

May 15, 2018

NOTICE TO CONTRACTORS

Sealed bids will be received by the **South Dakota Department of Transportation, P.O. Box 1970, Rapid City, SD, 57709-1970** or may be hand delivered to the Rapid City Regional Office located at 2300 Eglin Street in Rapid City until 1:00 pm, MT, Tuesday, May 29, 2018 for the following project:

<u>Proj. No.</u>	<u>County</u>	<u>Type of Work</u>	<u>Area Office</u>
018-492, 018-492, 385-491, 385-492 & 079N-492	Pennington. Fall River & Custer	PCC Pavement Repair	Custer

AVAILABILITY OF PLANS AND PROPOSALS:

Specifications and proposal forms are available at the Rapid City Regional Office and at the following website: <http://sddot.com/business/contractors/bid/region/default.aspx>

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

John.Rehorst@state.sd.us and Michele.Gabert@state.sd.us

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

Contact Name
Company Name
Mailing Address
Phone Number

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

CONTENT OF PROPOSALS:

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

1. A notarized Contract Proposal (DOT-123). Non-signature items shall be typed or completed in ink.
2. Participation by Minority Contractors Form
3. Contractor's Affidavit/Declaration.
4. Fuel Adjustment Affidavit

Proposals shall be in sealed envelopes and clearly marked on the outside as to the content when delivered to the Regional Office by the time indicated for Opening. Proposals faxed to the office will not be accepted.

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

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

BONDING & INSURANCE:

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

The successful bidder must provide a **performance bond** in the total amount of the contract prior to beginning work on the project as per section 3.5 of the Standard Specifications.

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

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

PREQUALIFICATION:

Pursuant to South Dakota Administrative Rules 70:07:02, Classification and Bidding Capacity Rating for Highway Contracts, and Section 2.1 of the SDDOT Standard Specifications For Road and Bridges, all bidders on highway construction projects over \$200,000.00 shall be pre-qualified.

Work Type for this project is: Type 14 - Miscellaneous Concrete Construction.

MISCELLANEOUS:

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

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

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

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

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

DEPARTMENT OF TRANSPORTATION
Todd A. Seaman
Region Engineer

John Rehorst
Region Design Engineer

cc: S. Parmely	J. Humphrey	J. Hansen
M. Carlson	P. Knofczynski	S. Weisgram
M. Stone	R. Zacher	T. Williams
M. Reiss	K. VanDeWiele	File

**SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION
CONTRACT PROPOSAL**

DOT-123
March 2017
1 of 3

CODE	PROJECT			MAINT UNIT	CONTROL			BEGIN MRM	END MRM
	PRE	ROUTE	AGR		REFERENCE	AFE	FUNCTION		
		018		492		i58u	2129	0000	0103
		018		492		i58v	2129	0395	0395
		385		491		i58w	2129	0369	0369
		385		492		i58x	2129	0950	0966
		079N		492		i58y	2129	0592	0596

CITY AND/OR COUNTY: Pennington, Fall River & Custer

BUDGET SOURCE: FY18 Cont. Maint.

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: PCC Pavement Repair at various locations in Custer Area

ESTIMATE OF QUANTITIES AND COST

BID ITEM NUMBER	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	018-492, PCN i58u	Lump Sum	LS	Lump Sum	
009E0010	Mobilization	Lump Sum	LS	Lump Sum	
120E0100	Unclassified Excavation, Digouts	42	CuYd		
260E2010	Gravel Cushion	29.4	Ton		
260E5000	Shot Rock	57	Ton		
320E1200	Asphalt Concrete Composite	10	Ton		
380E5030	Nonreinforced PCC Pavement Repair	407.6	SqYd		
380E6000	Dowel Bar	22	Each		
380E6110	Insert Steel Bar in PCC Pavement	28	Each		
430E0700	Precast Concrete Headwall for Drain	2	Each		
633E1400	Pavement Marking Paint, 4" White	400	Ft		
633E1405	Pavement Marking Paint, 4" Yellow	400	Ft		
634E0010	Flagging	8	Hour	\$28.99	\$231.92
634E0110	Traffic Control Signs	105	SqFt		
634E0120	Traffic Control, Miscellaneous	Lump Sum	LS	Lump Sum	
634E0285	Type 3 Barricade, 8' Double Sided	3	Each		
680E0240	4" Corrugated Polyethylene Drainage Fabric	40	Ft		
831E0300	Reinforcement Fabric (MSE)	152	SqYd		
	018-492, PCN i58v				
009E0010	Mobilization	Lump Sum	LS	Lump Sum	
120E0100	Unclassified Excavation, Digouts	43	CuYd		
260E2010	Gravel Cushion	21.3	Ton		
260E5000	Shot Rock	63.4	Ton		
380E5030	Nonreinforced PCC Pavement Repair	48	SqYd		
380E6000	Dowel Bar	24	Each		
380E6110	Insert Steel Bar in PCC Pavement	34	Each		
633E1400	Pavement Marking Paint, 4" White	60	Ft		
633E1405	Pavement Marking Paint, 4" Yellow	60	Ft		
634E0010	Flagging	8	Hour	\$28.99	\$231.92
634E0110	Traffic Control Signs	105	SqFt		
634E0120	Traffic Control, Miscellaneous	Lump Sum	LS	Lump Sum	
634E0285	Type 3 Barricade, 8' Double Sided	2	Each		
634E0420	Type C Advance Warning Arrow Board	2	Each		
831E0300	Reinforcement Fabric (MSE)	152	SqYd		

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**SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION
CONTRACT PROPOSAL**

DOT-123
March 2017
2 of 3

CODE	PROJECT			MAINT UNIT	CONTROL REFERENCE	AFE	FUNCTION	BEGIN MRM	END MRM
	PRE	ROUTE	AGR						
		018		492		i58u	2129	0000	0103
		018		492		i58v	2129	0395	0395
		385		491		i58w	2129	0369	0369
		385		492		i58x	2129	0950	0966
		079N		492		i58y	2129	0592	0596

385-491, PCN i58w										
009E0010	Mobilization							Lump Sum	LS	Lump Sum
120E0100	Unclassified Excavation, Digouts							48	CuYd	
260E2010	Gravel Cushion							27.3	Ton	
260E5000	Shot Rock							77.3	Ton	
380E5030	Nonreinforced PCC Pavement Repair							61.3	SqYd	
380E6000	Dowel Bar							24	Each	
380E6110	Insert Steel Bar in PCC Pavement							107	Each	
430E0700	Precast Concrete Headwall for Drain							2	Each	
633E1400	Pavement Marking Paint, 4" White							60	Ft	
633E1405	Pavement Marking Paint, 4" Yellow							60	Ft	
634E0010	Flagging							40	Hour	\$28.99
634E0110	Traffic Control Signs							163.4	SqFt	\$1,159.60
634E0120	Traffic Control, Miscellaneous							Lump Sum	LS	Lump Sum
634E0285	Type 3 Barricade, 8' Double Sided							1	Each	
650E0080	Type 3 Concrete Curb and Gutter							20	Ft	
680E0240	4" Corrugated Polyethylene Drainage Tubing							88	Ft	
831E0300	Reinforcement Fabric (MSE)							194	SqYd	
385-492, PCN i58x										
009E0010	Mobilization							Lump Sum	LS	Lump Sum
120E0100	Unclassified Excavation, Digouts							115	CuYd	
260E2010	Gravel Cushion							53.9	Ton	
260E5000	Shot Rock							160.1	Ton	
320E1200	Asphalt Concrete Composite							6	Ton	
380E5030	Nonreinforced PCC Pavement Repair							115	SqYd	
380E6000	Dowel Bar							33	Each	
380E6110	Insert Steel Bar in PCC Pavement							120	Each	
430E0700	Precast Concrete Headwall for Drain							2	Each	
633E1400	Pavement Marking Paint, 4" White							120	Ft	
633E1405	Pavement Marking Paint, 4" Yellow							240	Ft	
633E1425	Pavement Marking Paint, 12" Yellow							30	Ft	
634E0010	Flagging							80	Hour	\$28.99
634E0110	Traffic Control Signs							163.4	SqFt	\$2,319.20
634E0120	Traffic Control, Miscellaneous							Lump Sum	LS	Lump Sum
634E0285	Type 3 Barricade, 8' Double Sided							1	Each	
680E0240	4" Corrugated Polyethylene Drainage Tubing							60	Ft	
831E0300	Reinforcement Fabric (MSE)							393	SqYd	

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**SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION
CONTRACT PROPOSAL**

DOT-123
March 2017
3 of 3

CODE	PROJECT			MAINT UNIT	CONTROL REFERENCE	AFE	FUNCTION	BEGIN MRM	END MRM
	PRE	ROUTE	AGR						
		018		492		i58u	2129	0000	0103
		018		492		i58v	2129	0395	0395
		385		491		i58w	2129	0369	0369
		385		492		i58x	2129	0950	0966
		079N		492		i58y	2129	0592	0596

079N-492, PCN i58y				
009E0010	Mobilization	Lump Sum	LS	Lump Sum
120E0100	Unclassified Excavation, Digouts	60	CuYd	
260E2010	Gravel Cushion	30.2	Ton	
260E5000	Shot Rock	89.4	Ton	
320E1200	Asphalt Concrete Composite	3	Ton	
380E5030	Nonreinforced PCC Pavement Repair	62.7	SqYd	
380E6000	Dowel Bar	36	Each	
380E6110	Insert Steel Bar in PCC Pavement	88	Each	
430E0700	Precast Concrete Headwall for Drain	2	Each	
633E1400	Pavement Marking Paint, 4" White	60	Ft	
633E1405	Pavement Marking Paint, 4" Yellow	120	Ft	
634E0010	Flagging	18	Hour	\$28.99
634E0110	Traffic Control Signs	120	SqFt	\$1,159.60
634E0120	Traffic Control, Miscellaneous	Lump Sum	LS	Lump Sum
634E0285	Type 3 Barricade, 8' Double Sided	4	Each	
634E0420	Type C Advance Warning Arrow Board	1	Each	
680E0240	4" Corrugated Polyethylene Drainage Tubing	40	Ft	
831E0300	Reinforcement Fabric (MSE)	222	SqYd	
TOTAL				

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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.

SUBSTANTIAL COMPLETION DATE N/A
FIELD WORK COMPLETION DATE Nov. 2, 2018
SUBSCRIBED AND SWORN TO BEFORE ME THE
 DAY OF , 20

PROPOSED START DATE
SIGNATURE
PRINTED NAME
COMPANY
STR. ADDRESS
CITY, STATE, ZIP

NOTARY - My Commission Expires **(SEAL)** **FEDERAL TAX ID NUMBER**

TO BE FILLED OUT BY STATE PERSONNEL:			
RECOMMENDED FOR APPROVAL:			
<u> </u>	<u> </u>	CONSTRUCTION & MAINTENANCE ENGINEER	DATE
<u> </u>	<u> </u>	REGION ENGINEER	DATE
<u> </u>	<u> </u>	DIRECTOR OF OPERATIONS	DATE
APPROVED FOR THE TRANSPORTATION COMMISSION			
NAME <u> </u>	TITLE <u> </u>	DATE <u> </u>	
APPROVED as per Federal Highway Stewardship Provisions this <u> </u> day of <u> </u> , 20 <u> </u> .			
PROJECT DEVELOPMENT ENGINEER			

NOTICE TO ALL BIDDERS

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

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

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

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

* * * *

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

Utilization of Minority Business Enterprises Clauses

PROJECT(S): 018-492, 018-492, 385-491, 385-492 & 079N-492 **PCN i58u, i58w, i58x & i58y**

COUNTY(IES): Pennington, Fall River & Custer

1. The Contractor agrees to use his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of his contract. As used in this contract, 'Minority Business Enterprise' or 'MBE' means a small business concern, as defined pursuant to section 3 of the Small Business Act and implementing regulations, which is owned and controlled by one or more minorities or women. 'Owned and controlled' means a business: (a) Which is at least 51 per centum owned by one or more minorities or women or, in the case of publicly owned business, at least 51 per centum of the stock of which is owned by one or more minorities or women; and (b) Whose management and daily business operations are controlled by one or more such individuals. 'Minority' means a person who is a citizen or lawful permanent resident of the United States and who is: (a) Black (a person having origins in any of the black racial groups of Africa); (b) Hispanic (a person of Spanish or Portuguese culture with origins in Mexico, South or Central America or the Caribbean Islands, regardless of race); (c) Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); or (d) American Indian and Alaskan Native (a person having origins in any of the original peoples of North America); (e) Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under section 8(a) of the Small Business Act, as amended. Contractors may rely on written representatives by subcontractors regarding their status as minority business enterprise in lieu of an independent investigation.

2. The Contractor agrees to establish and conduct a program which will enable minority business enterprise to be considered fairly as subcontractors and suppliers under this contract. In this connection the Contractor shall . . .
 - (a) Designate a liaison officer who will administer the Contractor's minority business enterprises program.
 - (b) Provide adequate and timely consideration of the potentialities of known minority business enterprises in all "make-or-buy" decisions.
 - (c) Ensure that known minority business enterprises will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications and delivery schedules so as to facilitate the participation of minority business enterprises.
 - (d) Maintain records showing (1) procedures which have been adopted to comply with the policies set forth in this clause, including the establishment of a source list of minority business enterprises, (2) awards to minority business enterprises on the source list, and (3) specific efforts to identify and award contracts to minority business enterprises.
 - (e) Include the "Utilization of Minority Business Enterprises Clause" in subcontracts which offer substantial minority business enterprises subcontracting opportunities.
 - (f) Cooperate with the State's Contracting Officer in any studies and surveys of the Contractor's minority business enterprises procedures and practices that the State's Contracting Officer may from time to time conduct.
 - (g) Submit periodic reports of subcontracting to known minority business enterprises with respect to the records referred to in subparagraph (d) above, in such form and manner and at such time (not more often than quarterly) as the State's Contracting Officer may prescribe.

3. The Contractor further agrees to insert in any subcontract hereunder provisions which shall conform substantially to the language of this clause, including this paragraph 3 and to notify the State's Contracting Officer of the names of such subcontractors.

4. The bidder hereby certifies that should he at any time decide to subcontract a portion of the work, he will take affirmative action to seek out and consider minority business enterprises as potential subcontractors. He further certifies that he will maintain records showing the contacts made with potential minority business enterprises subcontractors and the results of such contacts.

Name of Company (print or type)

Date

By _____
Signature of Company Official

Title

BIDDER MUST EXECUTE THE FOLLOWING:

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

CONTRACTOR'S AFFIDAVIT / DECLARATION

PROJECT(S): 018-492, 018-492, 385-491, 385-492 & 079N-492 PCN i58u, i58w, i58x & i58y

COUNTY(IES): Pennington, Fall River & Custer

(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 _____

REV. 5/3/18

INDEX OF SPECIAL PROVISIONS

PROJECT(S): 018-492, 018-492, 385-491, 385-492 & 079N-492 PCN i58u, i58w, i58x & i58y

COUNTY(IES): Pennington, Fall River & Custer

TYPE OF WORK: PCC PAVEMENT REPAIR

THE FOLLOWING ITEMS ARE INCLUDED IN THIS PROPOSAL FORM:

Special Provision for Fire Plan, dated 5/8/14

Special Provision for Contract time, dated 5/9/18

Special Provision for Contractor Administered Preconstruction Meeting, dated 3/15/16.

Fuel Adjustment Affidavit, DOT form 208 dated 7/15.

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

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

Special Provision Regarding Minimum Wage on State Funded Projects, dated 4/30/13.

Wage and Hour Division US Department of Labor Washington DC.

- US Dept. of Labor Decision Number SD180001, dated 4/6/18.

Special Provision for Supplemental Specifications to 2015 Standard Specifications for Roads and
Bridges, dated 4/18/18.

Special Provision for Errata to 2015 Standard Specifications for Roads and Bridges, dated 4/4/18.

Special Provision for Price Schedule for Miscellaneous Items, dated 6/6/18.

* * * * *

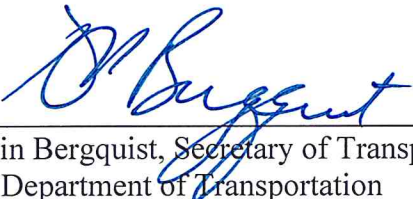
STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
FIRE PLAN

May 8, 2014

Prepared by:  6/30/14
Jason Virtue, Forest Assistant Fire Management Officer Date

Signed by:  6/23/14
~~for~~ Craig Bobzien, Black Hills NF Forest Supervisor Date

Signed by:  6/5/14
Darin Bergquist, Secretary of Transportation Date
SD Department of Transportation


Signed by:  May 9, 2014
Lucas Lentsch, Secretary of Agriculture Date
SD Department of Agriculture

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BLACK HILLS NATIONAL FOREST

This plan outlines the channels of responsibility for fire prevention and suppression activities and sets up an attack procedure in the event of a fire within the Project Area. The Project Area is defined as that area within the National Forest and within ½ mile of the project right-of-way work areas and all roads used for construction purposes.

I. Responsibilities

A. Contractor

1. Will cooperate with the District Ranger in preparation of a fire plan, by furnishing necessary information on personnel, equipment and organization.
2. Is responsible for and will direct all fire suppression activities within the project area until relieved by a Forest Service Representative or a South Dakota Wildland Fire Division Representative.
3. Will make certain that prevention and suppression actions are in accord with contract requirements, including the fire plan.
4. Will immediately notify authorities if a fire occurs. The following telephone numbers will be used.

911

Great Plains Dispatch Center – 605-399-3160

5. Will delegate the second person in authority on the job to be responsible for the above activities when he or she is not on the project.

B. Forest Service District Ranger or Delegated Fire Staff

1. Is responsible for all fire prevention & suppression activities on the Ranger District in which the project is located.
2. Will review the standard fire plan for adequacy and after discussing any need for changes with the Area Engineer, will add any specific provisions needed for the project.
3. At least once on each project will accompany the Area Engineer on an inspection of compliance with the project fire requirements. The Area Engineer will notify the contractor of corrective measures which must be taken when fire requirements are not being observed.

II. Tools and Equipment

A. Required Tools

1. The contractor shall furnish and maintain in a serviceable condition; one shovel, McLeod, or Pulaski for each of his employees; to be used only for suppressing wildland fires. These tools will be kept in sealed boxes and available within the immediate working area.
2. The contractor shall furnish one shovel and one fully charged fire extinguisher UL rate at 4 B:C or more on each truck, personal vehicle, tractor, grader, or other heavy equipment. For each welder he/she shall furnish one shovel and one backpack five-gallon water-filled tank with pump; for each gasoline power tool, including but not limited to chain saws, soil augers, rock drills, etc. one shovel or one chemical pressurized fire extinguisher, fully charged. The required fire tools shall, at no time, be farther than 25 feet from the point of operation of the power tool. Contractor shall also furnish any other equipment called for elsewhere in the contract.
 - a. Shovels shall be size "O" or larger and shall be not less than 35 inches in length.

All fire tools and equipment required to be furnished by the contractor shall be in good working condition at all times.

B. Available Equipment

1. Prior to the beginning of the contract, the contractor shall furnish a list of equipment used on the project to the District Ranger. The established list will be attached to and become a part of the fire plan.

III. Personnel

The contractor shall furnish a list of supervisory personnel, and amount of workers available on the project to the District Ranger or Delegated Fire Staff. Such a list will be attached to and become a part of the fire plan. Changes in supervisory personnel and amount of personnel shall be reflected in amendment to the list.

IV. General Provisions

A. Fire Prevention

1. Arrangements will be made with the SD Division of Wildland Fire and USFS to notify the Department of Transportation when the Fire Danger Rating is "Very High" or "Extreme." This information will be furnished to the Engineer who will notify the Contractor for dissemination and action in the area affected. If there is

a discrepancy between this notice and the Fire Danger Rating obtaining from the nearest office of either SD Division of Wildland Fire or USFS, the Contractor shall conduct operations according to the higher of the two Fire Danger Ratings.

If the Fire Danger Rating reaches “**Very High**,” the following conditions will prevail:

- a. Falling of dead trees or snags shall be discontinued.
- b. No open burning will be permitted; fires shall be extinguished.
- c. Welding shall discontinue except in an enclosed building or within an area cleared of flammable material for a radius of 15 feet.
- d. Blasting shall be discontinued.
- e. Smoking will be permitted only in automobiles and cabs of trucks equipped with an ashtray or in cleared areas immediately surrounded by a fire break, *unless prohibited by other authority*.
- f. Vehicular travel will be restricted to cleared areas except in case of emergency.

If the Fire Danger Rating reaches “**Extreme**,” the following precautions shall be taken in addition to the conditions specified above:

- a. Work of a nature which could start a fire shall require that properly equipped fire guards be assigned to such an operation for the duration of the work and patrol the area of construction while work is being done and for at least one-half hour after shutdown of the work.
 - b. Smoking will be permitted only in automobiles and truck cabs equipped with an ashtray, *unless prohibited by other authority*.
2. Burning, blasting, or welding. Advance approval in writing will be required and will contain special stipulations pertinent to the particular job. The District Ranger may give, in writing, seasonal approval with stipulations for blasting and/or welding. Permission to blast with fuse or caps will require special written permission. Use of detonating cord will not be allowed in clearing operations. Explosives will be stored in a locked box marked “EXPLOSIVES” at all times. All federal, State, and local laws concerning the use and storage of explosives shall be complied with. All flammable material will be cleared for a distance of 15 feet around any welding operation.
 3. Spark arrestors. All gasoline and diesel-powered equipment used in the performance of the work shall be equipped with a spark arrester qualified and rated under the USDA Forest Service unless it is:
 - a. Equipped with a turbine-driven exhaust supercharger, such as the turbocharger. There shall be no exhaust bypass.

- b. A passenger carrying vehicle or light truck, or medium truck up to 40,000 GVW, used only on roads and equipped with a factory designed muffler complete with baffles and an exhaust system in good working condition.
- c. A truck or a piece of highway surfacing equipment used only on roads and equipped with a factory designed muffler having a vertical stack exhaust system extending above the equipment.

The exhaust equipment described above, including spark arrestors and mufflers, shall be properly installed and constantly maintained in serviceable condition.

- 4. Power saws. Each gasoline power saw shall be provided with a spark screen and a muffler in good condition. Spill-proof metal safety cans shall be used for refueling.
- 5. Storage and parking areas. Batch plant areas, equipment service areas, parking areas, gas and oil drum storage areas, and explosive storage areas will be cleared of all inflammable material for a distance of 50 feet. Small stationary engine sites shall be cleared of all flammable material for a distance of 15 feet. Flammable and explosive storage areas will be labeled as such, and "No Smoking" signs erected.
- 6. Oil filters, cartridges, oil rags. Used and discarded oil filters, cartridges, and oil rags or waste will be removed from the project and disposed of in accordance with all applicable Federal, State and Local laws.

B. Fire Suppression

- 1. Contractor shall, both independently and in cooperation with the Forest Service and/or the SD Division of Wildland Fire, take all reasonable and practicable action to prevent and suppress fires resulting from Contractor operations and to suppress any wildfire in the project area.
- 2. In line with this agreement personnel will be supplied from project crews to fight fires on the project area up to the total number of personnel employed by the contractor and/or his subcontractors as they are needed by the incident commander. The Forest Service will make every effort to avoid calling on the contractor for action on fires outside the project area except for emergencies.

The Incident Commander may call out all needed available help to control fires on the project area.

C. Payment

- 1. **South Dakota Department of Transportation**

Will require its contractors to be responsible for suppression costs together with damages for all fires started as a result of the project operations or contractors on the project or employees of said contractor.

2. The Forest Service

Will pay contractor personnel firefighting and equipment as well as equipment operator's wages used for fire suppressions work on fires not a result of the project operation or its personnel at Forest Service Equipment Use Rates as established annually or other use rates may be negotiated in advance as required.

3. Contractor

Will pay for all costs of fires resulting from the project operations.

D. Black Hills Fire Protection District

The Black Hills National Forest has a very volatile wildfire profile due to the ponderosa pine fuel type and unique weather phenomena thus fire prevention is of utmost importance. Illegal fires are often built by individuals and then attended by large groups. Upon finding illegal fire attended by large groups officers have difficulty finding the person(s) who started the illegal fire. Having the ability to hold everyone attending the fire accountable allows officers to effectively deal with the illegal fire. Further, this regulation will also allow Forest Officers to enforce fire prevention regulations established by the State of South Dakota.

The Forest Order pertaining to the Black Hills Fire Protection District in essence, places Stage I Fire Restrictions year round. To ensure the protection of public safety, public and private property, and the natural resources within the Black Hills National Forest by regulating the use of fires within the Black Hills Fire Protection District.

1. PROHIBITIONS:

- a. ***Building, maintaining, attending or using*** a fire or campfire unless the fire is in an established fireplace approved or constructed by a public agency in a designated recreation area. Stove fires are excluded from this Order. *36 C.F.R. § 261.52(a)*.

A Campfire means a fire, not within any building, mobile home or living accommodation mounted on a motor vehicle, which is used for cooking, personal warmth, lighting, ceremonial, or aesthetic purpose.

A Stove fire is defined as a fire built inside an enclosed stove or grill, a portable brazier, or a pressurized liquid gas stove, including a space-heating device.

- b. To the extent not authorized by the Exemptions below, violating any provision of SDCL §§ 34-35-15, 34-35-16 and/or 34-35-17, which prohibit open fires in the Black Hills Fire Protection District, copies of which statutes are attached and hereby incorporated into this Order as Exhibit A. 36 C.F.R. § 261.52(k).

Note: South Dakota Statute defines “open fire” as any fire to burn slash, brush, grass, stubble, debris, rubbish, or other inflammable material not enclosed in a stove, spark proof incinerator, or an established fireplace approved or constructed by a public agency in a designated recreation area.

2. EXEMPTIONS:

Pursuant to 36 C.F.R. § 261.50 (e), the following persons are exempt from this Order:

- a. Any person with a Forest Service or State issued permit specifically authorizing the otherwise prohibited act or omission.
- b. Any Federal, State, or local officer, or member of any organized rescue or fire fighting force in the performance of an official duty.

E. Stage 2 Fire Restrictions

The purpose of enacting Stage II Fire Restrictions on a National Forest is to protect public health and safety due to the current and anticipated elevated risk of wildfire. Stage 2 Fire Restrictions could be considered a rare occurrence.

1. PROHIBITIONS:

- a. Building, maintaining, attending or using a fire, campfire, or stove fire. 36 CFR § 261.52(a). This includes charcoal grills and barbecues, coal and wood burning stoves and shepherd's stoves and **includes use in developed camping and picnic grounds.**
EXCEPT: Devices using pressurized liquid or gas (stoves, grills or lanterns) that include shut-off valves are permitted when used in an area at least three feet or more from flammable material such as grasses or pine needles.
- b. Welding or operating acetylene or other torch with open flame. 36 CFR § 261.52(i).
- c. Operating or using any internal combustion engine (e.g. chainsaw, generator, ATV) without a spark arresting device properly installed, maintained and in effective working order meeting either:
 - 1) Department of Agriculture, Forest Service Standard 5100-1a; or
 - 2) Appropriate Society of Automotive Engineers (SAE) recommended practice J335(b) and J350(a). 36 CFR § 261.52(j).

- d. Operating a chainsaw without an approved spark arresting device as described in Prohibition #4, a chemical pressurized fire extinguisher (8 oz. capacity by weight or larger and kept with the operator) and a round point shovel with an overall length of at least 35 inches readily available for use. 36 CFR § 261.52(h).
- e. Using an explosive. 36 CFR § 261.52(b). This includes but is not limited to fuses or blasting caps, fireworks, rockets, exploding targets, and tracers or incendiary ammunition.
- f. Possessing or using a motor vehicle off established roads, motorized trails or established parking areas, except when parking in an area devoid of vegetation within 10 feet of the vehicle. 36 C.F.R. § 261.56.

(Include as 8 if there is any current State fire ban code: Violating State law _____). 36 C.F.R. § 261.52(k).

2. EXEMPTIONS:

Pursuant to 36 C.F.R. § 261.50(e), the following persons are exempt from specified Prohibitions of this order:

- a. Persons with a valid Forest Service permit or contract specifically authorizing the otherwise prohibited act or omission may be eligible for an exemption from Prohibitions #1, #3, #4, #5, #6 and #7. Any exemption must be applied for in writing, include an appropriate mitigation plan and must be authorized in writing by the appropriate Forest Service official. The authorization must be in the physical possession of the person or persons undertaking the exempted activities.
- b. Any Federal, State or local officer or member of an organized rescue or firefighting force in the performance of an official duty is exempt from Prohibitions #1, #3, #4, #5, #6, and #7.
- c. Residents, owners or lessees within the restricted area are exempt from #1, provided such fires are within a permanent dwelling and there is a spark arrestor in working order on the chimney.

Notice regarding Exemptions: Holders of valid Forest Service permits, leases and authorizations and all other persons are on notice that when proceeding with activities that are authorized pursuant to these Exemptions, such persons are responsible for conducting authorized activities in a safe and prudent manner using extra precautions and are electing to proceed at their own risk. An exemption does not absolve an individual or organization from liability or responsibility for damage, injury or loss to the United States for any fire started while undertaking the exempted activity.

F. Duration of this Plan

This plan will be in force from the duration of the contract. This fire plan will apply to any and all subcontractors and their employees. The contractor will be responsible to see that all subcontractors and their employees are made aware of the contents of this fire plan.

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION
FOR
CONTRACT TIME**

**PROJECT NH 018-492, 018-492, 385-491, 385-492 & 079N-492
PCNs i58u, i58v, i58w, i58x, & i58y
PENNINGTON, CUSTER, & FALL RIVER COUNTIES**

May 9, 2018

Sturgis Motorcycle Rally Restrictions

The Contractor will open all lanes to unimpeded traffic and the Department will not allow work on the project from August 1, 2018 to August 12, 2018 (inclusive) due to the Sturgis Motorcycle Rally.

The Contractor will not expose traffic to differential elevations in traveling lanes during this timeframe. The Department will not allow grooved surfaces, uneven lanes, loose gravel, loose cover aggregate, unmarked lanes, or shoulder drop offs during this timeframe.

The Department will make a disincentive assessment in the amount of \$1000 per calendar day for the Contractor's failure to comply with the Sturgis Motorcycle Rally restrictions. The Department will not grant time extensions for the Sturgis Motorcycle Rally restrictions for any reason.

Full Depth Pavement Repair Closure Requirements

In addition, the Department will limit the number and duration of stop condition closures for full depth PCC pavement repair. The Department will allow a maximum of 4 stop condition lane closures to be in place at any time. Also, the Contractor will complete the work required for full depth pavement repair within 10 calendar days per stop condition closure. The Contractor will refer to the plans for closure lengths and spacing requirements.

The Department will begin counting calendar days for a full depth pavement repair stop condition closure when the Contractor implements a stop condition on traffic. The Department will continue to count calendar days for a full depth pavement repair stop condition closure until the Contractor completes the work and traffic is no longer impeded. The Department will count calendar days in accordance with Section 8.6 B.

If the Contractor does not complete the work within the calendar day completion requirement for a full depth pavement repair stop condition closure, the Department will make a disincentive assessment amounting to \$1000 per calendar day.

Field Work Completion

The Contractor will complete the project by the November 2, 2018 field work completion date.

Time Extensions

In order to avoid or reduce liquidated damage and disincentive assessments, the Contractor may request a time extension for a calendar day count completion requirement and field work completion requirement (excluding the Sturgis Motorcycle Rally restriction). The Department will consider these time extension requests using the same considerations that apply when granting an extension of contract time under Section 8.7, except extra work or an increase in quantities will not qualify for an automatic extension of time based on a proportional increase in the contract amount.

Failure to Complete on Time

The Contractor will complete all work on the project prior to the field work completion requirement. If the Contractor does not complete all work by the field work completion requirement, the Department will assess liquidated damages in accordance with Section 8.8. The Department will assess liquidated damages for each working day the work (project) is late until the Contractor completes all field work.

In the event the Contractor does not complete all field work on time, the Department will count working days in accordance with Section 8.6 C.

Expected Adverse Weather Days

The Department has provided Attachment 1 for information purposes only as a guide to bidders. This table depicts the typical number of adverse weather days expected for any given month, based on historical records. The Department will consider this project a surfacing project in Zone 4.

The Department will consider expected adverse weather days cumulative in nature over the time period when the Contractor is actively pursuing completion of the work. The Department will not consider adverse weather days during an extended period of time when the Contractor is not pursuing completion of the work. When considering a time extension for field work completion of the project, the Engineer will compare the total number of expected adverse weather days against the total number of actual adverse weather days for the time period during which the work was being completed.

* * * * *

ATTACHMENT 1

Figure A - Expected Adverse Weather Days for South Dakota

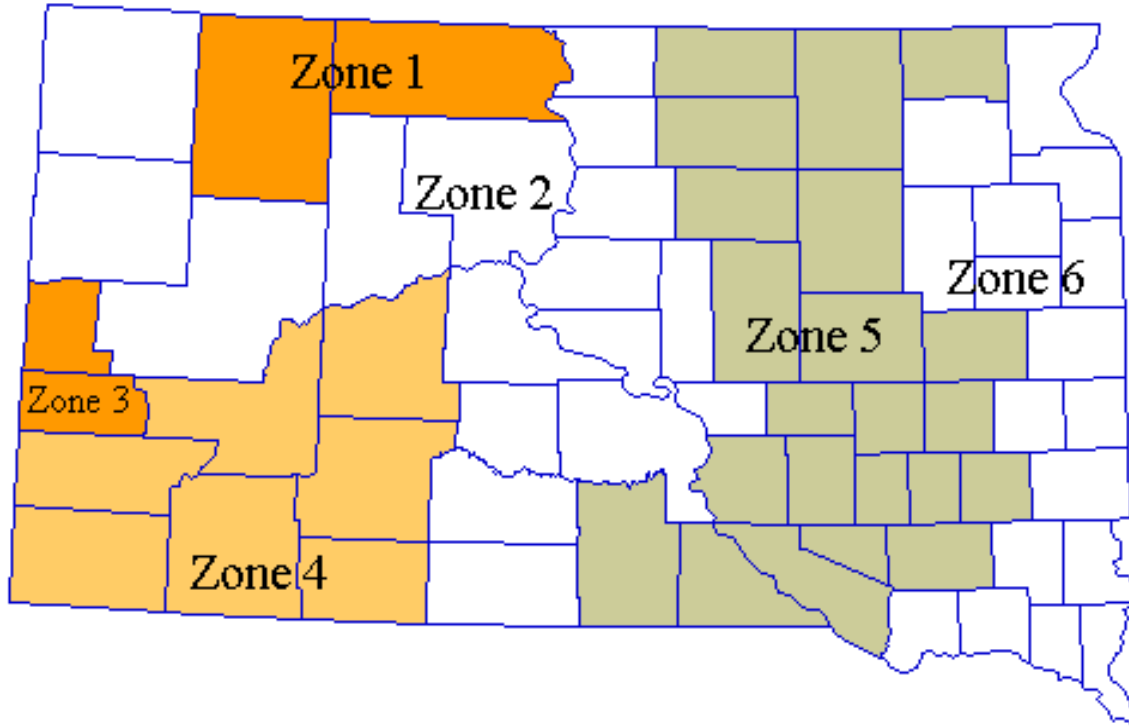


Table 1 - Expected Adverse Weather Days for South Dakota

	Grading Projects						Surfacing and Structural Projects					
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
Jan	18	18	16	16	22	24	18	18	15	16	21	23
Feb	19	18	12	14	19	21	19	18	12	14	19	21
Mar	12	10	9	8	11	13	12	10	9	8	10	12
Apr	6	5	8	5	6	6	5	4	6	4	4	4
May	6	6	8	6	6	6	5	5	6	4	4	5
Jun	7	6	7	6	7	8	5	5	5	4	5	6
Jul	5	5	6	5	6	7	4	4	5	3	4	5
Aug	4	4	5	4	5	6	3	3	4	3	4	4
Sep	3	3	4	3	4	5	2	2	3	2	3	4
Oct	4	3	5	3	4	4	3	3	4	2	3	3
Nov	11	9	8	7	10	12	11	9	8	7	10	11
Dec	21	19	15	14	20	22	21	19	15	14	20	22

NOTE: Includes Holidays and Weekends.

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION
FOR
CONTRACTOR ADMINISTERED PRECONSTRUCTION MEETING**

MARCH 15, 2016

I. DESCRIPTION

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

II. MATERIALS (Not Specified)

III. CONSTRUCTION REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

The Contractor will lead the meeting discussion as described in the Preconstruction Meeting Outline. The Area Engineer will prepare the meeting minutes including any unresolved items and distribute the minutes to all attendees and principle stakeholders within 5 business days following the preconstruction meeting.

IV. METHOD OF MEASUREMENT

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

V. BASIS OF PAYMENT

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

* * * * *

FUEL ADJUSTMENT AFFIDAVIT

Project Number _____
PCN _____
County _____

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

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

Yes No

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

Diesel (x) \$ _____

Unleaded (y) \$ _____

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

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

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

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

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

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

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

Dated _____ Signature _____

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

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

Notary Public

My Commission Expires

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

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

MARCH 1, 2016

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

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

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

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

Pertinent Non-Discrimination Authorities:

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

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

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

SEPTEMBER 1, 1997

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

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

* * * *

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

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

APRIL 30, 2013

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

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

1. The Contractor and each related subcontractor will pay all laborers and mechanics working at the site of work unconditionally and not less than once a week, and without subsequent deduction or rebate of any account, other than permitted payroll deductions. The Contractor and each related subcontractor must compute the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment at rates not less than those rates contained in the USDOL Davis-Bacon Act Wage Decision.
2. The Contractor and each related subcontractor will pay their respective employees not less than the USDOL minimum wage for each work classification an employee actually performs at the site of the work.
3. The Contractor and each related subcontractor must submit weekly, for each week in which any contract work is performed, a copy of a completed certified weekly payroll report to the South Dakota Department of Transportation (SDDOT) Labor Compliance Officer (LCO), at the following mailing address, within fourteen (14) calendar days of the end of the workweek

Department of Transportation
Labor Compliance Program
700 E. Broadway Avenue.
Pierre, SD 57501-2586

4. Each submitted certified weekly payroll report must set out accurately and completely all information required by the Instructions for SDDOT Statement of Compliance & Certified Payroll Report (located on the SDDOT Labor Compliance website). Each certified weekly payroll report must include the most recent [SDDOT Statement of Compliance Form](#), signed by the Contractor or related subcontractor or his or her agent who pays or supervises the payment of the persons employed

under the contract. The SDDOT will not accept any payroll report which does not include the most recent [SDDOT Statement of Compliance Form](#).

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

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

Davis-Bacon Act Wage Decisions

State: South Dakota

Construction Types: Heavy and Highway

Counties: South Dakota Statewide

General Decision Number: SD180001 Mod-1 04/06/2018 SD1

Agency: U.S. DOL
Wage Decision Number: SD180001 SD1
Counties: SD Statewide
Wage Decision Date: 04/06/2018 (Mod-1)

*SUSD2018-001 03-20-2018

LABORERS

GROUP GL1

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

GROUP GL2

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

GROUP GL3

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

GROUP GL5

Carpenter; Form Builder

GROUP GL6

Concrete Finisher; Painter; Grade Checker

POWER EQUIPMENT OPERATORS

GROUP G01

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

GROUP G02

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

GROUP G03

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

GROUP G04

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

GROUP G05

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

TRUCK DRIVERS

GROUP GT1

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

GROUP GT2

Semi-Tractor and Trailer; Tandem Truck with Pup

ELECTRICIANS

GROUP E01

Electrician

<u>Rates</u>	<u>Fringes</u>
18.86	0.00
17.51	0.00
18.95	0.00
27.96	0.00
21.41	0.00
20.62	0.00
20.66	0.00
22.02	0.00
23.79	0.00
24.77	0.00
21.46	0.00
21.66	4.22
26.42	3.85

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor contract clauses (29 CFR 5.5(a)(1)(ii)). Contractors are responsible for requesting SDDOT to secure necessary additional work classifications and rates.

*Classifications listed under an "SU" identifier were derived from survey data and the published rate is the weighted average rate based on all rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Survey wage rates are not updated and will remain in effect until a new survey is conducted.

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

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

Davis-Bacon Act Wage Decisions

State: South Dakota

Construction Types: Heavy and Highway

Counties: South Dakota Statewide

General Decision Number: SD180001 Mod-1 04/06/2018 SD1

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

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

For SDDOT Defined Work Classifications, please visit: http://www.sddot.com/business/contractors/labor/wcwr/Default.aspx

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

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

APRIL 18, 2018

The Supplemental Specifications dated April 18, 2018 are in effect for and made a part of this contract.

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

Department Website:

<http://www.sddot.com/business/contractors/specs/2015specbook/Default.aspx>

Operations Support:

605-773-3571

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**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

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

APRIL 4, 2018

The Supplemental Specifications for Errata dated April 4, 2018 are in effect for and made a part of this contract.

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

Department Website:

<http://www.sddot.com/business/contractors/specs/2015specbook/Default.aspx>

Operations Support:

605-773-3571

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**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

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

JUNE 6, 2018

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

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

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

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

Specification Section Number	Specification Section Name	Item Name	Price per Item
5.8	Construction Stakes, Lines and Grades	Three-Man Survey Crew	\$160.00/hour
7.7	Public Convenience and Safety	Water	\$15.00/M.Gal
9.3	Payment for extra haul of Materials	Extra Haul	\$0.15/ton mile
120.5 A.5.	Roadway and Drainage Exc. & Emb.	Unclassified Excavation Digouts	\$8.00/cu.yd.
120.5 H.	Roadway and Drainage Exc. & Emb.	Extra Haul	\$0.05/cu.yd. station
120.5 I.	Roadway and Drainage Exc. & Emb.	Water for Embankment	\$15.00/M.Gal
421.5	Undercutting Pipe & Plate Pipe	Undercutting Culverts	\$12.00/cu.yd.
510.5 D.	Timber, Prestressed, and Steel Piles	Timber Pile Splice	\$550.00/each

		Steel Pile Splices (*All Weights)	Splice made after one of the pieces has been driven.
		8 HP*	\$220.00/each
		10 HP*	\$300.00/each
		12 HP*	\$360.00/each
		14 HP*	\$420.00/each
			Splice made before either of the pieces has been driven.
		8 HP*	\$105.00/each
		10 HP*	\$125.00/each
		12 HP*	\$140.00/each
		14 HP*	\$160.00/each
510.5 E	Timber, Prestressed, and Steel Piles	Pile Shoes (Timber Pile)	\$110.00/each
510.5.H	Timber, Prestressed, and Steel Piles	Pile Tip Reinforcement (Steel Pile)	
		10" HP Tip Reinforced	\$120.00/each
		12" HP Tip Reinforced	\$140.00/each
		14" HP Tip Reinforced	\$170.00/each
601.5	Haul Roads	Granular Material	\$12.00/ton
601.5	Haul Roads	Asphalt Concrete (including asphalt)	\$80.00/ton
601.5	Haul Roads	Cover Aggregate	\$25.00/ton
601.5	Haul Roads	Asphalt for Prime	\$700.00/ton
601.5	Haul Roads	Asphalt (Tack, Flush & Surface Treatment)	\$450.00/ton
601.5	Haul Roads	Water	\$15.00/M.Gal
601.5	Haul Roads	Dust Control Chlorides	\$0.35/lb
634.5	Temporary Traffic Control	Flagging	\$28.99/hour
634.5	Temporary Traffic Control	Pilot Car	\$41.88/hour

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