

July 29, 2026

NOTICE TO CONTRACTORS

Sealed bids will be received by the South Dakota Department of Transportation, Pierre Regional Office until **2:00 pm, CDT, Thursday, August 13, 2026** for the following project:

<u>Proj. No.</u>	<u>County</u>	<u>Type of Work</u>	<u>Area Office</u>	<u>Completion Date</u>
P 0030(00) PCN 0A6F	Regionwide	Bridge Cleaning	Pierre	October 30, 2026

AVAILABILITY OF PLANS AND PROPOSALS:

Plans and proposal forms are available at the following website:

<https://apps.sd.gov/HC65BidLetting/RegionDefault.aspx>

The DOT-123 form provided within the proposal document is for information only. Do not use for bidding purposes. Bids submitted on the enclosed DOT-123 form will be considered void and will not be accepted by the department. Please email the Pierre Region office for the DOT-123 form for bidding.

Shelley.Larson@state.sd.us

The email request for the DOT-123 form will include the following information, so that the SDDOT can maintain a list of prospective bidders for this project and to maintain a contact list for future region lettings:

Contact Name / Company Name
Mailing Address
Phone Numbers

Addendums, if any, will be made available on-line at the above website, no later than 48 hours prior to opening bids. It will be the Contractor's responsibility to check for addendums prior to submitting bids.

CONTENT OF BIDS:

Returned Bids shall include the following items all signed in ink:

1. **A notarized Contract Proposal (DOT-123). Non-signature items shall be typed or completed in ink.**
2. **Contractor's Affidavit/Declaration.**
3. **Fuel Adjustment Affidavit** (The successful bidder must submit this prior to execution of the contract; therefore, all bidders are encouraged to submit this at the time of bidding.)

Bids will be in sealed envelopes and clearly marked on the outside with the words "BID ENCLOSED" and the letting to which the bid applies when delivered to the Pierre Regional Office by the time indicated for opening. Proposals faxed to the office will not be accepted. Hand deliver bids or mail to the following:

**Pierre Region Letting
Attn: Kallie Fees
South Dakota Department of Transportation
104 S. Garfield, Bldg A
2nd Floor, RM 205
Pierre, SD 57501-5405**

Hand delivered bids may be delivered to the front desk or room 205 on the 2nd floor during the hours of 8:00 am – 5:00 pm, Monday thru Friday. The bid results will be posted on the region letting website following the opening.

Bidders will be required to fill out the blank spaces in the proposal form correctly. The bidder must fill in a unit price for each bid item shown on the proposal form. Bidders will also be required to carry out extensions and determine the "Total or Gross Sum Bid" as indicated in the proposal. The total of any proposal, as determined by the bidder, will be used only for a comparison when bids are publicly opened and read, and any errors noted in extensions or totals will be corrected to determine the "Total or Gross Sum Bid" of any proposal.

Failure to properly carry out any of the above requirements is deemed as sufficient reason to reject any proposal.

BONDING & INSURANCE:

A **bid bond** will not be required.

The successful bidder must provide a **performance bond** in the total amount of the contract prior to beginning work on the project as per section 3.7 of the Standard Specifications.

NOTE: A cashiers check, money order or other monetary instrument in the total amount of the contract, made out to and under the full control of the Department is acceptable in lieu of a performance bond. Such bond shall remain in effect for not less than one year after date of acceptance of the completed contract by the Department.

Unless the successful bidder already has a **Certificate of Insurance** on file in the Bid Letting Engineer's Office in Pierre, one must be furnished to the Region Office in Pierre before work may begin.

PREQUALIFICATION:

Pursuant to South Dakota Administrative Rules 70:07:02, Classification and Bidding Capacity Rating for Highway Contracts, and Section 2.1 of the SDDOT Standard Specifications For Road and Bridges, all bidders on highway construction projects over \$250,000.00 shall be pre-qualified.

Work Type 5 - Asphalt Concrete Paving and Microsurfacing, or Work Type 6 - Asphalt Surface Treatment and Asphalt Crack Sealing, or Work Type 11 - Signing, Delineation, and Pavement Marking, or Work Type 13 - Incidental Construction

<https://apps.sd.gov/HC65SDEBS/SavedDocuments/Prequal/WorkTypes.pdf>

MISCELLANEOUS:

Any person engaged in highway construction work in the State of South Dakota must obtain a motor fuel highway contractor tax license.

The Department of Transportation in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, national origin, sex, age or disability in consideration for an award.

The Contractor, by signing and submitting a bid or proposal, agrees to provide services in compliance with the Americans with Disabilities Act of 1990.

The Department of Transportation reserves the right to reject any and all bids.

DEPARTMENT OF TRANSPORTATION

Shelley M. Larson

Shelley Larson
Region Design Engineer

cc: J. Humphrey – Region Engineer
C Bennett – Operations
J. Hanson – Civil Rights
K. Watkins – DBE Coordinator
J. Smith – Region Materials
D. VanDeWiele – Pierre Area
T. Kallemeyn – Pierre Area Engineering Supervisor
File

**SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION
CONTRACT PROPOSAL**

CODE	PROJECT			MAINT UNIT	CONTROL REFERENCE	AFE	FUNCTION	BEGIN MRM	END MRM
	PRE	ROUTE	AGR						
	P	0030	00			0A6F	2091		

CITY AND/OR COUNTY: Corson, Campbell, Walworth, Dewey,
Ziebach, Potter, Sully, Stanley. Haakon,
Hughes, Jackson & Lyman

BUDGET SOURCE: FY26 Structure Preservation

REGION MATERIALS CERTIFICATION REQUIRED: ☐ YES ☒ NO
CERTIFIED INSPECTORS/TESTERS REQUIRED: ☐ YES ☒ NO
TO BE INSTALLED ON CM&P: ☒ YES ☐ NO

WIP #: _____

TYPE, PURPOSE AND LOCATION OF WORK: Bridge Cleaning

ESTIMATE OF QUANTITIES AND COST

BID ITEM NUMBER	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
*009E0010	Mobilization	Lump Sum	LS	Lump Sum	
*009E4100	Construction Schedule, Category I	Lump Sum	LS	Lump Sum	
*634E0110	Traffic Control Signs	89.0	SqFt		
*634E0120	Traffic Control, Miscellaneous	Lump Sum	LS	Lump Sum	
*900E2030	Miscellaneous Work	82	Site		
TOTAL					

CONTRACTOR'S PROPOSAL STATEMENT

The undersigned agrees to offer the labor and material in the quantities, at the unit price, for the purpose, in the place, and in accordance with attached provisions. The Contractor will provide services in compliance with the Americans with Disabilities Act of 1990 and any amendments.

SUBSTANTIAL COMPLETION DATE N/A

FIELD WORK COMPLETION DATE October 30, 2026

SUBSCRIBED AND SWORN TO BEFORE ME THE

_____, DAY OF _____, 20__

NOTARY _____

My Commission Expires: _____

PROPOSED START DATE _____

SIGNATURE _____

PRINTED NAME _____

COMPANY _____

STR. ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER _____

DATE _____ (SEAL) FEDERAL TAX ID NUMBER _____

TO BE FILLED OUT BY STATE PERSONNEL:

The parties agree that the Department of Transportation may execute this contract by electronic signature.

RECOMMENDED FOR APPROVAL:

CONSTRUCTION & MAINTENANCE ENGINEER DATE

AREA / REGION / OPS ENGINEER DATE

DIRECTOR OF OPERATIONS DATE

INTERNAL SERVICES / AUDITS DATE

ACCEPTED BY SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION

NAME _____ TITLE _____ DATE _____

IF FEDERAL FUNDS WILL BE EXPENDED UNDER THIS AGREEMENT, ACCEPTANCE BY PROJECT DEVELOPMENT IS REQUIRED

PROJECT DEVELOPMENT ENGINEER DATE

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.

* * * *

BIDDER MUST EXECUTE THE FOLLOWING:

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

CONTRACTOR'S AFFIDAVIT / DECLARATION

PROJECT(S): P 0030(00)

PCN 0A6F

COUNTY(IES): Corson, Campbell, Walworth, Dewey, Ziebach, Potter, Sully, Stanley, Haakon, Hughes, Jackson & Lyman

(an individual)

(a partnership)

(a corporation)

do hereby certify that I, We or any owner or partner holding a controlling interest, director or officer of the bidder; principal investigator, project director or other position involved in management of the project for which this bid is submitted, have not directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for the project, and that within the last 3 years none of the above have been suspended, debarred, voluntarily excluded or determined ineligible by any federal or state agency, been indicted, convicted, or had a civil judgment rendered against any of the above or the business entity described herein by a court of competent jurisdiction in any matter involving fraud or official misconduct for which we are currently under suspension or debarment. Nor is a proposed suspension or debarment pending against any of the above for any of the above listed reasons.

* * * *

COMPLETE SIGNATURE BLOCK **A. or B.** BELOW:

A. Signed _____ (an individual)
(a partnership)
(a corporation)

By _____

Title _____

County of _____)

):SS

State of _____)

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

(SEAL) _____
Notary Public My Commission Expires _____.

* * * *

B. Under the penalty of perjury under the laws of the United States, I hereby certify that the above statement is true and correct.

Signed _____ (an individual)
(a partnership)
(a corporation)

By _____

Title _____

FUEL ADJUSTMENT AFFIDAVIT

Project Number P 0030(00)

PCN 0A6F

County Corson, Campbell, Walworth, Dewey, Ziebach, Potter, Sully, Stanley, Haakon, Hughes, Jackson & Lyman

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

INDEX OF SPECIAL PROVISIONS

PROJECT(S): P 0030(00)

PCN 0A6F

COUNTY(IES): Corson, Campbell, Walworth, Dewey, Ziebach, Potter, Sully, Stanley, Haakon, Hughes, Jackson & Lyman

TYPE OF WORK: BRIDGE CLEANING

THE FOLLOWING ITEMS ARE INCLUDED IN THIS PROPOSAL FORM:

The project category is Category 1
The project type is Surfacing
The geographic zone is Zone 2

Special Provision for Liability Insurance, dated 7/22/26.

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

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

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

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

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

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

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

Wage and Hour Division US Department of Labor Washington DC.

- US Dept. of Labor Decision Number SD20260001, dated 1/30/26.

Special Provision for Indian Employment and Contracting on the Standing Rock Reservation, dated 7/27/26.

Special Provision for Indian Employment and Contracting on the Cheyenne River Reservation, dated 7/27/26.

Special Provision for Indian Employment and Contracting on the Lower Brule Reservation, dated 7/27/26.

Plan Sheets 1 thru 10

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**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION
FOR
LIABILITY INSURANCE**

JULY 22, 2026

Section 7.14 – Delete and replace with the following:

7.14 LIABILITY INSURANCE - Provide general liability and automobile insurance policies and provide an occurrence-based, per project aggregate liability insurance policy that covers all ongoing and completed operations under the contract, whether performed by the Contractor or by subcontractors. All insurance policies must be issued by a corporation qualified and authorized to write the policies in the State of South Dakota. These insurance policies will include additional insured endorsements in favor of the State of South Dakota, the Department, and the Department's officers and employees on a primary and non-contributory basis. The endorsements must state:

- liability coverage is limited to claims not barred by sovereign immunity;
- subrogation is waived against the State of South Dakota, the Department, and the Department's officers and employees; and
- the insurance carrier will not deny coverage or deny any of the rights and benefits accruing to the State of South Dakota, the Department and the Department's officers and employees as additional insureds under the policy for reasons of sovereign immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of sovereign immunity asserted.

Provide worker's compensation insurance that meets the requirements of South Dakota's workers' compensation laws.

Secure and maintain insurance in full force and effect before starting the work and until completion of all work required and Final Acceptance is issued by the Department. Before starting the work, 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. The Department reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

Failure to maintain the insurance as required constitutes a material breach of contract. The Department may, after giving 5 business days' notice to the Contractor to correct the breach, immediately terminate the contract in accordance with Section 8.10 or may procure or renew such insurance and pay all premiums. The Department may demand repayment of premium costs by the Contractor or may offset the premium costs against funds due the Contractor from the Department.

Any right of the State of South Dakota, the Department, and the Department's officers and employees to receive indemnification and insurance will not give rise to a duty on the part of the State to exercise its rights or status for the benefit of the State or any other person or entity.

* * * * *

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

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

FEBRUARY 18, 2026

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

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

* * * * *

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

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

OCTOBER 1, 2025

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

B. Beam Guardrail:

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

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

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

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

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

C. Bolts, Nuts, and Washers:

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

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

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

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

* * * * *

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

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

AUGUST 24, 2023

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

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

CERTIFICATION OF NO STATE LEGISLATOR INTEREST:

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

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

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

* * * * *

FUEL ADJUSTMENT AFFIDAVIT

Project Number _____
PCN _____
County _____

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

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

☐ Yes

☐ No

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

Diesel (x) \$ _____

Unleaded (y) \$ _____

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

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

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

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

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

_____ of _____,
(Title) (Contractor)

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

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

Dated _____ Signature _____

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

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

Notary Public

My Commission Expires

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

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

MARCH 1, 2016

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

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

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

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

Pertinent Non-Discrimination Authorities:

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

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

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

SEPTEMBER 1, 1997

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

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

*** * * ***

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

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

OCTOBER 24, 2019

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

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

1. The Contractor and each related subcontractor will pay all laborers and mechanics working at the site of work unconditionally and not less than once a week, and without subsequent deduction or rebate of any account, other than permitted payroll deductions. The Contractor and each related subcontractor must compute the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment at rates not less than those rates contained in the USDOL Davis-Bacon Act Wage Decision.
2. The Contractor and each related subcontractor will pay their respective employees not less than the USDOL minimum wage for each work classification an employee actually performs at the site of the work.
3. The Contractor and each related subcontractor must submit weekly, for each week in which any contract work is performed, an electronic certified weekly payroll report. The payroll report must be submitted electronically to the Elation System website. The Elation System website can be accessed by logging onto the State of South Dakota's single sign-on website at <https://mysd.sd.gov/> or can also be accessed at <https://elationsys.com/>. First time users will need to use the Promotion Code SDDOT-19. The payroll report must be submitted within fourteen (14) calendar days after the end of the workweek. The payroll reports submitted shall set out accurately and completely all the information required to be maintained under 29 C.F.R. 5.5(a)(3)(i). Weekly transmittals must include an individually identifying number for each employee, such as the last four digits of the employee's social security number, but these weekly transmittals must not include full social security numbers or home addresses. The Contractor is responsible for the submission of certified payroll reports by all subcontractors.
4. Each certified weekly payroll report must include the most recent South Dakota Department of Transportation (SDDOT) Statement of Compliance Form, signed by

the Contractor or related subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract. The Instructions for the SDDOT Statement of Compliance Form are found at <https://dot.sd.gov/doing-business/contractors/labor-compliance/certified-payrolls-let-after-6/5/19>. The SDDOT will not accept any payroll report which does not include the most recent SDDOT Statement of Compliance Form.

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

* * * * *

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

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

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

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

LABORERS

Group GL1

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

Group GL2

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

Group GL3

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

Group GL5

Carpenter; Form Builder

Group GL6

Concrete Finisher; Grade Checker

POWER EQUIPMENT OPERATORS

Group G01

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

Group G02

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

Group G03

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

Group G04

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

Group G05

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

TRUCK DRIVERS

Group GT1

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

Group GT2

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

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

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

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

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

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

ELECTRICIANS

Group E01

Electrician

IRON WORKERS

Group I01

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

Group I02

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

PAINTERS

Group P01

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

Group P02

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

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

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

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

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

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

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

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

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION FOR
INDIAN EMPLOYMENT AND CONTRACTING ON THE
STANDING ROCK RESERVATION**

**PROJECT NO. P 0030(00); PCN 0A6F
CAMPBELL, CORSON, DEWEY, HAAKON, HUGHES, JACKSON, LYMAN, POTTER,
STANLEY, SULLY, WALWORTH & ZIEBACH COUNTIES
JULY 27, 2026**

PURPOSE

The purpose of the Indian Employment and Contracting Special Provision is to establish the specifications for Indian preference and the responsibilities of contractor and subcontractors for this project.

A portion of this project is located within the exterior boundaries of the Standing Rock Reservation.

Title 23 United States Code (USC), Section 140(d), recognizes and permits the preferential employment of Indians living on or near a reservation on projects and contracts on Indian reservations roads. The State of South Dakota and the Department of Transportation, consistent with the intent of Section 140(d), affirms its policy to encourage employment of minorities.

DEFINITIONS

For the purposes of this Special Provision, the following definitions will apply:

- A. **Indian:** An enrolled member of a federally recognized Indian tribe.
- B. **Qualified Indian Applicant** is defined as one or more of the following:
 - 1) Applicants approved by the contractor based on job performance on other jobs.
 - 2) Applicants who have demonstrated or are presently demonstrating their work qualifications during a probationary work period on this project.
 - 3) Applicants certified by local referral agencies, including Tribal TERO offices, as having adequate skills and training necessary to perform the duties of the position.
- C. **Core Crew Employee:** A contractor's or subcontractor's core crew is composed of full time employed individuals necessary to satisfy his/her reasonable needs for supervisory or specially experienced personnel to assure an efficient execution of the contract work. Any Indian already employed by a contractor will be included in the core crew, regardless of job function, to avoid the unintended results of having a contractor lay-off or terminate an Indian employee to hire another under this provision.

- D. **Pre-Employment Standards:** Directly related job standards of fitness and ability which indicate that with a reasonable amount of job training a person would be capable of satisfactorily performing an entry level position as well as jobs at a higher level which, with a reasonable amount of training, are normally filled by progression from an entry-level position. This applies to those persons who, at the time of application for employment, are not fully qualified for the available job but have general potential of becoming qualified through a reasonable amount of training.

DEPARTMENT RESPONSIBILITIES

The Department (Civil Rights Office or Area Office):

- A. Will monitor contractor and subcontractors for compliance with the requirements of this special provision and will perform necessary reviews of contractors and subcontractors to ensure compliance with the special provision.
- B. Will assist the contractor and subcontractor with any disputes with the TERO Office or other Tribal entity.
- C. Will establish on-the-job training opportunities as specified in the On-the-Job Training Special Provision.
- D. Will provide notification to the TERO Office of the name of the successful low bidder.
- E. Will provide notification to the successful low bidder regarding the TERO requirements.
- F. Will invite a representative of the TERO Office to attend the preconstruction meeting and provide a copy of the preconstruction meeting minutes to the TERO Office.
- G. Will not allow a contractor or subcontractor to commence work until the contractor's or subcontractor's compliance plan has been approved and the Department's Area Office has received a copy of the approved compliance plan or verbal or written notification of approval by the TERO Office

CONTRACTOR RESPONSIBILITIES

- A. The contractor and subcontractor will give preference in employment opportunities under this contract to qualified Indian applicants who can perform the work required regardless of race, color, creed, age, sex, religion, national origin, disability, or tribal affiliation to the extent set out in the paragraphs below.
- B. The contractor and subcontractor will not use pre-employment standards, qualifications, criteria, or other personnel requirements as barriers to Indian employment except when such criteria or standards are required by business necessity. The contractor and subcontractor have the burden of showing that such criteria or standards are required by business necessity.

- C. The contractor agrees that Indians will be given preference for at least seventy percent (70%) of the skilled labor force and one hundred percent (100%) of the general laborers of project work force, as described in the Davis-Bacon Act Wage Decisions, Heavy-Highway scale, provided that sufficient qualified Indian applicants are available. The phrase "work force" will not include "core crew employees".
- D. The contractor and subcontractor are required to complete a compliance plan and submit the compliance plan to the TERO Office at least two (2) weeks prior to beginning work. Prior to commencing work, contractors and subcontractors must contact the Standing Rock Sioux Tribe TERO Office concerning an identified core crew, project work force needs, and (sub)contractor/TERO interface. No contractor or subcontractor will begin work until the compliance plan has been approved by the TERO Office. The contractor and any subcontractor must submit a copy of the approved compliance plan to the Department's Area Office prior to commencing work unless arrangements are made for the TERO office to provide the copy of the compliance plan directly to the Department's Area Office. In lieu of a copy of the approved compliance plan, the Department's Area Office may seek approval directly from the TERO Office.
- E. The contractor will provide the TERO Director at least forty-eight (48) hours' notice to locate and refer a qualified Indian applicant for any vacancy or new position except when circumstances require the position be filled within a shorter period of time. If the TERO Office is unable to fill the vacancy, the contractor and subcontractor may recruit and hire workers from whatever sources are available and by whatever process, provided that the contractor and subcontractor notifies the TERO Office of any job vacancies, positions, or any negotiated positions.
- F. The contractor and subcontractor will provide for maintenance of records and be prepared to furnish such periodic reports documenting compliance under this Special Provision as the Department determines necessary. The contractor and subcontractor will submit the following information on a weekly basis to the Tribal TERO Office:
 - 1. Weekly TERO Employment Report which includes the following data (forms for the weekly TERO Employment Report available from the TERO Office):
 - a) Wage and hour reports
 - b) New hires or terminations, and disciplinary action taken
 - c) Promotions
 - 2. One copy of the official payroll (as submitted to the Department of Transportation).
 - a) Core crew employees will be identified with a letter "C" beside the employee name.
 - b) Employees referred through the Standing Rock Sioux Tribe TERO Office or other Indian employees hired locally will be identified with a letter "T" beside the employee name.
- G. The contractor and subcontractor agree that all qualified Indian employees will be adequately trained for the position for which they are hired. The contractor and subcontractor will evaluate and pay all Indian employees in accordance with current company policies and contract provisions.

- H. Nothing in this Special Provision will be construed to interfere with the contractor's ability to dismiss any employee for cause including, but not limited to, lack of adequate skills or training, inability to perform by virtue of state or federal law, or breach of the contractor's standards of conduct.

OTHER PROVISIONS

This Special Provision supplements but does not replace the existing equal employment opportunity and disadvantaged business enterprise requirements, which may be included in this Agreement.

The Tribal TERO Office will maintain a Job Skills Bank, listing available Indians by job classification based on skill level as indicated on their TERO application. The contractor and subcontractors agree to utilize the Tribal TERO Office to locate qualified applicants.

The contractor is authorized to include in the bid an amount necessary to cover the two percent (2%) employment rights fee, which is applicable to this project, based on the portion of the project which is located within the boundaries of the Standing Rock Reservation. The Department has determined that twenty-five and six-tenths percent (25.6%) of the project is within those boundaries; therefore, the contractor is authorized to include a TERO fee amount based on 25.6% of the total contract dollar amount.

The contractor is also authorized to include in the bid an amount necessary to cover the Tribe's approved Training Program fee. This Training Program fee is one-half of one percent (0.5%) and based on the portion of the project which is located within the boundaries of the Standing Rock Reservation. The Department has determined that twenty-five and six-tenths percent (25.6%) of the project is within those boundaries; therefore, the contractor is authorized to include a Tribal Training Program fee amount based on 25.6% of the total contract dollar amount. Contact the Tribal TERO Office for complete details at 701-854-7295.

The Department acknowledges that the Standing Rock Sioux Tribe issues a business license to contractors working on projects within the exterior boundaries of the Standing Rock Reservation. For further information contact the Tribal Tax Department at 701-854-7340.

For informational purposes, the Standing Rock Sioux Tribe has assessed a fee for water taken from trust lands, tribal-owned lands, or deeded lands owned by members of the Standing Rock Sioux Tribe. If fees are assessed on this project, the Contractor will pay the fee directly to the Standing Rock Sioux Tribe. The Tribe will not assess any fees for water taken from deeded land owned by non-members of the Standing Rock Sioux Tribe. The contractor will negotiate any fees for water taken from deeded lands owned by non-members of the Tribe directly with the landowner. All fees will be incidental to the applicable unit prices as indicated in the Special Provision for Price Schedule for Miscellaneous Items. For more information regarding fees assessed by the Tribe, contact the Water Resources Department, Standing Rock Sioux Tribe at 701-854-7214.

The Standing Rock Sioux Tribe Environmental Quality Commission has directed that a permit fee of one percent (1%) based on the contract amount be imposed on all prime contractors for waste removal and disposal on the Standing Rock Reservation. This permit fee is only applicable for the amount of the project located within the reservation boundaries and not for the full contract

amount. The contractor is authorized to include in the bid an amount necessary to cover the one percent (1%) environmental quality permit fee which is applicable to this project, based on the portion of the project which is located within the boundaries of the Standing Rock Reservation. The Department has determined that twenty-five and six tenths percent (25.6%) of the project is within those boundaries; therefore, the contractor is authorized to include a permit fee amount based on 25.6% of the total contract dollar amount. Contact the Tribal Environmental Quality Support Services offices at 701-854-3823.

The Standing Rock Sioux Tribe has an Indian Preference Subcontracting goal, which has been established at the same level as the Department's DBE goal for this project and is concurrent with the Department's DBE goal. The Tribe recognizes that FHWA policy does not permit the Department to extend Indian preference in subcontracting for this project and is satisfied the Department and the contractor will seek qualified and DBE-certified Indian firms for this project. The contractor will make every reasonable effort to inform certified Indian DBE firms of the subcontracting opportunities of the project and to solicit bids from such firms. Contact the Tribal TERO Office at 701-854-7295 or the Department's Civil Rights Office at 605-773-3540 for assistance.

ENFORCEMENT

The contractor and all subcontractors are made aware that this Special Provision is made part of the contract requirements, and that the Department of Transportation will monitor and enforce these provisions in a manner similar to other special provisions, as outlined in Division I, General Provisions of the Standard Specifications for Roads and Bridges.

For all highway construction contracts, and for all highway maintenance contracts where the majority of the project is within the exterior boundaries of the Standing Rock Reservation, this Special Provision will apply to the entire contract and not just the portion of the project located within the reservation boundaries, except that any TERO fee and Training Program fee will be based only on the portion of the project located within the reservation boundaries. For highway maintenance contracts where the majority of the project is outside the exterior boundaries of the Standing Rock Reservation, this Special Provision will only apply to that portion of the project located within the reservation boundaries. Maintenance refers to work intended to preserve a highway's condition or function. Maintenance includes but is not limited to crack sealing, chip sealing, surface repairs, sign installation, pavement markings, and roadway lighting.

It is the intent of all parties that this Special Provision be implemented on a cooperative basis without regard to jurisdictional issues. It is agreed that nothing in this Special Provision will prevent the Tribe, the Department, or any contractor from instituting any litigation pertaining to any jurisdictional issue with regard to the employment rights code or any other matter.

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION FOR
INDIAN EMPLOYMENT AND CONTRACTING ON THE
CHEYENNE RIVER RESERVATION**

**PROJECT P 0030(00); PCN 0A6F
CAMPBELL, CORSON, DEWEY, HAAKON, HUGHES, JACKSON, LYMAN,
POTTER, STANLEY, SULLY, WALWORTH & ZIEBACH COUNTIES
JULY 27, 2026**

PURPOSE

The purpose of the Indian Employment and Contracting Special Provision is to establish the specifications for Indian preference and the responsibilities of contractor and subcontractors for this project.

A portion of this project is located within the exterior boundaries of the Cheyenne River Reservation.

Title 23 United States Code (USC), Section 140(d), recognizes and permits the preferential employment of Indians living on or near a reservation on projects and contracts on Indian reservations roads. The State of South Dakota and the Department of Transportation, consistent with the intent of Section 140(d), affirms that it is their policy to encourage employment of minorities.

DEFINITIONS

For the purposes of this Special Provision, the following definitions will apply:

- A. **Indian:** An enrolled member of a federally recognized Indian tribe.
- B. **Qualified Indian Applicant** is defined as one or more of the following:
 - 1) Applicants approved by the contractor based on job performance on other jobs.
 - 2) Applicants who have demonstrated or are presently demonstrating their work qualifications during a probationary work period on this project.
 - 3) Applicants certified by local referral agencies, including Tribal TERO offices, as having adequate skills and training necessary to perform the duties of the position.
- C. **Core Crew Employee:** A contractor's or subcontractor's core crew is composed of full time employed individuals necessary to satisfy his/her reasonable needs for supervisory or specially experienced personnel to assure an efficient execution of the contract work. Any Indian already employed by a contractor will be included in the core crew, regardless of job function, to avoid the unintended results of having a contractor lay-off or terminate an Indian employee to hire another under this provision.

- D. **Pre-Employment Standards:** Directly related job standards of fitness and ability which indicate that with a reasonable amount of job training a person would be capable of satisfactorily performing an entry level position as well as jobs at a higher level which, with a reasonable amount of training, are normally filled by progression from an entry-level position. This applies to those persons who, at the time of application for employment, are not fully qualified for the available job but have general potential of becoming qualified through a reasonable amount of training.

DEPARTMENT RESPONSIBILITIES

The Department (Civil Rights Office or Area Office):

- A. Will monitor contractor and subcontractors for compliance with the requirements of this special provision and will perform necessary reviews of contractors and subcontractors to ensure compliance with the Special Provision.
- B. Will assist the contractor and subcontractor with any disputes with the TERO Office or other Tribal entity.
- C. Will establish on-the-job training opportunities as specified in the On-the-Job Training Special Provision.
- D. Will provide notification to the TERO Office of the name of the successful low bidder.
- E. Will provide notification to the successful low bidder regarding the TERO requirements.
- F. Will invite a representative of the TERO Office to attend the preconstruction meeting and provide a copy of the preconstruction meeting minutes to the TERO Office.
- G. Will not allow a contractor or subcontractor to commence work until the contractor's or subcontractor's compliance plan has been approved and the Department's Area Office has received a copy of the approved compliance plan or verbal or written notification of approval by the TERO Office

CONTRACTOR RESPONSIBILITIES

- A. The contractor and subcontractor will give preference in employment opportunities under this Agreement to qualified Indian applicants who can perform the work required regardless of race, color, creed, age, sex, religion, national origin, disability, or tribal affiliation to the extent set out in the paragraphs below.
- B. The contractor and subcontractor will not use pre-employment standards, qualifications, criteria, or other personnel requirements as barriers to Indian employment except when such criteria or standards are required by business necessity. The contractor and subcontractor have the burden of showing that such criteria or standards are required by business necessity.

- C. The contractor and subcontractor agree that Indians will be given preference for at least eighty percent (80%) of the project work force provided that sufficient qualified Indian applicants are available. The phrase "work force" will not include "core crew employees".
- D. The contractor, subcontractor, and supplier are required to complete a compliance plan and submit the compliance plan to the TERO Office at least two (2) weeks prior to beginning work. Prior to commencing work, contractors and subcontractors must contact the Cheyenne River Sioux Tribe TERO Office concerning an identified core crew, project work force needs, and (sub)contractor/TERO interface. No contractor, subcontractor, or supplier will begin work until the compliance plan has been approved by the TERO Office. The contractor, any subcontractor, and any supplier must submit a copy of the approved compliance plan to the Department's Area Office prior to commencing work unless arrangements are made for the TERO Office to provide the copy of the compliance plan directly to the Department's Area Office. In lieu of a copy of the approved compliance plan, the Department's Area Office may seek approval directly from the TERO Office.
- E. The contractor will provide the TERO Director at least forty-eight hours' notice to locate and refer a qualified Indian applicant for any vacancy or new position except when circumstances require the position be filled within a shorter period of time. If the TERO Office is unable to fill the vacancy, the contractor and subcontractor may recruit and hire workers from whatever sources are available and by whatever process, provided that the contractor and subcontractor notifies the TERO Office of any job vacancies, positions, or any negotiated positions.
- F. The contractor and subcontractor will provide for maintenance of records and be prepared to furnish such periodic reports documenting compliance under this Special Provision as the Department determines necessary. The contractor and subcontractor will submit the following information on a weekly basis to the Tribal TERO Office:
 - 1. One copy of the official payroll (as submitted to the Department of Transportation).
 - 2. TERO Weekly Employment Report (forms for the weekly TERO Employment Report available from the TERO Office)
 - 3. The weekly report and copy of the certified payroll will include company's core crew.
- G. The contractor and subcontractor agree that all qualified Indian employees will be adequately trained for the position for which they are hired. The contractor and subcontractor will evaluate and pay all Indian employees in accordance with current company policies and contract provisions.
- H. Nothing in this Special Provision will be construed to interfere with the contractor's ability to dismiss any employee for cause including, but not limited to, lack of adequate skills or training, inability to perform by virtue of state or federal law, or breach of the contractor's standards of conduct.

OTHER PROVISIONS

This Special Provision supplements but does not replace the existing equal employment opportunity and disadvantaged business enterprise requirements, which may be included in this Agreement.

The Tribal TERO Office will maintain a Job Skills Bank, listing available Indians by job classification based on skill level as indicated on their TERO application. The contractor and all subcontractors agree to utilize the Tribal TERO Office to locate qualified applicants.

The contractor is authorized to include in the bid an amount necessary to cover the four percent (4%) employment rights fee, which is applicable to this project, based on the portion of the project located within the boundaries of the Cheyenne River Reservation. The Department has determined that seventeen and one-tenth percent (17.1%) of the project is within those boundaries; therefore the contractor is authorized to include a TERO fee amount based on 17.1% of the total contract dollar amount.

The Cheyenne River Sioux Tribe has a United States Department of Labor, Bureau of Apprenticeship Training approved training program (apprenticeship program) for operating engineers. Under the provision of this apprenticeship program, the Tribal TERO Office may assign one or more apprentices to the contractor for training on this project. The TERO Office will provide employers with information regarding such training including the name, training status, and wage level of each apprentice assigned. The contractor is authorized to include in the contractor's bid an amount necessary to cover the apprenticeship training fee, which is a component of this apprenticeship program. The apprenticeship training fee is one-half of one percent (0.5 of 1%) of the total bid amount, based on the portion of the project which is located within the boundaries of the Cheyenne River Reservation. The Department has determined that seventeen and one-tenth percent (17.1%) of the project is within those boundaries; therefore the contractor is authorized to include a training fee amount based on 17.1% of the total contract dollar amount. Contact the Tribal TERO Office for complete details at 605-964-8376.

The Cheyenne River Sioux Tribe has an Indian Preference Subcontracting goal, which has been established at the same level as the Department's DBE goal for this project and is concurrent with the Department's DBE goal. The Tribe recognizes that FHWA policy does not permit the Department to extend Indian preference in subcontracting for this project and is satisfied the Department and the contractor will seek qualified and DBE-certified Indian firms for this project. The contractor will make every reasonable effort to inform certified Indian DBE firms of the subcontracting opportunities of the project and to solicit bids from such firms. Contact the Tribal TERO Office at 605-964-8376 or the Department Civil Rights Office at 605-773-3540 for assistance.

The Department acknowledges that the Cheyenne River Sioux Tribe issues a business license to contractors working on projects within the exterior boundaries of the Cheyenne River Reservation. For further information contact the Tribal TERO Office at 605-964-8376.

ENFORCEMENT

The contractor and all subcontractors are made aware that this Special Provision is made part of the contract requirements, and that the Department of Transportation will monitor and enforce these provisions in a manner similar to other special provisions, as outlined in Division I, General Provisions of the Standard Specifications for Roads and Bridges.

For all highway construction contracts, and for all highway maintenance contracts where the majority of the project is within the exterior boundaries of the Cheyenne River Reservation, this Special Provision will apply to the entire contract and not just the portion of the project located within the reservation boundaries, except that any TERO fee and Training Program fee will be based only on the portion of the project located within the reservation boundaries. For highway maintenance contracts where the majority of the project is outside the exterior boundaries of the Cheyenne River Reservation, this Special Provision will only apply to that portion of the project located within the reservation boundaries. Maintenance refers to work intended to preserve a highway's condition or function. Maintenance includes but is not limited to crack sealing, chip sealing, surface repairs, sign installation, pavement markings, and roadway lighting.

It is the intent of the contractor, the Department, and the Tribe that this Special Provision be implemented on a cooperative basis without regard to jurisdictional issues such as venue and choice of law. The Department and the Tribe will encourage informal resolutions of problems prior to instituting litigation against a contractor or subcontractor. Nothing will prevent the Tribe or the Department from instituting any litigation against a contractor or subcontractor with regard to the business licensing code, the employment rights code, or any other matter. This Agreement is not intended to be, does not constitute, and will not be construed as a waiver of sovereign immunity by the Tribe or the Department. The Tribe and the Department expressly preserve their sovereign immunity from suit against each other and by all contractors, subcontractors, and other parties.

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION FOR
INDIAN EMPLOYMENT AND CONTRACTING ON THE
LOWER BRULE RESERVATION**

**PROJECT NO. P 0030(00); PCN 0A6F
CAMPBELL, CORSON, DEWEY, HAAKON, HUGHES, JACKSON, LYMAN, POTTER,
STANLEY, SULLY, WALWORTH & ZIEBACH COUNTIES
JULY 27, 2026**

PURPOSE

The purpose of the Indian Employment and Contracting Special Provision is to establish the specifications for Indian preference and the responsibilities of contractor and subcontractors for this project.

A portion of this project is located within the exterior boundaries of the Lower Brule Reservation.

Title 23 United States Code (USC), Section 140(d), recognizes and permits the preferential employment of Indians living on or near a reservation on projects and contracts on Indian reservations roads. The State of South Dakota and the Department of Transportation, consistent with the intent of Section 140(d), affirms that it is their policy to encourage employment of minorities.

DEFINITIONS

For the purposes of this Special Provision, the following definitions will apply:

- A. **Indian:** An enrolled member of a federally recognized Indian tribe.
- B. **Qualified Indian Applicant** is defined as one or more of the following:
 - 1) Applicants approved by the contractor based on job performance on other jobs.
 - 2) Applicants who have demonstrated or are presently demonstrating their work qualifications during a probationary work period on this project.
 - 3) Applicants certified by local referral agencies, including Tribal TERO offices, as having adequate skills and training necessary to perform the duties of the position.
- C. **Core Crew Employee:** A contractor's or subcontractor's core crew is composed of full time employed individuals necessary to satisfy his/her reasonable needs for supervisory or specially experienced personnel to assure an efficient execution of the contract work. Any Indian already employed by a contractor will be included in the core crew, regardless of job function, to avoid the unintended results of having a contractor lay-off or terminate an Indian employee to hire another under this provision.

- D. **Pre-Employment Standards:** Directly related job standards of fitness and ability which indicate that with a reasonable amount of job training a person would be capable of satisfactorily performing an entry level position as well as jobs at a higher level which, with a reasonable amount of training, are normally filled by progression from an entry-level position. This applies to those persons who, at the time of application for employment, are not fully qualified for the available jobs but have general potential of becoming qualified through a reasonable amount of training.

DEPARTMENT RESPONSIBILITIES

The Department (Civil Rights Office or Area Office):

- A. Will monitor contractor and subcontractors for compliance with the requirements of this special provision and will perform necessary reviews of contractors and subcontractors to ensure compliance with the Special Provision.
- B. Will assist the contractor and subcontractor with any disputes with the TERO Office or other Tribal entity.
- C. Will establish on-the-job training opportunities as specified in the On-the-Job Training Special Provision.
- D. Will provide notification to the TERO office of the name of the successful low bidder.
- E. Will provide notification to the successful low bidder regarding the TERO requirements.
- F. Will invite a representative of the TERO office to attend the preconstruction meeting and provide a copy of the preconstruction meeting minutes to the TERO office.
- G. Will not allow a contractor or subcontractor to commence work until the contractor's or subcontractor's compliance plan has been approved and the Department's Area Office has received a copy of the approved compliance plan or verbal or written notification of approval by the TERO Office.

CONTRACTOR RESPONSIBILITIES

- A. The contractor and subcontractor will give preference in employment opportunities under this Agreement to qualified Indian applicants who can perform the work required regardless of race, color, creed, age, sex, religion, national origin, disability, or tribal affiliation to the extent set out in the paragraphs below.
- B. The contractor and subcontractor will not use pre-employment standards, qualifications, criteria, or other personnel requirements as barriers to Indian employment except when such criteria or standards are required by business necessity. The contractor and subcontractor have the burden of showing that such criteria or standards are required by business necessity.
- C. The contractor agrees that Indians will be given preference for at least seventy percent (70%) of the project work force provided that sufficient qualified Indian applicants are available. The phrase "work force" will not include "core crew employees".

- D. The contractor and subcontractor are required to complete a compliance plan and submit the compliance plan to the TERO office at least two (2) weeks prior to beginning work. Prior to commencing work, contractors and subcontractors are expected to contact the Lower Brule Sioux Tribe TERO office concerning an identified core crew, project work force needs, and (sub)contractor/TERO interface. No contractor or subcontractor will begin work until the compliance plan has been approved by the TERO office. The contractor and any subcontractor must submit a copy of the approved compliance plan to the Department's Area Office prior to commencing work unless arrangements are made for the TERO office to provide the copy of the compliance plan directly to the Department's Area Office. In lieu of a copy of the approved compliance plan, the Department's Area Office may seek approval directly from the TERO Office.
- E. The contractor will provide the TERO Director at least forty-eight (48) hours' notice to locate and refer a qualified Indian applicant for any vacancy or new position except when circumstances require that the position be filled within a shorter period of time. If the TERO Office is unable to fill a vacancy, the contractor and subcontractor may recruit and hire workers from whatever sources are available and by whatever process, provided that the contractor and subcontractor notifies the TERO Office of any job vacancies, positions, or any negotiated positions.
- F. The contractor and subcontractor will provide for maintenance of records and be prepared to furnish such periodic reports documenting compliance under this Special Provision as the Department determines necessary. The contractor and subcontractor will submit the following information on a weekly basis to the Tribal TERO Office:
- 1) Weekly TERO Employment Report which includes the following data (forms for the weekly TERO Employment Report available from the TERO Office):
 - a) Wage and hour reports
 - b) Personnel actions which includes new hires, promotions, terminations, and disciplinary actions
 - 2) Copies of official payrolls.
- G. The contractor and subcontractor agree that all qualified Indian employees will be adequately trained for the position for which they are hired. The contractor and subcontractor will evaluate and pay all Indian employees in accordance with current company policies, TERO policies, and contract provisions.
- H. Nothing in this Special Provision will be construed to interfere with the contractor's ability to dismiss any employee for cause including, but not limited to, lack of adequate skills or training, inability to perform by virtue of state or federal law, or breach of the contractor's standards of conduct.

OTHER PROVISIONS

This Special Provision supplements but does not replace the existing equal employment opportunity and disadvantaged business enterprise requirements, which may be included in this Agreement.

The Tribal TERO Office will maintain a Job Skills Bank, listing available Indians by job classification based on skill level as indicated on their TERO application. The contractor and subcontractors agree to utilize the Tribal TERO Office to locate qualified applicants.

The contractor is authorized to include in the bid an amount necessary to cover the three percent (3%) employment rights fee, which is applicable to this project, based on the portion of the project which is located within the boundaries of the Lower Brule Reservation. The Department has determined that two and four-tenths percent (2.4%) of the project is within those boundaries; therefore the contractor is authorized to include a TERO fee amount based on 2.4% of the total contract dollar amount.

The contractor is also authorized to include in the bid an amount necessary to cover a Tribal Training Fee. This Tribal Training Fee is one-half of one percent (0.5%) and based on the portion of the project which is located within the boundaries of the Lower Brule Reservation. The Department has determined that two and four-tenths percent (2.4%) of the project is within those boundaries; therefore the contractor is authorized to include a Tribal Training Fee amount based on 2.4% of the total contract dollar amount. Contact the Tribal TERO Office for complete details at 605-473-5312 or 605-473-5561.

The Lower Brule Sioux Tribe has an Indian Preference Subcontracting goal, which has been established at the same level as the Department's DBE goal for this project and is concurrent with the Department's DBE goal. The Tribe recognizes that FHWA policy does not permit the Department to extend Indian preference in subcontracting for this project and is satisfied the Department and the contractor will seek qualified and DBE-certified Indian firms for this project. The contractor will make every reasonable effort to inform certified Indian DBE firms of the subcontracting opportunities of the project and to solicit bids from such firms. Contact the Tribal TERO Office at 605-473-5312 or 605-747-5561 or the Department's Civil Rights Office at 605-773-3540 for assistance.

ENFORCEMENT

The contractor and all subcontractors are made aware that this Special Provision is made part of the contract requirements, and that the Department of Transportation will monitor and enforce these provisions in a manner similar to other special provisions, as outlined in Division I, General Provisions of the Standard Specifications for Roads and Bridges.

For all highway maintenance contracts where the majority of the project is within the exterior boundaries of the Lower Brule Reservation, this Special Provision will apply to the entire contract and not just the portion of the project located within the reservation boundaries, except that any TERO fee and Training Program fee will be based only on the portion of the project located within the reservation boundaries. For highway maintenance contracts where the majority of the project is outside the exterior boundaries of the Lower Brule Reservation, this Special Provision will only apply to that portion of the project located within the reservation boundaries. Maintenance refers

to work intended to preserve a highway's condition or function. Maintenance includes but is not limited to crack sealing, chip sealing, surface repairs, sign installation, pavement markings, and roadway lighting.

It is the intent of all parties that this Special Provision be implemented on a cooperative basis without regard to jurisdictional issues. It is agreed that nothing in this Special Provision will prevent the Tribe, the Department, or any contractor from instituting any litigation pertaining to any jurisdictional issue with regard to the employment rights code or any other matter.
