DEPARTMENT OF TRANSPORTATION

Division of Operations
Mitchell Region Design Office
Better Lives Through Better Transportation
1300 S Ohlman St - PO Box 1206, Mitchell, SD 57301
Phone: 605-995-8129 | Fax: 605-995-8135
dot.sd.gov

November 19, 2026

June Hansen
Civil Rights Officer
Department of Transportation
700 Broadway Avenue East
Pierre, South Dakota 57501

RE: NH 0042(80)371, Minnehaha County - PCN 0ANU
Prepurchase MSE Panels for use on
SD42-Fm Willow Run Ent to SD11

June,

Enclosed are a Contract Proposal and Plans for the above referenced project that is being let to contract in the Mitchell Region on December 10, 2026.

If you know of any interested Contractors, please advise us.

Very truly yours,

DEPARTMENT OF TRANSPORTATION
Travis Dressen, Region Engineer

_____
Glenn Walz, Region Design Team Lead

cc: Bennett – Construction and Maintenance
Duchene – Region Design (SF)
Malde – Region Design (Mit)
Johnston/Pfaff/Henderson/Thompson – Sioux Falls Area

NOTICE TO CONTRACTORS

DEPARTMENT OF TRANSPORTATION

Division of Operations
Mitchell Region Design Office
Better Lives Through Better Transportation
1300 S Ohlman St - PO Box 1206, Mitchell, SD 57301
Phone: 605-995-8129 | Fax: 605-995-8135
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November 19, 2026

TO: Interested Bidders

RE: NH 0042(80)371, Minnehaha County - PCN 0ANU
Prepurchase MSE Panels for use on
SD42-Fm Willow Run Ent to SD11

The South Dakota Department of Transportation (SDDOT) desires to solicit bids for Prepurchase Mechanically Stabilized Earth (MSE) Panels for use on SD42 from Willow Run Entrance to SD11. Refer to the proposal and plans (in the link below) for location and details of the work to be done.

A Contract Proposal (DOT 123) form and a Contractor's Affidavit/Declaration form are enclosed for submission of your bid. Be sure to have the forms signed and notarized as indicated on the forms. FAX bids will not be accepted.

Specifications for this contract will be Standard Specifications for Roads and Bridges, 10-7-26 Version, Required Provisions, and Special Provisions as included in the Proposal. The Standard Specifications for Roads and Bridges may be obtained at https://dot.sd.gov/doing-business/contractors/standard-specifications

A construction schedule is not required for this contract.

The DBE goal for this project is: Not Specified. (DBE goal not currently in use)

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.

Prequalification of bidders is not required on this contract.

The successful bidder will need to submit the DOT-208 Fuel Adjustment Affidavit (Attachment A) prior to the contract being awarded; therefore, all bidders are encouraged to submit the Fuel Adjustment Affidavit prior to or at the time of bidding.

If you submit a bid for this project, a bid bond, certified check, cashier's check, or bank draft will be required for NOT LESS THAN FIVE (5) PERCENT OF THE TOTAL AMOUNT OF THE BID. If an electronic bid bond is used, the Contractor is required to submit the bid bond identification number with the bid. Except for the lowest bidder on the project, all guarantees will be returned immediately following the receipt and checking of all bids.

The successful bidder will furnish a performance bond in a sum equal to the full amount of the contract, prior to contract award. Therefore, please provide the performance bond as soon as possible after letting. The performance bond will not be returned for one (1) year after the completion of the project.

A Certificate of Insurance will be required from the successful bidder prior to beginning work.

Sealed bids will be received by the SDDOT through the US Postal Service at PO Box 1206 until 8:00 A.M. on Thursday, December 10, 2026 or may be hand delivered (in person or by a package delivery service) to the Department of Transportation, Mitchell Regional Office located at 1300 S Ohlman St, Mitchell, SD 57301 until 1:30 P.M. on Thursday, December 10, 2026. Bid must be submitted in an envelope clearly indicating that the contents are a bid and the letting for which the bid applies.

If hand delivering, address the envelope to:
Glenn Walz, Region Design Team Lead
Department of Transportation
1300 S Ohlman St
Mitchell, SD 57301

If using the US Postal Service, address the envelope to:
Glenn Walz, Region Design Team Lead
Department of Transportation
PO Box 1206
Mitchell, SD 57301

Proposal and Plans (and Addenda, when applicable) can be accessed at the following link: https://apps.sd.gov/HC65BidLetting/RegionDefault.aspx Prior to submitting a bid, it is the bidder's responsibility to examine the project in accordance with Section 2.5 of the specifications. It is also the bidder's responsibility to acknowledge and account for any addenda issued prior to bid opening.

Questions regarding the plans and/or proposal should be directed to:
Harry Johnston, Jared Pfaff or Kirk Henderson at 605-367-5680
Becky Hoffman at 605-773-8386
or Glenn Walz at 605-995-3304.

The SDDOT reserves the right to reject any or all bids.

Please verify that all required information is complete prior to mailing bid documents.

Very truly yours,

DEPARTMENT OF TRANSPORTATION
Travis Dressen, Region Engineer

_____
Glenn Walz, Region Design Team Lead

cc: Bennett – Construction and Maintenance
B. Hoffman – Bid Letting
R. Johnson/Paul/Kruger – Operations Support
Hudecek – Certification
Hansen – Civil Rights
Reiss – Planning & Programs
S. Johnson/Wellner/Simmermon – Bridge
Duchene – Region Design (SF)
Malde – Region Design (Mit)
Johnston/Pfaff/Henderson/Thompson – Sioux Falls Area
Weisz – Operations
Larson/Litka/Alkurtar/T. Schnabel – Bridge Maintenance
Horstman – Materials

SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION

CONTRACT PROPOSAL

CODE	PROJECT PRE	PROJECT ROUTE	PROJECT AGR	MAINT UNIT	CONTROL REFERENCE	AFE	FUNCTION	BEGIN MRM	END MRM
	NH	0042	80		371	0ANU			

CITY AND/OR COUNTY: Minnehaha County **BUDGET SOURCE:** Construction Program

REGION MATERIALS CERTIFICATION REQUIRED: ☑ YES ☐ NO **WIP #:**
CERTIFIED INSPECTORS/TESTERS REQUIRED: ☑ YES ☐ NO
TO BE INSTALLED ON CM&P: ☑ YES ☐ NO

TYPE, PURPOSE AND LOCATION OF WORK: Prepurchase MSE Panels for use on SD42-Fm Willow Run Ent to SD11

ESTIMATE OF QUANTITIES AND COST

BID ITEM NUMBER	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
530E0420	MSE Large Panel Wall, Furnish	20350	SqFt		
				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 May 17, 2027
SUBSCRIBED AND SWORN TO BEFORE ME THE _____ **DAY OF** _____, 20__
NOTARY _____
My Commission Expires:

DATE _____ _____ **(SEAL)**

PROPOSED START DATE _____
SIGNATURE _____
PRINTED NAME _____
COMPANY _____
STR. ADDRESS _____
CITY, STATE, ZIP _____
PHONE NUMBER _____
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**

BIDDER MUST EXECUTE THE FOLLOWING:

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION

CONTRACTOR'S AFFIDAVIT / DECLARATION

PROJECT: NH 0042(80)371 **PCN** 0ANU

COUNTY: MINNEHAHA

_____ (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)

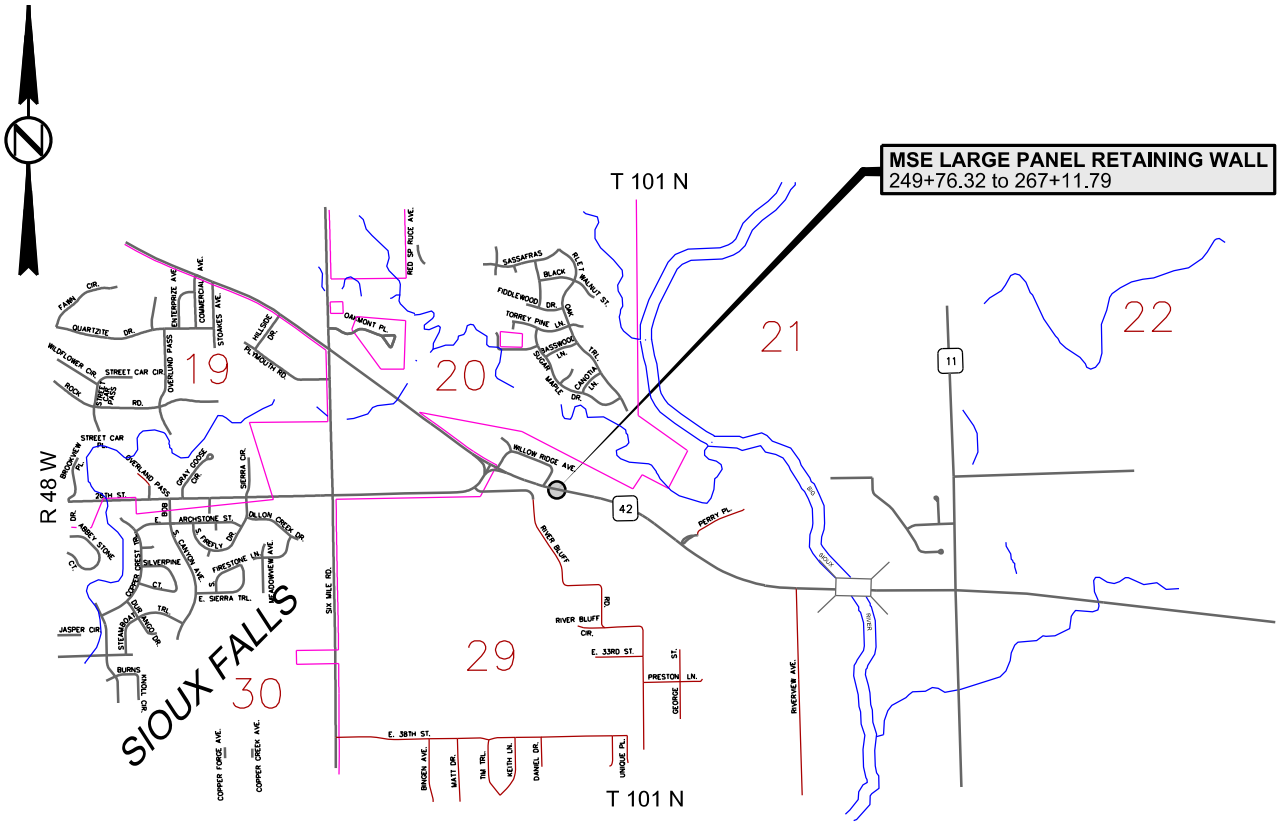
By _____

Title _____

SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
MITCHELL REGION

PROPOSAL FOR

NH 0042(80)371
MINNEHAHA COUNTY
PREPURCHASE OF MSE PANELS
PCN 0ANU



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.

* * * *

CERTIFICATION REGARDING LOBBYING

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

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

REV. 10/27/26

INDEX OF SPECIAL PROVISIONS

PROJECT: NH 0042(80)371 **PCN** 0ANU

COUNTY: MINNEHAHA

TYPE OF WORK: PREPURCHASE MSE PANELS

THE FOLLOWING ITEMS ARE INCLUDED IN THIS PROPOSAL FORM:

Special Provision for Contract Time, dated 11/16/26.

Special Provision for Mechanically Stabilized Earth Walls, dated 11/17/26.

Special Provision for Aggregates for Granular Bases and Surfacing, dated 10/26/26.
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 Equal Employment Opportunity Requirements for Highway Construction Contracts, dated 10/7/26.
Special Provision for Contract Provisions for Federal-Aid Construction Contracts, Form FHWA 1273 (Rev. June 25, 2026) dated 10/7/26.
Contract Provisions for Federal-Aid Construction Contracts, Form FHWA 1273 (Rev. 6/25/26).
Special Provision Regarding Minimum Wage on Federal-Aid Projects, dated 10/24/19.
Wage and Hour Division US Department of Labor Washington DC.
- US Dept. of Labor Decision Number SD20260001, dated 1/30/26.

Plans for Project – Sheets 1 through 10.

* * * *

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
CONTRACT TIME

PROJECT NH 0042(80)371, PCN 0ANU
MINNEHAHA COUNTY

NOVEMBER 16, 2026

This work will consist of supplying materials and all other incidental hardware to a separate construction project. The Department will hire a separate Contractor who will be responsible for the installation of the materials supplied in accordance with this contract. This separate Contractor will be known as the Department's construction Contractor.

Fabrication Completion Requirement

The MSE wall panel Fabricator will fabricate and have available for delivery the MSE large panels and all other incidental hardware and materials on or before May 17, 2027.

Storage and Delivery Requirements

The MSE wall panel Fabricator will store all or a portion of the materials for a period of time not to exceed August 13, 2027.

Prior to August 13, 2027, the Department, or the Department's construction Contractor will contact the MSE wall panel Fabricator to schedule a date for delivery of the materials to either the project site or the designated storage location on City-owned property at 1600 S River Bluff Road, Sioux Falls, South Dakota 57110. The MSE wall panel Fabricator will be notified by the Department or the Department's construction Contractor a minimum of 7 calendar days prior to the date of delivery.

Delivery of the materials will be at the expense of the MSE wall panel Fabricator. The MSE wall panel Fabricator will coordinate delivery with the Department or the Department's construction Contractor who will be responsible for unloading the materials.

The SDDOT contact person regarding delivery arrangements is Area Engineer, Harry Johnston, 605-367-5680.

Failure to Complete on Time

If the MSE wall panel Fabricator does not meet the 7 calendar day delivery requirement, the Department will assess liquidated damages in the amount of $4,100 per calendar day for each calendar day the delivery is late until the delivery is completed. The Department will count calendar days in accordance with Section 8.7 C.

* * * * *

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
MECHANICALLY STABILIZED EARTH
(LARGE PANEL) WALLS

PROJECT NH 0042(80)371, PCN 0ANU
MINNEHAHA COUNTY

NOVEMBER 17, 2026

I. DESCRIPTION

This work will consist of mechanically stabilized earth walls constructed in accordance with these specifications and in reasonably close conformity with the lines, grades, and dimensions shown on the plans or established by the Engineer. Design details for these earth retaining structures such as specified strip or mesh length, concrete panel thickness, loading conditions, size of concrete leveling pad, and details for appurtenances will be as shown on the shop plans. This specification is intended to cover all steel strip or mesh stabilized earth wall systems utilizing discrete concrete face panels, some of which may be proprietary.

II. MATERIALS

The contractor will make arrangements to purchase or manufacture the facing elements, reinforcing mesh or strips, attachment devices, joint filler, and all other necessary components. Materials not conforming to this section of the specifications or from sources not listed in the contract documents will not be used without written confirmation from the Engineer.

A. Reinforced Concrete Facing Panels and Concrete Coping: The facing panels will be as specified in the plan notes. The panels and coping will be fabricated in accordance with Section 8 of AASHTO LRFD Bridge Construction Specifications with the following exceptions and additions.

1. **Notification:** The Contractor will notify the Engineer 24 hours in advance of all concrete pours for inspection and observation of Contractor testing.

2. **Concrete Mix Requirements:** Portland cement concrete will conform to Section 560 of the Specifications. The minimum compressive strength at 28 days is 4,000 psi.

3. **Forms:** Forms will conform to Section 560 of the Specifications.

4. **Fabrication:** Fabrication will conform to Section 560 except:

   a. The concrete panels will be fully supported until the concrete reaches a minimum compressive strength of 1,000 psi. The panels may be shipped after reaching a minimum compressive strength of 3,600 psi.

   b. The following minimum sampling and testing requirements for the concrete will be performed by the fabricator.

   Acceptance of concrete panels and coping with respect to compressive strength, slump, and air testing will be determined on the basis of production lots. A production lot is defined as a group of panels or coping that will consist of either 40 panels, 40 coping sections, or a single day's production, whichever is less.

   During the production of the concrete panels, the manufacturer will randomly sample the concrete every production lot according to SD 402.

   1) **Compressive Strength:** A single compressive strength sample consists of a minimum of four cylinders. Compression tests will be made on standard 6-inch by 12-inch test specimens prepared according to SD 405. Compressive strength testing will be conducted according to AASHTO T 22.

      For every compressive strength sample a minimum of two cylinders will be tested at 28 days if prior cylinders have not indicated lot compressive strength acceptance.

      To determine timing of form removal, shipping the panels/coping sections, or compressive strength acceptance prior to 28 days, a minimum of two cylinders will be tested at ages determined by the fabricator. The compressive strength of a single cylinder can determine the form removal timing or when the panels/coping sections can be shipped.

      Compressive strength acceptance of a production lot will be made if the average of two cylinders compressive strength test results is greater than or equal to 4,000 psi. If the 28-day compressive strength test result is less than 4,000 psi, then the acceptance of the production lot for compressive strength will be based on its meeting the following acceptance criteria in their entirety:

i. Ninety percent of the compressive strength test results for the overall production will exceed 4,150 psi.

ii. The average of the prior six consecutive compressive strength test results will exceed 4,250 psi.

iii. No individual lot compressive strength test result will fall below 3,600 psi.

2) **Slump:** The slump test will be performed according to SD 404. The slump will be determined at the beginning of each day's production and at the same time the compressive strength samples are taken to ensure compliance.

3) **Air:** Air content will be performed according to SD 403. Air content will be determined at the beginning of each day's production and at the same time the compressive strength samples are taken to ensure compliance.

5. **Concrete Cure:** Concrete cure will conform to Section 560 of the specifications.

6. **Surface Finish:** Unless otherwise specified in the plans, the concrete surface of the front face will have a Class I finish as defined by Section 8.12 of AASHTO LRFD Bridge Construction Specifications and the rear face will have a uniform surface finish. The rear face of the panel will be screeded to eliminate open pockets of aggregate and surface distortions in excess of 1/4 inch. The panels will be cast on a flat area. The strips or other metal attachment devices will not contact or be attached to the face panel reinforcement steel.

   The unformed surfaces of the coping will be screeded and fully worked with a suitable floating tool. Before the finish has set, the surface cement film will be removed with a fine brush such that a fine-grained, smooth but sanded texture is achieved.

7. **Marking:** The date of manufacture, the production lot number, and the piece mark will be clearly inscribed on an unexposed face of each panel.

8. **Handling, Storage, and Shipping:** All concrete panels and coping will be handled, stored, and shipped in such a manner as to prevent chipping, discoloration, cracks, fractures, and excessive bending stresses. Panels and coping in storage will be supported on firm blocking to protect the panel connection devices and the exposed exterior finish.

9. **Tolerances:** All concrete panels will be manufactured within the following tolerances.

    a. **Panel Dimensions:** Position panel connection devices within one inch of the plans specified location, all other panel dimensions will be within 3/16 inch of plans specified dimensions.

    b. **Panel Squareness:** Squareness as determined by the difference between the two diagonals will not exceed 1/2 inch.

    c. **Panel Surface Finish:** Surface irregularities on the front surface of the panel measured over a length of five feet will not exceed 1/8 inch. Surface irregularities on the front surface of the panel of a textured finished surface measured over a length of five feet will not exceed 5/16 inch.

10. **Rejection:** Production lots will be rejected because of failure to meet any of the requirements specified above. In addition, any of the following defects will be sufficient cause for rejection of individual panels or coping sections:

    - Defects that indicate imperfect molding.
    - Defects indicating honeycombed or open textured concrete.
    - Cracked or severely chipped panels.
    - Color variation on front face of a panel or on an exposed surface of a coping unit due to excess form oil or other reasons.

11. **Reporting:** A report will be provided to the Engineer detailing all the compressive strength, slump, and air content testing results for each production lot before final acceptance will be given. The testing results performed on that lot to date are to be provided to the Engineer before a lot can be shipped from the point of manufacture.

B. **Soil Reinforcement and Attachment Devices:** Reinforcing and attachment devices that do not meet the manufacture's requirements and are not free of defects will be rejected (i.e. bent strips, damaged coating, etc.). All parts and soil reinforcement will be in their final configuration prior to galvanizing.

    1. **Steel Ribbed Reinforcing Strips:** Reinforcing strips will be hot-rolled from bars to the required shape and dimensions. The strips' physical and mechanical properties will conform to the requirements of ASTM A572, Grade 65 or equivalent. Galvanizing will conform to the requirements of ASTM A123 with a minimum thickness of 2.0 oz/ft^2. Epoxy coatings will meet the requirements of ASTM A775 for reinforcing strips. The minimum thickness will be 18 mills.

2. **Ladder Reinforcement:** Will be cold drawn steel wire milled to the required shape and dimensions. The physical and mechanical properties will conform to ASTM A1064 plain wire Grade 65. Longitudinal and transverse wires will be of equal size. Minimum shear strength of welds will be 35 ksi. Connector plate material will conform to the requirements of ASTM A1011, Grade 50 or equivalent. Galvanization will conform to ASTM A123 with a minimum thickness of 2.0 oz/ft2. Epoxy coatings will meet the requirements of ASTM A884 for ladder reinforcement. Minimum thickness will be 18 mills.

3. **Tie Strips:** The tie strips will be shop fabricated of hot-rolled steel and will conform to the requirements of ASTM A1011, Grade 50 or equivalent. Galvanization will conform to ASTM A123 with a minimum thickness of 2.0 oz/ft2. Epoxy coatings will meet the requirements of ASTM A884 for ladder reinforcement or ASTM A775 for reinforcing strips. Minimum thickness will be 18 mills.

4. **Fasteners:** Bolts will consist of hexagonal cap screws and nuts conforming to ASTM A449 or equivalent. Galvanizing will conform to ASTM F2329. Tie strips will be cast in the precast concrete panels such that all connectors are in alignment and able to transfer full and even load to the soil reinforcement. Once the reinforcement is connected to the panel, the amount of slack will not exceed 1/8 inch between the connector and the reinforcement during field installation.

C. **Joint Materials:** Installed to the dimensions and thickness according to the plans and shop drawings.

1. All horizontal and diagonal joints between panels will include bearing pads. Bearing pads will meet or exceed the following requirements:

   a. Rubber blocks tested in accordance with ASTM D2240 with a minimum Durometer Hardness of 60 for Type A.

   b. Preformed HDPE (High Density Polyethylene) pads with a minimum density of 59 pcf tested in accordance with ASTM D1505.

2. Provide a geotextile fabric to cover all vertical and horizontal joints between panels on the back side of the wall. The minimum fabric width will be 18 inches with a 6 inch lap.

D. **Granular Backfill for MSE Large Panel Wall:** All backfill material used in the structure volume will be reasonably free from organic and deleterious material. The backfill material will be obtained from crushed natural sources conforming to the following gradation limits as determined by SD 202 using the surface course materials procedure:

Sieve Size	Percent Passing
1-1/2 inches	100
3/8 inch	0-15
#200 mesh sieve	0-10

The backfill will conform to the following additional requirements:

1. **Plasticity Index:** The plasticity index (P.I.) as determined by SD 207 will not exceed 2.

2. **Internal Angle of Friction:** The material will exhibit an angle of internal friction of not less than 34 degrees, as determined by the standard Direct Shear Test, AASHTO T 236 on the portion finer than the #10 sieve.

3. **Soundness:** The materials will be free of soft, poor durability particles. The material will have a sodium sulfate soundness loss of less than 15 percent after five cycles determined in accordance with AASHTO T 104 or SD 220.

4. **Electrochemical Requirements:** The backfill materials will meet the following criteria:

Requirements	Test Methods
Resistivity > 3,000 ohm centimeters	AASHTO T 288
ph 5-10	AASHTO T 289
Sulfates < 200 parts per million	AASHTO T 290
Chlorides < 100 parts per million	AASHTO T 291

If the resistivity is greater or equal to 5,000 ohm-cm, the chloride and sulfates requirements may be waived.

5. **Strength and Chemical Requirements:** The following aggregates meet the above strength and chemical parameters: Minnekahta Limestone, Sioux Quartzite, and Ortonville Granite.

6. **Design Parameters:** Direct shear tests performed on the above aggregates indicate an internal friction angle = 47 degrees, and cohesion = 0. No reduction or safety factors have been applied to these values. A value greater than the standard 34 degrees for the internal friction angle can be used at the wall designer's discretion. A dry unit weight = 105 pcf will be used for the Granular Backfill for MSE Large Panel Wall.

E. Concrete Leveling Pad: The concrete in the concrete leveling pad will conform to Class M6.

F. Acceptance of Material: The Contractor will furnish the Engineer a Certificate of Compliance certifying the above materials, including Granular Backfill for MSE Large Panel Wall if other than Minnekahta Limestone, Sioux Quartzite, or

Ortonville Granite, comply with the applicable contract specifications. A copy of all test results performed by the contractor necessary to ensure contract compliance will also be furnished to the Engineer.

Acceptance of the materials other than Granular Backfill for MSE Large Panel Wall will be based on the Certificate of Compliance, accompanying test reports, and visual inspection by the Engineer. Acceptance of the Granular Backfill for MSE Large Panel Wall will be in accordance with the Department's Materials Manual.

III. CONSTRUCTION REQUIREMENTS

A. Construction Plans, Shop Plans, and Design Calculations: The Contractor will consult with an approved MSE wall company and obtain design calculations and construction plans. These plans will be signed/sealed by a Professional Engineer registered in the state of South Dakota.

At least 30 calendar days prior to fabrication or construction, the Contractor will submit construction plans, shop plans, and design calculations to the Department for the Department's review in accordance with Section 5.2 of the specifications except the review period will be 28 calendar days. Construction plans must include plan view, elevation view, typical cross sections, material and construction specifications, and a detailed quantity list consisting of actual quantities for: Structure Excavation, Retaining Wall (Cu. Yd.), Foundation Preparation, Retaining Wall (Cu. Yd.), MSE Large Panel Wall – Furnish and Install (Sq. Ft.), and Granular Backfill for MSE Large Panel Wall (Cu. Yd.). The Contractor will send an email with the construction plans, shop plans, and design calculations attached as a PDF to the Project Engineer and Office of Bridge Design.

B. Structure Excavation, Retaining Wall: This work will consist of the necessary excavation for erection of the retaining wall system. Structure excavation will be in reasonably close conformity to the limits shown on the typical section located within the plans.

C. Foundation Preparation, Retaining Wall: The foundation area for the retaining wall will be excavated to the limits depicted within the plans or as directed by the Engineer. Backfill material will be as specified in the plans.

D. Wall Erection: At each change in elevation of the foundation level of the wall, a nonreinforced concrete leveling pad of the type shown on the construction plans will be provided. Concrete leveling pads will be cured a minimum of twelve hours before placement of wall panels.

A field representative from the proprietary wall system will be at the job site at the start of wall construction and as needed to resolve wall construction

problems. Multiple trips may be required. Before wall construction begins, a pre-construction conference will be held to cover proper wall construction techniques. Personnel at this meeting will include, but not be limited to, Department project personnel, Contractor personnel, the Department's Bridge Construction Engineer (or representative), and a field representative from the proprietary wall company. The field representative will also be present during the placement and backfilling of the first two complete rows of panels and reinforcement along the length of the wall, or until the backfill, compaction, and wall batter operations have been optimized. The decision of when the operations have been optimized will be at the sole discretion of the Engineer. The services of the field representative will be incidental to the wall cost. Projects that span multiple construction seasons will require an additional pre-construction conference prior to continuation of wall construction the second season. Previously required personnel will attend. The wall company field representative will be present when construction activities resume for the wall to verify correct construction procedures.

Construction of the wall will begin at the lowest course and proceed upwards. The entire lowest course must be placed and backfilled prior to the construction of any subsequent courses. Backfill placement must be in successive horizontal lifts as wall panel placement proceeds. Deviation from these requirements will require a submittal of the proposed erection plan, including how to retain backfill material laterally without undermining wall reinforcement, to the Bridge Construction Engineer for review a minimum of 30 days prior to beginning construction on the wall.

Design calculations and construction details for lateral retaining systems (if required for phased wall construction) will be included in the construction submittals. The cost of the lateral retaining system will be incidental to other retaining wall contract items.

The underdrain system, if applicable, will be placed prior to wall backfill placement. The underdrain system will provide positive drainage from the wall backfill. If the permanent outlet works for the underdrain system are not installed or unable to be installed, a temporary outlet works for the underdrain system will be constructed until the permanent outlet works can be constructed to prevent water from backing up in the wall backfill material.

Precast concrete panels will be placed so that their final position is vertical or battered as shown on the plans. For erection, panels are handled by means of lifting devices connected to the upper edge of the panel. Panels should be placed in successive horizontal lifts in the sequence shown on the plans as backfill placement proceeds. As backfill material is placed behind the panels, the panels will be maintained in position by means of temporary wedges or bracing according to the wall supplier's recommendations. Concrete facing vertical tolerances and horizontal alignment tolerances will not exceed 3/4 inch

when measured with a ten-foot straight edge. During construction, the maximum allowable offset in any panel joint will be 3/4 inch. The overall vertical tolerance of the wall (top to bottom) will not exceed 1/2 inch per ten feet of wall height.

Reinforcement elements will be placed normal to the face of the wall, unless otherwise shown on the plans. Prior to placement of the reinforcing elements, backfill will be compacted according to these specifications.

The finished grade backfill in front of the wall will be placed and compacted to a minimum of 97% of maximum dry density as determined by SD 104. For walls in excess of 20 feet in height, the finished grade in front of the wall will be placed and compacted before wall construction exceeds a height of 20 feet.

E. Backfill Placement: Backfill placement will closely follow erection of each course of panels. Backfill will be placed to avoid any damage or disturbance of the wall materials or misalignment of the facing panels or reinforcing element. All wall materials that are damaged during fabrication or construction will be removed and replaced at the contractor's expense. Any misalignment or distortion of the wall facing panels due to placement of backfill outside the limits of this specification will be corrected by and at the expense of the contractor. At each reinforcement level, the backfill will be placed to the level of the connection. Backfill placement methods near the facing will ensure that no voids exist, especially beneath the reinforcing elements.

The moisture content prior to and during compaction will be uniformly distributed throughout each layer. Water will be applied at minimum rate of 0.25 gal/ft^2 of surface area per lift. The Contractor will increase this rate, when ordered by the Engineer, to ensure each lift is fully saturated.

The maximum lift thickness prior to compaction will not exceed eight inches.

Compaction will be achieved by at least four passes with a smooth drum vibratory roller. If adequate compaction is not achieved increase the number of passes, increase the size of the roller, or decrease the thickness of the lift, as directed by the Engineer.

The maximum lift thickness prior to compaction within three feet of the back face of the wall facing and within the area from the back face of the wall facing to two feet beyond the abutment piling steel casing will not exceed four inches. At least two lifts will be completed within this area per each lift outside this stated area.

Compaction within the area requiring four inch lifts will be achieved by at least three passes of a lightweight mechanical tamper, roller, or vibratory system.

At the end of each day's operation, the Contractor will slope the last course of the backfill away from the wall facing to rapidly direct runoff away from the wall face. The Contractor will not allow surface runoff from adjacent areas to enter the wall construction site.

The embankment immediately behind the wall reinforcement will be brought up evenly with the Granular Backfill for MSE Large Panel Wall or benched in accordance with Section 120.3 B.2 of the Specifications.

Backfill will not be constructed on frozen ground and frozen material will not be used in the construction of the MSE Large Panel Wall. The use of ground heaters, blankets, warmers, or other apparatuses may be used at the discretion of the Engineer.

IV. METHOD OF MEASUREMENT

Plan shown quantities are for bidding purposes only. Construction plans quantities will be the measurement for payment. Field measurements will not be made, unless the Department determines that conditions warrant such measurement.

A. Structure Excavation, Retaining Wall will be measured to the nearest cubic yard.

B. Foundation Preparation, Retaining Wall will be measured to the nearest cubic yard.

C. Granular Backfill for MSE Large Panel Wall will be measured to the nearest cubic yard.

D. MSE Large Panel Wall, Furnish and MSE Large Panel Wall, Install will be measured to nearest square foot. The area of retaining wall to be used for payment will be the area bounded by the top of coping, bottom of wall elevations and the beginning and end wall limits as shown on the construction plans.

V. BASIS OF PAYMENT

A. Structure Excavation, Retaining Wall will be paid for at the contract unit price per cubic yard. Payment will be full compensation for equipment, labor, tools and incidentals required to complete the work.

B. Foundation Preparation, Retaining Wall will be paid for at the contract unit price per cubic yard. Payment will be full compensation for equipment, labor, tools, and incidentals required for excavating and disposal of the excavated material; equipment, labor, materials, and all other items incidental to

scarifying, reshaping, and recompacting the area to be backfilled; and incidentals for furnishing, placing, watering, and compacting backfill material.

C. **Granular Backfill for MSE Large Panel Wall** will be paid for at the contract unit price per cubic yard. Payment will be full compensation for equipment, labor, materials and all other items incidental to placing, watering, and compacting the granular material to the limits shown on the construction plans.

D. **MSE Large Panel Wall, Furnish** will be paid for at the contract unit price per square foot. Payment will be full compensation for the cost of all wall panels, coping, reinforcing strips, hardware, and all incidentals.

E. **MSE Large Panel Wall, Install** will be paid for at the contract unit price per square foot. Payment will be full compensation for equipment, labor, materials and incidentals required to furnish and install the leveling pad, install the wall, furnish and install the underdrain system and drainage fabric as detailed on the construction plans.

The acceptable large panel wall suppliers are listed on the Department's Approved Products List on the Department's website.

* * * * *

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.

* * * * *

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.

* * * * *

DOT-208
(11/25)

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).

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STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION FOR EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS FOR HIGHWAY CONSTRUCTION CONTRACTS

OCTOBER 7, 2026

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1. General

a. Equal employment opportunity requirements prohibiting discrimination, imposed pursuant to 23 U.S.C. §140, Section 22 of the Federal-Aid Highway Act of 1968, and 23 CFR 230, apply to this contract. This Special Provision constitutes the specific equal employment opportunity requirements for all project activities and supplements those found in the Standard Title VI / Nondiscrimination Assurances Appendix A & E and the FHWA 1273 Contract Provisions for Federal-aid Construction Contracts.

b. The Contractor will work with the Department and the Federal Government in meeting equal employment opportunity obligations and participating in reviews of Contractor activities under the contract.

c. The Contractor and all subcontractors (excluding material suppliers) holding subcontracts of $10,000 or more will comply with the minimum equal employment opportunity requirements in this Special Provision. The Contractor will include these requirements in every subcontract of $10,000 or more, modifying language as needed to ensure they are binding on the subcontractor.

2. Equal Employment Opportunity Policy

The Contractor adopts the following operating policy to ensure equal employment opportunity for all persons without regard to race, color, religion, sex, national origin, age, or disability:

Company Policy Statement:
It is the policy of this company to ensure that applicants are employed, and employees are treated during employment without regard to race, color, religion, sex, national origin, age, or disability. This includes actions related to employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other compensation, and selection for training—including apprenticeship, pre-apprenticeship, and on-the-job training.

3. Equal Employment Opportunity Officer

The Contractor will designate an Equal Employment Opportunity Officer (EEO Officer) and provide that information to the Department. The EEO Officer must be

capable of effectively administering and promoting an active equal employment opportunity program and must have sufficient authority and responsibility to do so.

4. Dissemination of Policy

a. All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

2) All new supervisory or personnel office employees will be given a thorough orientation by the EEO Officer or other knowledgeable company official, covering all major aspects of the Contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.

3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the contractor's procedures for locating and hiring employees.

b. In order to make the Contractor's equal employment opportunity policy known to all employees, prospective employees, and potential sources of employees, *i.e.*, schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Contractor will take the following actions:

1) Notices and posters setting forth the Contractor's equal employment opportunity policy and identifying the Company EEO Officer or Project EEO Representative will be placed in areas readily accessible to employees, applicants for employment and potential employees at the home office and project site (EEO #7 Poster).

2) The Contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. **Recruitment**

   a. **Advertising**
   All employment advertisements will include the phrase “An Equal Opportunity Employer” and must be published in media with broad circulation in the project’s recruitment area.

   b. **Direct Recruitment**
   Unless precluded by a valid bargaining agreement, the Contractor will conduct systematic and direct recruitment through sources likely to yield qualified applicants, including state employment agencies, schools, colleges, and community organizations. The EEO Officer will identify referral sources and establish procedures for referring applicants to the Contractor.

   Where exclusive hiring or bargaining agreements exist, the Contractor will follow their provisions to the extent they permit compliance with equal employment opportunity requirements.

   c. **Employee Referrals**
   The Contractor will encourage current employees to refer applicants by posting notices and discussing referral procedures with employees.

6. **Personnel Actions**
   All personnel actions—including wages, working conditions, benefits, hiring, upgrading, promotion, transfer, demotion, layoff, and termination—must be conducted without regard to race, color, religion, sex, national origin, age, or disability. The Contractor will:

   a. Conduct periodic inspections of project sites to ensure working conditions and facilities do not indicate discriminatory treatment.

   b. Periodically evaluate wage spreads within each classification to detect potential discriminatory practices.

   c. Review selected personnel actions to determine whether discriminatory patterns exist and promptly correct any identified issues.

   d. Investigate all complaints of alleged discrimination, resolve them when possible, take appropriate corrective action within a reasonable time, and upon completion of each investigation, notify complainants of all available avenues of appeal.

7. **Training and Promotion**

   a. Assist in locating, qualifying, and improving the skills of current employees and applicants.

b. Utilize training programs—such as apprenticeship and on-the-job training—as permitted under Federal and State regulations. Where feasible, 25% of apprentices or trainees in each occupation will be in their first year of apprenticeship or training. (If a Training Special Provision applies, it supersedes this subparagraph.)

c. Inform employees and applicants of available training programs and entrance requirements.

d. Periodically review employees' training and promotion potential and encourage eligible employees to apply.

8. Unions

If unions are used as a source of employees, the Contractor will make best efforts to secure their cooperation in supporting equal employment opportunity. Contractor's actions will include:

a. Working with unions to develop joint training programs that expand opportunities for employees.

b. Incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age, or disability.

c. Obtaining information about union referral practices and policies. Contractor will certify to the Department its efforts made to acquire the information where the union refuses to provide such information.

d. Using independent recruitment efforts to fill vacancies if union referrals are insufficient and notifying the Department if union practices impede compliance.

9. Subcontracting

a. The Contractor will make best efforts to solicit bids from and utilize Disadvantaged Business Enterprise (DBE) subcontractors. All certified DBEs are listed in the State's DBE Directory.

b. The Contractor will ensure that all subcontractors comply with equal employment opportunity requirements.

c. The Contractor will insert this Special Provision, the Contract Provisions for Federal-aid Construction Contracts (FHWA 1273)and the Special Provision for Contract Provisions for Federal-aid Construction Contracts FHWA 1273 in all subcontracts.

10. Records and Reports

a. Required Records

The Contractor will maintain records necessary to determine compliance with equal employment opportunity requirements. The records kept by the Contractor will be designed to indicate:

1) Number of employees in each work classification, identified by minority status and sex.

2) Efforts made in cooperation with unions to improve employment opportunities (for Contractors relying on unions).

3) Progress and efforts made to locate, hire, train, qualify, and upgrade employees.

4) Progress and efforts made to secure DBE subcontractors.

b. Retention

Records must be retained for three years after project completion and be available at reasonable times and places for inspection by the Department and the Federal Highway Administration.

c. Annual Report

Each July, the Contractor will submit a consolidated Form PR-1391 to the Department reporting the number of minority, women, and non-minority employees in each work classification engaged on all projects worked during the reporting period.

* * * * *

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION FOR
CONTRACT PROVISIONS FOR
FEDERAL-AID CONSTRUCTION CONTRACTS
FHWA 1273 (JUNE 25, 2026)

OCTOBER 7, 2026

This Special Provision must be physically incorporated in each construction contract. The Contractor (or subcontractor) must insert this Special Provision in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements, and other agreements for supplies or services).

The following are amendments to the Contract Provisions for Federal-aid Construction Contract FHWA 1273.

Section I.1.

Delete the first paragraph of this section and replace it with the following:

Form FHWA-1273 must be physically incorporated in each construction contract. The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements, and other agreements for supplies or services).

Section I.4.

Delete this section and replace with the following:

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a Federal-aid construction project unless it is labor performed by convicts who are on parole, supervised release, or probation.

Section III.

Delete the first three sentences of the first paragraph and replace with the following:

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway and to all portions of Transportation Alternatives Program (TAP) funded projects.

Section III.3.b.(1)

Delete this section and replace with the following:

The Contractor and each related subcontractor must submit weekly, for each week in which any contract work is performed, an electronic certified weekly payroll report. The Contractor is responsible for the submission of certified payroll reports by all subcontractors. The payroll report must be submitted electronically to the Elation System website. The Contractor must submit a legally valid electronic signature. The Elation System website can be accessed by logging onto the State of South Dakota's single sign-on website at https://mysd.sd.gov/ or can also be accessed at https://elationsys.com/. First time users will need to use the Promotion Code SDDOT-19. The payroll report must be submitted within fourteen (14) calendar days after the end of the workweek.

Section III.3.b.(2)

Delete the third sentence.

Section III.3.b.(3)

Delete the first paragraph and replace with the following:

Each certified weekly payroll report must include the most recent South Dakota Department of Transportation (SDDOT) Statement of Compliance Form, signed by the Contractor or related subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract. The Instructions for the SDDOT Statement of Compliance Form are found at https://dot.sd.gov/doing-business/contractors/labor-compliance/certified-payrolls-let-after-6/5/19. The SDDOT will not accept any payroll report which does not include the most recent SDDOT Statement of Compliance Form. The SDDOT Statement of Compliance Form must certify the following:

Section III.3.b.(4)

Delete this paragraph and replace with the following:

The weekly submission of a properly executed SDDOT Statement of Compliance Form shall satisfy the requirement for submission of the "Statement of Compliance Form" required by paragraph 3.b.(3) of this section.

Section III.4.a.(1)

Delete the first sentence and replace with the following:

Apprentices will be permitted to work at less than the predetermined rate for the work they perform, but not less than the Common Laborer wage rate contained in the bid documents, when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA.

* * * * *

CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Davis-Bacon and Related Act Provisions
IV. Contract Work Hours and Safety Standards Act Provisions
V. Subletting or Assigning the Contract
VI. Safety: Accident Prevention
VII. False Statements Concerning Highway Projects
VIII. Implementation of Clean Air Act and Federal Water Pollution Control Act
IX. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
X. Certification Regarding Use of Contract Funds for Lobbying
XI. Use of United States-Flag Vessels

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only).

I. GENERAL

1. Historically, contracting agencies using Federal-aid highway funds were required to ensure Form FHWA-1273 was physically incorporated into all contracts and subcontracts. Effective June 10, 2026, this requirement was eliminated [91 FR 25492]. Future use of Form FHWA-1273 is now optional on the part of the contracting agency using Federal-aid highway funds. FHWA continues to make Form FHWA-1273 available as a convenience to contracting agencies. Contracting agencies must continue to ensure compliance with the provisions cited in Form FHWA-1273 in accordance with the provisions regardless of the use of Form FHWA-1273. Accordingly, the contracting agency retains the authority to determine whether the contractor must use Form FHWA-1273 to physically incorporate required contract provisions in each subcontract and in lower tier contracts. Where permitted by the contracting agency, the contractor may choose other ways to include required contract provisions in each subcontract, besides incorporating Form FHWA-1273. Contract provisions in Form FHWA-1273 are not required to be physically included in subcontracts for design services on Federal-aid design-build contracts, or in purchase orders, rental agreements and other agreements for supplies or services.

The applicable provisions of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor or design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents.

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION

The contractor and all subcontractors must comply with the following policies: 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27, including any amendments thereto.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27, including any amendments thereto.

The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract.

1. Assurances Required:

a. The requirements of 49 CFR Part 26, including any amendments thereto, and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E, including any amendments thereto, are incorporated by reference. 49 CFR Part 21.

III. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

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

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the

classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov*, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph 2.a. of this section or Section IV, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number

of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

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

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

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with 29 CFR part 30, including any amendments thereto.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section III. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the

contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

IV. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $33 as of January 15, 2025 (See 90 FR 1859) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section III paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

V. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1. of this section refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph 1. of this section is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however,

contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VI. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

VIII. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

IX. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

X. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XI. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (40 U.S.C. sections 14501(d) and 14701 and the Appalachian Regional Commission Code as authorized under 40 U.S.C. section 14302)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 40 U.S.C. 14501 allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION REGARDING
MINIMUM WAGE ON FEDERAL-AID PROJECTS

OCTOBER 24, 2019

This proposal contains a copy of the most recent United States Department of Labor (USDOL) Davis-Bacon Act Wage Decision.

The Contractor and each related subcontractor will pay their respective employees not less than the USDOL minimum wage for each work classification an employee actually performs at the site of the work.

The Contractor and each related subcontractor must submit weekly, for each week in which any contract work is performed, an electronic certified weekly payroll report. The payroll report must be submitted electronically to the Elation System website. The Elation System website can be accessed by logging onto the State of South Dakota's single sign-on website at https://mysd.sd.gov/ or can also be accessed at https://elationsys.com/. First time users will need to use the Promotion Code SDDOT-19. The payroll report must be submitted within fourteen (14) calendar days after the end of the workweek. The payroll reports submitted shall set out accurately and completely all the information required to be maintained under 29 C.F.R. 5.5(a)(3)(i). Weekly transmittals must include an individually identifying number for each employee, such as the last four digits of the employee's social security number, but these weekly transmittals must not include full social security numbers or home addresses. The Contractor is responsible for the submission of certified payroll reports by all subcontractors.

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

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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**

	Rates	Fringes
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	**26.93**	**0.00**
Group GL2		
Mechanic Tender; Pipe Layer (except culvert); Form Builder Tender	**26.96**	**0.00**
Group GL3		
Asphalt Plant Tender; Pile Driver Leadsman; Form Setter; Oiler/Greaser	**28.97**	**0.00**
Group GL5		
Carpenter; Form Builder	**31.94**	**0.00**
Group GL6		
Concrete Finisher; Grade Checker	**29.81**	**0.00**
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	**30.16**	**0.00**
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	**31.73**	**0.00**
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	**31.56**	**0.00**
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	**32.49**	**0.00**
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	**34.96**	**8.36**
TRUCK DRIVERS		
Group GT1		
Tandem Truck without trailer or pup; Single Axle Truck over 26,000 GVW with Trailer	**30.01**	**0.00**
Group GT2		
Semi-Tractor and Trailer; Tandem Truck with Pup or Trailer	**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**

	Rates	Fringes
ELECTRICIANS		
Group E01		
Electrician	**35.43**	**8.69**
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.	**26.93**	**0.00**
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.	**28.97**	**0.00**
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.	**26.96**	**0.00**
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.	**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