

## **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.

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

**Utilization of Minority Business Enterprises Clauses**

**PROJECT(S):** 090E-451 & 090W-451

**PCN i6n4 & i6n5**

**COUNTY(IES):** Meade & Lawrence

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): 090E-451 & 090W-451

PCN i6n4 & i6n5

COUNTY(IES): Meade & Lawrence

\_\_\_\_\_  
(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. 3/1/22

INDEX OF SPECIAL PROVISIONS

PROJECT(S): 090E-451 & 090W-451

PCN i6n4 & i6n5

COUNTY(IES): Meade & Lawrence

TYPE OF WORK: ASPHALT SHOULDER JOINT REPAIR ON I90

**THE FOLLOWING ITEMS ARE INCLUDED IN THIS PROPOSAL FORM:**

**Special Provision for Contract Time, dated 3/4/22**

**Special Provision for Asphalt Concrete Crack Leveling, dated 3/1/18**

Special Provision for Additional Cementitious Material in Small Batches, dated 2/1/22.

Special Provision for Structural Concrete Proportions, dated 3/1/22.

Special Provision for Grass Seed Substitution, dated 1/26/22.

Special Provision for Restriction of Boycott of Israel, dated 1/31/20.

Special Provision for Contractor Administered Preconstruction Meeting, dated 12/18/19.

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

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

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

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

Wage and Hour Division US Department of Labor Washington DC.

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

Special Provision for Supplemental Specifications to 2015 Standard Specifications for Roads and  
Bridges, dated 1/19/22.

Special Provision for Errata to 2015 Standard Specifications for Roads and Bridges, dated  
11/20/19.

Special Provision for Price Schedule for Miscellaneous Items, dated 10/7/20.

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**STATE OF SOUTH DAKOTA  
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION  
FOR  
CONTRACT TIME**

**PROJECT 090E-451 & 090W-451  
PCN's i6n4 & i6n5  
LAWRENCE COUNTY**

**March 4, 2022**

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**Field Work Completion**

The Contractor will complete the project by the October 14, 2022 field work completion date.

**Sturgis Motorcycle Rally Restriction**

The Contractor will open all lanes to unimpeded traffic and the Department will not allow work on the project from July 30, 2022 to August 14, 2022 (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 milled surfaces, grooved surfaces, uneven lanes, loose gravel, unmarked lanes, or shoulder drop offs during this timeframe. The Contractor will pave all transitions for a smooth ride as approved by the Engineer.

The Department will make a disincentive assessment in the amount of \$2000 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.

**Time Extensions**

In order to avoid or reduce liquidated damage and disincentive assessments, the Contractor may request a time extension for the working day count completion requirement and field work completion requirement. 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 extension of time based solely 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.

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**STATE OF SOUTH DAKOTA  
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION  
FOR  
ASPHALT CONCRETE CRACK LEVELING**

**MARCH 1, 2018**

**I. DESCRIPTION**

This work consists of repairing recessed joints in asphalt concrete pavement with a specified sealant material without milling or routing.

**II. MATERIALS**

Asphalt repair mastic shall be composed of quality-selected asphalt and/or resins, select aggregates with structural integrity, synthetic rubber polymers, anti-oxidants, naturally occurring and man-made reinforcing material, and other modifiers.

Asphalt repair mastic shall be Deery Level and Go Repair Mastic, Crafcoc Mastic One, Maxwell GAP MOD 201, or Right Pointe Pave Patch Black meeting the appropriate specifications below or an approved equal.

**A. Deery Level and Go Repair Mastic**

| <b>PROPERTIES OF MASTIC BINDER</b>                                    |                        |                                  |
|-----------------------------------------------------------------------|------------------------|----------------------------------|
|                                                                       | <b>Test Method</b>     | <b>Specification</b>             |
| Penetration @ 77°F (25°C), 150 g, 5 sec                               | ASTM D5329             | 100 dmm Max.                     |
| Penetration @ 122°F (50°C), 150 g, 5 sec                              | ASTM D5329             | 150 dmm Max.                     |
| Ductility @ 77°F (25°C), 5 cm Min.                                    | ASTM D113              | 20 cm Min.                       |
| Softening Point (R&B)                                                 | ASTM D36               | 190°F (88°C) Min.                |
| Pliability @ 0°F (-18°C), 1" mandrel, 90° bend, 2 sec                 | ASTM D3111 Modified *  | Bend With No Cracks              |
| Resilience @ 77°F (25°C)                                              | ASTM D5329             | 45% Min.                         |
| <b>PROPERTIES OF BLENDED MASTIC PRODUCT</b>                           |                        |                                  |
|                                                                       | <b>Test Method</b>     | <b>Specification</b>             |
| Low Temperature Flexibility @ 32°F (0°C) 1" mandrel, 90° bend, 10 sec | ASTM D3111 Modified ** | Bend Without Breaking            |
| Weight per Cubic Foot (Cubic Meter)                                   |                        | 108–112 pounds (49–51 kilograms) |
| Recommended Application Temp                                          |                        | 380-400°F (193-204°C)***         |

|                   |  |                        |
|-------------------|--|------------------------|
| Safe Heating Temp |  | 400°F (204°C) Max.**** |
|-------------------|--|------------------------|

\* 1" (25mm) wide x 7" (175mm) long x 0.5" (12mm) thick sample

\*\* 2" (50mm) wide x 6" (150mm) long x 0.25" (8mm) thick sample conditioned for 24 hours

\*\*\* Temperature of the product measured at the pavement surface. Use maximum application temperature in cool weather

\*\*\*\* Prolonged heating at or above Maximum Safe Heating Temperature may severely damage product

## B. CrafcO Mastic One

| PROPERTIES OF MASTIC BINDER                             |                     |                        |
|---------------------------------------------------------|---------------------|------------------------|
|                                                         | Test Method         | Specification          |
| Penetration @ 77°F (25°C)                               | ASTM D5329          | 60 dmm Max.            |
| Penetration @ 122°F (50°C)                              | ASTM D5329          | 120 dmm Max.           |
| Flexibility @ 32°F (0°C), 1" mandrel, 180° bend, 10 sec | ASTM D3111 Modified | Bend Without Cracking  |
| Softening Point (R&B)                                   | ASTM D36            | 200°F (93°C) Min.      |
| PROPERTIES OF BLENDED MASTIC PRODUCT                    |                     |                        |
|                                                         | Test Method         | Specification          |
| Flexibility @ 32°F (0°C),                               | PTM 3               | Pass                   |
| Adhesion @ 77°F (25°C)                                  | PTM 4               | 25 PSI (172 KPA), Min. |
| Specific Gravity                                        |                     | 1.7 – 2.0              |
| Recommended Application Temp                            |                     | 375-400°F (190 -204°C) |

Test Methods PTM 3 and PTM 4 are CrafcO, Inc test procedures. Copies may be obtained from the Company. Contact information for CrafcO, Inc: 1-800-528-8242.

## C. Maxwell GAP MOD 201

| PROPERTIES OF MASTIC BINDER                                 |                     |                    |
|-------------------------------------------------------------|---------------------|--------------------|
|                                                             | Test Method         | Specification      |
| Cone Penetration @ 77°F (25°C), 150 g, 5 sec                | ASTM D5329          | 70 dmm Max.        |
| Softening Point (R&B)                                       | ASTM D36            | 200°F (93°C) Min.  |
| Ductility @ 77°F (25°C), 5 cm Min.                          | ASTM D113           | 50 cm Min.         |
| Resilience @ 77°F (25°C)                                    | ASTM D5329          | 35% Min.           |
| Flow @ 140°F (60°C)                                         | ASTM D5329          | 3 mm Max.          |
| PROPERTIES OF BLENDED MASTIC PRODUCT                        |                     |                    |
|                                                             | Test Method         | Specification      |
| Flexibility @ -5°F (-20.6°C)<br>1" mandrel, 90° bend, 2 sec | ASTM D3111 Modified | Pass               |
| Adhesion @ 77°F (25°C)                                      | ASTM D5329          | 600% Min.          |
| Recommended Application Temp                                |                     | 380°F (193°C)      |
| Safe Heating Temp                                           |                     | 400°F (204°C) Max. |

**D. Right Pointe Pave Patch Black**

| <b>PROPERTIES OF MASTIC BINDER</b>          |                    |                       |
|---------------------------------------------|--------------------|-----------------------|
|                                             | <b>Test Method</b> | <b>Specification</b>  |
| Penetration @ 77°F (25°C)                   | ASTM D5329         | 100 dmm Max.          |
| Penetration @ 122°F (50°C)                  | ASTM D5329         | 130 dmm Max.          |
| Ductility @ 77°F (25°C)                     | ASTM D113          | 30 cm Min.            |
| Ductility @ 122°F (50°C)                    | ASTM D113          | 30 cm Min.            |
| Softening Point (R&B)                       | ASTM D36           | 200°F (93°C) Min.     |
| Mandrel Bend                                | ASTM D3111         | Pass                  |
| Resilience @ 77°F (25°C)                    | ASTM D5329         | 40% Min.              |
| Flow @ 140°F (60°C)                         | ASTM D5329         | 3 mm Max.             |
| <b>PROPERTIES OF BLENDED MASTIC PRODUCT</b> |                    |                       |
|                                             | <b>Test Method</b> | <b>Specification</b>  |
| Flexibility @ -5°F (-20.6°C)                | ASTM D3111         | PASS                  |
| Adhesion @ 77°F (25°C)                      | ASTM D5329         | 550%                  |
| Specific Gravity                            |                    | 1.7                   |
| Recommended Application Temp                |                    | 350-400°F (177-204°C) |
| Safe Heating Temp                           |                    | 400°F (204°C) Max.    |

**E. Structural Aggregate Properties:** The aggregate portion of the mastic shall include wear resistant granite, quartzite, or limestone meeting the following requirements:

| <b>PROPERTIES OF AGGREGATE</b>    |                          |                      |
|-----------------------------------|--------------------------|----------------------|
|                                   | <b>Test Method</b>       | <b>Specification</b> |
| Resistance to Abrasion and Impact | ASTM C131<br>Grading "C" | 20% Degradation Max  |

**III. CONSTRUCTION REQUIREMENTS**

**A. Surface Preparation:** All surfaces shall be dry and free of all dirt, dust, grease, and loose material prior to application of the mastic. All surfaces shall be cleaned by the use of compressed air produced from an air-compressor with the capability of producing a minimum of 125 cfm (0.06 cubic meters per second) of clean, oil-free compressed air equipped with a maximum of a ¾ inch (20mm) diameter nozzle. The use of "backpack" type blowers is not allowed.

In the event of surface temperatures falling below 40°F (4°C), a compressed air heat lance shall be used to thoroughly dry all moisture and heat the surface area as per the manufacturer's recommendations. The compressed air heat lance shall produce a minimum temperature of 750°F (399°C) at a minimum velocity of 650 feet per second. The compressed air must be produced from an air-compressor with the capability of producing a minimum of 125 cfm (0.06 cubic meters per second) of clean, oil-free compressed air. The use of

direct flame dryers will not be permitted. Caution shall be taken as to not overheat pavement surfaces.

When recommended by the mastic manufacturer, a surface conditioner or primer approved by the mastic manufacturer shall be applied to the surfaces prior to placement of the asphalt repair mastic to promote increased surface adhesion to the existing pavement. If used, the surface conditioner or primer must thoroughly cover all surface areas where the asphalt repair mastic will be placed. The installation of the asphalt repair mastic will not take place until the surface conditioner or primer has cured to a "tacky" consistency.

**B. Installation:** The Contractor must be trained and approved by the mastic manufacturer.

The asphalt repair mastic shall be heated in a thermostatically controlled mastic mixer that utilizes oil as a heat transfer medium. The Mastic mixer must be equipped with a full sweep horizontal agitator capable of gently lifting the material from the bottom of the reservoir and turning the material over and over. The agitator shall be capable of mixing and suspending materials, filled with aggregates having a specific gravity as high as 3.0.

The heated asphalt repair mastic will then be dispensed onto the properly prepared pavement recess, in layers if needed. Immediately following, a heated hand squeegee shall be used to level and smooth the repair mastic with the surrounding pavement surface until the material has formed a durable, well-bonded repair. The heated hand squeegee shall be kept free of material buildup to ensure a smooth, quality finished product.

The asphalt repair mastic shall be applied to the applicable surface area from the bottom up in lifts appropriate to the specific application. Due to the depths of some of the repair locations, a minimum of two lifts may be required to obtain a level surface. In the event that multiple lifts are required, the first application should fill the work area to within 0.5" (12mm) to 1" (25mm) of the desired reservoir depth. The first lift shall be properly cooled before any subsequent lifts are applied. All excess material shall be removed from the roadway and properly disposed of.

The Contractor shall cooperate with the Engineer to keep accurate running totals of the pounds of mastic used.

**C. Documentation:** The Contractor's documentation shall include all of the following information.

1. Written verification from the manufacturer stating the Contractor has received the required training and certification to install the asphalt repair mastic.

2. Written certification from the manufacturer for each shipment, which shall include a statement of the asphalt repair mastic material quantity and quality control data for each production run. A production run shall be described as the quantity of material produced during one cycle from startup to shutdown of the manufacturer's equipment.
3. Manufacturer's certificate of compliance for surface conditioner or primer.

**IV. METHOD OF MEASUREMENT**

Asphalt repair mastic will be measured by the pound (kilogram) of mastic applied. The manufacturer's weights of the mastic will be accepted as the basis for measurement.

**V. BASIS OF PAYMENT**

Asphalt repair mastic will be paid to the contract by unit price per pound (kilogram) and shall be full compensation for all labor, equipment, materials, surface conditioner, or primer, and incidentals required to place the repair mastic.

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**STATE OF SOUTH DAKOTA  
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION  
FOR  
ADDITIONAL CEMENTITIOUS MATERIAL IN SMALL BATCHES**

**FEBRUARY 1, 2022**

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**Section 380.3 E – Page 201 – Delete the 2<sup>nd</sup> full paragraph on page 202, the table on page 202, and the paragraph below the table on page 202 and replace with the following:**

When a concrete batch is 60% or less of the rated capacity of the drum on a central plant, drum on a truck mixer, or agitator; the Contractor may pre coat the drum or agitator or incorporate additional cementitious materials to the batch.

**Section 460.3 E – Page 316 – Delete the 3<sup>rd</sup> paragraph of this section on page 316 and 317, the table on page 317, and the paragraph below the table on page 317 and replace with the following:**

When a concrete batch is 60% or less of the rated capacity of the drum on a central plant, drum on a truck mixer, or agitator; the Contractor may pre coat the drum or agitator or incorporate additional cementitious materials to the batch.

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**STATE OF SOUTH DAKOTA  
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION  
FOR  
STRUCTURAL CONCRETE PROPORTIONS**

**MARCH 1, 2022**

**Section 460.3 A – Page 307 – Delete Table 1 and the footnotes on page 308 and replace with the following:**

**Table 1**

| <b>Class of Concrete</b> | <b>Minimum Cement Content*<sup>1</sup><br/>(Pounds / cubic yard)</b> | <b>Maximum Water/<br/>Cementitious<br/>Material<br/>Ratio*<sup>3</sup></b> | <b>Slump<br/>Range at<br/>Time of<br/>Placement*<sup>4</sup></b> | <b>Entrained<br/>Air<br/>Content<br/>Range*<sup>5</sup><br/>(%)</b> | <b>Minimum<br/>Coarse<br/>Aggregate<br/>Content*<sup>6</sup><br/>(%)</b> | <b>Minimum 28<br/>Day<br/>Compressive<br/>Strength<br/>(PSI)</b> |
|--------------------------|----------------------------------------------------------------------|----------------------------------------------------------------------------|------------------------------------------------------------------|---------------------------------------------------------------------|--------------------------------------------------------------------------|------------------------------------------------------------------|
| A40                      | 585<br>565 if well<br>graded* <sup>2</sup>                           | Field<br>maximum<br>listed on<br>mix design                                | 1 - 5½ inches                                                    | 5.0 to 8.0                                                          | 50                                                                       | 4000                                                             |
| A45                      | 600<br>575 if well<br>graded* <sup>2</sup>                           | Field<br>maximum<br>listed on<br>mix design                                | 1 - 5½ inches                                                    | 5.0 to 8.0                                                          | 50                                                                       | 4500                                                             |
| A50                      | 650<br>625 if well<br>graded* <sup>2</sup>                           | Field<br>maximum<br>listed on<br>mix design                                | 1 - 5½ inches                                                    | 5.0 to 8.0                                                          | 50                                                                       | 5000                                                             |

\*<sup>1</sup> The maximum cementitious content (total cement, fly ash, and other cementitious admixture) content will be 800 pounds per cubic yard. The Contractor will substitute a portion of the cement with Class F modified fly ash in accordance with Section 605 for all concrete used in bridge decks, bridge sidewalks, and barrier curbs. The amount of cement to be replaced will be 20% to 25% by weight. The ratio of substitution of fly ash to cement will be 1:1 by weight.

\*<sup>2</sup> Well graded concrete mixes are those mixes conforming to the aggregate gradation shown in Chart A for size #15 coarse aggregate or Chart B for size #20 coarse aggregate. Size #20 coarse aggregate will only be allowed when specified in the plans.

\*<sup>3</sup> The mix design will establish a maximum water/cementitious material ratio, which will not exceed 0.45

\*<sup>4</sup> The slump of concrete used in bridge decks and bridge sidewalks poured with the bridge deck will be maintained between 2 and 4 inches at the time of placement. The slump of concrete used in cantilevered bridge deck sidewalks poured separately from the bridge deck will be maintained between 2 and 5½ inches at the time of placement.

\*<sup>5</sup> Concrete used in bridge decks, bridge sidewalks, and barrier curbs will contain 5.5% to 7.5% entrained air.

\*<sup>6</sup> The minimum coarse aggregate content is determined by the percent weight of the total aggregates.

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**STATE OF SOUTH DAKOTA  
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION  
FOR  
GRASS SEED SUBSTITUTION**

**JANUARY 26, 2022**

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The Contractor may substitute a portion of the grass seed mixture specified in the plans in accordance with the following:

**Blue Grama (*Bouteloua gracilis*)**

The allowable substitutions for Blue Grama may be either of the following:

- Little Bluestem (*Schizachyrium scoparium*) varieties 'Itasca' and 'Badlands'. The substitution rate for both varieties will be 2:1 (substitution seed:specified seed)
- Sideoats Grama (*Bouteloua curtipendula*) varieties 'Butte' and 'Pierre'. The substitution rate for both varieties will be 1:1.

**Creeping Red Fescue (*Festuca rubra*)**

The allowable substitutions for Creeping Red Fescue may be any of the following:

- Sheep Fescue (*Festuca ovina*) variety not stated (VNS). The substitution rate will be 1:1.
- Hard Fescue (*Festuca trachyphylla*) variety not stated (VNS). The substitution rate will be 1:1.
- Chewing's Fescue (*Festuca rubra* ssp. *commutata*) varieties Ambrose, K2, Zodiac, Shadows III. The substitution rate will be 1:1.

The Department will make no additional payment for these allowable substitutions.

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**STATE OF SOUTH DAKOTA  
DEPARTMENT OF TRANSPORTATION**

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

**JANUARY 31, 2020**

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

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

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

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**STATE OF SOUTH DAKOTA  
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION  
FOR  
CONTRACTOR ADMINISTERED PRECONSTRUCTION MEETING**

**DECEMBER 18, 2019**

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**I. DESCRIPTION**

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

**II. MATERIALS (Not Specified)**

**III. CONSTRUCTION REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**IV. METHOD OF MEASUREMENT**

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

**V. BASIS OF PAYMENT**

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

\* \* \* \* \*

**FUEL ADJUSTMENT AFFIDAVIT**

Project Number \_\_\_\_\_  
PCN \_\_\_\_\_  
County \_\_\_\_\_

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

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

Yes                       No

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

Diesel (x) \$ \_\_\_\_\_

Unleaded (y) \$ \_\_\_\_\_

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

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

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

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

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

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

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

Dated \_\_\_\_\_ Signature \_\_\_\_\_

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
*Notary Public*

\_\_\_\_\_  
*My Commission Expires*

**STATE OF SOUTH DAKOTA  
DEPARTMENT OF TRANSPORTATION**

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

**MARCH 1, 2016**

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

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

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

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

**Pertinent Non-Discrimination Authorities:**

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

\*\*\*\*\*

**STATE OF SOUTH DAKOTA  
DEPARTMENT OF TRANSPORTATION**

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

**SEPTEMBER 1, 1997**

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

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

\* \* \* \*

**STATE OF SOUTH DAKOTA  
DEPARTMENT OF TRANSPORTATION**

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

**OCTOBER 24, 2019**

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

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

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

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

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

\* \* \* \* \*

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

**Davis-Bacon Act Wage Decisions**

**State: South Dakota**

**Construction Types: Heavy and Highway**

**Counties: South Dakota Statewide**

**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: https://dot.sd.gov/doing-business/contractors/labor-compliance/defined-work-classifications-wage-requirements

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**

**JANUARY 19, 2022**

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The Supplemental Specifications dated January 19, 2022 are in effect for and made a part of this contract.

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

Department Website:

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

Operations Support:  
605-773-3571

\* \* \* \* \*

**STATE OF SOUTH DAKOTA  
DEPARTMENT OF TRANSPORTATION**

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

**NOVEMBER 20, 2019**

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The Supplemental Specifications for Errata dated November 20, 2019 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:

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

Operations Support:

605-773-3571

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**STATE OF SOUTH DAKOTA  
DEPARTMENT OF TRANSPORTATION**

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

**OCTOBER 7, 2020**

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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.

| <b>Specification Section Number</b> | <b>Specification Section Name</b>      | <b>Item Name</b>                    | <b>Price per Item</b>                                                  |
|-------------------------------------|----------------------------------------|-------------------------------------|------------------------------------------------------------------------|
| 5.8                                 | Construction Stakes, Lines, and Grades | Engineer Directed Surveying/Staking | \$150.00/hour                                                          |
| 7.7                                 | Public Convenience and Safety          | Water for Dust Control              | \$25.00/M.Gal                                                          |
| 9.3                                 | Payment for extra haul of Materials    | Extra Haul                          | \$0.20/ton mile (Truck)<br>or<br>\$0.08/ cubic yard station (Scraper)  |
| 120.5 A.5.                          | Roadway and Drainage Exc. & Emb.       | Unclassified Excavation, Digouts    | \$11.00/cu.yd.                                                         |
| 120.5 H.                            | Roadway and Drainage Exc. & Emb.       | Extra Haul                          | \$0.20 /ton mile (Truck)<br>or<br>\$0.08 /cubic yard station (Scraper) |
| 120.5 I.                            | Roadway and Drainage Exc. & Emb.       | Water for Embankment                | \$25.00/M.Gal                                                          |
| 421.5                               | Undercutting Pipe & Plate Pipe         | Undercutting Culverts               | \$15.00/cu.yd.                                                         |

|          |                                      |                                                 |                                                                |
|----------|--------------------------------------|-------------------------------------------------|----------------------------------------------------------------|
| 510.5 D. | Timber, Prestressed, and Steel Piles | Timber Pile Splice                              | \$750.00/each                                                  |
|          |                                      | Steel Pile Splices<br>(*All Weights)            | Splice made before either<br>of the pieces has been<br>driven. |
|          |                                      | 8 HP*                                           | \$150.00/each                                                  |
|          |                                      | 10 HP*                                          | \$175.00/each                                                  |
|          |                                      | 12 HP*                                          | \$200.00/each                                                  |
|          |                                      | 14 HP*                                          | \$225.00/each                                                  |
|          |                                      | Steel Pile Splices<br>(*All Weights)            | Splice made after one of<br>the pieces has been<br>driven.     |
|          |                                      | 8 HP*                                           | \$325.00/each                                                  |
|          |                                      | 10 HP*                                          | \$425.00/each                                                  |
|          |                                      | 12 HP*                                          | \$525.00/each                                                  |
|          |                                      | 14 HP*                                          | \$600.00/each                                                  |
| 510.5 E. | Timber, Prestressed, and Steel Piles | Pile Shoes (Timber<br>Pile)                     | \$150.00/each                                                  |
| 510.5 H. | Timber, Prestressed, and Steel Piles | Pile Tip<br>Reinforcement<br>(Steel Pile)       |                                                                |
|          |                                      | 10" HP Tip<br>Reinforced                        | \$160.00/each                                                  |
|          |                                      | 12" HP Tip<br>Reinforced                        | \$185.00/each                                                  |
|          |                                      | 14" HP Tip<br>Reinforced                        | \$225.00/each                                                  |
| 601.5    | Haul Roads                           | Granular Material                               | \$20.00/ton                                                    |
| 601.5    | Haul Roads                           | Asphalt Concrete<br>(including asphalt)         | \$120.00/ton                                                   |
| 601.5    | Haul Roads                           | Cover Aggregate                                 | \$45.00/ton                                                    |
| 601.5    | Haul Roads                           | Asphalt for Prime                               | \$925.00/ton                                                   |
| 601.5    | Haul Roads                           | Asphalt (Tack, Flush<br>& Surface<br>Treatment) | \$600.00/ton                                                   |
| 601.5    | Haul Roads                           | Water                                           | \$25.00/M.Gal                                                  |
| 601.5    | Haul Roads                           | Dust Control<br>Chlorides                       | \$0.45/lb                                                      |
| 634.5    | Temporary Traffic Control            | Flagging                                        | \$30.37/hour                                                   |
| 634.5    | Temporary Traffic Control            | Pilot Car                                       | \$43.87/hour                                                   |

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