

Department of Transportation

Mitchell Region Office

PO Box 1206
Mitchell, SD 57301-7206 605/995-8129
FAX: 605/995-8135

April 18, 2007

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

RE: 029 N-291, Union County - PCN I0NR
Ditch Reshaping & Erosion Control along I29N just north of SD46

Dear Mrs. Hansen:

Enclosed is a Contract Proposal and plans for the above referenced project that is being let to contract by the informal bidding procedure in the Mitchell Region on **May 11, 2007**.

We have sent a proposal to the DBE/WBE Contractors listed below:

Dixie Veurink Trucking

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

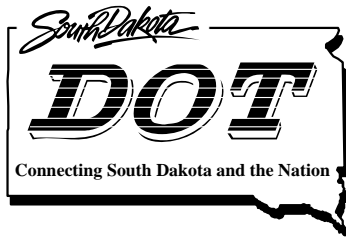
Very truly yours,

DEPARTMENT OF TRANSPORTATION

Thomas L. Week
Region Engineer

Monte D. Rice
Region Design Engineer

cc: Fuller - Operations
Peterson/Gall/Putnam - Yankton Area



Department of Transportation

Mitchell Region Office

PO Box 1206
Mitchell, SD 57301-7206 605/995-8129
FAX: 605/995-8135

April 18, 2007

TO: Interested Bidders

RE: 029 N-291, Union County - PCN I0NR
Ditch Reshaping & Erosion Control along I29N just north of SD46

The South Dakota Department of Transportation (SDDOT) desires to solicit bids for Ditch Reshaping & Erosion Control along I29N just north of SD46. Refer to the enclosed plans for location and details of the work to be done.

A Contract Proposal (DOT 123) form, a Participation by Minority Contractors 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.

If you submit a bid for these projects, 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. Except for the lowest bidder on the project, all guarantees will be returned immediately following the receipt and checking of all bids.

At the time of execution of the contract, the successful bidder shall furnish a performance bond in a sum equal to the full amount of the contract. The performance bond must be written by South Dakota Resident Agents or be counter signed by South Dakota Resident Agents. If a cash performance bond is provided, it 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.

All bid proposals must be returned in the enclosed self-addressed envelope to Thomas L. Week, Region Engineer, Post Office Box 1206, Mitchell, South Dakota 57301-7206 before **1:30 P.M. on Friday, May 11, 2007.**

Proposal and Plans (and Addenda, when applicable) can be accessed at the following link: http://www.sddot.com/pe/projdev/bidlet_lettings_regional.asp. It is the Contractor's responsibility to obtain any addenda pertaining to this contract prior to submitting a bid. Addenda, if and when applicable to this contract, will be posted on this website with the contract.

Questions regarding the plans and/or proposal should be directed to:

Ron Peterson (Ext. 13) or Rodney Gall (Ext. 14) at 605 668-2931 or Monte Rice at 605-995-8129.

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
Thomas L. Week
Region Engineer

Monte D. Rice
Region Design Engineer

cc: Fuller - Operations
Hansen - Civil Rights
Reiss - Planning & Programs
Peterson/Gall/Putnam - Yankton Area
Dahme - Materials

**SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION
CONTRACT PROPOSAL**

DOT-123
(4/05)
1 of 1

CODE	PROJECT			MAINT UNIT	CONTROL REFERENCE	AFE	FUNCTION	BEGIN MRM	END MRM	
	PRE	ROUTE	AGR							
		029 N		291			IONR	2290	47.3	48.2

CITY AND/OR COUNTY: Lincoln County

BUDGET SOURCE: Contract Maintenance

FINALS ENGINEER REVIEW REQUIRED: YES NO
 REGION MATERIALS CERTIFICATION REQUIRED: YES NO
 CERTIFIED INSPECTORS/TESTERS REQUIRED: YES NO
 TO BE INSTALLED ON CM&P: YES NO

TYPE, PURPOSE AND LOCATION OF WORK: Ditch Reshaping & Erosion Control along I29N from SD46 north.

ESTIMATE OF QUANTITIES AND COST

BID ITEM NUMBER	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
009E0010	Mobilization	Lump Sum	LS	Lump Sum	
120E0010	Unclassified Excavation	2840	CuYd		
230E0010	Placing Topsoil	1403	CuYd		
250E0020	Incidental Work, Grading	Lump Sum	LS	Lump Sum	
634E0100	Traffic Control	499	Unit		
634E0120	Traffic Control Miscellaneous	Lump Sum	LS	Lump Sum	
730E0251	Special Permanent Seed Mixture 1	63	Lb		
731E0100	Fertilizing	240	Lb		
732E0100	Mulching	2	Ton		
734E0101	Type 3 Erosion Control Blanket	4310	SqYd		
734E0131	Type 2 Turf Reinforcement Mat	1900	SqYd		
734E0131	Type 3 Turf Reinforcement Mat	1331	SqYd		
734E0510	Shaping for Erosion Control Blanket	4928	Ft		
TOTAL					

CONTRACTOR'S PROPOSAL STATEMENT

The undersigned does hereby agree to furnish the labor and/or material in the quantities, at the unit price, for the purpose, in the place and in accordance with attached provisions upon approval of this Proposal by the State Transportation Commission. This document becomes the Contract when signed by the Contractor and a Department of Transportation Representative. The Contractor agrees to provide services in compliance with the Americans with Disabilities Act of 1990. The Contractor agrees to provide a certificate of insurance prior to commencing work, for liability coverage for the duration of the work as per the current edition of the SDDOT Standard Specifications for Roads and Bridges.

PROPOSED START DATE _____ COMPLETION DATE _____

SUBSCRIBED AND SWORN TO BEFORE ME THE _____ SIGNATURE _____
 _____ DAY OF _____, 20__ COMPANY _____
 _____ ADDRESS _____

NOTARY - My Commission Expires _____ FEDERAL TAX ID NUMBER _____

RECOMMENDED FOR APPROVAL: _____
 _____ CONSTRUCTION/MAINTENANCE ENGINEER _____ DATE _____

REGION ENGINEER _____ DATE _____ DIRECTOR OF OPERATIONS _____ DATE _____

APPROVED FOR THE TRANSPORTATION COMMISSION
 NAME _____ TITLE _____ DATE _____

APPROVED as per Federal Highway Stewardship Provisions this _____ day of _____, 20__.

PROJECT DEVELOPMENT ENGINEER _____

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

Utilization of Minority Business Enterprises Clauses

PROJECT: 029 N-291

PCN 10NR

COUNTY: LINCOLN

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: **029 N-291**

PCN 10NR

COUNTY: **LINCOLN**

(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 _____)

State of _____) :SS

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)

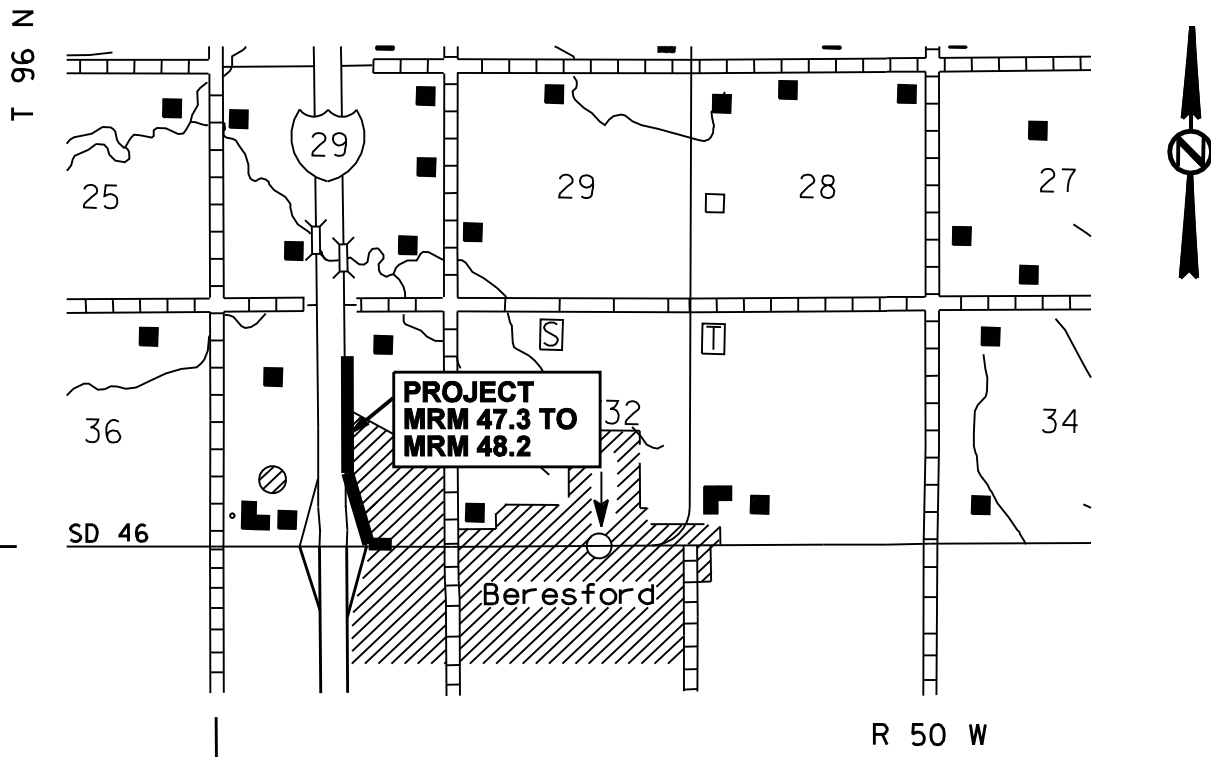
By _____

Title _____

**SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
MITCHELL REGION**

**PROPOSAL FOR
PROJECT 029 N-291
LINCOLN COUNTY**

**DITCH RESHAPING AND EROSION CONTROL
PCN 10NR**



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.

* * * *

REV. 3/2007

PROJECT: **029 N-291**

PCN **IONR**

COUNTY: **LINCOLN**

TYPE OF WORK: **DITCH RESHAPING & EROSION CONTROL**

THE FOLLOWING ITEMS ARE INCLUDED IN THIS PROPOSAL FORM:

Excerpts from Administrative Rules Regarding Differing Site Conditions, Provided for Informational Purposes, dated June 10, 1997.

Special Provision Regarding Storm Water Discharge, dated 09/10/03.

Special Provision for Burner Fuel for Asphalt Concrete Pavement, dated 5/9/06.

Special Provision for Temporary Works, dated 10/6/05.

Special Provision for Fuel Cost Adjustment, dated 7/13/06.

Special Provision for Suspension of Work, dated 2/13/04

Standard Title VI Assurance, dated 1/15/04.

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 10/1/99.

South Dakota Department of Transportation Highway-Heavy Minimum Construction Wage Rates, State Funded Contracts \$100,000.00 or more, as awarded, Let after 9/30/05.

Supplemental Specification for Errata, dated 11/15/06.

Supplemental Specification to Standard Specifications for Roads and Bridges, dated 3/21/07.

Special Provision Regarding Price Schedule for Miscellaneous Items, dated 10/19/05.

Plans for Project – Sheets 1 through 48

* * * *

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**EXCERPTS FROM ADMINISTRATIVE RULES REGARDING
DIFFERING SITE CONDITIONS PROVIDED FOR INFORMATIONAL PURPOSES**

June 10, 1997

70:01:05.01:01. Definitions. Words used in this chapter have the following meaning.

(6) "Differing site condition," a subsurface or latent physical condition encountered on the project which differs materially from that indicated in the contract or an unknown physical condition of an unusual nature which differs materially from that ordinarily encountered and generally recognized as inherent in the work provided for in the contract.

70:01:05.01:02. Examination of plans, specifications, special provisions, and site of work. The bidder shall examine the project site, proposal, plans, specifications, supplemental specifications, special provisions, and contract form for the work contemplated. The submission of a proposal is considered conclusive evidence that the bidder has investigated the conditions to be encountered, the character, quality, and quantities of work to be performed, and the materials to be furnished, according to all contract documents.

The Department is not contractually bound by any statement or representation concerning conditions made by any of its employees or agents prior to the execution of the contract, unless they are included in the proposal form, plans, specifications, supplemental specifications, special provisions, or related contract documents.

Boring logs and other records of subsurface investigations are available for inspection by bidders. Such information was obtained for and is intended for state design and estimating purposes. The Department does not guarantee the accuracy of the information. It is made available in order that all bidders may have access to identical subsurface information available to the Department. It is not intended as a substitute for personal investigation, interpretations or judgment of the bidders.

A bidder shall request any explanation he desires regarding the meaning or interpretation of the proposal form, plans, and specifications in sufficient time to allow a reply to reach all bidders before submission of their bid proposal. The Department shall make an interpretation in the form of an addendum to the proposal form and shall furnish it to all prospective bidders by certified letter, or return receipt by FAX, before the time set for opening of proposals. Oral explanations or instructions given before the award of the contract are not binding on the Department.

70:01:05.01:02.01. Differing site conditions. If a differing site condition is encountered at the project by the Department during the progress of the work, the engineer shall immediately notify the contractor in writing of the specific differing condition before it is disturbed and before affected work is performed. If a differing site condition is encountered at the project by the contractor, the contractor shall immediately notify the engineer in writing of the specific differing condition before it is disturbed and before affected work is performed.

After discovering a differing site condition and notifying the contractor or after being notified by the contractor of a differing site condition, the engineer shall investigate the condition. If the engineer determines that the condition materially differs and causes an increase or decrease in the cost or time required for the performance of any work under the contract, the engineer shall make an adjustment, excluding loss of anticipated profits, and modify the contract in writing accordingly. The engineer shall notify the contractor of his determination whether or not an adjustment of the contract is warranted.

A contract adjustment which results in a benefit to the contractor may not be allowed unless the contractor has provided the required written notice.

A contract adjustment may not be allowed under this section for any effects caused on unchanged work.

This section does not apply to material sources shown on the plans and as defined in Section 6 of the Standard Specifications for Roads and Bridges, most recent edition.

* * * *

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION
REGARDING
STORM WATER DISCHARGE**

SEPTEMBER 10, 2003

In compliance with the provisions of the South Dakota Water Pollution Control Act, the State of South Dakota has been issued Permit No. SDR10####
“AUTHORIZATION TO DISCHARGE UNDER THE SURFACE WATER DISCHARGE SYSTEM”. This permit authorizes the discharge of storm water in accordance with the conditions and requirements set forth in the permit (copy attached).

The Contractor, by signing and submitting his bid or proposal, certifies the following:

“I certify under penalty of law that I understand the terms and conditions of the General Permit For Storm Water Discharges Associated With Construction Activities that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of the certification.”

Note – This page will be replaced with a copy containing the assigned permit number once coverage is authorized.

**SOUTH DAKOTA DEPARTMENT OF ENVIRONMENT AND NATURAL
RESOURCES
JOE FOSS BUILDING
523 EAST CAPITOL AVENUE
PIERRE, SOUTH DAKOTA 57501-3181**

**GENERAL PERMIT FOR STORM WATER DISCHARGES
ASSOCIATED WITH CONSTRUCTION ACTIVITIES**

**AUTHORIZATION TO DISCHARGE UNDER THE
SURFACE WATER DISCHARGE SYSTEM**

In compliance with the provisions of the South Dakota Water Pollution Control Act and the Administrative Rules of South Dakota (ARSD) Chapters 74:52:01 through 74:52:11, operators of storm water discharges from **construction** activities, located in the State of South Dakota are authorized to discharge in accordance with the conditions and requirements set forth herein.

This permit shall become effective on **July 1, 2002**.

This permit and the authorization to discharge shall expire at midnight, **June 30, 2007**.

Signed this **26th** day of **June, 2002**



Authorized Permitting Official

Steven M. Pirner
Secretary
Department of Environment and Natural Resources

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1.0 DEFINITIONS

1. **“Best Management Practices” (“BMPs”)** means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants to waters of the state. BMPs also include treatment requirements, operating procedures, and practices to control construction site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.
2. **“Control Measures”** as used in this permit, refers to any Best Management Practice or other method used to prevent or reduce the discharge of pollutants to waters of the state.
3. **“Final Stabilization”** means that either:
 - a. all soil disturbing activities at the site have been completed and a uniform perennial vegetative cover with a density of 70% of the native cover for unpaved areas and areas not covered by permanent structures has been established, or equivalent permanent stabilization measures (such as the use of riprap, gabions, or geotextiles) have been employed; or
 - b. for individual lots in residential construction, that either: **1)** the permittee has completed final stabilization as specified in part (a) above, or **2)** the permittee has established temporary stabilization for an individual lot before the property owner assumes operational control of the property and the permittee informs the property owner of the need for, and benefits of, final stabilization; or
 - c. for construction projects on land used for agricultural purposes, final stabilization may be accomplished by returning the disturbed land to its pre-construction agricultural use. Areas disturbed that were not previously used for agricultural activities, such as buffer strips immediately adjacent to “waters of the state,” and areas which are not being returned to their pre-construction agricultural use must meet the final stabilization criteria in (a) or (b) above.
4. A **“Larger Common Plan of Development or Sale”** means a contiguous area where multiple separate and distinct construction activities are planned to occur at different times on different schedules under one plan.
5. **“Municipality”** means a city, town, county, district, sanitary district, or other public body created by or under state law with jurisdiction over the disposal of sewage, industrial wastes, or other wastes.
6. **“NOI”** means Notice of Intent to be covered by this permit (See Attachment A of this permit.)
7. **“NOT”** means Notice of Termination (See Attachment B of this permit).

8. **“Operator”** means the owner, party, person, general contractor, corporation, or other entity that has operational control over a construction project. The operator is responsible for ensuring compliance with all conditions of the permit and with development and implementation of the “storm water pollution prevention plan”.
9. **“Point Source”** means any discernible, confined, and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which pollutants are or may be discharged. This term does not include return flows from irrigated agriculture or agricultural storm water runoff.
10. **“Pollutant”** is defined at ARSD § 74:52:01:35. A partial listing from this definition includes: dredged spoil, solid waste, sewage, garbage, sewage sludge, chemical wastes, biological materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, and industrial or municipal waste.
11. **“Regulated Substance”** means the compounds designated by the department under South Dakota Codified Law, §§ 23A-27-25, 34A-1-39, 34A-6-1.3(17), 34A-11-9, 34A-12-1 to 34A-12-15, inclusive, 38-20A-9, 45-6B-70, 45-6C-45, 45-6D-60, and 45-9-68, including pesticides and fertilizers regulated by the Department of Agriculture, the hazardous substances designated by the EPA pursuant to section 311 of the Federal Water Pollution Control Act Amendments of 1972, Pub.L. 92-500 as amended by the Clean Water Act of 1977, Pub.L. 95-217, the toxic pollutants designated by Congress or the EPA pursuant to section 307 of the Toxic Substances Control Act, Pub.L. 99-519, the hazardous substances designated by the EPA pursuant to section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, Pub.L. 96-510, and petroleum, petroleum substances, oil, gasoline, kerosene, fuel oil, oil sludge, oil refuse, oil mixed with other wastes, crude oils, substances or additives to be utilized in the refining or blending of crude petroleum or petroleum stock, and any other oil or petroleum substance. This term does not include sewage and sewage sludge.
12. **“Runoff Coefficient”** means the fraction of total rainfall that will appear at the conveyance as runoff.
13. **“Secretary”** means the Secretary of the Department of Environment and Natural Resources or an authorized representative.
14. **“Storm Water”**, for the purpose of this permit, means storm water runoff, snow melt runoff, or surface runoff and drainage associated with construction activity.
15. **“Storm Water Associated with Construction Activity”** means the storm water runoff from construction activities including clearing, grading, and excavating, that result in the disturbance of five or more acres of total land area or which may be part of a larger common plan of development or sale if the larger common plan will ultimately disturb five or more acres of land.

16. **“Storm Water Associated with Small Construction Activity”** means the storm water runoff from construction activities including clearing, grading, and excavating, that result in the disturbance of land equal to or greater than one acre and less than five acres, or that are part of a larger common plan of development or sale; or as defined in 40 CFR § 122.26(b)(15) as promulgated on December 8, 1999.
17. **“Storm Water Associated with Industrial Activity”** means storm water runoff, snow melt runoff, or surface runoff and drainage from industrial activities as defined in 40 CFR § 122.26(b)(14).
18. **“SWD”** means Surface Water Discharge.
19. **“SWPPP”** means Storm Water Pollution Prevention Plan.
20. **“Waters of the State”** means all waters within the jurisdiction of this state, including all streams, lakes, ponds, impounding reservoirs, marshes, watercourses, waterways, wells, springs, irrigation systems, drainage systems, and all other bodies or accumulations of water, surface and underground, natural or artificial, public or private, situated wholly or partly within or bordering upon the state, but not waste treatment systems, including treatment ponds or lagoons designed to meet the requirements of the CWA other than cooling ponds as defined in 40 C.F.R. § 423.11(m) (July 1, 1991).

2.0 COVERAGE UNDER THIS PERMIT

2.1 Permit Area

This permit shall apply to storm water discharges located within the State of South Dakota.

2.2 Discharges Covered

1. This permit shall authorize all discharges of storm water associated with construction activity within the State of South Dakota that will result in the disturbance of five or more acres of total land area and those construction site discharges designated by the Secretary as needing a storm water permit. Discharges identified under Part 2.3 are excluded from coverage.
2. Effective January 1, 2003, this permit shall authorize all discharges of storm water associated with small construction activity within the State of South Dakota.
3. This permit shall only authorize storm water construction discharges that are mixed with a storm water discharge from an industrial source, where:
 - a. the industrial source is located on the same site as the construction activity; and
 - b. storm water discharges not associated with construction activities are covered by a separate SWD general permit or individual permit.

2.3 Discharges Not Covered. The following storm water discharges from construction sites are not authorized by this permit:

1. **Post Construction Discharges.** This permit does not authorize storm water discharges that originate from the site after construction activities have been completed and final stabilization at the site is achieved. Industrial and post-construction storm water discharges may need to be covered by a separate storm water permit.
2. **Discharges Mixed with Non-Storm Water.** This permit does not authorize discharges that are mixed with sources of non-storm water, other than discharges that are identified in Part 2.2 and Part 3.1 of this permit.
3. **Section 404 Permitted Discharges.** This permit does not authorize activities regulated by a Section 404 federal Clean Water Act permit.
4. **Discharges Threatening Water Quality.** This permit does not authorize storm water discharges from construction sites that the Secretary determines will cause, or have reasonable potential to cause or contribute to, violations of water quality standards.

5. **Discharges of Regulated Substances.** This permit does not authorize the discharge of regulated substances resulting from a spill.

2.4 **Notice of Intent (NOI).** The NOI form shall be signed in accordance with Part 6.7 of this permit and shall include the following information:

1. The name, address, and telephone number of the operator filing the NOI for permit coverage;
2. An indication of whether the operator is a Federal, State, Private, or other public entity;
3. The name (or other identifier), address, county, and legal location (i.e. section, township, range) of the construction project or site;
4. Confirmation that a storm water pollution prevention plan (SWPPP) has been developed or will be developed prior to commencing construction activities (Copies of the SWPPP or the permit should not be included with the NOI submission);
5. The name of the nearest receiving water(s);
6. Estimates of the project start and completion dates, and an estimate of the number of acres of the site on which soil will be disturbed; and,
7. A brief description of the project and construction site activities.

2.5 **Obtaining Authorization.**

1. A Notice of Intent (NOI) form, included in Attachment A, must be submitted to the address indicated on the NOI form to request coverage under this general permit for storm water discharges from construction sites. This information must be submitted at least 15 days prior to when the operator commences work at the site.
2. For small construction activities already in progress prior to January 1, 2003, the operator must submit a Notice of Intent by January 1, 2003. Small construction activities commencing after January 1, 2003 must submit a NOI at least 15 days prior to when the operator begins any work at the site.
3. Upon receipt of a complete NOI, the Secretary shall make the decision to grant or deny coverage, or request additional information. A letter of authorization shall be sent to the permittee granting coverage under this permit for the storm water discharges from construction activities.
4. A copy of the Department's authorization letter shall be posted at the construction site in a prominent place for public viewing (such as alongside a building permit) from the date

construction activities are initiated until final stabilization is achieved and coverage under this permit is terminated.

5. Where a new operator is selected after the submittal of a NOI, the previous operator must submit a Notice of Termination, and the new operator must submit a new NOI.
6. Operators are not prohibited from submitting late NOIs. When a late NOI is submitted, authorization is only for discharges that occur after permit coverage is granted. The Secretary reserves the right to take appropriate enforcement actions for any unpermitted activities that may have occurred between the time construction commenced and authorization of storm water discharges is granted.

2.6 Additional Notification Facilities which are operating under approved local sediment and erosion plans, grading plans, or storm water management plans shall also submit signed copies of the NOI to the local agency approving such plans at least 15 days prior to commencing work, or sooner where required by local rules.

2.7 Terminating Coverage.

1. Permittees wishing to terminate coverage under this permit must submit a Notice of Termination (NOT) that is signed in accordance with Part 6.7 of this permit. Compliance with this permit is required until a NOT is submitted.
2. All permittees shall submit a NOT within thirty (30) days after one or more of the following conditions have been met:
 - a. All storm water discharges authorized by this permit are eliminated and final stabilization has been achieved on all portions of the site for which the permittee is responsible;
 - b. Another operator/permittee has assumed control, in accordance with Part 2.5.5, over all areas of the site that have not been finally stabilized; or
 - c. All individual lots within a residential construction project have reached final stabilization, as defined in Part 1.3.b.

3.0 SPECIAL CONDITIONS

3.1 **Non-Storm Water Discharges.** The following non-storm water discharges may be authorized by this permit provided the non-storm water component of the discharge is identified in the storm water pollution prevention plan with an explanation of pollution prevention measures to be implemented: discharges from fire fighting activities; uncontaminated ground water; and, waters used, as a best management practice, to wash vehicles or control dust.

3.2 **Unauthorized Release of Regulated Substances.** This permit does not authorize the discharge of any regulated substance listed in ARSD § 74:34:01:03, including but not limited to fertilizers, pesticides, and petroleum substances such as oil and gasoline. If a release occurs, the permittee is required to notify the Department of Environment and Natural Resources Ground Water Quality Program at (605) 773-3296 or Emergency Management at (605) 773-3231 within 24 hours of having knowledge of the discharge.

A written report of the unauthorized release of any regulated substance, including quantity discharged and the location of the discharge, must be sent to DENR within 14 days of the discharge.

The storm water pollution prevention plan must identify and address the following measures: ways to prevent the reoccurrence of such releases; the proper response to such releases if and when they do occur; and steps to prevent pollutants from contaminating storm water runoff. The plan shall be modified and changes implemented, as appropriate.

4.0 STORM WATER POLLUTION PREVENTION PLAN

4.1 **Deadlines for Plan Preparation and Compliance.** The storm water pollution prevention plan, also referred to as “the plan”, must be developed prior to the start of construction and implemented for all construction activity.

4.2 **Contents of Plan.** The plan shall include, at a minimum, the following items:

1. **Site Description.** Each plan shall provide a description of potential pollutant sources and other information as indicated below:

- a. A description of the overall project and the type of construction activity;
- b. Estimates of the total area of the site and the total area that is expected to be disturbed by excavation, grading, grubbing, or other activities during the life of the project;
- c. A description of the intended sequence of activities that disturb soils for major portions of the site;
- d. A description of the soil within the disturbed area(s);
- e. The name of the surface water(s) at or near the disturbed area that may receive discharges from the project site; and
- f. A site map indicating:
 - (1) drainage patterns and approximate slopes anticipated after major grading activities;
 - (2) areas of soil disturbance;
 - (3) location of major structural and nonstructural controls identified in the plan;
 - (4) location of areas where stabilization practices are expected to occur;
 - (5) surface waters, including an aerial extent of wetland acreage; and
 - (6) locations where storm water is discharged to surface water.

2. **Controls.** The plan shall describe for each major activity identified in the site description: **a)** appropriate control measures; **b)** when they will be implemented during the construction process; and **c)** who is responsible for implementation. The description and implementation of controls shall address the following minimum components:

a. **Erosion and Sediment Controls.**

(1) **Goals and Criteria.**

- (a) Erosion and sediment controls must retain sediment on site to the best extent practicable.

- (b) All control measures must be properly selected, installed, and maintained in accordance with the manufacturer's specifications and good engineering practices. If periodic inspections or other information indicates a control has been used inappropriately, or incorrectly, the permittee must replace or modify the control for site situations.
 - (c) If sediment escapes the construction site, off-site accumulations of sediment must be removed at a frequency sufficient to minimize offsite impacts. The plan must be modified to prevent further sedimentation off-site.
 - (d) The design capacity of sediment traps and sedimentation ponds must be included in the plan. At a minimum, sediment must be removed from sediment traps or sedimentation ponds when design capacity has been reduced by 50% or more.
 - (e) Litter, construction debris, and construction chemicals shall be properly handled to prevent contributing pollutants to storm water discharges.
 - (f) Offsite material storage areas used solely by the permitted project are considered a part of the project and shall be addressed in the pollution prevention plan.
- (2) **Stabilization Practices.** The plan shall include a description and schedule of interim and permanent stabilization practices; a record of the dates when major grading activities occur, when construction activities temporarily or permanently cease on a portion of the site, and when stabilization measures are initiated. Site plans should ensure that existing vegetation is preserved where possible and that disturbed portions of the site are stabilized. Stabilization measures shall be initiated as soon as possible, but in no case later than 14 days after the construction activity in that portion of the site has temporarily or permanently ceased. Initiation of final or temporary stabilization may exceed the 14-day limit if earth-disturbing activities will be resumed within 21 days. All other exceptions must be approved on an individual basis by the Secretary.
- (3) **Structural Practices.** The plan shall include a description of structural practices to divert flows from exposed soils, store flows, or otherwise limit runoff and the discharge of pollutants from exposed areas of the site to the degree possible. Placement of structural practices in floodplains and wetlands should be avoided to the degree possible. The installation of these devices may be subject to Section 404 of the federal Clean Water Act.
- (a) For common drainage locations, a temporary (or permanent) sediment basin providing at least 3,600 cubic feet of storage per acre drained, or equivalent control measures, shall be provided where attainable until final stabilization of the site. This requirement does not apply to flows that are either undisturbed or have undergone final stabilization, or where such flows are diverted around

both the disturbed area and the sediment basin. If the required temporary sediment basin or equivalent controls are not attainable, smaller sediment basins and/or sediment traps shall be used.

- (b) At a minimum, effective sediment controls are required for all sideslope and downslope boundaries of the construction area.
- (c) Use of a combination of sediment and erosion control measure is encouraged to achieve maximum pollutant removal.

b. Storm Water Management. The plan shall include a description of practices that will be installed during the construction process to control pollutants in storm water discharges occurring after construction operations have been completed. Such practices may include:

- (1) Storm water ponds; flow reduction by use of open vegetated swales and natural depressions; infiltration of runoff onsite; and sequential systems which combine several practices. The plan shall include an explanation of the technical basis used to select the practices to control pollution where flows exceed predevelopment levels.
- (2) Velocity dissipation devices shall be placed at discharge locations and along the length of any outfall channel to minimize erosion and protect the receiving water.

Under this permit, permittees are responsible for the installation and maintenance of storm water management measures prior to final stabilization of the site, and are not responsible for maintenance after storm water discharges associated with construction activity have been eliminated from the site and a NOT has been submitted. However, post-construction storm water BMPs that discharge pollutants from point sources once construction is completed, may in themselves, need authorization under a separate permit.

c. Other Controls.

- (1) The plan shall include a description of procedures to maintain vegetation, erosion and sediment control measures, and other protective measures identified in the site plan. This includes minimizing tracking of sediments off-site and generation of dust.
- (2) The plan shall include a description of construction and waste materials expected to be stored on-site, with updates as appropriate. The plan shall also include a description of controls to reduce pollutants from these materials including storage practices to minimize exposure of the materials to storm water, and spill prevention and response.

- d. **Approved Local Plans.** Permittees must include applicable local sediment and erosion requirements in their plan. The plan must be modified when the permittee is notified that the local requirements have changed.
3. **Maintenance.** All erosion and sediment control measures and other protective measures identified in the plan must be maintained in effective operating condition. If site inspections, required by Part 4.2.4 below, identify BMPs that are not operating effectively, maintenance shall be performed before the next anticipated storm event, or as necessary to maintain the continued effectiveness of storm water controls. If maintenance prior to the next anticipated storm event is impracticable, maintenance must be scheduled and accomplished as soon as practicable.
4. **Inspections.** The permittee shall ensure that personnel who are familiar with permit conditions and the proper installation and operation of pollution prevention measures conduct an inspection of the site at least once every seven (7) calendar days and within 24 hours of the end of a storm that is 0.5 inches or greater or a snowmelt event that causes surface erosion. Where runoff is unlikely due to winter conditions, such inspections shall be conducted at least once per month. The inspection shall include disturbed areas of the construction site that have not been finally stabilized, areas used for storage of materials, structural control measures, and locations where vehicles enter or exit the site. These areas shall be inspected for evidence of, or the potential for, pollutants entering the drainage system, and erosion and sediment control measures identified in the plan shall be observed to ensure that they are operating correctly and sediment is not tracked offsite.

A report shall be made summarizing the areas inspected, the name(s) and title(s) of personnel making the inspection, the date(s) of the inspection, major observations, and corrective actions taken. These reports shall be retained as part of the plan for at least three (3) years after the site has reached final stabilization and coverage under the permit has been terminated. Such reports shall identify any incidents of non-compliance.

Based on the results of the inspection, the plan shall be revised and implemented, in no case later than seven (7) calendar days following the inspection. Where an inspection does not identify any incidents of non-compliance, the report shall contain a certification that the site is in compliance with the plan and this permit. The report shall be signed in accordance with the signatory requirements of this permit.

4.3 **Signature and Plan Review**

1. The plan shall be signed in accordance with the signatory requirements, Part 6.7, and retained on-site for the duration of activity at the permitted location.
2. The permittee shall make plans available upon request to the Secretary, EPA, or, in the case of storm water that discharges through a municipal separate storm sewer system, to the operator of the municipal system.

3. The Secretary may notify the permittee at any time that the plan does not meet the minimum requirements of this part. This notification will identify the provisions of the permit that are not being met by the plan and identify which provisions require modifications in order to meet the minimum requirements. Within seven (7) days of notification, the permittee shall make the required changes to the plan and shall submit to the Secretary a written certification that the requested changes have been made. The Secretary may take appropriate enforcement action for the period of time the permittee was operating under a plan that did not meet the minimum requirements of this permit.
- 4.4 **Keeping Plans Current**. The permittee shall amend the plan whenever there is a change in design, construction, operation, or maintenance, which has a significant effect on the potential for the discharge of pollutants to the waters of the state. The plan shall also be amended if the plan proves to be ineffective in eliminating or significantly minimizing pollutants present in the storm water.

5.0 RETENTION OF RECORDS

1. The permittee shall retain on-site, or make readily available, a copy of the plan and DENR's letter granting coverage under this permit from the date of project initiation to the date of final stabilization.
2. The permittee shall retain copies of storm water pollution plans and all reports required by this permit, and records of all data used to complete the NOI and NOT, for a period of at least three (3) years from the date that the site is finally stabilized. This period may be extended by request of the Secretary at any time.
3. All reports and documents required by this permit shall, upon request of the Secretary, be submitted to the South Dakota Department of Environment and Natural Resources at the address below:

South Dakota Department of Environment and Natural Resources
Surface Water Quality Program
523 East Capitol Ave.
Pierre, SD 57501-3181

6.0 STANDARD PERMIT CONDITIONS

6.1 Duty to Comply.

1. The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the South Dakota Water Pollution Control Act and the federal Clean Water Act and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal. The permittee shall give the Secretary advance notice of any planned changes at the permitted facility or of an activity that may result in permit noncompliance.
2. Any person who violates a permit condition or makes any false statement, representation, or certification, may be subject to enforcement action under SDCL, Chapter 34A-2.
3. The permittee is responsible for complying with all local ordinances and requirements. Local governments may have additional or more stringent requirements than those included in this permit.

6.2 **Continuation of the Expired General Permit.** An expired general permit continues in force and effect until a new general permit is issued. Any permittee with coverage under the general permit at the time of expiration will continue to have coverage until a new general permit is issued. Upon the effective date of the new permit, the existing permit will be terminated. To obtain coverage under the new permit, a *Notice of Intent for Reauthorization* and *Certification of Applicant* must be submitted within 30 days after the issuance of the new permit.

6.3 **Need to Halt or Reduce Activity Not a defense.** It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

6.4 **Duty to Mitigate.** The permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment.

6.5 **Duty to Provide Information.** The permittee shall furnish to the Secretary, within a reasonable time, any information which the Secretary may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit. The permittee shall also furnish to the Secretary, upon request, copies of records required to be kept by this permit.

6.6 **Other Information.** When the permittee becomes aware that he or she failed to submit any relevant facts or submitted incorrect information in the NOI or in any other report to the Secretary, he or she shall promptly submit such facts or information.

6.7 Signatory Requirements. All Notices of Intent and Termination, plans, reports, certifications or information submitted to the Secretary, shall be signed and certified by the following signatory official:

1. All NOIs and NOTs shall be signed as follows:
 - a. For a corporation: by a responsible corporate officer;
 - b. For a partnership or sole proprietorship: by a general partner or the proprietor, respectively; or
 - c. For a municipality, State, Federal, or other public agency: by either a principal executive officer or ranking elected official.
2. All reports required by the permit and other information requested by the Secretary shall be signed by a person described above or by a duly authorized representative of that person. A person is a duly authorized representative only if:
 - a. The authorization is made in writing by a person described above and submitted to the Secretary. The authorization shall specify either an individual or a position having responsibility for the overall operation of the regulated facility or activity, such as the position of manager, operator, superintendent, or position of equivalent responsibility or an individual or position having overall responsibility for environmental matters for the company.
 - b. If an authorization under this section is no longer accurate because a different operator has responsibility for the overall operation of the construction site, a new letter of authorization satisfying the requirements of this section must be submitted to the Secretary prior to, or together with, any reports, information, or applications to be signed by an authorized representative.
3. The following certification statement must be included with any documents signed under this section:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

6.8 Oil and Hazardous Substance Liability. Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject under Section 311 of the Federal Clean Water Act.

- 6.9 Property Rights.** The Secretary's issuance of this permit does not convey any property rights of any sort, any exclusive privileges, any authorization to damage, injure or use any private property, any authority to invade personal rights, any authority to violate federal, state or local laws or regulations, or any taking, condemnation or use of eminent domain against any property owned by third parties. The State does not warrant that the permittee's compliance with this permit and operation under this permit will not cause damage, injury or use of private property, an invasion of personal rights, or violation of federal, state or local laws or regulations. The permittee is solely and severally liable for all damage, injury or use of private property, invasion of personal rights, infringement of federal, state or local laws and regulations, or taking or condemnation of property owned by third parties, which may result from actions taken under the permit.
- 6.10 Severability.** Any portion of this permit that is found to be void, or is challenged, shall not affect the validity of the various permit requirements that are not void or challenged.
- 6.11 Requiring an Individual Permit or an Alternative General Permit.** The Secretary may either deny coverage or require any person requesting coverage under the general permit to apply for, and obtain, an individual Surface Water Discharge permit. Cases where an individual permit may be required include the following:
1. The permittee is not in compliance with the conditions of the general permit;
 2. A change has occurred in the availability of demonstrated technologies or practices for the control or abatement of pollutants applicable to construction sites;
 3. Effluent limitation guidelines are promulgated for point sources covered by this general permit;
 4. A water quality management plan containing requirements applicable to construction sites is approved; and
 5. The discharge is a significant contributor of pollution to waters of the state or it presents a health hazard.
- 6.12 Proper Operation and Maintenance.** The permittee shall at all times properly operate and maintain all systems of treatment and control which are used to achieve compliance with the conditions of this permit. Proper operation and maintenance requires the operation of backup or auxiliary facilities or similar systems, installed by a permittee only when necessary to achieve compliance with the conditions of the permit.
- 6.13 Inspection and Entry.** The permittee shall allow the Secretary, the EPA Regional Administrator, or the operator of a municipal separate storm sewer system receiving discharges from the site, upon the presentation of credentials and other documents as may be required by law, to:

1. Enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit;
2. Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit;
3. Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and,
4. Sample or monitor at reasonable times, for the purpose of assuring permit compliance or as otherwise authorized by the South Dakota Water Pollution Control Act, any substances or parameters at any location.

6.14 Permit Actions. This permit may be modified, revoked and reissued, or terminated by the Secretary for cause. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition.

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION
FOR
BURNER FUEL
FOR ASPHALT CONCRETE PAVEMENT**

MAY 9, 2006

Delete the first sentence from the fourth paragraph of Section 320.3 B.1 from the Standard Specifications in its entirety and replace it with the following:

Burner fuel used for production of asphalt concrete shall be propane, butane, natural gas, Grade 1 fuel oil, Grade 2 fuel oil, Grade 4 fuel oil, Grade 4 (light) fuel oil, Grade 5 (light or heavy) fuel oil, or Grade 6 fuel oil.

* * * *

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION
FOR**

TEMPORARY WORKS

OCTOBER 6, 2005

Delete Section 423.1 and replace with the following:

423.1 DESCRIPTION

This work consists of the design, construction, and subsequent removal of all temporary works including, but not limited to; falsework, formwork, cofferdams, work berms and platforms, temporary traffic and stream diversions, and temporary retaining structures.

Add the following to the end of Section 423.3.A:

All temporary works in streams or wetlands are required to be covered in the Corp of Engineers 404 Permit. At the time of the preconstruction meeting, the Contractor shall submit documentation for all temporary works for the purpose of complying with the 404 Permit requirements. The documentation shall include at a minimum:

1. A written description of the proposed temporary works including types of materials to be used, how the temporary works will be installed, removed, and what portion, if any, will remain in place after construction.
2. Details showing approximate size and location of the temporary works. Details shall include at a minimum, a Plan View and a Cross-Section View of the temporary works. Details shall provide sufficient dimensions such that the approximate size of the temporary works and location of the temporary works from a known point is shown.
3. Estimated quantities of all temporary fill material below the ordinary high water elevation. If the temporary fill is to be placed in a wetland, the estimated quantity shall be the amount of wetland loss, (in acres).

If during the course of construction there is a need for additional temporary works, the documentation shall be submitted to the Engineer at that time.

The Engineer will submit the documentation to the Corp of Engineers for approval. No construction of temporary works below the ordinary high water mark or in wetlands may begin until Corp of Engineer approval is attained by the Engineer.

Delete Section 423.5 and replace with the following:

423.5 BASIS OF PAYMENT

A. Temporary Works: No payment will be made for temporary works. All costs involved in designing, constructing, and removing temporary works shall be incidental to the other bid items.

* * * * *

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION
FOR
FUEL COST ADJUSTMENT

JULY 13, 2006

Delete Section 9.12 of the Standard Specifications for Roads and Bridges and replace with the following:

General

Compensation adjustments for motor fuels and burner fuels consumed in prosecuting the contract shall be determined by the Engineer in accordance with the provisions set forth herein.

Compensation adjustments will be assessed for the cost of the motor fuels and burner fuels whenever the Current Fuel Index (CFI) is outside the range of 85 percent to 115 percent of the Base Fuel Index (BFI). Compensation adjustments for burner fuel will only be made when asphalt concrete bid items are paid for on the estimate.

The Contractor is not required to notify the Department at the time of submitting bids whether he will or will not participate in the fuel cost adjustment program. Prior to execution of the contract, the successful bidder shall submit the Fuel Adjustment Affidavit - Form DOT-208 to the Department.

Determination of whether to participate in the Fuel Adjustment program is the decision of the Prime Contractor. If the Prime Contractor decides not to participate, or if he has a fixed fuel cost for any of the fuel types, no compensation adjustments will be made for the subcontractors by the Department. The Fuel Adjustment Affidavit shall include the anticipated fuel cost of subcontractors, if the Prime Contractor chooses to participate in the fuel cost adjustment program. If compensation adjustments are made, the prime contractor shall ensure that all subcontractors including second and lower tier, are included in the adjustments in proportion to the percentage of work and anticipated fuel cost by that subcontractor.

Each week the Department will record the average wholesale price for No. 2 fuel oil (diesel), regular unleaded gasoline, and propane (LPG), Freight On Board (FOB) South Dakota terminals, as listed in the "Oil Price Information Service" (OPIS) publication.

The BFI price for motor fuels and burner fuel to be used in the contract will be the average of the recorded wholesale fuel prices for the four most recent weekly reporting periods prior to the week of the bid letting.

The CFI price for motor fuels and burner fuel to be used for each progress payment will be the average for the recorded wholesale fuel prices for the four most recent weekly reporting periods available at the time when the progress payment is prepared.

Burner fuel adjustment will use the BFI and CFI as determined for No. 2 fuel oil (diesel), except when the contractor lists the burner fuel as propane (LPG) on Form DOT-208, Fuel Adjustment Affidavit. In that case, the BFI and CFI will be as determined for propane (LPG).

Compensation adjustments will not be assessed for fuel items which the contractor has obtained a fixed fuel cost, or if the contractor elects not to participate in fuel adjustments on Form DOT-208, Fuel Adjustment Affidavit. Fixed fuel costs are defined as a fuel cost that has been set and will remain the same for the entire length of the contract.

Compensation adjustments made in accordance with these provisions may be made on progress payments without a prior approved Construction Change Order.

Fuel Cost Percentage Change

The biweekly change in fuel cost percentage will be determined by Equation 1 as follows:

Equation 1

$$Change_{(x, y, z)} = \left(\frac{CFI_{(x, y, z)} - BFI_{(x, y, z)}}{BFI_{(x, y, z)}} \right)$$

- (x) = Motor Fuel (Diesel)
- (y) = Motor Fuel (Unleaded)
- (z) = Burner Fuel

Change_(x, y, z) = Percent change in the respective fuel price compared to the Base Fuel Index Price set for the contract.

CFI_(x, y, z) = Current Fuel Index Price for the respective fuel type (\$\$).

BFI_(x, y, z) = Base Fuel Index Price for the respective fuel type (\$\$).

Contract Fuel Percentage

For the purpose of determining fuel cost adjustment, a percent of contract will be determined for Motor Fuel (Diesel), and Motor Fuel (Unleaded) based on the original contract prices. Burner Fuel will be adjusted based on the original contract prices of the plant mix asphalt concrete pavement bid items.

The percent of the contract will remain the same throughout the length of the contract. No changes to this percentage will be allowed for any reason. The sum of the individual fuel costs shall not exceed 15% of the Original Contract Cost. The percent of the contract will be determined by Equation 2 as follows:

Equation 2

$$\% \text{ Contract}_{(x, y, z)} = \left(\frac{\text{Affidavit Cost}_{(x, y, z)}}{\text{Original Contract Cost}_{(x, y, z)}} \right) \times 100$$

- (x) = Motor Fuel (Diesel)
- (y) = Motor Fuel (Unleaded)
- (z) = Burner Fuel

- % Contract_(x,y,z) = Percent of contract for each respective fuel item.
- Affidavit Cost_(x,y,z) = Cost from Fuel Adjustment Affidavit (Form DOT-208)
- Original Contract Cost_(x,y) = Total of the original contract bid cost excluding lane rental, and Part B of the bid (when A+B bidding is used), if applicable (\$\$).
- Original Contract Cost_(z) = Total original contract cost for all plant mix asphalt concrete pavement bid items combined, excluding bid items for asphalt binder, hydrated lime, sawing and sealing joints, compaction samples, etc. Only bid items measured by the Ton will be included in the calculation.

Compensation Adjustment

The compensation adjustments will be determined for Motor Fuel (diesel), Motor Fuel (Unleaded), and Burner Fuel separately. The calculation will be based on the current Engineer’s pay estimate, the percent of the contract for each of the respective fuel items, and the portion of the Current Fuel Index price that falls outside the 85 to 115 percent range of the Base Fuel Index price.

When the “Change_(x, y, z)” from Equation 1 is greater than 15%, Equation 3 will be used to determine the compensation adjustment for each item as follows:

Equation 3

$$FCA_{(x,y,z)} = \frac{\% \text{ Contract}_{(x,y,z)}}{100} \times \text{Estimate Cost}_{(x,y,z)} \times (\text{Change}_{(x,y,z)} - 0.15)$$

- (x) = Motor Fuel (Diesel)
(y) = Motor Fuel (Unleaded)
(z) = Burner Fuel
- $FCA_{(x,y,z)}$ = Fuel Cost Adjustment for the respective fuel item for the current Engineer's estimate (\$\$).
- $\% \text{ Contract}_{(x,y,z)}$ = Percent of contract for each respective fuel item (from Equation 2).
- $\text{Estimate Cost}_{(x,y)}$ = Amount to be paid on the biweekly pay estimate excluding all pay adjustments made for incentive, disincentive, price adjustments, pay factor adjustments, liquidated damages, and royalties.
- $\text{Estimate Cost}_{(z)}$ = Amount to be paid on the biweekly pay estimate for all plant mix asphalt concrete pavement bid items combined, excluding bid items for asphalt binder, hydrated lime, sawing and sealing joints, compaction samples, all pay adjustments made for incentive, disincentive, price adjustments, pay factor adjustments, liquidated damages, and royalties. Only asphalt concrete bid items measured by the Ton will be included in the calculation.
- $\text{Change}_{(x,y,z)}$ = Change in the respective fuel price compared to the Base Fuel Index price (from Equation 1).

When the "Change_(x,y,z)" from Equation 1 is less than -15%, the Equation 4 will be used to determine the compensation adjustment for each item.

Equation 4

$$FCA_{(x,y,z)} = \frac{\% \text{ Contract}_{(x,y,z)}}{100} \times \text{Estimate Cost}_{(x,y,z)} \times (\text{Change}_{(x,y,z)} + 0.15)$$

- (x) = Motor Fuel (Diesel)
(y) = Motor Fuel (Unleaded)
(z) = Burner Fuel

- $FCA_{(x,y,z)}$ = Fuel Cost Adjustment for the respective fuel item for the current Engineer's estimate (\$\$).
- $\% \text{ Contract}_{(x,y,z)}$ = Percent of contract for each respective fuel item (from Equation 2).
- $\text{Estimate Cost}_{(x,y)}$ = Amount to be paid on the biweekly pay estimate excluding all pay adjustments made for incentive, disincentive, price adjustments, pay factor adjustments, liquidated damages, and royalties.
- $\text{Estimate Cost}_{(z)}$ = Amount to be paid on the biweekly pay estimate for all plant mix asphalt concrete pavement bid items combined, excluding bid items for asphalt binder, hydrated lime, sawing and sealing joints, compaction samples, all pay adjustments made for incentive, disincentive, price adjustments, pay factor adjustments, liquidated damages and royalties. Only asphalt concrete bid items measured by the Ton will be included in the calculation.
- $\text{Change}_{(x,y,z)}$ = Change in the respective fuel price compared to the Base Fuel Index price (from Equation1).

Payment

Adjustments will be determined by the Engineer on biweekly progress payments based on when the completed work is paid for, not when the work is completed. Adjustments will be made by utilizing the following lump sum line items: Motor Fuel Cost Adjustment, Diesel; Motor Fuel Cost Adjustment, Unleaded; Burner Fuel Cost Adjustment, Propane; and Burner Fuel Cost Adjustment, Diesel.

* * * * *

For informational purposes, Form DOT-208 follows in Attachment A.

FUEL ADJUSTMENT AFFIDAVIT

Project Number _____
PCN _____
County _____

The Contractor is not required to notify the Department at the time of submitting bids whether he will or will not participate in the fuel cost adjustment program. 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, then check the box for each fuel type that has a fixed price. No adjustments in fuel price will be made for the boxes that are checked.

Diesel Unleaded Burner Fuel

If yes, provide the total dollars for each of the applicable fuels.

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.

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**

**SPECIAL PROVISION
FOR
SUSPENSION OF WORK**

FEBRUARY 13, 2004

The following shall apply when suspension of the work is ordered by the Engineer.

If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/ or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

Upon receipt, the Engineer will evaluate the contractor's request in accordance with Section 5.17 and/or Section 8.6 of the Standard Specifications. If the Engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The Contractor will be notified of the Engineer's determination whether or not an adjustment of the contract is warranted.

No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION
FOR
STANDARD TITLE VI ASSURANCE**

JANUARY 15, 2004

TITLE VI – NONDISCRIMINATION:

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 shall comply with the Regulations relative to nondiscrimination in Federally or State assisted programs of the South Dakota Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended (hereinafter referred to as the "Regulations"), incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, religion, national origin, sex, age or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (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 shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, religion, national origin, sex, age or disability.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the South Dakota Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the South Dakota Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain this information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the South Dakota Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:
 - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the South Dakota Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that, in the event of a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the South Dakota Department of Transportation to enter into such litigation to protect the interest of the State, and, in addition, the contractor may request the United States to enter such litigation to protect the interests of the United States.

* * * *

**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 1, 1999

This proposal contains the most recent minimum wage rates established by the South Dakota Transportation Commission.

If the amount of this contract, as awarded, is \$100,000.00 or more, the following provisions, as delineated in the current edition of the South Dakota Department of Transportation Labor Compliance Manual for Contractors, shall become applicable:

1. The contractor and each subcontractor shall pay his employees not less than the minimum wage established by the South Dakota Transportation Commission, a copy of which is contained in this proposal, for each job classification grouping such employees actually perform at the site of work.
2. The contractor and each subcontractor shall furnish each week in which any contract work is performed to the South Dakota Department of Transportation Labor Compliance Officer (LCO), whose address is 700 E. Broadway Ave., Pierre, SD 57501, a certified payroll of wages paid each of its employees. The payrolls submitted shall set out accurately and completely all information required by, and in a form acceptable, to the LCO as described in and according to applicable provisions of the most recent edition of the South Dakota Department of Transportation Labor Compliance Manual for Contractors.
3. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and be preserved 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. The contractor or subcontractor shall make such records available for inspection, copying, or transcription by the LCO and shall permit his or her representatives to interview employees during working hours on the job.

* * * *

**SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION
HIGHWAY-HEAVY MINIMUM CONSTRUCTION WAGE RATES**

**APPLICABLE TO STATE-FUNDED HIGHWAY PROJECTS AWARDED IN AMOUNT OF \$100,000 OR MORE
Effective on Projects Let After September 30, 2005**

See the reverse side of this document for more details
about meeting the minimum wage rate requirements.

AGENCY: SDDOT
COUNTY: Statewide
(All)

DATE: 08/26/2005

LABORERS

GROUP GL1

13.14

Air Tool Op., Common Laborer, Landscape Wrkr, Flagger, Pilot Car Driver, Trucks under 26,000GVW, Blue-top Checker, Materials Checker

GROUP GL2

15.45

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

GROUP GL3

16.85

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

GROUP GL5

19.23

Form Builder, Carpenter

GROUP GL6

18.88

Concrete Finisher, Painter, Grade Checker

POWER EQUIPMENT OPERATORS

GROUP G01

14.59

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

GROUP G02

16.16

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

17.70

Asphalt Distributor, Bull Dozer over 80 HP, Concrete Paving Finishing Machine, Backhoes/Excavators 20 tons or less, Crusher (may incl. 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

GROUP G04

18.17

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

GROUP G05

19.93

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, Certified Welder

TRUCK DRIVERS

GROUP GT1

14.20

Tandem Truck w/o trailer or pup, or single axle truck over 26,000 GVW with Trailer

GROUP GT2

16.23

Semi-Tractor & Trailer, or Tandem Truck with Pup

ELECTRICIANS

GROUP E01

19.84

Journey person- persons performing duties of electrician and not registered in an approved Apprenticeship program

Unlisted classifications needed for work not included within the scope of those listed may be added after award by making application to the Office of Labor Compliance, 700 E Broadway, Pierre, SD 57501-2586, Telephone (605) 773-3795. Contractors are responsible for requesting additional classifications.

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

**SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION
HIGHWAY-HEAVY MINIMUM CONSTRUCTION WAGE RATES
Effective on Projects Let After September 30, 2005**

In practice, the wage rate is made up of two interchangeable components; the basic hourly wage and “bona fide” fringe benefits. These two components may be paid in cash and in any combination thereof. If fringe benefit contributions are credited towards fulfilling the basic hourly rate requirement in the wage determination, at least the basic hourly rate listed in the contract wage determination must be used in computing overtime pay obligations.

NOTE: If you are applying your “bona fide” fringe benefits towards meeting SDDOT’s minimum wage rates, the hourly cash credit value must be determined for each employee every week (unless prior approval of another method is obtained from the SDDOT Labor Compliance Officer) and the credit amounts must be provided on your Certified Payroll Report for each employee. The hourly credit value may be different for every employee each week, depending on the total number of hours worked each week and/or if the contribution paid by the employer is not the same for every employee. In determining the hourly cash equivalent credit for fringe benefit payments, the period of time to be used is the period covered by the contribution. It is imperative that the total hours worked by employees be used as a divisor to determine the rate of contribution per hour since employees may work on both Davis-Bacon covered work and non-government work in the same period. For example, assume \$16.00 is the minimum contract wage rate and during the week one employee had 35 hours that were worked on a Davis-Bacon covered contract, 20 hours were off site and \$275/month health insurance is the only bona fide employer-paid fringe. The hourly cash equivalent credit for this (example) week is \$1.15/hr ($\$275 \times 12 / 52 = \63.46 weekly value / 55 **TOTAL hours worked**). In this example, \$14.85 could be paid as the hourly cash wage and \$1.15/hr fringe credit applied toward meeting the minimum hourly rate. Overtime pay must be calculated on the full minimum rate of \$16.00, which is \$24.00 minus \$1.15/hr fringe credit = \$22.85/hr cash wage that must be paid for all contract overtime hours worked in this example. (Please see SDDOT’s Payroll Instructions & Frequently Asked Questions for further details at: http://www.sddot.com/Docs/Payroll_StmtofComplianceInstructions.doc)

Using the example above: The Group GO5 requires a minimum hourly wage of \$19.93 and the contractor may comply by paying:

1. \$19.93 an hour in cash wages; or
2. \$18.78 cash wage plus apply the \$1.15 an hour (health insurance) fringe benefit credit. In this example, **overtime must be calculated at one and one half times the basic hourly rate of \$19.93 which amounts to \$29.90/hour less the \$1.15/hour fringe credit, equals \$28.75/hour cash wage that must be paid for all overtime hours worked on covered project(s) for this example.**

Definition of the term “WAGES” reiterated at 29 CFR 5.2(p):

The term “wages” means the **basic hourly rate of pay; any contribution irrevocably made by a contractor or subcontractor to a trustee or to a third person pursuant to a “bona fide” fringe benefit fund, plan, or program; and the rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing bona fide fringe benefits to laborers and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program, which was communicated in writing to the laborers and mechanics affected.**

“Bona Fide” Fringes reiterated at 29 CFR 5.29:

The “bona fide” fringe benefits enumerated in the Davis-Bacon Act include contractor or subcontractor making payments or incurring costs for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing; unemployment benefits; life insurance, disability insurance, sickness insurance, or accident insurance; vacation or holiday pay; defraying costs of apprenticeship or other similar programs; or other bona fide fringe benefits.

“Bona Fide” Fringe benefits **do not include** benefits required by other Federal, State, or local law; such as Federal Withholding Tax and Social Security Tax. South Dakota State Law requires Workers Compensation Insurance and Unemployment Insurance.

“Bona Fide” Fringe benefits **do not include** payments made for travel, subsistence (per diem), or to industry promotion funds. The omission in the Act of any express reference to these payments, which are common in the construction industry, suggests that these payments should not normally be regarded as bona fide fringe benefits under the Act.

* * * *

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION FOR
ERRATA**

NOVEMBER 15, 2006

MAKE THE INDICATED CORRECTIONS TO THE FOLLOWING SPECIFIED SECTIONS:

Section 9.12 – Page 66 – Delete the third paragraph and replace with the following:

The Current Fuel Price Index price shall be the average of the recorded wholesale fuel prices for the four most recent weekly reporting periods.

The Base Fuel Index price for motor fuels and for heating and drying fuels to be used on the project shall be the average of the four most recent weekly reporting periods prior to the week of the letting.

Section 491.5 A, B, C, D, E – Page 290 – Add the following to the end of the first sentence of each of these sections:

“(square meter).”

Section 629.4 C – Page 351 – Replace the first sentence with the following:

“Remove Three Cable Guardrail will be measured to the nearest foot (0.1 meter) along the centerline of the cable.”

Section 629.4 D – Page 351 – Replace the first sentence with the following:

“Removal of Anchor Assembly will be measured by the each.”

Section 630.3 D – Page 354 – Replace the fourth sentence with the following:

“The drawings shall contain all components of the W beam end terminal.”

Section 634.2 – Page 371 – Replace the second paragraph with the following:

“Traffic control devices shall meet the crashworthy requirements of the National Cooperative Highway Research Program Report 350 (NCHRP 350) for Category I, II and III devices.”

Section 635.3 L – Page 383 – Delete and replace with the following:

L. Luminaires: Luminaires shall be adjusted on the support so the laminar sets level as indicated by a small bubble level. Bolts shall be firmly tightened.

Section 635.4 K – Page 385 – Delete and replace with the following:

K. Luminaires: Measurement will be by the actual count of the various types and sizes of luminaires furnished and installed.

Section 635.5 K – Page 387 – Delete and replace with the following:

K. Luminaires: Payment for luminaires of the various types and sizes will be at their respective contract unit prices per each. Payment will be full compensation for furnishing and installing luminaires.

Section 984.3 H – Page 504 – Replace the first paragraph with the following:

“Temporary road markers shall consist of a yellow or white plastic body providing a horizontal width and length of approximately 3 ½ inches (90 mm) in both dimensions and approximately ¾ inches (20 mm) high. If flexible vertical markers are used they shall be approximately 4 inches (100 mm) wide and approximately 2 inches (50 mm) high.”

Index – Page 532 – Under Portland Cement Concrete Pavement – Delete “Dowel and Tie Bars...517” and replace with the following:

Dowel and Tie Bars..... 519

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**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SUPPLEMENTAL SPECIFICATION TO
STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES**

MARCH 21, 2007

All items included in this supplemental specification will govern over the Errata.

MAKE THE INDICATED CHANGES TO THE FOLLOWING SPECIFIED SECTIONS:

Section 2.6 D – Page 11 – Delete and replace with the following:

D. PCN

Section 5.10 – Page 27 – Add the following sentence to this section:

Neither the Department's authority to inspect all work nor any actual inspections performed by the Department during the course of construction shall constitute an acceptance of work performed, or operate to relieve the Contractor of its obligation to construct the project in compliance with the plans and specifications.

Section 5.17 – Page 29 – Delete the first paragraph and replace with the following:

5.17 CLAIMS FOR ADJUSTMENT AND DISPUTES - If the Contractor deems that additional compensation is warranted for work or materials not covered in the Contract and not ordered as extra work as defined herein, the Contractor shall give the Area Engineer written notice of the claim for additional compensation.

Section 5.17 – Page 29 – Delete the fourth paragraph and replace with the following:

Under no circumstances will a claim be considered if written notification is made more than 30 days after the final payment is made.

Section 5.17 – Page 30 – Delete the sixth and seventh paragraphs and replace with the following two paragraphs:

The Contractor hereby agrees to waive any claim for additional compensation if timely written notification is not furnished and the Area Engineer is not provided the opportunity to keep account of or determine costs, to incorporate alternate methods of accomplishing the disputed work or to otherwise resolve the claim.

A Claims Documentation Form, furnished by the Department, shall be completed by the Contractor and submitted to the Area Engineer after completion of the work on which the claim is based. The Claims Documentation Form shall be completed within 120 calendar days after completion of the work unless an extension is granted, in writing, by the Area Engineer.

Section 5.17 – Page 30 – Delete the last three paragraphs of this section and replace with the following five paragraphs:

Claims which are properly submitted, but which are not approved will be automatically escalated to the next higher authority level within the Department for review. The Secretary of Transportation has final resolution authority on all submitted claims.

Claims may be submitted by the Department to a third-party claim investigator for further review and investigation. The report prepared by the claim investigator shall not be shared with the Contractor, nor shall the report be used in subsequent administrative or legal proceedings. Failure to fully cooperate with the third-party investigator may result in denial of the claim. After the Secretary of Transportation receives the report, the parties, by mutual agreement, may initiate a non-binding mediation to attempt to resolve the claim.

If the claim is determined completely or partially valid, those portions determined valid, plus interest computed at the rate of 5% per annum for the time period between the date of final project acceptance and the date the claim was resolved, will be paid.

If a claim is determined completely or partially valid in a subsequent proceeding in circuit court and pre-judgment interest is awarded by the court on all or a portion of the judgment, that interest shall be computed at the rate of 5% per annum.

Nothing in this section shall be construed as establishing any claim contrary to the terms of Section 4.2.

Section 7.14 – Page 39 – Delete this section and replace with the following:

7.14 RESPONSIBILITY FOR DAMAGE CLAIMS - The Contractor shall hold harmless and indemnify the Department, its officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property arising from the operations of the said Contractor; 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 "Workmen's Compensation Act", or any other law, ordinance, order, or decree; and so much of the money due the said Contractor under and by virtue of his 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, his surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall 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 its insurer that adequate public liability insurance and property damage insurance providing coverage for such particular claims as may be made is in force; 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.

Section 7.15 – Page 40 – Delete the first sentence and replace with the following:

7.15 LIABILITY INSURANCE - The Contractor shall 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.

Section 8.6 A – Page 48 – Delete the first paragraph on page 48 and replace with the following:

If for reasons beyond the Contractor's control the work cannot be completed within the contract time as specified or as extended according to the provisions of this section, the Contractor may make a written request for an extension of contract time. The written request shall be made at any time prior to the expiration of the contract time as extended. The Contractor's time extension request shall set forth the reasons which will justify an extension of time.

A Time Extension Request Form, furnished by the Department, shall be completed by the Contractor and submitted to the Area Engineer. If the written request was properly filed in accordance with the requirements of this section, the time extension request will be forwarded through the proper channels, to the Secretary of Transportation for final resolution.

The Time Extension Request Form shall be fully completed and will contain the following:

1. A narrative justification citing the basis for the time extension.
2. A statement of the amount of extra compensation, including liquidated damages, incentive, or disincentive associated with the time extension.
3. A signed and notarized statement that the information furnished is true and fully documented.
4. Permission for the Department or its authorized representative to examine all Contractor records concerning this time extension request.

The Secretary of Transportation may submit the time extension request to a third-party investigator for further review and investigation. The report prepared by the investigator shall not be shared with the Contractor, nor shall the report be used in subsequent administrative or legal proceedings. Failure to fully cooperate with the third-party investigator may result in denial of the time extension request. After the Secretary of Transportation receives the report, the parties, by mutual agreement, may initiate a non-binding mediation to attempt to resolve the time extension request.

Section 8.6 A – Page 48 – Delete the first sentence of the second to last paragraph and replace with the following:

If the Secretary of Transportation finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, the Secretary may extend the time for completion in such amount as the conditions justify.

Section 8.6 B – Page 50 – Delete the second paragraph on page 50 and replace with the following:

If for reasons beyond the Contractor's control the work cannot be completed within the contract time as specified or as extended according to the provisions of this section, the Contractor may make a written request for an extension of contract time. The written request shall be made at any time prior to the expiration of the contract time as extended. The Contractor's time extension request shall set forth the reasons which will justify an extension of time.

A Time Extension Request Form, furnished by the Department, shall be completed by the Contractor and submitted to the Area Engineer. If the written request was properly filed in accordance with the requirements of this section, the time extension request will be forwarded through the proper channels, to the Secretary of Transportation for final resolution.

The Time Extension Request Form shall be fully completed and will contain the following:

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4. Permission for the Department or its authorized representative to examine all Contractor records concerning this time extension request.

The Secretary of Transportation may submit the time extension request to a third-party investigator for further review and investigation. The report prepared by the investigator shall not be shared with the Contractor, nor shall the report be used in subsequent administrative or legal proceedings. Failure to fully cooperate with the third-party investigator may result in denial of the time extension request. After the Secretary of Transportation receives the report, the parties, by mutual agreement, may initiate a non-binding mediation to attempt to resolve the time extension request.

Section 8.6 B – Page 51 – Delete the last sentence of the second to last paragraph and replace with the following:

If the Secretary of Transportation finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, the Secretary may extend the time for completion in such amount as the conditions justify. The extended time for completion shall then be in full force and effect the same as though it were the original time for completion.

Section 9.5 D – Page 62 – Delete the first paragraph of this section and replace with the following:

- D. Equipment:** For machinery or special equipment including fuel and lubricants, plus transportation costs, authorized by the Engineer, the Contractor shall be paid in accordance with the provisions and rates set forth in the South Dakota Equipment Rental Rates Book which is currently established as the "Rental Rate Blue Book" published by EquipmentWatch, a subsidiary of Prism Business Media Inc. For purposes of determining an hourly rate, the monthly rate divided by 176 shall be used. This rate will be adjusted for regional factors, age and operating expenses as set forth in the "Rental Rate Blue Book".

Section 9.7 – Page 64 – Add the following sentence to the end of the second to last paragraph:

Progress payments shall not constitute acceptance of the work.

Section 9.9 – Page 65 – Delete the last sentence of the last paragraph and replace with the following:

Interest will accrue at a rate of 5% per annum for the time period after the noted 120 days until final payment is made.

Section 120.3 – Page 74 – Delete the fifth paragraph and replace with the following:

The subgrade shall be finished to within minus 0.04 feet (13 mm) to plus 0.08 feet (25 mm) from the design grade and typical section shown in the plans and to within ± 0.5 percent of the typical section cross slope. The quarter crown within any 12 foot (3.6 m) transverse length shall not exceed 0.04 feet (13 mm) when measured with a straight edge, stringline, or by other suitable equipment.

Section 120.3 B.3.a – Page 78 – Add the following sentence to the end of the second to last paragraph:

If the material does not contain enough fines to allow for conventional density testing (SD 105 or SD 106), the material shall be compacted as specified for A-2-4(0) and A-3 soils.

Section 120.5 F – Page 82 – Delete the last sentence and replace with the following:

Topsoil, seed, fertilizer and mulch for the restoration of the pit shall be incidental to the unit price per cubic yard (cubic meter) of contractor furnished borrow.

Section 210.3 – Page 85 – Delete the second to last paragraph and replace with the following:

The subgrade shall be finished to within minus 0.04 feet (13 mm) to plus 0.08 feet (25 mm) from the design grade and typical section shown in the plans and to within ± 0.5 percent of the typical section cross slope. The quarter crown within any 12 foot (3.6 m) transverse length shall not exceed 0.04 feet (13 mm) when measured with a straight edge, stringline, or by other suitable equipment.

Section 260.3 A – Page 93 - Delete the first paragraph and replace with the following:

A. Subbase and Base Course: Roadway shaping shall be performed in accordance with Section 210.3 B prior to placement of the material.

Section 260.3 A – Page 94 - Delete the last paragraph and replace with the following:

Recycled Portland cement concrete pavement used as a granular base material shall not be used for Base Course, Salvaged Base Course, or in areas where drainage fabric, edge drains, or other similar drainage systems are present.

Section 270.4 - Page 97 – Add the following after the first paragraph:

When less than 5000 tons (4500 metric tons) of salvaged material is required on a project, the material may be measured in a stockpile and converted to tons (metric tons) using a factor of 1.5 tons per Cu. Yd. (1.78 metric tons per cubic meter), in lieu of weighing the material. Alternate measurement techniques may be allowed if agreed upon by the Contractor and Engineer prior to salvaging operations commencing.

Section 320.3 B.1 – Page 103 – Delete the first sentence of the fourth paragraph and replace with the following:

Burner fuel used for production of asphalt concrete shall be propane, butane, natural gas, Grade 1 fuel oil, Grade 2 fuel oil, Grade 4 fuel oil, Grade 4 (light) fuel oil, Grade 5 (light or heavy) fuel oil, or Grade 6 fuel oil.

Section 320.3 B.1 – Page 103 – Add the following to the end of the seventh paragraph:

An accurate thermometer must be installed in the tank so the temperature can be monitored.

Section 320.3 B.4 – Page 104 – Delete the third sentence of the first paragraph.

Section 320.3 B.4 – Page 105 – Delete the last sentence of the third paragraph and replace with the following:

The system shall be capable of manually controlling the transverse slope and the screed height.

Section 320.3 B.5 – Page 105 – Delete the last sentence of the first paragraph and replace with the following:

The rollers shall be capable of being reversed smoothly, without shoving or tearing the asphalt concrete.

Section 320.3 C.3.d – Page 106 – Delete and replace with the following:

- d. A one-gallon (four liter) sample of asphalt binder intended for use shall be obtained from the designated supplier for the project.

Section 320.3 D – Page 107 – Delete the last sentence of the fifth paragraph and replace with the following:

A water spray system must be installed at the discharge end of the pug mill. This water system must be used when directed by the Engineer to prevent fugitive lime dust from being released into the air.

Section 320.3 E – Page 107 – Add the following after the fourth sentence in the first paragraph:

No material shall be used which could adversely affect the asphalt concrete.

Section 320.3 F – Page 107 – Add the following new paragraph after the first paragraph:

Surfaces which have been primed with cutback asphalt shall be allowed to cure for a minimum of 72 hours prior to being overlaid with asphalt concrete.

Section 320.3 F – Page 110 – Delete the first paragraph at the top of Page 110 and replace with the following:

Irregularities shall be corrected before the temperature of the asphalt mix drops below 175° F (80° C). The longitudinal profile can only be improved by using a grinder with diamond blades mounted on a horizontal shaft and when approved by the Engineer. Areas that have been ground shall not be left smooth or polished, but shall have a uniform texture equal in roughness to the surrounding unground asphalt concrete. Grinding shall be daylighted to the outside edge of the pavement. Ground surfaces shall be flushed sealed. Under no circumstances shall operations continue when it becomes evident final rolling is not producing a smooth, uniform, compacted surface free from roller marks and other irregularities.

Section 320.4 A – Page 111 – Add the following after the first sentence:

Quantities of asphalt binder in excess of the asphalt content listed on the job mix formula plus 0.3% tolerance will not be accepted for payment.

Section 320.4 E – Page 112 – Add the following after the first sentence:

Quantities of hydrated lime in excess of the lime content listed on the job mix formula plus 0.1% tolerance will not be accepted for payment.

Section 320.5 C – Page 112 – Add the following sentence to the end of the paragraph:

Payment will be full compensation for all labor, equipment, materials, and all other items incidental to sampling and repair of the sample locations to the satisfaction of the Engineer.

Section 324.5 – Page 115 and 116 – Delete the last sentence and replace with the following:

When required, the following shall also be included in the contract unit price per ton (metric ton) for Asphalt Concrete Composite: Asphalt for Prime MC-70, Blotting Sand for Prime, Asphalt for Flush Seal SS-1h or CSS-1h, Sand for Flush seal, Hydrated Lime, equipment, labor and incidentals necessary.

Section 330.2 – Page 121 – Add the following to the end of this section:

D. Sand for Fog Seal: Section 879

Section 330.3 A.2.b – Page 121 – Add the following paragraph after the second paragraph:

Surfaces primed with cutback asphalt shall be allowed to cure for a minimum of 72 hours prior to being overlaid with asphalt concrete.

Section 350.2 – Page 127 – Delete this section and replace with the following:

The sealant shall conform to the requirements of ASTM D-6690 Type IV.

The sealant material shall have a unit weight no greater than 9.35 lbs./gal (1124 kilograms per cubic meter).

Only products that meet the above requirements and have performed satisfactorily based on Department analysis may be used. A listing of acceptable products meeting ASTM D-6690 Type IV requirements may be obtained from the Department's Approved Products List. Products on the Approved Products list for Joint Sealant for Asphalt Over Long Jointed Concrete Pavement may also be used.

The blocking medium shall be an inert, compressible material, which is compatible with the sealant.

Section 360.3 B.3 – Page 131 – Delete the last sentence of this section:

Section 380.2 – Page 139 – Add the following to the end of this section:

- L. Epoxy Resin Adhesive:** Epoxy resin adhesive shall be of the type intended for horizontal applications, and shall conform to the requirements of ASTM C 881, Type IV, Grade 3 (equivalent to AASHTO M235, Type IV, Grade 3).

Section 380.3 M.2 – Page 151 – Delete the first sentence of the last paragraph and replace with the following:

The Contractor shall load test five percent of the first 500 tie bars that are drilled and epoxied in place.

Section 380.3 N.6 – Page 153 – Delete this section and replace with the following:

- 6. Final Finish:** Before the concrete has attained its initial set, the surface shall be given a final finish with a carpet drag drawn over the surface in a longitudinal direction. The drag shall be mounted on a bridge and shall be sized so that a strip of the carpet at approximately two feet (600 mm) wide is in contact with the pavement surface while the drag is operated.

The condition of the drag shall be maintained so the resultant surface is of uniform appearance with corrugations approximately 1/16 inch (2 mm) in depth. Drags shall be maintained clean and free of encrusted mortar. Drags that cannot be cleaned shall be discarded and replaced.

The carpet shall meet the following requirements:

Facing Material	- Molded polyethylene pile face
Blade Length	- 7/8", ±1/8" (22 mm, ±3 mm)
Total Fabric Weight	- 70 oz. per square yard min. (2.37 kg per square meter min.)

The backing shall be of a strong, durable material, not subject to rot, which is adequately bonded to the facing.

Plain Jointed concrete pavement shall be either longitudinally or transversely tined as specified in the plans.

Continuously reinforced concrete pavement shall be longitudinally tined.

- a. Transverse Tining:** Immediately following the carpet drag, the surface of the concrete pavement shall be given a transverse metal-tine finish with a separate self-propelled mechanical device. The metal-tine finish shall provide a groove width of 1/8" and a groove depth of 3/16 inch (5 mm) ± 1/16 inch (2 mm). The spacing between the individual tines shall meet the following:
Inches (ten foot tining rake)

2-5/16, 2-15/16, 1-1/4, 2-7/16, 2-1/16, 1-1/4, 13/16, 1, 1-5/16, 1-1/8, 2-5/16
 2-1/2, 2-7/8, 2-3/4, 1-1/8, 2-3/4, 2-1/8, 1-15/16, 13/16, 7/8, 2-5/8, 3-1/16
 3-1/16, 7/8, 9/16, 9/16, 1-5/8, 2-3/8, 1, 1-1/4, 1-9/16, 2-15/16, 1-1/8
 1-15/16, 2-3/16, 2, 2-13/16, 1, 2-11/16, 13/16, 1-7/8, 9/16, 2-5/16, 1-7/8
 2-1/2, 1-5/16, 3-3/16, 1-3/8, 15/16, 7/8, 1-5/8, 9/16, 1-3/4, 2-7/8, 3
 1-5/8, 1-5/8, 7/8, 9/16, 5/8, 2-13/16, 1-5/8, 2-7/16, 13/16, 1-1/4, 11/16
 2-3/4, 2-5/16, 1-1/8

Millimeters (3 meter tining rake)

58,	74,	31,	62,	53,	32,	21,	26,	33,	28,	59
64,	73,	70,	29,	70,	54,	49,	20,	22,	67,	78
77,	23,	15,	15,	41,	60,	25,	32,	39,	75,	28
50,	55,	51,	72,	25,	69,	21,	47,	15,	59,	47
64,	34,	55,	35,	24,	22,	42,	14,	45,	73,	76
41,	41,	22,	15,	16,	71,	41,	62,	21,	31,	17
70,	58,	29								

Successive passes of the tining shall not overlap.

Each location, where transverse joint saw cuts are to be made, shall be protected from tining by covering with a metal strip from four inches (100 mm) to six inches (150 mm) or by other methods that produce acceptable results.

Brooming may be used on irregular areas in lieu of the carpet drag and tine finish. The broom shall be drawn transversely across the pavement with adjacent strokes slightly overlapping.

Brooming shall be uniform in appearance and shall produce grooves 1/16 inch (2 mm) deep. Texturing shall be completed while the concrete surface can be broomed without being torn or unduly roughened by the operation.

The finished surface shall be free from rough and porous areas, irregularities, and depressions resulting from improper handling of the broom.

- b. **Longitudinal Tining:** Immediately following the carpet drag, the surface of the concrete pavement shall be given a longitudinal metal-tine finish with a wire broom or comb attached to a separate self-propelled mechanical device.

Transverse joints shall not be protected from longitudinal tining, the tining shall be continuous across the joints.

The slab shall not be tined within 3 inches of the edge of the slab, centerline, or rumblestrip.

The longitudinal tining equipment shall have the ability to be raised and lowered, and shall have vertical and horizontal string line controls to ensure straight grooves that are parallel to the longitudinal joint.

The curing unit shall be separate from the tining unit when longitudinal tining is used unless the tining and curing can be accomplished simultaneously with the same piece of equipment at the specified rate to the satisfaction of the Engineer.

The tine bar shall have a single row of tines and shall provide a groove width of 1/8 inch (3 mm) \pm 1/64 inch (0.4 mm) and a groove depth of 3/16 inch (5 mm) \pm 1/16 inch (2 mm). The spacing between the individual tines shall be uniformly spaced at 3/4 inch (20 mm) intervals.

Section 380.3 R.2 – Page 161 – Delete the first sentence of the third paragraph and replace with the following:

The sealant surface shall be tooled to produce a slightly concave surface below the pavement surface.

Section 391.2 A – Page 171 – Add the following paragraph to the end of this Section:

Alternate design mixes for the grout may be submitted to the Engineer for approval.

Section 392.2 A – Page 177 – Add the following paragraph to the end of this section:

Alternate jacking slurry design mixes may be submitted to the Engineer for approval.

Section 410.3 G.6 – Page 195 – Add the following section to the end of this section:

- g. The turn-of-nut method for bolt tightening may be used when specified in the plans. When the turn-of-nut installation method is specified, hardened washers are not required except as specified in Section 410.3 G.6.d.

A sufficient number of bolts shall first be placed in the joint and snugged to insure that all faying surfaces are in firm contact, prior to tightening. Snug tight is defined as the tightness attained by a few impacts of an impact wrench or the full effort of a man using an ordinary wrench. Bolts shall be placed in any remaining holes and snugged tight as erection bolts or pins are removed. All bolts in the joint shall then be tightened the amount shown in Table 2 progressing systematically from the center most rigid part of the joint to its free edges. When tightening, the element not turned shall be held with a hand wrench to prevent rotation.

Table 2 Nut Rotation from Snugged Condition^{a,b}			
	Geometry of Outer Faces of Bolted Parts		
Bolt Length Measured From Underside of Head to End of Bolt	Both Faces Normal to Bolt Axis	One Face Normal to Bolt Axis and Other Face Sloped Not More Than 1:20, Bevel Washer Not Used	Both Faces Sloped Not More Than 1:20 From Normal to Bolt Axis, Bevel Washers Not Used
Up to and including 4 diameters	1/3 turn	1/2 turn	2/3 turn
Over 4 diameters but not exceeding 8 diameters	1/2 turn	2/3 turn	5/6 turn
Over 8 diameters but not exceeding 12 diameters ^c	2/3 turn	5/6 turn	1 turn

^a Nut rotation is relative to bolt, regardless of the element (nut or bolt) being turned. For bolts installed by 1/2 turn and less, the tolerance should be plus or minus 30 degrees; for bolts installed by 2/3 turn and more, the tolerance should be plus or minus 45 degrees.

^b Applicable only to connections in which all material within grip of the bolt is steel.

^c No research work has been performed by the Research Council Riveted and Bolted Structural Joints to establish the turn-of-nut procedure when bolt lengths exceed 12 diameters. Therefore, the required rotation must be determined by actual tests in a suitable tension device simulating the actual conditions.

Section 421.3 A – Page 213 – Delete the second sentence of the second paragraph and replace with the following:

Backfill shall be compacted to 95% or greater of Maximum Dry Density in horizontal layers not to exceed six inches (150 mm) loose depth.

Section 423.1 – Page 219 – Delete this section and replace with the following:

423.1 DESCRIPTION

This work consists of the design, construction, and subsequent removal of all temporary works including, but not limited to; falsework, formwork, cofferdams, work berms and platforms, temporary traffic and stream diversions, and temporary retaining structures.

Section 423.3 A – Page 219 – Add the following to the end of this section:

All temporary works in streams or wetlands are required to be covered in the Corp of Engineers 404 Permit. At the time of the preconstruction meeting, the Contractor shall submit documentation for all temporary works for the purpose of complying with the 404 Permit requirements. The documentation shall include at a minimum:

1. A written description of the proposed temporary works including types of materials to be used, how the temporary works will be installed, removed, and what portion, if any, will remain in place after construction.

2. Details showing approximate size and location of the temporary works. Details shall include at a minimum, a Plan View and a Cross-Section View of the temporary works. Details shall provide sufficient dimensions such that the approximate size of the temporary works and location of the temporary works from a known point is shown.
3. Estimated quantities of all temporary fill material below the ordinary high water elevation. If the temporary fill is to be placed in a wetland, the estimated quantity shall be the amount of wetland loss, (in acres).

If during the course of construction there is a need for additional temporary works, the documentation shall be submitted to the Engineer at that time.

The Engineer will submit the documentation to the Corp of Engineers for approval. No construction of temporary works below the ordinary high water mark or in wetlands may begin until Corp of Engineer approval is attained by the Engineer.

Section 423.5 – Page 221 – Delete this section and replace with the following:

423.5 BASIS OF PAYMENT

No payment will be made for temporary works. All costs involved in designing, constructing, and removing temporary works shall be incidental to the other contract items.

Section 430.2 B – Page 223 – Delete this section and replace with the following:

B. Granular Bridge End Backfill: The granular bridge end backfill material shall conform to Section 882.

Section 430.3 C – Page 225 – Delete the second and third paragraphs and replace with the following:

Granular bridge end backfill shall not be placed until at least 24 hours after completion of the deck pour. In addition, granular bridge end backfill shall not be placed until the abutments and sills, including wingwalls, have attained full design strength.

Granular bridge end backfill shall be placed in loose lifts not to exceed eight inches (200 mm) and compacted to 97% of maximum dry density. The moisture at the time of compaction shall be within $\pm 4\%$ of optimum moisture. Maximum dry density and optimum moisture will be determined in accordance with SD 104.

Section 430.3 C.1 through 6 – Page 225 and 226 – Delete and replace with the following:

1. Each layer of granular bridge end backfill shall be placed in loose lifts not to exceed eight inches (200 mm). The placement and compaction of each layer must be inspected and approved by the Engineer prior to placement of the next layer.
2. Any equipment used to install the bridge end backfill over the geotextile fabric shall be operated in such a manner that the geotextile fabric is not damaged. To avoid damage to the geotextile fabric, the equipment used to place, spread, and compact the granular bridge end backfill over the geotextile fabric shall not be operated on less than six inches (150 mm) of material.
3. The geotextile fabric may be oriented in any direction. To minimize the horizontal deflection of the mechanically stabilized vertical face, it is extremely important to make sure that the geotextile fabric is taut and free of wrinkles during placement of the granular bridge end backfill.
4. Any geotextile fabric that is torn or punctured shall be repaired or replaced by the Contractor at no additional cost to the Department. The repair shall consist of a patch of the same type of geotextile fabric being placed over the ruptured area such that it overlaps the damaged area a minimum of 3 ft. (1 m) from any damaged edge. A sewn patch meeting the same requirements for seam strength as that of the fabric being repaired is allowed.
5. Seams that are perpendicular to face of the mechanically stabilized backfill may be constructed by overlapping the fabric a minimum of two feet (0.6 m). All other seams, as well as those in which the two foot (0.6 m) minimum overlap cannot be accomplished, shall be sewn. All seams shall be inspected by the

Engineer and any deficient seams repaired by the Contractor prior to placement of the next layer of granular bridge end backfill. Geotextile fabric that is joined by sewn seams shall have strength properties at the seam equal to the specified strength requirements of the geotextile fabric. High strength polyester, polypropylene, or kevlar thread shall be used for sewn seams. Nylon threads shall not be used. The edges of the fabric shall be even and shall be completely penetrated by the stitch.

6. During periods of shipment and storage, the geotextile fabric shall be enclosed in a heavy duty opaque wrapping such that the fabric is protected from direct sunlight, ultraviolet rays, dirt or debris. The fabric shall not be subjected to temperatures greater than 140°F (60°C).

Section 430.5 B – Page 227 – Delete the second sentence and replace with the following:

Payment will be full compensation for all labor, equipment, materials, water, and all other items incidental to scarifying, reshaping and recompacting the area to be backfilled, furnishing and installing the polyethylene sheeting, drainage fabric, geotextile fabric, and furnishing, placing, and compacting the porous backfill and granular bridge end backfill to the limits shown on the plans.

Section 460.3 A – Page 236 – Delete the second sentence in Note 1 under Table 1.

Section 460.3 A – Page 236 – Delete the second sentence of the first paragraph on page 236 and replace with the following:

The mix design shall be based upon obtaining an average concrete compressive strength 1200 psi above the specified minimum 28 day compressive strength.

Section 460.3 A – Page 236 – Delete the last sentence of the second paragraph on page 236 and replace with the following:

Trial batches shall be conducted in accordance with the American Concrete Institute Publication ACI 211.1, ACI 318, ASTM C192 and the following:

Section 460.3 B.5 – Page 239 – Delete the last sentence of the second paragraph.

Section 460.3 B.5.a – Page 239 – Delete this section and replace with the following.

- a. Include DOT project number, county, & PCN.

Section 460.3 E – Page 243 – Delete the third paragraph and replace with the following:

When a concrete batch is transported in a truck mixer or agitator and the batch is smaller than 60 percent of the rated capacity of the truck mixer or agitator, the following percentage of additional cementitious material at the same proportions as listed on the mix design shall be added to the batch:

Section 460.3 K – Page 248 – Delete the twelfth paragraph and replace with the following:

Barrier curbs will not be allowed to be placed with slipform paving equipment.

Section 465.2 A.3 – Page 265 – Add the following sentence to the end of the paragraph:

Slump loss shall be tested in accordance with SD 423.

Section 465.2 A.6 – Page 265 – Delete the last sentence of the second paragraph and replace with the following:

Water reducers conforming to AASHTO M194 Type C (Accelerating) and Type E (Water-Reducing and Accelerating) will not be permitted.

Section 480.3 C.1 – Page 280 – Delete the fifth paragraph and replace with the following:

Welding of reinforcing steel shall not be allowed without written approval of the Bridge Construction Engineer. The request for approval shall list the bars to be welded, welding procedure, type of electrode, joint detail, and mill certificate of the reinforcing steel to be welded.

Section 480.4 – Page 281 and 282 – Delete the English and Metric Bar Designation tables and replace with the following:

Bar Designation

Size (English)	No. 3	No. 4	No. 5	No. 6	No. 7	No. 8	No. 9	No. 10	No. 11	No. 14	No. 18
Weight (lb/ft)	0.376	0.668	1.043	1.502	2.044	2.670	3.400	4.303	5.313	7.65	13.60
Size (Metric)	10	13	16	19	22	25	29	32	36	43	57
Weight (kg/m)	0.560	0.994	1.552	2.235	3.042	3.973	5.060	6.404	7.907	11.38	20.24

Section 550.3 A.2 – Page 303 – Delete the second sentence of the last paragraph and replace with the following:

When backfilling extra depth holes in accordance with Section 550.3 C.1.f.2, a grout admixture shall be added to the grout mixture in accordance with the manufacturer’s recommendations.

Section 550.3 C.1.f.2 – Page 306 – Delete the first sentence and replace with the following:

Backfill of Extra Depth Holes: When Type 1D removal is necessary, or when holes deeper than 4” (100mm) below the top of the scarified surface are encountered, they shall be backfilled as follows:

Section 560.2 A – Page 317 – Add the following:

6. Cement: Section 750.

Section 600.2 A.17 – Page 333 – Add the following sentence at the end of the paragraph:

The concrete pad must be securely mounted and solidly supported under the laboratory to minimize vibration while operating the Marshall compactor.

Section 605.3 C – Page 339 – Delete the third sentence of the first paragraph and replace with the following:

If fly ash is used, the minimum amount of cement to be replaced is 15 percent and the maximum amount is 20 percent at a 1:1 ratio by weight.

Section 630.4 A – Page 355 – Delete this section and replace with the following:

A. Beam Guardrail: Each class and type will be measured to the nearest 0.1 foot (0.1 meter) along the centerline of the rail. The length in feet (meters) shall be the overall length center to center of end posts or to connections with bridges.

Section 630.4 C – Page 355 – Delete this section and replace with the following:

C. Remove Beam Guardrail: Remove Beam Guardrail will be measured to the nearest 0.1 foot (0.1 meter) along the centerline of the rail.

Section 630.5 A – Page 355 – Delete this section and replace with the following:

A. Beam Guardrail: Beam guardrail will be paid for at the contract unit price per 0.1 foot (0.1 meter) for each class and type installed. Payment will be full compensation for labor, materials, equipment, and incidentals required.

Section 630.5 C – Page 356 – Delete this section and replace with the following:

- C. Remove Beam Guardrail:** Remove Beam Guardrail will be paid for at the contract unit price per 0.1 foot (0.1 meter). Payment will be full compensation for the backfill of holes and the removal of the guardrail including end terminals, beam guardrail, posts, blocks, and hardware from the project limits.

Section 633.3 D – Page 368 – In the grooving tolerance tables, replace “Depth of Groove” with the following:

	(English)	
Depth of Groove	80 mils	+ 10 mils
	(Metric)	
Depth of Groove	2.032 mm	+ 0.25 mm

Section 634.3 C – Page 374 – Add the following paragraph after the first paragraph:

For 2 lane roadways with average daily traffic volumes of 2500 or less, no passing zones may be identified using DO NOT PASS, PASS WITH CARE, and NO PASSING ZONE signs rather than pavement markings. The DO NOT PASS and NO PASSING ZONE signs shall be used to mark the beginning of each no passing zone, and the PASS WITH CARE signs to mark the end of each zone. These may be utilized in place of the pavement markings normally used to identify no passing zones for no longer than 2 weeks. The placement of the dashed centerline marking and these signs shall be required prior to nightfall.

Section 635.3 C.3 – Page 380 – Add the following sentence at the end of the first paragraph:

The contractor shall not use a machine requiring flowing water for installation of conduit under streets or roadways unless approved by the Engineer.

Section 635.3 H – Page 382 – Delete the first paragraph and replace with the following:

Traffic signal conductors shall be continuous from the controller cabinets to the pole bases. Splicing of conductors will not be allowed in the junction boxes.

Section 635.3 R.3 – Page 384 – Delete the first sentence in the first paragraph and replace with the following:

All circular red, red arrow, circular yellow, yellow arrow, circular green, green arrow, and pedestrian indications shall be light emitting diode (LED) signal modules.

Section 635.5 E – Page 386 – Delete and replace with the following:

- D. Anchor Bolts:** Cost for anchor bolts shall be included in the contract unit price for the concrete for which they are incorporated with.

Section 670.5 – Page 394 – Add the following paragraph after the first paragraph:

Unless otherwise specified in the plans the cost for removal of existing pipe, if necessary, to facilitate the installation of new drop inlets shall be incidental to the associated drop inlet contract unit prices.

Section 671.5 – Page 397 – Add the following paragraph to this section:

Unless otherwise specified in the plans the cost for removal of existing pipe, if necessary, to facilitate the installation of new manholes shall be incidental to the associated manhole contract unit prices.

Section 720.4 – Page 405 – Delete this section and replace with the following:

- A. Bank and Channel Protection Gabions:** Bank and channel protection gabions will be measured to the nearest 0.1 cubic yard (0.1 cubic meter). If a substitution is made, the dimensions of the bank and channel protection installed shall be equal to or greater than the dimensions specified. Payment will be based on plans quantity, unless changes are ordered in writing by the Engineer.

B. Drainage Fabric: Drainage fabric will be measured to the nearest square yard (square meter). The lap at joints will not be included in the measurement.

Section 720.5 – Page 405 – Delete this section and replace with the following:

A. Bank and Channel Protection Gabions: Bank and channel protection gabions will be paid for at the contract unit price per cubic yard (cubic meter). Payment will be full compensation for materials, equipment, labor, excavating, shaping and incidentals required.

B. Drainage Fabric: Drainage fabric will be paid for at the contract unit price per square yard (square meter). Payment will be full compensation for furnishing and installing the drainage fabric as specified. Payment will be for plan quantity unless changes are ordered in writing.

Section 730.2 C – Page 407 – Delete the fourth sentence and replace with the following:

If the seed is not planted within the 9 month period, the Contractor shall have the seed retested for germination, as described above, and a new certified test report shall be furnished prior to starting seeding operations.

Section 734.3 B.2 – Page 424 – Delete the second sentence and replace with the following:

The muck will be removed when the surface of the muck is at approximately one-third the height of the silt fence.

Section 750 – Page 431 – Add the following after the second paragraph:

At the option of the manufacturer, processing additions may be used in the manufacture of the cement, provided the addition is comprised of a naturally occurring limestone with a minimum of 85% by mass of one or more of the mineral forms of calcium carbonate. The total amount of processing additions used shall not exceed 3%, with a tolerance of +0.5%, of the weight of the Portland cement clinker.

In addition to the certification requirement specified in SD 416, when limestone is used as a processing addition, the manufacturer shall certify the amount used as a percentage of Portland cement clinker, the percentage of Calcium Carbonate, and shall supply comparative test data on chemical and physical properties of the cement with and without the limestone. The comparative tests do not supersede the normal testing to confirm that the cement meets chemical and physical requirements.

The calcium carbonate percentage, amount of limestone used, and comparative test data shall be determined in accordance with ASTM C150-04.

Section 800.2 D – Page 436 – Add the following sentence to the end of the fourth paragraph:

Fine aggregate with a 14 day expansion value of 0.400 or greater shall not be used.

Section 800.2 D – Page 436 – Add the following sentence to the end of the last paragraph:

The expansion value of the blended sources will be used to determine the type of cement required.

Section 800.2 F – Page 437 – Delete the last three sentences of the first paragraph and replace with the following:

If the fineness modulus falls outside this limit the Concrete Engineer shall be notified. A new or adjusted mix design may be provided or approved. The uniformity of grading requirements do not apply to fine aggregate for Low slump Dense Concrete and Class M (I) concrete.

Section 800.2 F – Page 437 – Delete the first sentence of the second paragraph and replace with the following:

For determining the FM deviation from the design mix FM, the average of the five most recent FM test shall be used.

Section 800.2 F – Page 437 – Delete the first sentence of the last paragraph and replace with the following:

Additionally for Portland Cement Concrete Paving conforming to Section 380; the FM of the fine aggregate, as established by the mix design, will be from 2.40 to 3.10 (wide band).

Section 821.1 A – Page 444 – Add the following to the end of this section:

- A. Burlap Cloth made from Jute or Kenaf**.....AASHTO M 182

White non-woven polypropylene geotextile conforming to the following requirements may be used in lieu of burlap for horizontal applications only. This material is not to be used for curing vertical surfaces.

Property	Test Method	Unit	Min. Ave. Roll Value
Weight	ASTM D 5261	Oz/Sq. Yd.	8.0

Section 870.1 A – Page 452 – Delete this section and replace with the following:

- A. Hot Poured Elastic Joint Sealer:** The sealant shall conform to the requirements of ASTM D 6690 Type II or Type IV or be on the Departments approved products list for Joint Sealants for Asphalt Over Long Jointed Concrete Pavement.

Sealant material shall not weigh more than 9.35 lbs./gal.

Test methods shall conform to ASTM D 5329, except the fine aggregate used in preparing the concrete test blocks shall conform to Section 800. The Contractor shall furnish a certificate of compliance for hot poured elastic joint sealer not listed on the approved products list.

Section 880.2 A - Table 1, under Class E, Type 1 – Page 455 – No. 4 (4.75 mm) Sieve – Delete the “45-70” requirement and replace with “45-75”.

Section 880.2 A – Page 456 – Delete the first note under Table 1 and replace with the following:

* - A tolerance of 3 percent may be retained on the ¾” (19.0 mm) sieve provided all material passes the 1” (25 mm) sieve.

Section 882.2 – Page 459 – Delete Table 1 and replace with the following:

Table 1

REQUIREMENT	Subbase	Gravel Cushion	Granular Bridge End Backfill	Aggregate Base Course	Limestone Ledge Rock		Gravel Surfacing
					Base Course	Gravel Cushion	
SIEVE	PERCENT PASSING						
2" (50 mm)	100						
1" (25.0 mm)	70-100		100	100	100		
3/4" (19.0 mm)		100	80-100	80-100	80-100	100	100
1/2" (12.5 mm)			68-91	68-91	68-90		
No. 4 (4.75 mm)	30-70	50-75	42-70	46-70	42-70	46-70	50-78
No. 8 (2.36 mm)	22-62	38-64	29-58	34-58	29-53	29-53	37-67
No. 40 (425 µm)	10-35	15-35	10-35	13-35	10-28	10-28	13-35
No. 200 (75 µm)	0.0-15.0	3.0-12.0	0.0-5.0	3.0-12.0	3.0-12.0	3.0-12.0	4.0-15.0
Liquid Limit Max		25	25	25	25	25	
Plasticity Index	0-6	0-6	0-6	0-6	0-3	0-3	4-12
L.A. Abra. Loss, max.	50	40	40	40	40	40	40
Foot Notes		2	1,2	1,2			
Processing Required	crushed	crushed	crushed	crushed	crushed	crushed	crushed

Section 890.2 G – Page 465 – In the table, under TESTS ON RESIDUE FROM DISTILLATION TESTS, add the following after Elastic Recovery @ 50°F (10°C):

(see Note 4)

Section 890.2 G – Page 465 – Add the following after Note 3:

Note 4: The Elastic Recovery test shall be in accordance with AASHTO T301, except that the residue will be obtained by distillation, not oven evaporation. The distillation temperature shall be as recommended by the emulsion manufacturer.

Section 972.2 B – Page 479 – Delete the second paragraph and replace with the following:

For bolts that are 1" (M24) (incl.) in diameter and less, the maximum hardness for AASHTO M164 (ASTM A325) bolts shall be 33 Rc.

Section 980.1 A.1 – Page 485 – Delete this section and replace with the following:

1. Quantitative Requirements: The finished paint shall meet the following quantitative requirements:

	<u>WHITE</u>	<u>YELLOW</u>
<u>Lead</u> , parts per million max. ASTM D 3335 or X-ray fluorescence	100	100
<u>Pigment</u> , percent by weight	60.0 - 62.5	58.5 – 61.0
<u>Pigment</u> , percent by weight; when tested in accordance with ASTM D 3723 (See Note 1)	60.0 - 62.5	56.1 - 58.6

Note 1: The residual extracted pigment upon analysis shall conform to the following quantitative compositional requirements when tested in accordance with ASTM D 1394 or ASTM D 4764.

Titanium Dioxide ASTM D 476 Type II Rutile 92% min. TiO ₂ tested in accordance with ASTM D 1394 or ASTM D 4764	1.00 lb/gal min.	0.20 lb/gal min.
<u>Total Solids</u> , percent by weight; min. when tested in accordance with ASTM D 3723	77.0	76.1
<u>Non-volatile Vehicle</u> , percent by weight vehicle; min. when tested in accordance with FTMS 141c (Method 4051.1)	42.5	42.5
<u>Consistency</u> . Krebs-Stormer Shearing rate 200 r.p.m. Grams	190 to 300	190 to 300
Equivalent K.U. when tested in accordance with ASTM D 562 (See Note 2)	80 to 95	80 to 95

Note 2: The consistency of the paint shall be within the stated specification when determined a minimum 48 hours after packaging the material.

<u>Weight per Gallon</u> , pounds minimum when tested in accordance with ASTM D 1475 (See Note 3)	Rohm & Haas 13.85 Dow DT 250NA 13.75	13.30 13.20
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Note 3: In addition to compliance with the minimum, the weight per gallon shall not vary more than ± 0.3 lbs / gal. between batches.

<u>Fineness of Dispersion</u> Hegman Scale, min. when tested in accordance with ASTM D 1210	2 min. "B" Cleanliness"	2 min B" Cleanliness
<u>Drying Time</u> , No Pick-Up, Minutes, max. when tested in accordance with ASTM D711, except the wet film thickness shall be 12.5 ± 0.5 mils. The applied film shall be immediately placed in a laboratory drying chamber maintaining the relative humidity of $65 \pm 3\%$, the temperature $73.5 \pm 3.5^\circ\text{F}$ ($23 \pm 2^\circ\text{C}$), and air flow less than one foot (1') per minute.	12max.	12max.
<u>Drying Time</u> , Dry-through, Minutes max. when tested in accordance with ASTM 1640, except the wet film thickness shall be 12.5 ± 0.5 mils. The applied film shall be immediately placed in a laboratory drying chamber maintaining the relative humidity at $90 \pm 3\%$, and the temperature $23 \pm 2^\circ\text{C}$. The pressure exerted will be the minimum needed to maintain contact between the thumb and film. A reference-control paint will be	120max.	120max.

run in conjunction with the candidate paint. Rohm and Haas formulation will be referenced-control paint.

Note 4: If either the candidate or reference-control paint exceeds the 120 minute maximum, then the candidate paint shall not exceed the dry time of the reference-control paint by more than 15 minutes.

Field Drying Time, Track-Free, minutes max. 2 2

When applied under the following conditions, the line shall show no visual tracking when viewed from 50 feet after driving a passenger vehicle over the line at a speed of 25-35 mph:

- Fifteen mils wet film thickness
- Six lbs. of glass beads per gal. of paint
- Paint temperature at nozzle between 70 to 120°F
- Pavement dry, pavement temperature 50 to 120°F
- Relative humidity of 85% maximum

Directional Reflectance, minimum. 85 50
when applied at a wet film thickness of 15 mils and when tested in accordance with ASTM E 1347 (Illuminate C 2°)

pH, minimum. 9.80 9.80
when tested in accordance with ASTM E70

Dry Opacity, Contrast ratio, min. 0.955 0.880
when applied at a wet film thickness of 6 to 7 mils and when tested in accordance with FTMS 141c (Method 4121 Illuminate C 2°)

Volatile Organic Content (VOC), max. 115 g/liter 115 g/liter
in accordance with ASTM D 3960

Flash Point, closed cup, min. 115°F 115°F

Color: The paint shall meet the color specification limits and luminance factors listed in Tables 1 & 2 when tested in accordance with ASTM E1347 or ASTM E1349. The paint shall not discolor in sunlight and shall maintain the colors and luminance factors throughout the life of the paint. No Bayferrox 3950, iron oxides or other color enhancers will be permitted to achieve the color chromaticity coordinates.

Table 1*

Color	Chromaticity Coordinates (corner points)								Min. Luminance Factor (Y %)
	X	Y	X	Y	X	Y	X	Y	
White	0.355	0.355	0.305	0.305	0.285	0.325	0.335	0.375	35
Yellow	0.560	0.440	0.490	0.510	0.420	0.440	0.460	0.400	25

* Daytime Color Specification Limits and Luminance Factors for Pavement Markings Material with CIE 2° Standard Observer and 45/0 (0/45) Geometry and CIE Standard Illuminant D65

Table 2**

Color	Chromaticity Coordinates (corner points)							
	1		2		3		4	
	X	Y	X	Y	X	Y	X	Y
White	0.480	0.410	0.430	0.380	0.405	0.405	0.455	0.435
Yellow	0.575	0.425	0.508	0.415	0.473	0.453	0.510	0.490

** Nighttime Color Specification Limits for Pavement Marking Retroreflective Material With CIE 2° Standard Observer, Observation Angle = 1.05°, Entrance Angle + 88.76° and CIE Standard Illuminant A.

Section 981.1 – Page 489 – Delete this section and replace with the following:

Glass beads for use with pavement marking paint shall be moisture resistant and shall meet the requirements of AASHTO M 247, Type I. The glass beads shall be without floatation properties. The glass beads shall have dual surface treatment consisting of a moisture resistant silicone treatment, and silane adherence surface treatment. The glass beads shall have a minimum of 80% true spheres. Roundness shall be tested in accordance with SD 510.

Section 983.1 – Page 499 – Delete the third sentence of the first paragraph:

Section 983.1 B – Page 499 – Delete this section in it's entirety.

Section 983.2 B – Page 500 – Delete this section in it's entirety.

Section 985.1 D – Page 506 – Delete the last two sentences of the first paragraph and replace with the following:

Vertical reinforcement shall be deformed unless otherwise noted and shall conform to the requirements of ASTM A 615/AASHTO M 31 Grade 60 (400). Circular ties, stirrups, and spiral reinforcing may be fabricated from deformed bars conforming to the requirements of ASTM A 615/AASHTO M31 Grade 60 (400). Spiral reinforcing may also be fabricated from cold drawn wire conforming to ASTM A 82 or hot rolled plain bars conforming to ASTM A 615/AASHTO M 31 Grade 60 (400).

Section 985.1 G.4 – Page 508 – Delete the first sentence and replace with the following:

Conductor insulation shall be colored in accordance with ICEA S-95-658, Method 1, Table K-2.

Section 985.1 G.5 – Page 508 – Delete the first sentence and replace with the following:

Jackets shall be polyvinyl chloride meeting UL requirements for Class 12 jackets and ICEA S-95-658, Section 4.

Section 985.1 I.1.b – Page 508-509 – Delete the last sentence in the paragraph:

Section 985.1 N – Page 514 – Delete the second sentence in the fifth paragraph and replace with the following:

The flash control circuit shall ensure that remote transfer to flashing from normal stop and go operations occurs during the end of the mainline green interval in the cycle.

Section 985.1 N.1 and 2 – Page 515 – Delete these two sections and replace with the following sentence:

The controller furnished shall meet current NEMA TS2 standards for controllers.

Section 985.1 Q.7 – Page 516 – Delete and replace with the following:

7. Backplates for Signal Heads: Unless otherwise stated on the plans, backplates may be either 0.050 inch (1.27 mm) thick aluminum or 0.125 inch (3.18 mm) thick polycarbonate. The polycarbonate backplates must be made up from no more than two pieces.

Section 990.1 A.2.a – Page 517 – Delete and replace with the following:

a. Portland cement shall conform to Section 750.

Section 1010.1 A – Page 519 – Add the following to the end of the first sentence:

Bar reinforcement shall be deformed, unless otherwise noted.

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**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

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

OCTOBER 19, 2005

The following unit bid prices have been established by the Transportation Commission.

These prices will be pre-entered on the Bid Schedule sheets 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.

Use the equivalent metric unit prices that are listed in parenthesis below the item prices on metric projects.

Specification Section Number	Specification Section Name	Item Name	Price Per Item
5.8	Construction Stakes, Lines and Grades	Three-Man Survey Crew	\$110.00/hour
7.7	Public Convenience and Safety	Water	\$11.50/M.Gal (\$3.04/cubic meter)
9.3	Payment for extra haul of Materials	Extra Haul	\$0.12/ton mile (\$0.08/mton kilometer)
120.5 A.4.	Roadway and Drainage Exc. & Emb.	Unclassified Excavation Digouts	\$5.00/cu. yd. (\$6.54/cubic meter)
120.5 G.	Roadway and Drainage Exc. & Emb.	Extra Haul	\$0.04/cu. yd. station (\$1.72/cubic meter station)
120.5 H	Roadway and Drainage Exc. & Emb.	Water for Embankment	\$11.50/M. Gal (\$3.04/cubic meter)
421.5	Undercutting Pipe & Plate Pipe	Undercutting Culverts	\$12.00/cu. yd. (\$15.69/cubic meter)
510.5 D.	Timber, Prestressed, and Steel Piles	Timber Pile Splice	\$400.00/each
		Steel Pile Splices (* All Weights)	Splice made after one of the pieces has been driven.
		8 HP* (HP 200)	\$190.00/each
		10 HP* (HP 250)	\$270.00/each
		12 HP* (HP 300)	\$330.00/each
		14 HP* (HP 350)	\$390.00/each
			Splice made before

			either of the pieces has been driven.
		8 HP* (HP 200)	\$65.00/each
		10 HP* (HP 250)	\$85.00/each
		12 HP* (HP 300)	\$100.00/each
		14 HP* (HP 350)	\$120.00/each
510.5 E	Timber, Prestressed, and Steel Piles	Pile Shoes (Timber Pile)	\$50.00/each
510.5.H	Timber, Prestressed, and Steel Piles	Pile Tip Reinforcement (Steel Pile)	
		10" (250mm) HP Tip Reinforced	\$60.00/each
		12" (300 mm) HP Tip Reinforced	\$70.00/each
		14" (350 mm) HP Tip Reinforced	\$85.00/each
601.5	Haul Roads	Granular Material	\$5.00/ton (\$5.51/mton)
601.5	Haul Roads	Asphalt Concrete (including asphalt)	\$45.00/ton (\$49.60/mton)
601.5	Haul Roads	Cover Aggregate	\$16.00/ton (\$17.63/mton)
601.5	Haul Roads	Asphalt (Tack, Prime, Flush & Surface Treatment)	\$300.00/ton (\$330.00/mton)
601.5	Haul Roads	Water	\$11.50/M. Gal. (\$3.04/cubic meter)
601.5	Haul Roads	Dust Control Chlorides	\$0.30/lb (\$0.66/kg)
634.5	Traffic Control	Flagging	\$20.52/hour
634.5	Traffic Control	Pilot Car	\$30.20/hour

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