

June 2, 2025

NOTICE TO CONTRACTORS

Sealed bids will be received by the South Dakota Department of Transportation, Custer Area Office until 1:00 pm, MT, Monday, June 23, 2025 for the following project:

<u>Proj. No.</u>	<u>County</u>	<u>Type of Work</u>	<u>Area Office</u>	<u>Completion Date</u>
0009-492	Fall River	Fabric Building Re-cover	Custer	Sept 1, 2025

ONSITE INSPECTION:

Contact Bruce Schroeder, Custer Area Engineer, 605-673-4948 or Clarence Bowman, Maintenance Supervisor, 605-673-1306 to schedule an onsite inspection for the re-cover work of the building to assist with the preparation of the bid.

AVAILABILITY OF PLANS AND PROPOSALS:

Plans and proposal forms are available at the following website:

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

Please email the following for the DOT-123 form for bidding.

Bruce.Schroeder@state.sd.us and richquinn62@gmail.com

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

Contact Name
Company Name
Mailing Address
Phone Numbers

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

CONTENT OF PROPOSALS:

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

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

Proposals will be in a sealed envelope and clearly marked on the outside as to the content when delivered to the Custer Area Office by the time indicated for opening. Proposals faxed to the office will not be accepted. Hand deliver bids or mail to the following:

SDDOT - Custer Area Office
PO Box 431
115 Centennial Drive
Custer, SD 57730

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

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

BONDING & INSURANCE:

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

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

PREQUALIFICATION:

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

Work Type: N/A – <https://apps.sd.gov/HC65SDEBS/SavedDocuments/Prequal/WorkTypes.pdf>

MISCELLANEOUS:

Bidders on projects let through the informal process (being let using a DOT 123 contract form) are excluded from having to submit a request for Plans and Bid Proposal form as required in Standard Specification Section 2.3, showing the bidders status at the time as to their ability to handle the work for which they are submitting a bid. All other portions of Section 2.3 are to remain in effect.

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

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

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

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

DEPARTMENT OF TRANSPORTATION
Todd A. Seaman
Region Engineer

John Rehorst
Region Design Engineer

cc: S. Parmely	C Bennett	J. Hansen
M. Carlson	S. Weisgram	J. Matthesen
M. Stone	B. Schroeder	File
M. Reiss	B. Hoffman	

NOTICE TO ALL BIDDERS

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

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

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

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

* * * *

**BIDDER MUST EXECUTE THE FOLLOWING:
PARTICIPATION BY MINORITY CONTRACTORS**

Utilization of Minority Business Enterprises Clauses

PROJECT(S): 0009-492

COUNTY(IES): Fall River County

1. The Contractor agrees to use his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of his contract. As used in this contract, 'Minority Business Enterprise' or 'MBE' means a small business concern, as defined pursuant to section 3 of the Small Business Act and implementing regulations, which is owned and controlled by one or more minorities or women. 'Owned and controlled' means a business: (a) Which is at least 51 per centum owned by one or more minorities or women or, in the case of publicly owned business, at least 51 per centum of the stock of which is owned by one or more minorities or women; and (b) Whose management and daily business operations are controlled by one or more such individuals. 'Minority' means a person who is a citizen or lawful permanent resident of the United States and who is: (a) Black (a person having origins in any of the black racial groups of Africa); (b) Hispanic (a person of Spanish or Portuguese culture with origins in Mexico, South or Central America or the Caribbean Islands, regardless of race); (c) Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); or (d) American Indian and Alaskan Native (a person having origins in any of the original peoples of North America); (e) Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under section 8(a) of the Small Business Act, as amended. Contractors may rely on written representatives by subcontractors regarding their status as minority business enterprise in lieu of an independent investigation.
2. The Contractor agrees to establish and conduct a program which will enable minority business enterprise to be considered fairly as subcontractors and suppliers under this contract. In this connection the Contractor shall . . .
 - (a) Designate a liaison officer who will administer the Contractor's minority business enterprises program.
 - (b) Provide adequate and timely consideration of the potentialities of known minority business enterprises in all "make-or-buy" decisions.
 - (c) Ensure that known minority business enterprises will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications and delivery schedules so as to facilitate the participation of minority business enterprises.
 - (d) Maintain records showing (1) procedures which have been adopted to comply with the policies set forth in this clause, including the establishment of a source list of minority business enterprises, (2) awards to minority business enterprises on the source list, and (3) specific efforts to identify and award contracts to minority business enterprises.
 - (e) Include the "Utilization of Minority Business Enterprises Clause" in subcontracts which offer substantial minority business enterprises subcontracting opportunities.
 - (f) Cooperate with the State's Contracting Officer in any studies and surveys of the Contractor's minority business enterprises procedures and practices that the State's Contracting Officer may from time to time conduct.
 - (g) Submit periodic reports of subcontracting to known minority business enterprises with respect to the records referred to in subparagraph (d) above, in such form and manner and at such time (not more often than quarterly) as the State's Contracting Officer may prescribe.
3. The Contractor further agrees to insert in any subcontract hereunder provisions which shall conform substantially to the language of this clause, including this paragraph 3 and to notify the State's Contracting Officer of the names of such subcontractors.
4. The bidder hereby certifies that should he at any time decide to subcontract a portion of the work, he will take affirmative action to seek out and consider minority business enterprises as potential subcontractors. He further certifies that he will maintain records showing the contacts made with potential minority business enterprises subcontractors and the results of such contacts.

Name of Company (print or type)

Date

By _____
Signature of Company Official

Title

BIDDER MUST EXECUTE THE FOLLOWING:

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

CONTRACTOR'S AFFIDAVIT / DECLARATION

PROJECT(S): 0009-492

COUNTY(IES): Fall River

(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 _____

REV. 10/11/24

INDEX OF SPECIAL PROVISIONS

PROJECT(S): 0009-492

COUNTY(IES): Fall River

TYPE OF WORK: REMOVE AND REPLACE FABRIC COVER ON EXISTING COVERALL BUILDING IN
EDGEMONT SD DOT YARD

THE FOLLOWING ITEMS ARE INCLUDED IN THIS PROPOSAL FORM:

Special Provision for Steel Beam Guardrail AASHTO M 180 Designation, date 10/8/24.
Special Provision for Acknowledgement and Certification Regarding Article 3, Section 12 of the South Dakota Constitution, dated 8/24/23.
Special Provision for Buy America, dated 5/1/24..
Special Provision for Liability Insurance, dated 4/21/22.
Special Provision for Responsibility for Damage Claims, dated 4/21/22.
Special Provision for Restriction of Boycott of Israel, dated 1/31/20.
Special Provision for Contractor Administered Preconstruction Meeting, dated 12/18/19.
Fuel Adjustment Affidavit, DOT form 208 dated 7/15.
Standard Title VI Assurance, dated 3/1/16.
Special Provision For Implementation of Clean Air Act & Federal Water Pollution Control Act, dated 9/1/97.
Special Provision Regarding Minimum Wage on State Funded Projects, dated 10/24/19.
Wage and Hour Division US Department of Labor Washington DC.
- US Dept. of Labor Decision Number SD20230032, dated 3/10/23.
Special Provision for Supplemental Specifications to 2015 Standard Specifications for Roads and Bridges, dated 9/7/22.
Special Provision for Price Schedule for Miscellaneous Items, dated 12/6/23.

* * * *

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

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

AUGUST 24, 2023

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

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

CERTIFICATION OF NO STATE LEGISLATOR INTEREST:

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

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

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

* * * * *

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION
FOR
BUY AMERICA**

MAY 1, 2024

Section 6.9 – Page 46 – Delete and replace with the following:

6.9 BUY AMERICA – Iron & steel, manufactured (composite) products, and construction materials must be produced in the United States in accordance with these Buy America requirements. Buy America preference applies to articles, materials, and supplies required to be consumed in, permanently incorporated into, or affixed to the completed project. Buy America preference does not apply to tools, equipment, and supplies such as temporary works and other temporary items brought to the project and removed at or before the final completion of the project. Temporary items are items that are not part of contract specifications, items that are not required in the design or final working drawings, and items that are removed or could be removed but allowed to remain in place if requested by the Contractor and approved by the Engineer.

A. Certification: The following category-based requirements will apply for each article, material, or supply.

- 1. Iron & Steel:** A statement will be included on the certification stating whether the iron or steel is of domestic or foreign origin. The Department will consider iron & steel that does not require separate certification in accordance with the Department's Materials Manual as miscellaneous iron & steel. The Contractor will provide the Department a completed and signed Miscellaneous Materials Buy America Certificate stating the miscellaneous iron & steel required to be consumed in, permanently incorporated into, or affixed to the completed project complies with the Buy America requirements specified herein.
- 2. Manufactured (Composite) Products:** Due to an existing nationwide waiver, manufactured (composite) products currently have no specific requirements.
- 3. Construction Materials:** Construction materials and construction materials currently on the Department's Approved Products List will be treated as "Tier 1" items in accordance with the Required Samples, Tests, and Certificates (RSTC) section of the Department's Materials Manual. The

Contractor will provide the Department a completed and signed Miscellaneous Materials Buy America Certificate stating the construction materials required to be consumed in, permanently incorporated into, or affixed to the completed project complies with the Buy America requirements specified herein.

B. Determination of Material Category: The Department, in the Department's sole discretion, will classify an article, material, or supply into one of the following categories, (1) Iron & Steel, (2) Manufactured (Composite) Product, (3) Construction Material, or (4) Excluded Material. Articles, materials, and supplies will be considered to fall into only one single category of Buy America requirements. Some contract items are composed of multiple components that may fall into different categories. Individual components and composite items will be classified based on their nature when they arrive on the work site.

- 1. Iron & Steel:** The Department will classify items wholly or predominantly composed of iron or steel or a combination of both as iron & steel.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50% of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

- 2. Manufactured (Composite) Products:** The Department will classify items not specifically classified as iron & steel, construction materials, or excluded materials which are fabricated, combined, or manufactured through a manufacturing process into a commercially available composite item as manufactured (composite) products. The Department will classify items consisting of 2 or more of the listed construction materials combined through a manufacturing process as a manufactured (composite) product. The Department will classify items consisting of 1 of the listed construction materials combined with a material not listed through a manufacturing process as a manufactured (composite) product.

- 3. Construction Materials:** The Department will classify only the materials specifically listed as construction materials as construction materials.

Minor additions of articles, materials, supplies, or binding agents to a construction material will not change the categorization of the construction material.

- 4. Excluded Materials:** The Department will classify cement and cementitious materials; aggregates such as stone, sand, or gravel; and aggregate binding agents or additives as excluded materials.

C. Iron & Steel: Structural steel and other iron and steel products will be produced in the United States. To be considered produced in the United States, all manufacturing processes, from the initial melting stage through the application of coatings, must occur in the United States. The application of a coating is interpreted to mean all processes that protect or enhance the value of material or product to which it is applied; examples are epoxy coatings, galvanizing, and painting.

Buy America does not apply to iron ore, scrap, pig iron, and processed, pelletized, and reduced iron ore.

If iron ingots or steel billets produced in the United States are sent out of the country for a subsequent manufacturing process and then are brought back into the United States, the full value of the iron or steel as it reenters the country (including the original billet cost and any coatings) will be considered foreign.

If foreign iron or steel components are combined with other components into a fabricated or assembled manufactured (composite) product, the foreign iron or steel content of the manufactured (composite) product is not only the value of the foreign iron or steel components, but also the pro-rata value of the fabrication and assembly labor and overhead used in the combining the foreign iron or steel and other components into the finished manufactured (composite) product, including coatings.

D. Manufactured (Composite) Products: Iron and Steel components of manufactured (composite) products will comply with the Buy America requirements for iron & steel. Due to an existing nationwide waiver, manufactured (composite) products without iron and steel components currently have no specific requirements.

E. Construction Materials: Construction materials will be produced in the United States. Each construction material is followed by a standard for the material to be considered produced in the United States.

A construction material is an article, material, or supply that is one of the following:

1. Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
2. Plastic and polymer-based products including polyvinylchloride, composite building materials, and polymers used in fiber optic cables. All manufacturing processes, from initial combination of constituent plastic or

polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.

3. Glass including optic glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
 4. Fiber optic cable including drop cable. All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.
 5. Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.
 6. Lumber. All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.
 7. Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.
 8. Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
- F. Unavailability of Compliant Items:** If the Contractor discovers a Buy America compliant item or items does not exist or an item becomes unavailable, the Contractor will immediately notify the Department. The Contractor will furnish written documentation of the Contractor's complete efforts to obtain a compliant item. This documentation will include a complete contact log with dates and times of the Contractor's efforts to obtain a compliant item, the responses received, and any correspondence between the Contractor and potential suppliers of the item which demonstrate efforts to obtain a compliant item. If, based on review of the documentation provided, the Department determines all potential options to obtain a compliant item have been exhausted; the Department will determine the appropriate course of action.
- G. Non-Compliant Items:** If the Engineer, in the Engineer's sole discretion, determines an article, material, or supply provided to the project does not comply with these Buy America requirements but is available; the following will apply:

1. If the non-compliant item is not permanently incorporated into the completed work, the Contractor will not permanently incorporate the item and will replace the non-compliant item with an item that complies with the Buy America requirements specified herein at the Contractor's expense.
2. If the non-compliant item has been permanently incorporated into the completed project; the Engineer, in the Engineer's sole discretion, will determine if the non-compliant item must be removed and replaced including any completed work at the Contractor's expense or if the non-compliant item may remain in place in accordance with both of the following requirements:
 - a. Minor quantities of non-compliant iron & steel may be incorporated in the Department's sole discretion based on the Department's review of the Contractor's documented invoiced material costs, provided the invoiced material costs of all non-compliant iron & steel do not exceed 0.1% of the total contract amount or \$2,500, whichever is greater.
 - b. Minor quantities of non-compliant iron & steel and construction materials may be incorporated in the Department's sole discretion based on the Department's review of the Contractor's documented invoiced material costs, provided the total value of the non-compliant items does not exceed 5.0% of the total applicable costs for the project or \$1,000,000, whichever is less.

The total value of the non-compliant items will include non-compliant iron & steel and non-compliant construction materials. The total value of the non-compliant items will not include excluded materials, manufactured (composite) products, or other items within the scope of an existing Buy America waiver.

The total value of an item includes the cost of the material plus the cost of transportation to the project site, as evidenced by delivery receipt, but does not include the labor costs to assemble and install at the project site.

The total applicable project costs will be defined as the total value of materials used in the project that are subject to a domestic preference requirement, including the total value of any iron & steel, construction materials, manufactured (composite) products, and other items within the scope of an existing Buy America waiver. The total applicable project costs will not include excluded materials.

* * * * *

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION
FOR
LIABILITY INSURANCE**

APRIL 21, 2022

Section 7.15 – Page 50 – Delete and replace with the following:

7.15 LIABILITY INSURANCE - The Contractor will procure and maintain at the Contractor's expense, during duration of the contract, liability insurance with an insurance company authorized to do business in the state of South Dakota, for damages imposed by law. The insurance will cover all operations under the contract, whether performed by the Contractor or by subcontractors, and will name the State of South Dakota, the Department, and the Department's officers and employees as additional insureds, but liability coverage is limited to claims not barred by sovereign immunity. The State of South Dakota, the Department, and the Department's officers and employees do not hereby waive sovereign immunity for discretionary conduct as provided by law. Before commencing the work, the Contractor will furnish certificates of insurance, certifying that the policies will not be changed or cancelled until 30 calendar days' written notice has been given to the Department.

The certificates of insurance will provide evidence that the Contractor carries sufficient liability insurance to protect the public from injuries sustained by reason of pursuing the work, and that Workers' Compensation Insurance meets the requirements of the South Dakota Workers' Compensation Law.

* * * * *

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION
FOR
RESPONSIBILITY FOR DAMAGE CLAIMS**

APRIL 21, 2022

Section 7.14 – Page 50 – Delete and replace with the following:

7.14 RESPONSIBILITY FOR DAMAGE CLAIMS - The Contractor will indemnify the State of South Dakota, the Department, and the State's officers and employees, from all suits, actions, or claims of any character, including suits in which the State, Department, or the State's officers and employees are sued, brought because of any injuries or damages received or sustained by any person, persons, or property arising at least in part from the Contractor's operations; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workers' Compensation Act", or any other law, ordinance, order, or decree. The Contractor's obligation to indemnify will include the payment of reasonable attorney fees and other costs of defense. So much of the money due the Contractor under and by virtue of the contract as may be considered necessary by the Department for such purpose may be retained for the use of the State; or in case no money is due, the Contractor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid will have been settled and suitable evidence to that effect furnished to the Department. Money due the Contractor will not be withheld when the Contractor produces satisfactory written confirmation from the Contractor's insurer that adequate public liability insurance and property damage insurance providing coverage for such particular claims as may be made is in force, and the Contractor provides evidence the claim has been submitted to the Contractor's insurer. A copy of a certificate of insurance, without further confirmation of coverage for the particular claim being made, will not be sufficient to satisfy the requirement of written confirmation.

* * * * *

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION
FOR
RESTRICTION OF BOYCOTT OF ISRAEL**

JANUARY 31, 2020

In accordance with the State of South Dakota Office of the Governor Executive Order 2020-01 the following will apply to all contracts unless the amount being bid is less than \$100,000:

By submitting a bid proposal for this contract, the bidder certifies and agrees the following information is correct for the bidder and all subcontractors (all tiers) and suppliers with five (5) or more employees:

The bidder, in preparing the bid proposal or in considering proposals submitted from qualified potential suppliers and subcontractors, or in the solicitation, selection, or commercial treatment of any supplier or subcontractor; has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of the bid proposal, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel or its territories, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the Department to reject the bid proposal submitted by the bidder on this contract and terminate any contract awarded based on the bid. The bidder agrees to provide immediate written notice to the Department if, during the term of the contract awarded to the bidder, the bidder no longer complies with this certification. The bidder further agrees such noncompliance may be grounds for contract termination.

* * * * *

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION
FOR
CONTRACTOR ADMINISTERED PRECONSTRUCTION MEETING

DECEMBER 18, 2019**

I. DESCRIPTION

This work consists of the Contractor scheduling and conducting a preconstruction meeting prior to beginning work on this contract. Additionally, this work consists of the Contractor providing the Area Engineer a completed list of required submittals.

II. MATERIALS (Not Specified)

III. CONSTRUCTION REQUIREMENTS

The Area Engineer will provide the Contractor the Authorization Form for Preconstruction Meeting (Form DOT-270) and the Contractor's Required Submittals Form (Form DOT-272) after the date of the Notice of Award and no later than 10 business days after the date of the Notice to Proceed.

The Contractor's authorized representative as indicated on the Signature Authorization Form (Form DOT-209) will complete, in its entirety, the first page of the Authorization Form for Preconstruction Meeting and will initial each proceeding section. By initialing each section, the Contractor is confirming comprehension of each section.

The Contractor's Required Submittals Form is a document outlining information required prior to the completion of the project. This list will include two types of submittals; 1) information required before scheduling a preconstruction meeting and 2) information required before the Contractor begins related work. The Department reserves the right to request additional information not included in the original list of required submittals. The list of required submittals will include, but is not limited to, proposed sequence changes, shop drawings, permits, certifications, mix designs, labor compliance, equal employment opportunity, and disadvantaged business enterprise documents. The Area Engineer will update the Contractor's Required Submittals Form with any project specific requirements and cross out or delete those that do not apply prior to providing the document to the Contractor.

Prior to scheduling the preconstruction meeting, the Contractor will complete and provide the Area Engineer all items on the list of required submittals that are

required as described in 1) above. If the Contractor cannot complete and provide a submittal item required prior to scheduling the preconstruction meeting, the Contractor will contact the Area Engineer to establish a mutually agreed upon date when the required submittal will be completed and provided to the Area office.

The Contractor will not begin work on an item until the Contractor has provided the Area Engineer with all required information for the applicable work item and the appropriate office has approved the information, if necessary. The Contractor will make every reasonable effort to deliver the required submittals at the earliest possible time.

When the Contractor has provided the Area Engineer all required submittals, except those mutually agreed upon to be provided at a later date or dates, the Contractor will schedule a preconstruction meeting with the Area Engineer.

Within 2 business days following the Contractor scheduling the preconstruction meeting, the Area Engineer will prepare and send the Contractor a meeting confirmation and the Preconstruction Meeting Outline (Form DOT-271).

The Area Engineer will edit and amend the Preconstruction Meeting Outline, as necessary, to meet the specific needs of the project. The Area Engineer will complete the project information and the Department information prior to furnishing the form to the Contractor.

The Contractor will complete the Contractor's portion of the Preconstruction Meeting Outline and will add additional discussion items as needed. The Contractor will send the meeting notice and final Preconstruction Meeting Outline to the Area Engineer, all subcontractors, utility companies, railroad companies (if applicable), and all suppliers at least 5 business days prior to the preconstruction meeting.

The Area Engineer will send the notice of the meeting and the final Preconstruction Meeting Outline of discussion items to any other government entities and other principle stakeholders involved in the project at least 3 business days prior to the preconstruction meeting.

At the discretion of the Area Engineer, the preconstruction meeting may be held in person, videoconference, or over the phone. The Contractor's competent superintendent who will be working on this project, as required by Section 5.5, or the Contractors Project Manager, as required by the Special Provision for Cooperation by Contractor and Department (if applicable), , is required to attend the preconstruction meeting.

The Contractor will lead the meeting discussion as described in the Preconstruction Meeting Outline. The Area Engineer will prepare the meeting minutes including any unresolved items and distribute the minutes to all attendees

and principle stakeholders within 5 business days following the preconstruction meeting.

IV. METHOD OF MEASUREMENT

The Department will not make a separate measurement for the preconstruction meeting.

V. BASIS OF PAYMENT

The Department will not make a separate payment for the preconstruction meeting. All costs associated with the preconstruction meeting will be incidental to other contract items.

* * * * *

FUEL ADJUSTMENT AFFIDAVIT

Project Number _____
PCN _____
County _____

For project let using the SDEBS) and in accordance with Section 9.12, the bidder is not required to notify the Department at the time of submitting bids whether the Contractor will or will not participate in the fuel cost adjustment program. Prior to execution of the contract, the successful bidder must submit this completed form to the Department for approval. The Fuel Adjustment Affidavit shall include the anticipated fuel cost of subcontractors.

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

☐ Yes

☐ No

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

Diesel (x) \$ _____

Unleaded (y) \$ _____

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

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

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

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

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

_____ of _____,
(Title) (Contractor)

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

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

Dated _____ Signature _____

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

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

Notary Public

My Commission Expires

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

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

MARCH 1, 2016

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

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

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

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

Pertinent Non-Discrimination Authorities:

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

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

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

SEPTEMBER 1, 1997

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

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

* * * *

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

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

OCTOBER 24, 2019

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

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

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

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

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

* * * * *

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

Davis-Bacon Act Wage Decisions

State: South Dakota

Construction Types: Heavy and Highway

Counties: South Dakota Statewide

***SUSD2023-001 01-11-2023**

LABORERS

GROUP GL1

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

GROUP GL2

Mechanic Tender (Helper); Pipe Layer (except culvert); Form Builder Tender;
Special Surface Finish Applicator; Striping

GROUP GL3

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

GROUP GL5

Carpenter; Form Builder

GROUP GL6

Concrete Finisher; Painter; Grade Checker

POWER EQUIPMENT OPERATORS

GROUP G01

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

GROUP G02

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

GROUP G03

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

GROUP G04

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

GROUP G05

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

TRUCK DRIVERS

GROUP GT1

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

GROUP GT2

Semi-Tractor and Trailer; Tandem Truck with Pup

ELECTRICIANS

GROUP E01

Electrician

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

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

*Classifications listed under an "SU" identifier were derived from survey data and the published rate is the weighted average rate of all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates.

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

Agency:
Wage Decision Number:
Counties:
Wage Decision Date:

U.S. DOL
SD20230032 SD1
SD Statewide
03/10/2023 (Mod-0)

<u>Rates</u>	<u>Fringes</u>
22.38	0.00

23.16	0.00
--------------	-------------

24.41	0.00
--------------	-------------

31.94	0.00
--------------	-------------

26.45	0.00
--------------	-------------

24.57	0.00
--------------	-------------

24.68	0.00
--------------	-------------

26.07	0.00
--------------	-------------

27.18	0.00
--------------	-------------

30.01	0.00
--------------	-------------

24.52	0.00
--------------	-------------

25.88	4.28
--------------	-------------

29.78	5.04
--------------	-------------

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

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

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

=====

In the listing above, the "SU" identifier indicates the rates were derived from survey data. As these weighted average rates include all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of the survey on which these classifications and rates are based. The next number, 007 in this example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates.

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

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

=====

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION
FOR
SUPPLEMENTAL SPECIFICATIONS TO
2015 STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES**

SEPTEMBER 7, 2022

The Supplemental Specifications dated September 7, 2022 are in effect for and made a part of this contract.

The Supplemental Specifications may be obtained from the Department website or the local Area Office or by contacting the Operations Support Office.

Department Website:

<https://dot.sd.gov/doing-business/contractors/standard-specifications/2015-standard-specifications>

Operations Support:

605-773-3571

* * * * *

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

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

DECEMBER 6, 2023

The following unit bid prices have been established by the South Dakota Department of Transportation Commission.

These prices will be pre-entered in the bidding package for each project or will establish a standard price to be used whenever no project contract unit price exists for that item.

Each unit price listed is considered full compensation for the cost of labor, material, and equipment to provide the item of work and/or material, complete in place, including (but not limited to) royalty, waste of unsuitable materials, equipment rental, overhead, profit, and incidentals.

Items specified in this document may be paid for on progressive estimates without the benefit of a prior approved Construction Change Order.

Specification Section Number	Specification Section Name	Item Name	Price per Item
5.8	Construction Stakes, Lines, and Grades	Engineer Directed Surveying/Staking	\$175.00/hour
7.7	Public Convenience and Safety	Water for Dust Control	\$35.00/M.Gal
7.7	Public Convenience and Safety	Dust Control Chlorides	\$0.70/lb
9.3	Payment for extra haul of Materials	Extra Haul	\$0.25/ton mile (Truck) or \$0.10/ cubic yard station (Scraper)
120.5 A.5.	Roadway and Drainage Exc. & Emb.	Unclassified Excavation, Digouts	\$15.00/cu.yd.
120.5 H.	Roadway and Drainage Exc. & Emb.	Extra Haul	\$0.25/ton mile (Truck) or \$0.10/cubic yard station (Scraper)
120.5 I.	Roadway and Drainage Exc. & Emb.	Water for Embankment	\$35.00/M.Gal
421.5	Undercutting Pipe & Plate Pipe	Undercutting Culverts	\$20.00/cu.yd.

510.5 D.	Timber, Prestressed, and Steel Piles	Timber Pile Splice	\$850.00/each
		Steel Pile Splices (*All Weights)	Splice made before either of the pieces has been driven.
		8 HP*	\$200.00/each
		10 HP*	\$250.00/each
		12 HP*	\$275.00/each
		14 HP*	\$300.00/each
		Steel Pile Splices (*All Weights)	Splice made after one of the pieces has been driven.
		8 HP*	\$400.00/each
		10 HP*	\$525.00/each
		12 HP*	\$650.00/each
		14 HP*	\$750.00/each
510.5 E.	Timber, Prestressed, and Steel Piles	Pile Shoes (Timber Pile)	\$190.00/each
510.5 H.	Timber, Prestressed, and Steel Piles	Pile Tip Reinforcement (Steel Pile)	
		10" HP Tip Reinforced	\$200.00/each
		12" HP Tip Reinforced	\$225.00/each
		14" HP Tip Reinforced	\$275.00/each
601.5	Haul Roads	Granular Material	\$28.00/ton
601.5	Haul Roads	Asphalt Concrete (including asphalt)	\$160.00/ton
601.5	Haul Roads	Cover Aggregate	\$55.00/ton
601.5	Haul Roads	Asphalt for Prime	\$1200.00/ton
601.5	Haul Roads	Asphalt (Tack, Flush & Surface Treatment)	\$800.00/ton
601.5	Haul Roads	Water	\$35.00/M.Gal
601.5	Haul Roads	Dust Control Chlorides	\$0.70/lb
634.5	Temporary Traffic Control	Flagging	\$36.03/hour
634.5	Temporary Traffic Control	Pilot Car	\$52.75/hour

* * * * *

SDDOT proposal request for work on Fabric Salt Storage Sheds

Location: Edgemont, SD DOT yard

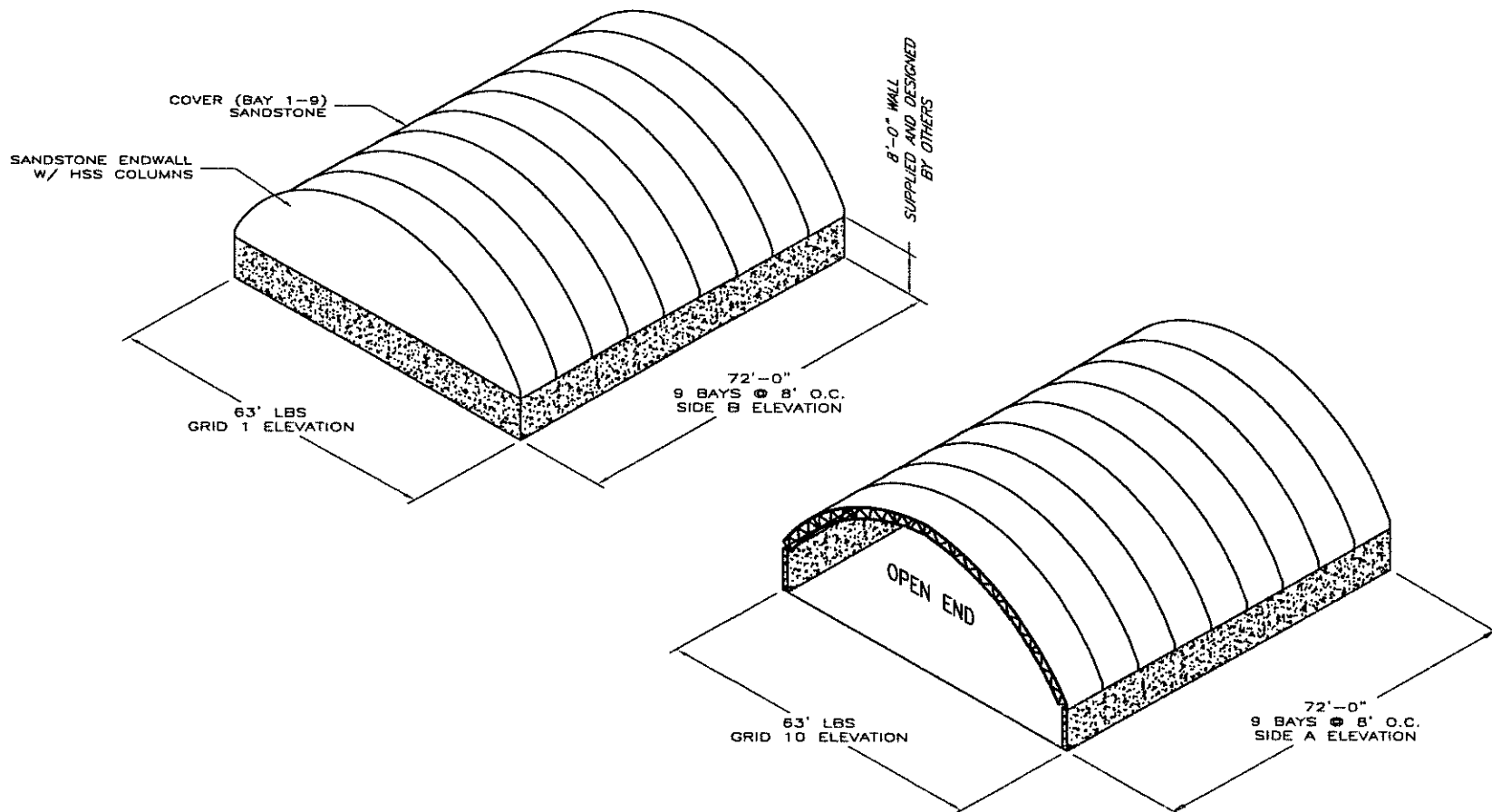
Work Description: Labor and materials to remove and replace the fabric cover and endwall on the existing Coverall 63' X 72' LBS. Replace 3 ea damaged end truss sections, Truss section will be provided by the owner (\$2,175.00 value). Remove and replace treated wood wear pads at end of trusses. Other minor maintenance items as defined in this proposal.

Specifications and detail:


- Existing building was purchased and installed in 2006. It is a Coverall Building original SO# 74181. **See original pre-engineered building drawings.**
- New fabric to be 12 OZ/SY HDPE or greater. **See fabric specifications.**
- This building has dual tensioning. Provide new galvanized pull pipe in main tension pocket to match manufacturers standard. Provide new galvanized 1" chain link fence top rail as pull pipe in second apron pocket.
- Replace any damaged or heavily corroded tension winches.
- Replace all webbing and tension straps with new. Equal to or heavier than the existing.
- Replace end flap cables with new
- Replace 1" sch 40 pvc with new
- Three new truss sections will be provided by the SDDOT and will need to be replace after the existing cover is removed and before placing the new cover. Contractor to provide labor, equipment and any misc materials and bolts required to complete this portion of the work
- Inspect the structural framework after removing existing cover. Notify the owner of any other structural damage or missing bolts, nuts or washers. Tighten or replace any loose or missing bolts. Adjust tension on any cables. Inspect, reinstall or repair any wear point protection at wear points and truss joints.
- Replace treated 2x material at truss ends used for a wear rail for the building apron. **Add stiffener as per drawings attached.**
- Install and tension new fabric cover and endwall.

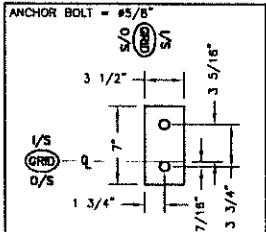
Attachments:

- Original building drawings SO 4181
- Fabric Specifications for 12 OZ HDPE
- Endwall Measurements – Similar building
- 2X4 treated wood wear pad and stiffener detail
- Pictures
-

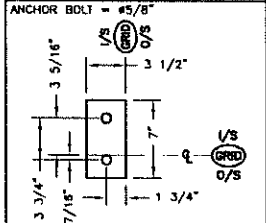


PLEASE REFER TO FOLLOWING DRAWINGS
FOR EXACT BUILDING DIMENSIONS

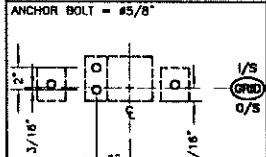
				DEALER: LOST CABIN CONSTRUCTORS RAPID CITY, SD		THIS DRAWING IS PROPERTY OF COVER-ALL BUILDING SYSTEMS INC. ANY REPRODUCTION IN WHOLE OR IN PART WITHOUT THE EXPRESSED WRITTEN CONSENT OF COVER-ALL BUILDING SYSTEMS INC. IS PROHIBITED.			
				CUSTOMER: STATE OF SOUTH DAKOTA PIERRE, SOUTH DAKOTA					
				PROJECT: EQUIP. MACH. STORAGE EDGEMOUNT, SOUTH DAKOTA		DRAWN BY: K CHUTE		DATE: 29 MAR 06	
				PROJECT ID: DSN 2364		ORDER ID: 74181		CHECKED BY: DB	
						SCALE: N.T.S.		DATE: 29 Mar 06	
A ISSUED FOR APPROVAL		KC 29 MAR 06				3815 WAHUSKEWIN RD., SASKATOON, SASKATCHEWAN, S7P 1A4		PHONE: 1-306-657-2888	
REV.	DESCRIPTION	BY	DATE			WEBSITE: www.coverall.net		FAX: 1-306-657-2717	
						TITLE: PROJECT LAYOUT		SHEET: FB02	REVISION: A



DETAIL "A" BASE EL. 100'-0"

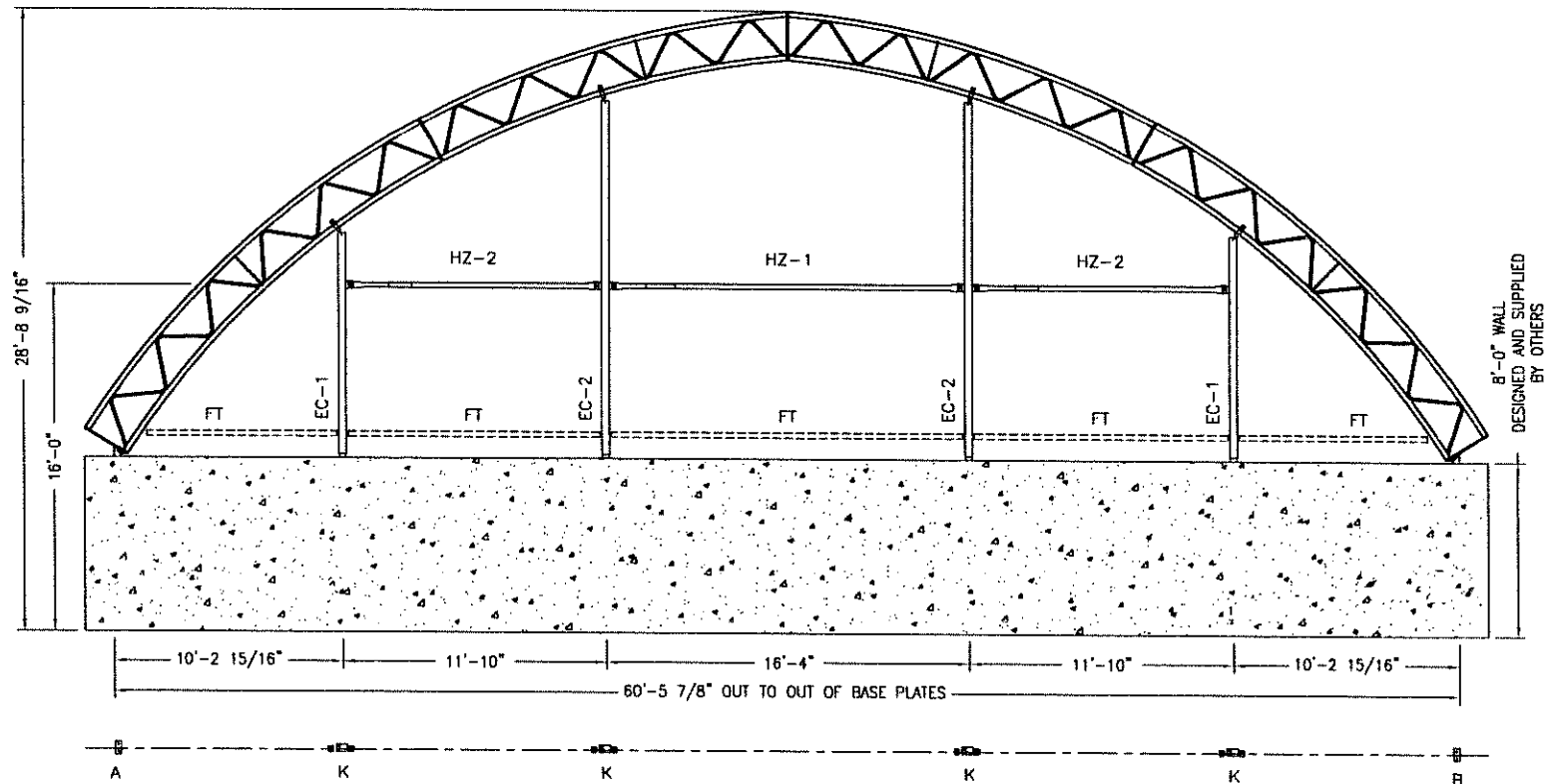


DETAIL "B" BASE EL. 100'-0"



DETAIL "C" BASE EL. 100'-0"

MARK#	COMPONENTS	WEIGHT
EC-2	HSS4x4x11GA-198	104.57
EC-1	HSS4x4x11GA-122	64.43
HZ-1	330550 + 32000065	41.32
HZ-2	330550 + 32000050	29.56
FT	2" x 3" FASTENING TUBE (FIELD CUT)	



REV.	DESCRIPTION	BY	DATE
A	ISSUED FOR APPROVAL	KC	29 MAR 06

DEALER: LOST CABIN CONSTRUCTORS
RAPID CITY, SD

CUSTOMER: STATE OF SOUTH DAKOTA
PIERRE, SOUTH DAKOTA

PROJECT: EQUIP. MACH. STORAGE
EDGEMOUNT, SOUTH DAKOTA

PROJECT ID: DSN 2364

ORDER ID: 74181

THIS DRAWING IS PROPERTY OF COVER-ALL BUILDING SYSTEMS INC. ANY REPRODUCTION IN WHOLE OR IN PART WITHOUT THE EXPRESSED WRITTEN CONSENT OF COVER-ALL BUILDING SYSTEMS INC. IS PROHIBITED.

DRAWN BY: K CHUTE DATE: 29 MAR 06

CHECKED BY: DB DATE: 29 MAR 06

SCALE: N.T.S.

COVER-ALL

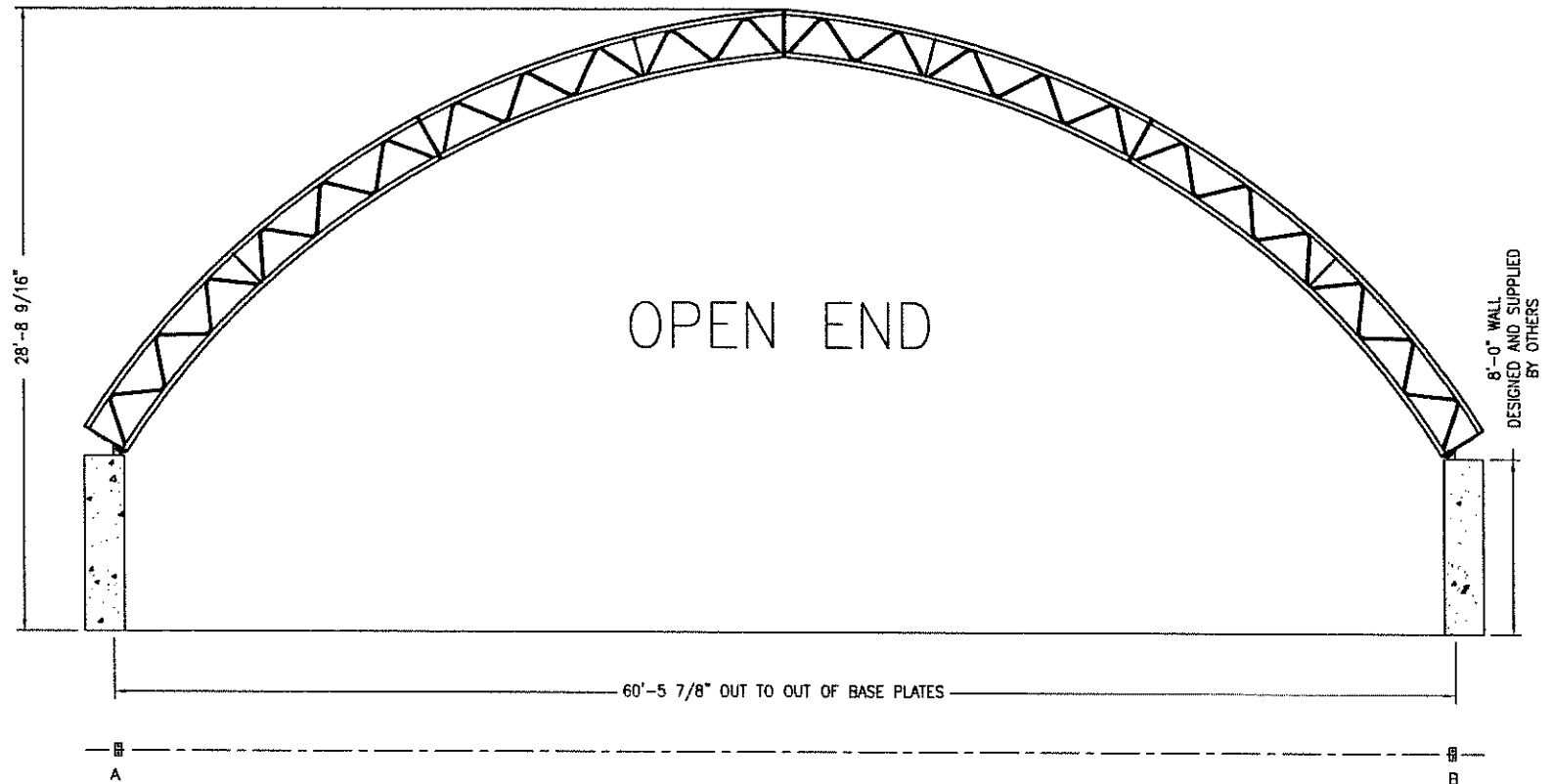
BUILDING SYSTEMS

3815 WAHUSKEWIN RD., SASKATOON, SASKATCHEWAN, S7P 1A4
PH: 1-308-857-2888 FAX: 1-308-857-2717
WEBSITE: www.coverall.net

TITLE: ENDWALL - GRIDLINE 1

SHEET: F807

REVISION: A

[illegible]

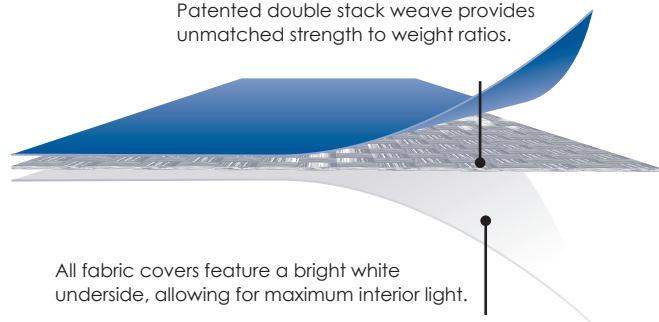
FABRIC COVERS

STANDARD, FIRE RETARDANT (FR), PVC & ELITE

Norseman Structures' high performance fabric uses unique technology giving it tremendous strength and durability.

Covers are manufactured from polyethylene fabric which is created using a layer of woven tapes (scrim). It is then coated with a specialized 4 or 6 mil thick protective layer front and back, that helps avoid scuffing and UV damage. This combination provides a cover with increased protection against abrasion during fabrication, installation and everyday use for years to come. In addition, covers have tremendous rip, tear and puncture resistance.

Patented double stack weave provides unmatched strength to weight ratios.



All fabric covers feature a bright white underside, allowing for maximum interior light.

FABRIC CLADDING FEATURES

BRIGHT INTERIOR ATMOSPHERE

- Fabric covers provide a building with a bright atmosphere.
- The high light transmission (up to 20.9%) allows sunlight to filter through the fabric reducing or often eliminating the need for artificial lighting during the day resulting in energy savings.
- If natural light is not desired, blackout fabric is also available.
- The unique composition ensures fabric remains pliable and resistant to ultraviolet damage.
- The fabric's properties ensure buildings are warmer in the winter and cooler in the summer.

SAFE & ENVIRONMENTALLY FRIENDLY

- No toxic chemicals are used in the production of Norseman Structures' high performance fabric.
- Standard and FR (fire retardant) covers are available with a pro-rated warranty up to 20 years, with Elite fabric providing 25 years. Warranty details can be found in the Norseman Structures Owners Manual shipped with your building.
- 400 Series (RU & FR) & Elite Fabric are Cradle to Cradle Certified™ Products Program which is a globally recognized protocol for making products with a positive impact on people and the planet.

OPTIONAL COVER MATERIALS

FIRE RETARDANT (FR) FABRIC

We recognize that some building projects may require Fire Retardant fabric and have made this option available. Laboratory testing confirms Norseman Structures' high performance fabric is "self extinguishing" which often eliminates a flame instead of adding fuel as many building materials would.

BENEFITS OF FR FABRIC:

- Allows replacement of fabric covers only following a fire incident - conventional buildings may be a total loss.
- Adheres to stringent building codes required for many projects.
- Reduces flame spread to other buildings.
- Increases building escape time in case of fire.
- Increases opportunity for fire and protective services to extinguish the fire.

ELITE FABRIC (WHITE ONLY)

The Elite fabric has a 4 mil coating with an added high strength film laminated to the outside giving it a smoother finish and added UV protection. The Elite fabric is available in both FR and NonFR.

BENEFITS OF ELITE FABRIC

- Added UV protection
- Abrasion resistance – can be used with laminated layer on the inside for highly corrosive environments
- Increased seal to the elements resulting in a 'self-cleaning' element to the material
- Increased snow shed effectiveness
- First structure membrane fabric in the world to be Cradle to Cradle Certified™

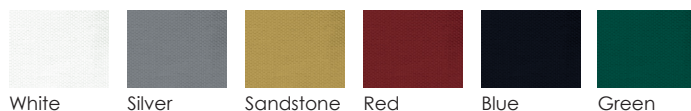
PVC FABRIC

Depending on your specific requirements, Norseman Structures can also provide a large selection of PVC fabrics. They are available in a variety of weights, colors, translucencies and topcoats.

Your building consultant will help you determine which cover fabric is right for your application.

WIDE COLOR SELECTION (SOME RESTRICTIONS APPLY)

STANDARD COLOURS



FIRE RETARDANT COLOURS



NORSEMANSTRUCTURES.COM



**NORSEMAN
STRUCTURES**

Fiercely Reliable™

STANDARD & FIRE RETARDANT (FR) PROPERTIES

NON-FR MATERIAL

TYPE	400 SERIES		460 SERIES (COLOR ONLY)		ELITE SERIES (WHITE ONLY)	
Parameters	Imperial Data (warp/weft)	Metric Data (warp/weft)	Imperial Data (warp/weft)	Metric Data (warp/weft)	Imperial Data (warp/weft)	Metric Data (warp/weft)
Weight (oz/yd2)	12	407 g/m2	13.5	457 g/m2	13.5	457 g/m2
Coating	4 mil	95g/m2 each side	4 mil inside 6 mil outside	95 g/m2 inside 142 g/m2 outside	4 mil each side + a PE Film outside	95g/m2 each side + a PE Film outside
Strength Properties:						
Tensile Strength Grab Tensile (lb.)	370 lb /345 lb	1664 N / 1532 N	470 lb /400 lb	2091 N / 1779 N	460 lb /410 lb	2046 N / 1824 N
Tensile Strength 2" Strip Tensile (lb/in)	245lb/in / 235lb/in	2178 N/5cm / 2086 N/5cm	280 lb/ 245 lb	2452 N/5cm / 2145 N/5cm	275 lb/ 260 lb	2408 N/5cm / 2277 N/5cm
Tear Strength Tongue Tear (lb/in)	110 lb/ 100 lb	488 N / 444 N	95 lb/ 80 lb	423 N / 356 N	85 lb/ 78 lb	378 N / 347 N
Trapezoidal Tear (lb)	90 lb / 90 lb	400 N / 400 N	80 lb / 80lb	356 N / 356 N	90 lb / 85 lb	400 N / 378 N
Cold Crack - Low Temp Bend (°C)	-76°F	-60°C	-76°F	-60°C	-85°F	-65°C
Accelerated UV Weathering (after 2,000 hrs)	> 90% retention	> 90% retention	> 90% retention	> 90% retention	> 90% retention	> 90% retention
Pro-Rated Warranty	20 Years	20 Years	20 Years	20 Years	25 Years	25 Years

FR MATERIAL

TYPE	400 SERIES		460 SERIES (COLOR ONLY)		ELITE SERIES (WHITE ONLY)	
Parameters	Imperial Data (warp/weft)	Metric Data (warp/weft)	Imperial Data (warp/weft)	Metric Data (warp/weft)	Imperial Data (warp/weft)	Metric Data (warp/weft)
Weight (oz/yd2)	12	407 g/m2	13.5	457 g/m2	13.5	457 g/m2
Coating	4 mil	95g/m2 each side	4 mil inside 6 mil outside	95g/m2 inside 142g/m2 outside	4mil inside/outside + a PE Film outside	95g/m2 each side + a PE Film outside
Strength Properties:						
Tensile Strength Grab Tensile (lb)	340 lb / 345 lb	1512 N / 1535 N	470 lb /400 lb	2091 N / 1779 N	460 lb / 410 lb	2046 N / 1824 N
Tensile Strength 2" Strip Tensile (lb/in)	245lb/in / 235lb/in	2145 N/5cm / 2058 N/5cm	280 lb / 245 lb	2452 N/5cm / 2145 N/5cm	275 lb / 260 lb	2408 N/5cm / 2277 N/5cm
Tear Strength Tongue Tear (lb/in)	110 lb / 100 lb	489 N / 445 N	95 lb / 80 lb	423 N / 356 N	85 lb / 78 lb	378 N / 347 N
Trapezoidal Tear (lb)	90 lb / 90lb	400 N / 400 N	80 lb / 80lb	356 N / 356 N	90 lb / 85lb	400 N / 378 N
Cold Crack - Low Temp Bend (°C)	-76°F	-60°C	-60°C	-76°F	-85°C	-65°C
Accelerated UV Weathering (after 2,000 hrs)	> 90% retention	> 90% retention	> 90% retention	> 90% retention	> 90% retention	> 90% retention
FR Properties:						
CAN/ULC S109-14 (small & large scale)	✓	✓	Testing in Progress	Testing in Progress	✓	✓
CAN/ULC S102.2	✓	✓	Testing in Progress	Testing in Progress	✓	✓
NFPA 701 (Method 1 & 2)	✓	✓	Testing in Progress	Testing in Progress	✓	✓
ASTM E84 (Class A)	✓	✓	✓	✓	✓	✓
California Fire Marshal	✓	✓	✓	✓		
Pro-Rated Warranty	20 Years	20 Years	20 Years	20 Years	25 Years	25 Years



NORSEMAN
STRUCTURES

Fiercely Reliable™

RU88X-6 400

MEMBRANE STRUCTURE FABRIC WITH ARMORKOTE™

DESCRIPTION

NovaShield® RU88X-6 400 is a heavyweight fabric for applications requiring UV stability, such as membrane structures and alternate daily landfill covers. The scrim is produced in a special weaving pattern to enhance flatness, abrasion resistance, and tear properties. The proprietary coating is used to enhance abrasion resistance, flex resistance, seam strength, UV resistance and longevity.

FABRIC SPECIFICATIONS

Weave: Woven clear HDPE scrim
Coating: LDPE, 4 mil average each side (95 g/m²/side)
Color: Natural (clear), white, blue, green, red, beige and other colors available upon request
Weight: 12 oz/yd² (407g/m²) +/- 5 %
Thickness: 23 mil (0.59 mm) ASTM D1777

ROLL SPECIFICATIONS

Cores: 4 inch I.D. or 5 inch I.D. available
Width: Up to 144 inches (-0, +0.5) as ordered
Length: Minimum 250 yds/roll; up to 1000 yds/roll

These values are typical data and are not intended as limiting specifications.



intertape polymer group®

100 Paramount Drive, Suite 300 | Sarasota, FL 34232 | USA
Customer Service: 800.565.2000
www.itape.com | info@itape.com

While we believe them to be reliable, the statements and information herein are only for general guidance and are not warrants or guarantees for accuracy and completeness. The user must, by test or otherwise, determine suitability for this purpose. There is no warranty of fitness for a particular purpose. Our standard term and conditions of sale apply exclusively to all orders, and all liability for damages of any kind, including consequential, exceeding purchase price is excluded. No one is authorized by us to make oral warranties. We reserve the right to make changes without notice or obligation in our products and publications.

EFFECTIVE: 3/16

INTERTAPE POLYMER GROUP® TECHNICAL DATA SHEET

PERFORMANCE PROPERTIES

The following data are typical values based on ASTM standard tests. This data should not be considered specification.

Grab Tensile ASTM D5034	Warp 370 lb 1664 N / Weft 345 lb 1532 N
Strip Tensile (N/5cm) ASTM D5035	Warp 250 lb/in (2220)/Weft 235 lb/in (2086)
Tongue Tear ASTM D2261	Warp 110 lb 488 N / Weft 100 lb 444 N
Trapezoidal Tear ASTM D4533	Warp 100 lb 444 N / Weft 90 lb 400 N
Mullen Burst ASTM D3786	650 psi / 4428 kPa
Accelerated UV Weathering¹ ASTM G154	>90 % strength retention after 2000 hrs exposure @ 0.77 W/m ² /nm, or 1200 hrs exposure @ 1.35 W/m ² /nm
Accelerated Natural Weathering ASTM G90	>80 % strength retention after 5 Florida Standard Years ²
Low Temperature Bend ASTM D2136	-60°C

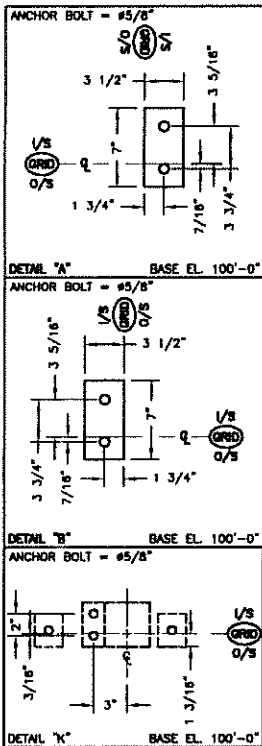
¹ Q.U.V [A-340 Lamps]; 8 hrs UV @ 60°C; 4hrs condensation @ 50°C ² 1333 MJ

FR PERFORMANCE

This product meets the requirements of ASTM E84-00a (Class 1).



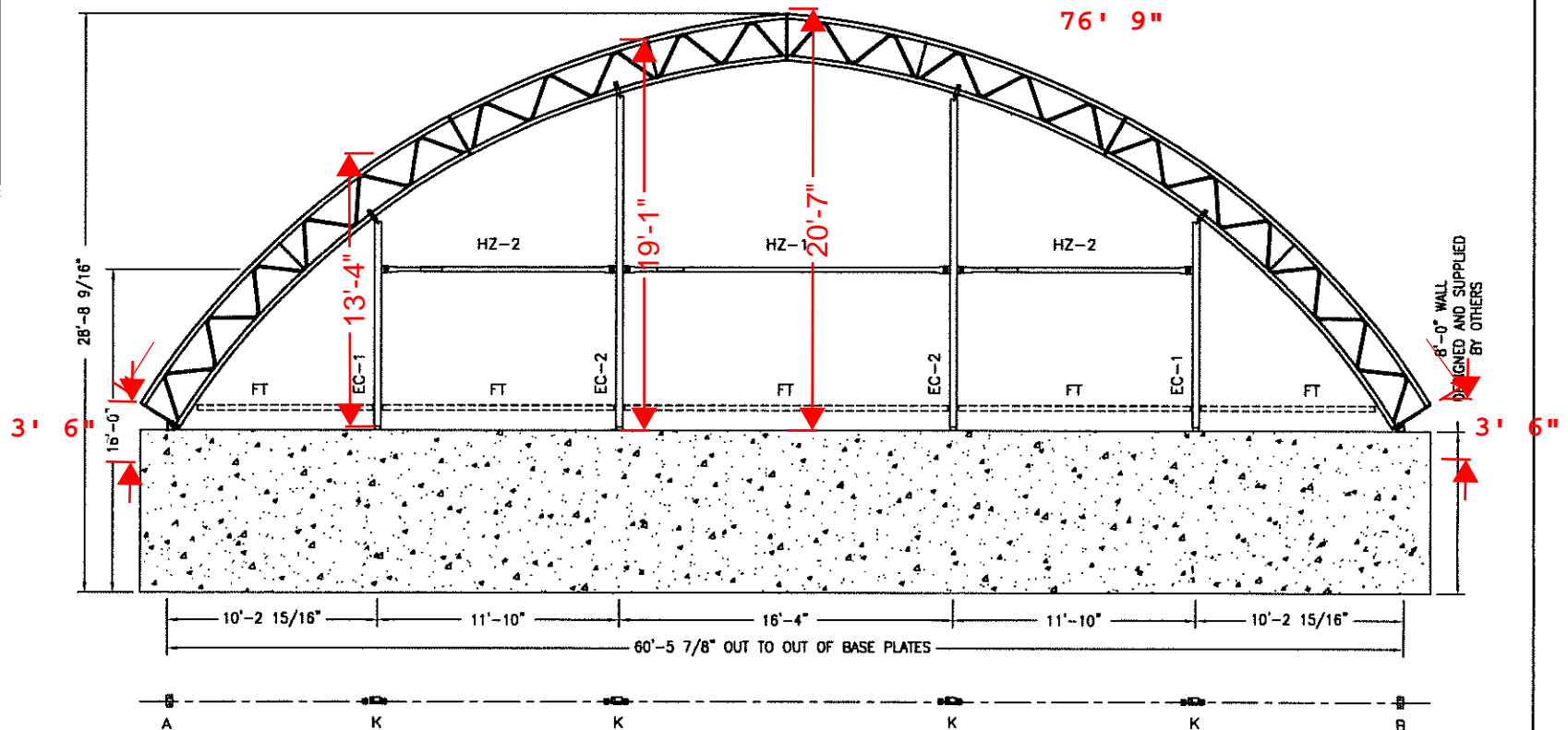
NovaShield®
BRAND



Existing measurements verified 5-9-2024 Rich Quinn

MARK#	COMPONENTS	WEIGHT
EC-2	HSS4x4x11GA-198	104.57
EC-1	HSS4x4x11GA-122	64.43
HZ-1	330550 + 32000065	41.32
HZ-2	330550 + 32000050	29.56
FT	2" x 3" FASTENING TUBE (FIELD CUT)	

Over the top
end of truss to end of truss
76' 9"



REV.	DESCRIPTION	BY	DATE
A	ISSUED FOR APPROVAL	JS	11 OCT 06

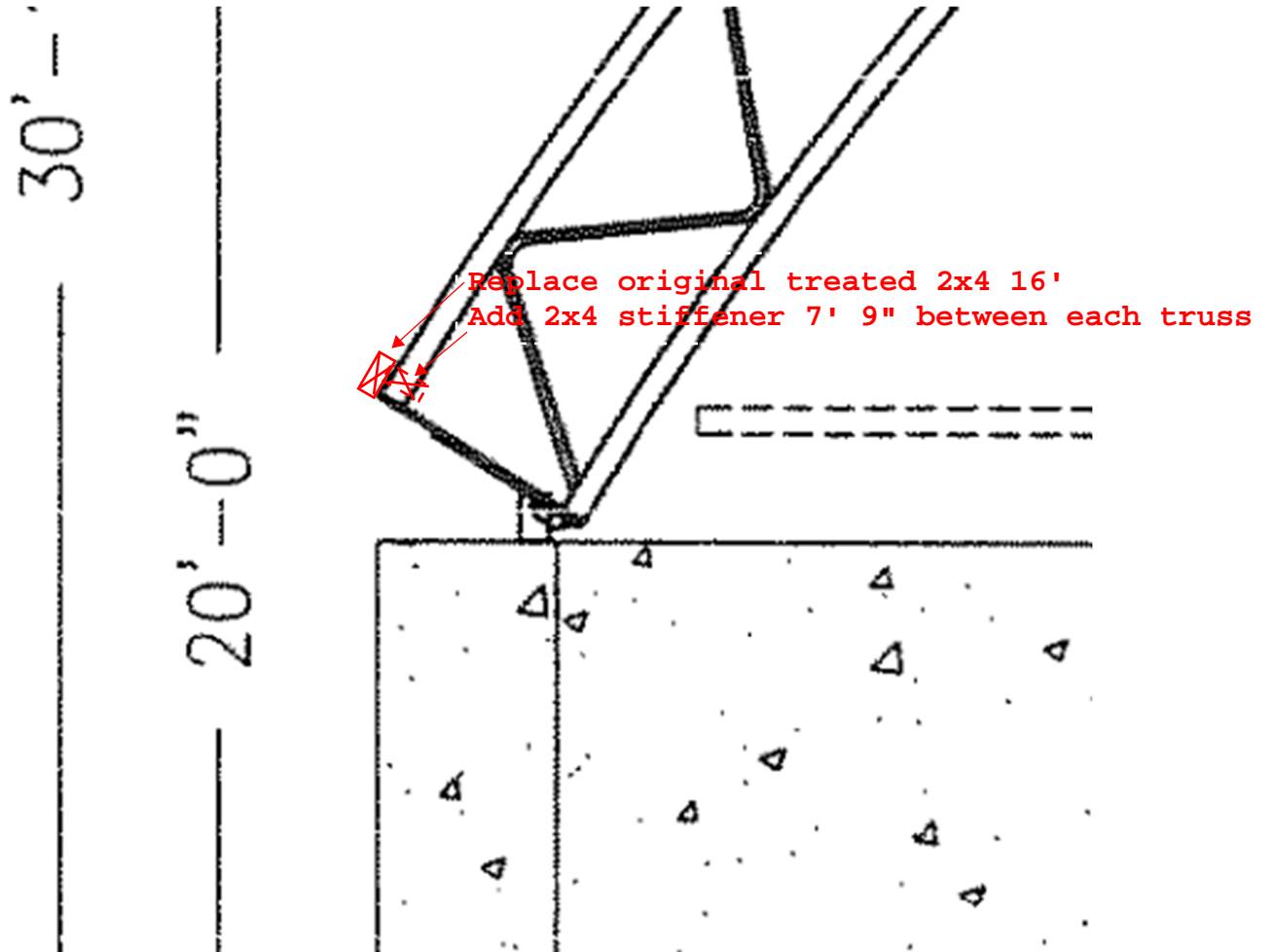
DEALER:	LOST CABIN CONSTRUCTORS RAPID CITY, SD
CUSTOMER:	STATE OF SOUTH DAKOTA PIERRE, SD
PROJECT:	EQUIP. MACH. STORAGE BUFFALO, SD
PROJECT ID:	ORDER ID:
	77534

THIS DRAWING IS PROPERTY OF COVER-ALL BUILDING SYSTEMS INC. ANY REPRODUCTION IN WHOLE OR IN PART WITHOUT THE EXPRESSED WRITTEN CONSENT OF COVER-ALL BUILDING SYSTEMS INC. IS PROHIBITED.	
DRAWN BY: J SOULIER	DATE: 11 OCT 06
CHECKED BY: KC	DATE: 11 OCT 06
SCALE:	N.T.S.

COVER-ALL	
BUILDING SYSTEMS	
3815 WAHLBERG RD., SASKATOON, SASKATCHEWAN, S7N 1A4 PH: 1-308-957-2808 FAX: 1-308-957-2717 WEBSITE: www.coverall.net	
TITLE: ENDWALL - GRIDLINE 1	SHEET FB07
REVISION A	

Hot Springs Salt Storage building repair project

2X treated lumber wear detail:





oft Word Document
son Quinn
d: 5/29/2025 9:40 AM

