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DEPARTMENT OF TRANSPORTATION

DEPARTMENT OF TRANSPORTATION

NOTICE TO CONTRACTORS,

PROPOSAL, SPECIAL PROVISIONS,

CONTRACT AND CONTRACT BOND

FOR

CHANNEL ARMORING & PEDESTRIAN BRIDGE WINGWALL REPAIRS

CITY **PROJECT NO.** **CIP 2026-032 ( )**
(PCN X07C)

SD HIGHWAY 50

IN YANKTON COUNTY

December 2, 2026

NOTICE TO ALL BIDDERS

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

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

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

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

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PLANS, PROPOSALS AND ADDENDA

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

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Project Number: CIP 2026-032 ( )

Revised 10/1/25
PCN X07C

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 December 2, 2026, at which time the SDDOT will open bids. All bids will be checked for qualifications with results posted on the SDDOT website. The South Dakota Transportation Commission will consider all bids at a scheduled Commission meeting.

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

FIELD WORK COMPLETION: **OCTOBER 29, 2027**

The DBE goal for this project is: **N/A**

Work Type for this project is: **Work Type 13**

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

The South Dakota Standard Specifications for Roads and Bridges, 10-7-26 Version, may be obtained at https://dot.sd.gov/doing-business/contractors/standard-specifications/ .

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

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

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

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

PROPOSAL Revised 8/10/11

SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION, STATE OF SOUTH DAKOTA:

Ladies / Gentlemen:

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

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

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

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

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

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

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

REV. 11/2/26

INDEX OF SPECIAL PROVISIONS

PROJECT NUMBER(S): CIP 2026-032 ( ) PCN: X07C

TYPE OF WORK: CHANNEL ARMORING & PEDESTRIAN BRIDGE WINGWALL REPAIRS

COUNTY: YANKTON

The following clauses have been prepared subsequent to the Standard Specifications for Roads and Bridges and refer only to the above described improvement, for which the following Proposal is made. In case of any discrepancy or conflict between said specifications and these Special Provisions, the latter are to govern.

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

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

THE FOLLOWING ITEMS ARE INCLUDED IN THIS PROPOSAL FORM:

Instructions for Bidders, dated 11/4/26.

Special Provision Regarding Combination Bids, dated 11/3/26.

Special Provision Regarding the City Portion for Subletting, dated 11/4/26.

List of Utilities.

Special Provision for Submission of Bid Proposals (SDEBS Lettings), dated 10/29/26.
Special Provision for Aggregates for Granular Bases and Surfacing, dated 10/26/26.
Standard Title VI Assurance, dated 3/1/16.
Special Provision for Implementation of Clean Air Act & Federal Water Pollution Control Act, dated 9/1/97.

CIP 2026-032 ( ), PCN X07C
CHANNEL ARMORING & PEDESTRIAN BRIDGE WINGWALL REPAIRS
SD HIGHWAY 50

INSTRUCTIONS FOR BIDDERS

November 4, 2026

1) This Channel Armoring & Pedestrian Bridge Wingwall Repairs 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 PT 0050(132)384 PCN 07E9, Yankton 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 PT 0050(132)384 PCN 07E9, Yankton County. Any delays in completing this contract will not be a basis for an extension of the contract completion time for PCN 07E9, Yankton County.

7) 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 Yankton. The Contractor will be required to provide a performance bond in a sum equal to the total amount of the contract, in a form acceptable to the City. The performance bond shall remain in effect for a period of one year after the City considers the contract to be completed and accepted.

8) The contractor is required to schedule and conduct a preconstruction meeting that shall be held jointly with the preconstruction meeting for the state contract. Additionally the contractor is responsible for contacting the city for a list of required submittals upon receiving Notice of Award of the contract.

9) Construction engineering for this contract will be performed by the City of Yankton.

10) Payment for this Utilities project will be made to the Contractor by the City of Yankton.

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STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION REGARDING
COMBINATION BIDS

CIP 2026-032 ( ), PCN X07C
CHANNEL ARMORING & PEDESTRIAN BRIDGE WINGWALL REPAIRS

YANKTON COUNTY

NOVEMBER 3, 2026

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

PT 0050(132)384, PCN 07E9
SD HIGHWAY 50
BERM REPAIR, RIP RAP

YANKTON COUNTY

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

Work on PCN (07E9) CANNOT be used to meet the DBE Goal established for this project.

After award, the contracts will be administered as entirely separate contracts.

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STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION REGARDING
THE CITY PORTION FOR SUBLETTING

CIP 2026-032 ( ), PCN X07C
YANKTON COUNTY

NOVEMBER 4, 2026

This project is let in combination with State Project Number PT 0050(132)384 PCN 07E9. 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.

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THE FOLLOWING UTILITY COMPANIES ARE INVOLVED ON

PROJECT PT 0050(132)384 & CIP 2026-032(00), Yankton County, PCN 07E9 & X07C

The contractor shall contact the following utilities in a sufficient amount of time prior to starting work. The companies will identify their facilities, and it is the responsibility of the contractor and the company to coordinate their work to avoid damage to existing facilities and to allow for relocation of facilities as may be required for grading work:

The following utilities were determined to be involved and were formally notified on March 14th, 2025, that if their facility is located within the existing public right-of-way, any adjustment of their facility would have to be accomplished at no cost to the State, **within 90 days from receipt of the notice, unless other arrangements are made with the Area Engineer.**

(1) Lumen
125 S Dakota Ave
Sioux Falls, SD 57104
CONTACT: Andrew Wixon
C: 605-681-2049
E: Andrew.Wixon@Lumen.com
Lumen states that they have an underground fiber and a copper line on the south side of Structure # 68-129-205 running west and east; however, after Locating and reviewing the Plan Sets, Lumen states they will not need to relocate their facilities. The fiber is located alongside the edge of Present SD Hwy 50 (4th Street)'s pavement, traveling into the public right-of-way around approximately STA. 41+57 - 33' R of Present SD Hwy 50's alignment. It then is no longer depicted on the Plan Set; however, Lumen states it does not approach the Structure.

The copper line's proximity to Present SD Hwy 50 (4th Street) varies at certain locations but stays approximately 80' R of Alignment at Lumen's stated depth of 30-36" and travels under Auld-Brokaw Trail Trailhead's sidewalk and crosses Paddle Wheel Drive. If the plans change on the south side, Lumen requests to be notified 2 weeks in advance to work with the SDDOT Contractor during construction to protect-in-place their facilities. Andrew Wixon can be reached at (605) 681-2049. As Lumen's facilities are in the existing public right-of-way, any relocation or adjustment necessary to accommodate the highway construction will be accomplished at no cost to the State and performed in coordination with the highway construction.

(2) Midcontinent Communications (Midco)
1305 N Terry Ave
Sioux Falls, SD 57107
CONTACT: Al Mullinix
C: 605-231-0388
E: Al.Mullinix@Midco.com
Midco states that they have 3 underground fiber lines and 1 coaxial line near the project limits with an average depth of 36"-48". They were installed in the same trench on the west and east sides of Present SD Hwy 50 (4th Street), with the west pathway crossing to the east at approximately STA. 43+42 - 55' L. It is located approximately 17' southwest of The City's Sanitary crossing before Structure # 68-129-205. These lines pass through the Temporary Easement on the southeast side of the structure. Midco states that they do not feel the need to pothole their facilities in this area and believe them not to be in conflict with SDDOT's proposed

construction plans. If the project limits or work changes from the current proposed, Midco requests to be notified at least 2 weeks prior to construction so they may review and reevaluate their position. Midco's contact is Al Mullinix: (605) 231-0388. As Midco's facilities are in existing public right-of-way, any relocation or adjustment necessary to accommodate the highway construction will be accomplished at no cost to the State and performed in coordination with the highway construction.

(3) SDN Communications
2900 W 10th St
Sioux Falls, SD 57104
CONTACT: Matt Burton
O: 712-333-5542
C: 605-209-2338
E: Matt.Burton@SDNCommunications.com
SDN states that their underground fiber is within the area as well as in the project limits. Their fiber travels west and east along the north side of Present SD Hwy 50 (4th Street) approximately 6-9' from the back of public right-of-way and maintains a depth of at least 48". By the time it reaches the present project limits at approximately STA. 44+52 - 58' L, SDN states their fiber is already at a depth of 12-19'. They also state that before SDN's fiber reaches the west side of Marne Creek, their fiber is already at an approximate depth of 19' and increasing. SDN states that their fiber maintains that depth past approximately STA. 45+05 - 57' L until they leave the project limits. At this point the fiber continues east on Present SD Hwy 50 (4th Street), and crosses Present SD Hwy 50 (4th Street) south along Paddle Wheel Drive at approximately STA. 46+16 - 44' L. As SDN's facilities are in existing public right-of-way, any relocation or adjustment necessary to accommodate the highway construction will be accomplished at no cost to the State and performed in coordination with the highway construction.

(4) Bluepeak
5100 S Broadband Rd
Sioux Falls, SD 57108
CONTACT: Jordan Huber
O: 605-498-4922
C: 605-366-1360
E: Jordan.Huber@MyBluepeak.com
Bluepeak states that they do have underground fiber near the project limits; however, due to the distance, they will not be in conflict. Bluepeak states their 12F is buried along the southeast side of Present SD Hwy 50 (4th Street) going west in the public right-of-way and turns southeast along Paddle Wheel Drive at approximately STA. 46+86 - 78' R to feed the Yankton Area Chamber of Commerce, where it stops. As Bluepeak's facilities are in existing public right-of-way, any relocation or adjustment necessary to accommodate the highway construction will be accomplished at no cost to the State and performed in coordination with the highway construction.

(5) NorthWestern Energy Company
3210 Douglas Ave
Yankton, SD 57078
CONTACT: Robert Gehm
O: 650-668-4602
C: 605-760-7402
E: Robert.Gehm@NorthWestern.com
NorthWestern states that they do have underground and overhead facilities near and in the project limits; however, they do not directly conflict with current SDDOT construction plans. NorthWestern states they have a 34.5kV sub-transmission line with distribution "underbuild" that crosses diagonally across to the center of the bridge. NorthWestern states their power cables are approximately 30' above Present SD Hwy 50's (4th Street) current grade. As long as any equipment brought in for this project maintains at least 10' of clearance from their lines, NorthWestern states that their facilities are not in conflict with SDDOT's construction plans. If the current proposed plans change, they ask to be notified so they may review and re-evaluate. Their contact is Robert Gehm: (605) 760-7402. As NorthWestern's facilities are in existing public right-of-way, any relocation or adjustment necessary to accommodate the highway construction will be accomplished at no cost to the State and performed in coordination with the highway construction.

(6) MidAmerican Energy Company
1200 South Blauvelt Ave.
Sioux Falls, SD 57105
CONTACT: Nicolle Rasmusson
O: 605-373-6081
E: Nicolle.Rasmusson@MidAmerican.com
MidAmerican states that they have an underground 4" gas line that crosses east-to-west diagonally left at approximately STA. 47+40. MidAmerican states that the typical depth is 3' and the pipe dead-ends on the northwest of Structure # 68-129-205 past the public right-of-way at approximately STA. 47+27-73' L. While near the project limits, MidAmerican states they will not be in conflict with the project. As MidAmerican's utility is in existing public right-of-way, any relocation or adjustment necessary to accommodate the highway construction will be accomplished at no cost to the State and performed in coordination with the highway construction.

(7) City of Yankton
416 Walnut St
P.O. Box 176
Yankton, SD 57078
CONTACT: Adam Haberman
O: 605-668-5221
C: 605-668-5250
E: AHaberman@CityofYankton.org
The City states that they have completed their new build for the sanitary pipe between approximately STA. 43+59 R to 45+36 R, south of the pedestrian bridge, and that the new pipe's location and manholes are outside the project limits and do not impact the SDDOT's proposed construction plans. The City states that a section of the 21" sanitary sewer pipe and concrete from approximately STA. 44+00 R to STA. 44+73 R has been removed; the pipe section from approximately STA. 43+59 R to STA. 44+00 R, and the section from approximately STA. 44+73 R to STA. 45+36 R, has been abandoned-in-place as have the manholes associated within these spans. The City states that the 12" water main that crosses east-and-west under Marne Creek approximately 100'

south of Structure # 68-129-205 will not impact this project. The City also states that the 30" Reinforced Concrete Pipe Outfall on the north side of the bridge (Structure #68-129-205) should not impact the project as it is included in the plans for rebuilding the berm and riprap replacement around the culvert.

City Project #: CIP 2026-032(00), PCN X07C will be let with this Project. CIP 2026-032(00), PCN X07C Project Plans address City utilities, and the City has stated that all conflicts with necessary relocations will be coordinated and handled throughout the SDDOT construction process.

As the City's facilities are in existing public right-of-way, any relocation or adjustment necessary to accommodate the highway construction will be accomplished at no cost to the State and performed in coordination with the highway construction.

(8) South Bow Corporation
707 – 5 Street SW
Calgary, T2P 0Y3 Canada
CONTACT: Joe Mueller
O: 605-464-1371
E: Joe.Mueller@SouthBow.com
South Bow states that they are responsible for The Keystone Pipeline in the area; however, that Keystone is over 1200' southeast of the project limits and will not be affected by the project.

The requirements relating to Cooperation Between Contractors, as set forth in Section 5.7 of the Standards Specifications for Roads and Bridges, 2015 edition, shall prevail throughout the limits of this project.

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
SUBMISSION OF BID PROPOSALS
(SDEBS Lettings)

OCTOBER 29, 2026

Add the following to the end of Section 2.10 B:

Bidders are strongly encouraged to complete and submit the bid proposal well in advance of the deadline. Bidders assume full responsibility for the timely and successful submission of their bid proposals. The Department is not responsible for a bidder's inability to submit a bid proposal using SDEBS. The Department reserves the right to cancel the opening of bid proposals if in the judgment of the Department canceling the opening of bid proposals promotes the best interest of the Department.

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STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
AGGREGATES FOR GRANULAR BASES AND SURFACING

OCTOBER 26, 2026

Section 882 – Delete Table 2 and replace it with the following:

Table 2 – Other Properties

Property	Subbase	Gravel Cushion	Base Course	Limestone Ledge Rock Base Course	Limestone Ledge Rock Gravel Cushion	Gravel Surfacing	Pit Run	Granular Bridge End Backfill
Liquid Limit (max)		25	25	25	25			25
Plasticity Index (max) *1	0-6	0-6	0-6	0-3	0-3	4-12		0-6
LA Abrasion Loss (max)	50	40	40	40	40	40		40
Crushed Particles (min) +#4 Sieve	30% 1-CF	30% 1-CF	30% 1-CF	30% 1-CF	30% 1-CF	30% 1-CF		30% 1-CF
Foot Notes		*2	*1, *2				*3	

*1 The fraction passing the #200 sieve will not be greater than 2/3 of the fraction passing the #40 sieve. In no case will the upper limit specified for the #200 sieve be exceeded.

*2 Requirements apply to ledge rock other than limestone ledge rock.

*3 Acceptance of pit run will be by visual inspection. The Engineer may require a sieve analysis to verify the material meets the specified gradation. Independent Assurance will not be required.

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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).

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STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION

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

SEPTEMBER 1, 1997

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

a) That any facility to be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub. L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub. L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR, Part 15), is not listed on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

b) That the State Transportation Department shall be promptly notified prior to contract award of the receipt by the bidder of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

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