specifications, and requirements of the contract to assist DBEs in responding to a solicitation.
 6. If a bidder rejects a DBE quote because of previous problems with a particular DBE, the bidder must prepare a detailed written explanation of the problem. Additional cost involved in finding and using DBEs is not, in itself, sufficient reason for a bidder to reject a quote. A bidder must not reject a DBE as being unqualified without sound reasons based on a thorough investigation of the DBE's capabilities.
 7. Any additional information requested by the Department.
- C.** The bidder must consider qualified DBEs whose quotes are reasonably competitive. If the bidder rejects any quote because it is considered not to be "reasonably competitive," the bidder must provide copies of all DBE and non-

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

- D. The bidder must explain why the specified goal could not be met.
- E. The bidder must identify any additional efforts the bidder made to secure DBE participation.

IV. Counting DBE Participation

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

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

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

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

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

evaluate the amount of work subcontracted, the industry practice, and whether the amount the DBE is to be paid is commensurate with the work it is actually performing, DBE credit claimed for performance of the work, and other relevant factors.

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

DBE participation will be counted for trucking services as follows:

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

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

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

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

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

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

bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

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

The Department will not count toward DBE participation materials or services provided by a DBE who is not currently certified prior to and including the date of the Notice of Award. Additionally, the Department will not count toward DBE participation materials or services provided by a DBE who loses certification at any time after the date of the Notice of Award except in the case of a DBE whose ineligibility is caused solely by having exceeded the size standard.

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

The Department will review and monitor projects for compliance with the bidder's intended DBE participation. Failure by the Contractor to fulfill the contract commitment constitutes a breach of contract. The Department may also investigate the form and substance of particular business arrangements between and among DBE and Contractors with regard to specific contracts. If, as a result of an investigation, the Department determines a particular business arrangement is not allowable, the dollar amount of the unallowable DBE participation will be subtracted from the Contractor's DBE participation on that project. The Contractor will be notified if the apparent DBE participation is not adequate to meet the DBE participation stated on the form DOT-289R/C. The Contractor will be directed to seek additional participation from other DBEs to meet the unallowable portion on that contract.

All Contractors and DBEs shall cooperate fully and promptly with the Department in compliance reviews, investigations, and other requests for information. If the Department determines a Contractor was a knowing and willing participant in an unallowable business arrangement, or in the event of repeated violations, falsification, or misrepresentation, the Department will impose sanctions. Sanctions may include, but are not limited to one or more of the following:

- Assessment of liquidated damages as stated in Section VII of this special provision
- Suspension of bidding privileges or debarment
- Withholding progress payments
- Securing additional DBE participation on future Federal-aid contracts sufficient to make up for the DBE participation found to be unallowable
- Referral of the matter for criminal prosecution

V. Joint Checks to DBEs

A joint check is a check issued by a prime Contractor to a DBE subcontractor and to a material supplier or another third party for items or services to be incorporated into a project. For a prime Contractor to receive DBE credit, the DBE must perform a commercially useful function and be responsible for negotiating price, determining quality and quantity, ordering materials and installing (where applicable) and paying for materials.

To ensure that the DBE is independent of the prime Contractor and in compliance with the regulation, use of joint checks will be reviewed and allowed only under following conditions:

- Issued for valid reasons only, not simply for the convenience of the prime Contractor
- Used for a specific contract or specific time frame and not long-term or open ended
- Payment is made to the DBE and not directly to the supplier
- Requested and received prior written approval from the DBE Compliance Officer.

The request must include the following:

- Name of the DBE
- The DOT contract number(s)
- The DOT PCN number(s)
- The work the DBE will be performing on each contract
- Name of the supplier(s) used by the DBE
- The specific reason(s) for issuing joint checks

The Department will review the request and verify the circumstances indicated in the request with the DBE. A copy of the request and approval will be provided to the prime Contractor and the DBE.

VI. Certification of DBE Performance and Payments

Within 30 calendar days of the date of the Acceptance of Field Work the Contractor is required to submit form DOT-289 (Certification of DBE Performance and

Payments), listing all DBEs that participated in the contract, and the total dollar amount paid (and anticipated to be paid) to each. DBE attainments are compared to commitments on form DOT-289R/C and any payments less than 90% of that commitment, without proper justification and documentation, will have liquidated damages assessed against the contract. The Contractor's final payment is not released until receipt of the form DOT-289.

Contractors are required to maintain a running tally of payments to DBEs. For reports of payments not being made in accordance with the prompt payment provision, alleged discrimination against a DBE or other similar complaint, the tally may be requested for review by the Department. The Department may perform audits of contract payments to DBEs to ensure that the amounts paid were as reported on the form DOT-289. All Contractors participating in Federal-aid contracts are expected cooperate fully and promptly with the Department in compliance reviews, investigations and other requests for information regarding payments to DBEs. Their failure to do so is grounds for appropriate sanctions or action against the Contractor.

The Department will monitor the running tally on a program basis and if reporting issues are identified, additional reporting requirements may be implemented.

The Contractor is required to report payments to DBEs twice a year from the date of the Notice to Proceed until the date of the Acceptance of Field Work. Reporting periods and deadlines for payment reporting submittals will be in accordance with the following:

Reporting Period:	Reporting Deadline:
October 1 to March 31	April 30
April 1 to September 30	October 31

For each reporting period, the Contractor is required to submit form DOT-289 listing all DBEs that participated in the contract, the payments to DBEs for that reporting period, and the total dollar amount paid to each DBE. For each reporting period after the Notice to Proceed, the Contractor will mark the form DOT-289 as "On-Going" when reporting payments to DBEs prior to the Date of the Acceptance of Field Work. Within 30 calendar days of the date of the Acceptance of Field Work and all DBE payments have been made, the Contractor is required to submit form DOT-289 and the Contractor will mark the form DOT-289 as "Final".

Each form DOT-289 must be provided to the Engineer by the reporting deadline stated above.

DBE payment are compared to commitment on form DOT-289R/C and any payment less than 90% of that commitment, without proper justification and documentation, will result in the Department assessing liquidated damages

against the contract. The Contractor's final payment will not be released until receipt of the form DOT-289 marked "Final".

VII. Liquidated Damages

A. If the Contractor does not meet its contract commitment documented on form DOT-289 R/C, the Department will assess liquidated damages according to the following schedule:

1. For the first \$1,000 DBE deficiency, 100% of the deficiency.
2. For the next \$9,000 DBE deficiency, 50% of the deficiency.
3. For the next \$10,000 DBE deficiency, 25% of the deficiency.
4. For any remaining DBE deficiency in excess of \$20,000, 10% of the deficiency.

This liquidated damage provision will not be applicable where actual payment to a DBE is within 90% of the commitment or where there are good and sufficient reasons, properly documented, for the deficiency such as quantity under-runs, project changes, or other unexpected occurrences.

B. If a Contractor finds it impossible, for reasons beyond its control, to meet the contract commitment on form DOT-289R/C, the Contractor may, at any time prior to completion of the project, provide a written request to the DBE Compliance Officer for a complete or partial waiver of liquidated damages. No request for a waiver will be accepted after Acceptance of Field Work has been issued.

VIII. Termination or Substitution of a DBE

The Contractor will not be allowed to terminate or substitute a DBE without the Department's prior verbal consent followed by written approval. This includes, but is not limited to, instances in where the Contractor desires to perform work originally committed to a DBE with its own forces, with an affiliated company, with a non-DBE, or with another DBE. Department approval is required when the contract contains a "specified goal" on form DOT-289R/C and the DBE to be terminated or substituted is listed as a commitment on the form DOT-289R/C.

The Department will provide written consent only if the Department agrees the Contractor has good cause to terminate the DBE listed on the form DOT-289R/C. Good cause includes the following:

- The DBE fails or refuses to execute a written contract

- The DBE fails or refuses to perform the work of the DBE subcontract in a manner consistent with normal industry standards or Department specifications unless the failure or refusal by the DBE is a result of unfair or discriminatory actions by the Contractor
- The DBE fails or refuses to meet the Contractor's reasonable nondiscriminatory bond requirements
- The DBE becomes bankrupt, insolvent, or exhibits credit unworthiness
- The DBE is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215, and 1,200 or applicable state law
- The Department has determined that the DBE is not a responsible Contractor
- The DBE voluntarily withdraws from the project and provided the Department with a written notice of withdrawal
- The DBE is found to be ineligible to receive DBE credit for the type of work required
- A DBE owner dies or becomes disabled with the result that the DBE is unable to complete its work on the contract
- Other documented good cause that the Department determines to substantiate the termination of the DBE.

Good cause does not exist if the Contractor seeks to terminate a DBE so the Contractor can self-perform the work for which the DBE was committed, or so the Contractor can substitute another DBE or non-DBE Contractor after the contract award.

Before submitting a request to terminate or substitute a DBE to the Department, the Contractor must first provide written notice to the DBE, with a copy of the notice to the DBE Compliance Officer, of the Contractor's intent to request to terminate or substitute, and the reason for the request.

The Contractor must give the DBE 5 calendar days to respond to the notice and advise the Department and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Department should not approve the Contractor's action. If required in a particular case as a matter of public necessity (e.g. safety), the Department may provide a response period shorter than 5 calendar days.

When a DBE is terminated or fails to complete its work on the contract for any reason, the Contractor must make good faith efforts to replace the committed DBE with another DBE. The Contractor must make efforts to find another DBE to perform the same amount of work under the contract as the DBE that was terminated. The letter to the Department requesting termination or substitution must include the name of the DBE and dollar amount of the replacement DBE. If the Contractor is unable to find another DBE, the Contractor must provide the

names of the DBEs it contacted and reason why they were unable to use those DBEs.

If the Contractor does not utilize or pay DBEs as required, liquidated damages will be assessed as specified in Section VII of this special provision. In addition, if the Contractor is found to have knowingly and willingly attempted to circumvent the DBE contract provisions, the Department will not make payment for the work that was originally committed to a DBE and the Department may impose sanctions referred to in Section IV of this special provision.

The Contractor does not need Department approval to terminate or substitute a DBE under the following circumstances:

- The DBE is being used on a contract with a “Specified Goal” however the DBE was not listed as a DBE commitment on form DOT-289R/C.
- The DBE was listed as an anticipated utilization on a “Not Specified” DBE goal contract on form DOT-289R/N.

* * * * *

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

FEBRUARY 5, 2024

**Notice of Requirement for Affirmative Action To Ensure Equal Employment Opportunity
(Executive Order 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade

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

Goals for female participation in each trade

Statewide 6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this

second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in [41 CFR part 60-4](#) shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in [41 CFR 60-4.3\(a\)](#), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in [41 CFR part 60-4](#). Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

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

**Standard Federal Equal Employment Opportunity Construction Contract Specifications
(Executive Order 11246)**

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to [41 CFR 60-4.5](#)) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall

document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

D. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under [41 CFR part 60-3](#).

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the

Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with [41 CFR 60-4.8](#).

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

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

OCTOBER 18, 2023

The following are amendments to the above contract provisions.

Section I.4.

Delete this section and replace with the following:

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a Federal-aid construction project unless it is labor performed by convicts who are on parole, supervised release, or probation.

Section IV.

Delete the first three sentences of the first paragraph and replace with the following:

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway and to all portions of Transportation Alternatives Program (TAP) funded projects.

Section IV.3.b.(1)

Delete this section and replace with the following:

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

Section IV.3.b.(2)

Delete the third sentence.

Section IV.3.b.(3)

Delete the first paragraph and replace with the following:

Each certified weekly payroll report must include the most recent South Dakota Department of Transportation (SDDOT) Statement of Compliance Form, signed by the Contractor or related subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract. The Instructions for the SDDOT Statement of Compliance Form are found at <https://dot.sd.gov/doing-business/contractors/labor-compliance/certified-payrolls-let-after-6/5/19>. The SDDOT will not accept any payroll report which does not include the most recent SDDOT Statement of Compliance Form. The SDDOT Statement of Compliance Form must certify the following:

Section IV.3.b.(4)

Delete this paragraph and replace with the following:

The weekly submission of a properly executed SDDOT Statement of Compliance Form shall satisfy the requirement for submission of the "Statement of Compliance Form" required by paragraph 3.b.(3) of this section.

Section IV.4.a.(1)

Delete the first sentence and replace with the following:

Apprentices will be permitted to work at less than the predetermined rate for the work they perform, but not less than the Common Laborer wage rate contained in the bid documents, when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA.

* * * * *

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

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

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

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

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

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

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

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

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

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

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

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

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

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

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

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

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

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

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

2. Withholding (29 CFR 5.5)

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

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

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

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

3. Records and certified payrolls (29 CFR 5.5)

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

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

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

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

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

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

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

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

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

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

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

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

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

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

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

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

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

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

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

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

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

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

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

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

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

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

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

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

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

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

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

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

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

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

3. Withholding for unpaid wages and liquidated damages

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

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

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

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

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

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

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

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

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

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

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

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

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

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

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

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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

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

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

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

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

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

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

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION REGARDING
MINIMUM WAGE ON FEDERAL-AID PROJECTS**

OCTOBER 24, 2019

This proposal contains a copy of the most recent United States Department of Labor (USDOL) Davis-Bacon Act Wage Decision.

The Contractor and each related subcontractor will pay their respective employees not less than the USDOL minimum wage for each work classification an employee actually performs at the site of the work.

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

Each certified weekly payroll report must include the most recent South Dakota Department of Transportation (SDDOT) Statement of Compliance Form, signed by the Contractor or related subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract. The Instructions for the SDDOT Statement of Compliance Form are found at <https://dot.sd.gov/doing-business/contractors/labor-compliance/certified-payrolls-let-after-6/5/19>. The SDDOT will not accept any payroll report which does not include the most recent SDDOT Statement of Compliance Form.

* * * * *

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

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

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

*SUSD2023-001 01-11-2023

LABORERS

GROUP GL1

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

GROUP GL2

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

GROUP GL3

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

GROUP GL5

Carpenter; Form Builder

GROUP GL6

Concrete Finisher; Painter; Grade Checker

POWER EQUIPMENT OPERATORS

GROUP G01

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

GROUP G02

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

GROUP G03

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

GROUP G04

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

GROUP G05

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

TRUCK DRIVERS

GROUP GT1

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

GROUP GT2

Semi-Tractor and Trailer; Tandem Truck with Pup

ELECTRICIANS

GROUP E01

Electrician

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

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

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

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

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

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

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

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

=====

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

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

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

=====

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

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

SEPTEMBER 7, 2022

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

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

Department Website:

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

Operations Support:

605-773-3571

* * * * *

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

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

DECEMBER 6, 2023

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

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

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

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

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

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

* * * * *

