

NOTICE TO CONTRACTORS

Sealed bids will be received by the South Dakota Department of Transportation, Rapid City Regional Office until 1:00 pm, MT, Thursday May 11, 2023 for the following project:

<u>Proj. No.</u>	<u>County</u>	<u>Type of Work</u>	<u>Area Office</u>	<u>Completion Date</u>
079S-492 & 385 N-492	Custer & Fall River	Concrete Repair on Hwy 79 & Hwy 385	Custer	Nov. 3. 2023

AVAILABILITY OF PLANS AND PROPOSALS:

Plans and proposal forms are available at the following website:

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

Please email the Rapid City Region office for the DOT-123 form for bidding.

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

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

Contact Name
Company Name
Mailing Address
Phone Numbers

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

CONTENT OF PROPOSALS:

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

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

Proposals will be in 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.

If hand delivering or using a package delivery service, address the envelope:	If using the US Postal Service, address the envelope:
Rapid City Region Letting SDDOT 2300 Eglin Street Rapid City, SD 57703	Rapid City Region Letting SDDOT P.O. Box 1970 Rapid City, SD 57709-1970

Hand delivered bids may be placed in a mailbox located in the front entryway of the Rapid City Region main office building. The mailbox is marked "Region Informal Letting Bids". The bid results will be posted on the region letting website following the opening.

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 \$250,000.00 shall be pre-qualified.

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

MISCELLANEOUS:

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

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

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

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

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

DEPARTMENT OF TRANSPORTATION
Todd A. Seaman
Region Engineer

John Rehorst
Region Design Engineer

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

NOTICE TO ALL BIDDERS

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

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

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

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

* * * *

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

Utilization of Minority Business Enterprises Clauses

PROJECT(S): 079S-492 & 385 N-492

PCN i76d & i76e

COUNTY(IES): Custer & Fall River

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): 079S-492 & 385 N-492

PCN i76d & i76e

COUNTY(IES): Custer & Fall River

(an individual)
(a partnership)
(a corporation)

do hereby certify that I, We or any owner or partner holding a controlling interest, director or officer of the bidder; principal investigator, project director or other position involved in management of the project for which this bid is submitted, have not directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for the project, and that within the last 3 years none of the above have been suspended, debarred, voluntarily excluded or determined ineligible by any federal or state agency, been indicted, convicted, or had a civil judgment rendered against any of the above or the business entity described herein by a court of competent jurisdiction in any matter involving fraud or official misconduct for which we are currently under suspension or debarment. Nor is a proposed suspension or debarment pending against any of the above for any of the above listed reasons.

* * * *

COMPLETE SIGNATURE BLOCK A. or B. BELOW:

A. Signed _____
(an individual)
(a partnership)
(a corporation)

By _____

Title _____

County of _____)

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 _____

INDEX OF SPECIAL PROVISIONS

PROJECT(S): 079S-492 & 385 N-492 PCN i76d & i76e

COUNTY(IES): Custer & Fall River

TYPE OF WORK: CONCRETE REPAIR ON HWY 79 AND HWY 385

THE FOLLOWING ITEMS ARE INCLUDED IN THIS PROPOSAL FORM:

Special Provision for Contract Time, dated 4/18/23

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

Special Provision for Restriction on Contracts with Prohibited Entities, dated 1/25/23.

Special Provision for Buy America, dated 1/20/23.

Special Provision for Liability Insurance, dated 4/21/22.

Special Provision for Responsibility for Damage Claims, dated 4/21/22.

Special Provision for Grass Seed Substitution, dated 2/9/23.

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

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

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

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

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

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

Wage and Hour Division US Department of Labor Washington DC.

- US Dept. of Labor Decision Number SD20230032, dated 3/10/23.

Special Provision for Supplemental Specifications to 2015 Standard Specifications for Roads and
Bridges, dated 9/7/22.

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

* * * *

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION
FOR
CONTRACT TIME**

**PROJECT 079 S-492 & 385 N-492, PCN i76D & i76E
CUSTER & FALL RIVER COUNTY**

APRIL 18, 2023

Working Day Sites Requirement

The Contractor will complete all work within 20 working days per individual site. The Department will begin to count working days at the individual site when the Contractor begins to impede traffic. The Department will continue to count working days until the Contractor completes all work required at the site. The Department will count working days in accordance with Section 8.6 A. The Department will allow a maximum of 2 lane closure set ups at one time. MRM 4+0.917 & MRM 6+0.480 on US 385 will be considered one site.

If the Contractor does not complete the work within the working day completion requirement, the Department will make a disincentive assessment in the amount of \$500 per working day.

Field Work Completion

The Contractor will complete the project by the November 3, 2023 field work completion date.

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. Table 1 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 working day count completion or 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

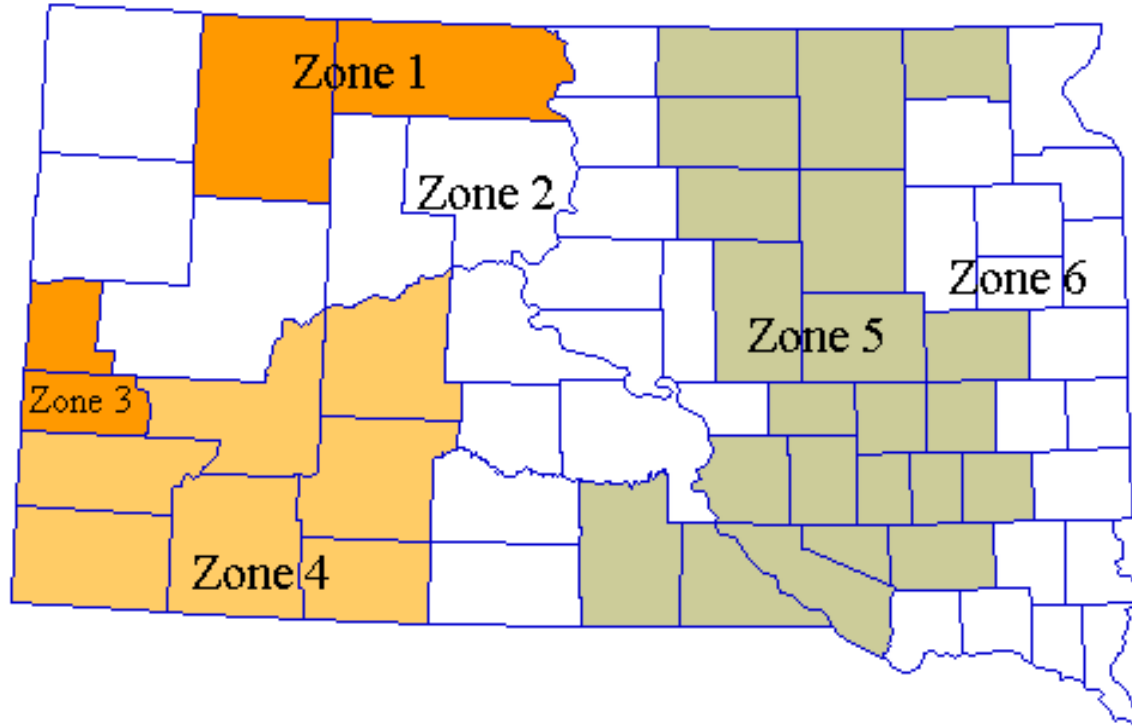


Table 1 - Expected Adverse Weather Days for South Dakota

	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
FIRE PLAN


May 8, 2014

Prepared by: 
Jason Virtue, Forest Assistant Fire Management Officer

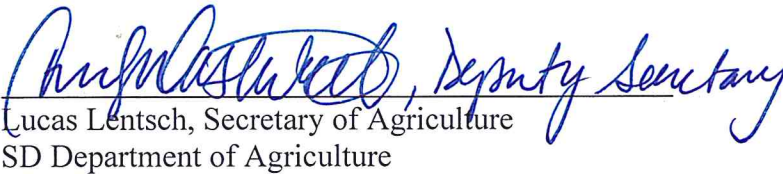
6/30/14
Date

Signed by: 
 Craig Bobzien, Black Hills NF Forest Supervisor

6/23/14
Date

Signed by: 
Darin Bergquist, Secretary of Transportation
SD Department of Transportation

6/5/14
Date

Signed by: 
Lucas Lentsch, Secretary of Agriculture
SD Department of Agriculture

May 9, 2014
Date

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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
RESTRICTION ON CONTRACTS WITH PROHIBITED ENTITIES**

JANUARY 25, 2023

In accordance with the State of South Dakota Office of the Governor Executive Order 2023-02, the following will apply to all contracts:

The bidder certifies and agrees that the following information is correct:

The bidder, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier or subcontractor, is not an entity, regardless of its principal place of business, that is ultimately owned or controlled, directly or indirectly, by a foreign national, a foreign parent entity, or foreign government from China, Iran, North Korea, Russia, Cuba, or Venezuela, as defined by South Dakota Executive Order 2023-02. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid or response submitted by the bidder on this project and terminate any contract awarded based on the bid or response. The successful bidder further agrees to provide immediate written notice to the Department if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

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**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION
FOR
BUY AMERICA**

JANUARY 20, 2023

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

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

The Department will consider a manufacturing process as any process which modifies the chemical content, the physical size or shape, or the final finish of a material, including melting and mixing, rolling, extruding, machining, bending, grinding, drilling, coating, and treating.

The application of a coating is interpreted to mean all processes that protect or enhance the value of material or product to which it is applied; examples are epoxy coatings, galvanizing, and painting.

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

- 1. Iron & Steel:** A statement will be included on the certification stating whether the iron or steel is of domestic or foreign origin. The Department will consider iron & steel that does not require separate certification in accordance with the Department's Materials Manual as miscellaneous iron & steel. The Contractor will provide the Department a completed and signed Miscellaneous Materials Buy America Certificate stating the miscellaneous iron & steel required to be consumed in, permanently incorporated into, or affixed to the completed project complies with the Buy America requirements specified herein.

- 2. Manufactured (Composite) Products:** Due to an existing nationwide waiver, manufactured (composite) products currently have no specific requirements.
 - 3. Construction Materials:** Construction materials and construction materials currently on the Department's Approved Products List will be treated as "Tier 1" items in accordance with the Required Samples, Tests, and Certificates (RSTC) section of the Department's Materials Manual. The Contractor will provide the Department a completed and signed Miscellaneous Materials Buy America Certificate stating the construction materials required to be consumed in, permanently incorporated into, or affixed to the completed project complies with the Buy America requirements specified herein.
- B. Determination of Material Category:** The Department, in the Department's sole discretion, will classify an article, material, or supply into one of the following categories, (1) Iron & Steel, (2) Manufactured (Composite) Product, or (3) Construction Material. Articles, materials, and supplies will be considered to fall into only one single category of Buy America requirements. Some contract items are composed of multiple components that may fall into different categories. Individual components and composite items will be classified based on their nature when they arrive on the work site.
- 1. Iron & Steel:** The Department will classify items predominantly composed of iron or steel as iron & steel.
 - 2. Manufactured (Composite) Products:** The Department will classify items not specifically listed as construction materials which are fabricated, combined, or manufactured through a manufacturing process into a commercially available composite item as manufactured (composite) products. The Department will classify items consisting of 2 or more of the listed construction materials combined through a manufacturing process as a manufactured (composite) product. The Department will classify items consisting of 1 of the listed construction materials combined with a material not listed through a manufacturing process as a manufactured (composite) product.
 - 3. Construction Materials:** The Department will classify only the materials specifically listed as construction materials as construction materials.
- C. Iron & Steel:** Structural steel and other iron and steel products will be produced in the United States. Buy America does not apply to iron ore, scrap, pig iron, and processed, pelletized, and reduced iron ore.

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

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

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

E. Construction Materials: Construction materials excluding cement and cementitious materials; aggregates such as stone, sand, or gravel; and aggregate binding agents or additives will be produced in the United States. To be considered produced in the United States, at least the final manufacturing process and the immediately preceding manufacturing process must occur in the United States.

A construction material is an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products including polyvinylchloride, composite building materials, and polymers used in fiber optic cables;
- glass including optic glass;
- lumber; or,
- drywall.

F. Unavailability of Compliant Items: If the Contractor discovers a Buy America compliant item or items does not exist or an item becomes unavailable, the Contractor will immediately notify the Department. The Contractor will furnish written documentation of the Contractor's complete efforts to obtain a compliant item. This documentation will include a complete contact log with dates and times of the Contractor's efforts to obtain a compliant item, the responses received, and any correspondence between the Contractor and potential suppliers of the item which demonstrate efforts to obtain a compliant item. If, based on review of the documentation provided, the Department determines

all potential options to obtain a compliant item have been exhausted; the Department will determine the appropriate course of action.

G. Non-Compliant Items: If the Engineer, in the Engineer's sole discretion, determines an article, material, or supply provided to the project does not comply with these Buy America requirements but is available; the following will apply:

1. If the non-compliant item is not permanently incorporated into the completed work, the Contractor will not permanently incorporate the item and will replace the non-compliant item with an item that complies with the Buy America requirements specified herein at the Contractor's expense.
2. If the non-compliant item has been permanently incorporated into the completed project; the Engineer, in the Engineer's sole discretion, will determine if the non-compliant item must be removed and replaced including any completed work at the Contractor's expense or if the non-compliant item may remain in place in accordance with the following:

Minor quantities of non-compliant iron & steel may be incorporated in the Department's sole discretion based on the Department's review of the Contractor's documented efforts to procure compliant items and the Contractor's documented invoiced material costs, provided the invoiced material costs of all non-compliant iron & steel do not exceed 0.1% of the total contract amount or \$2,500, whichever is greater.

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**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION
FOR
LIABILITY INSURANCE**

APRIL 21, 2022

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

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

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

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**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION
FOR
RESPONSIBILITY FOR DAMAGE CLAIMS**

APRIL 21, 2022

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

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

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**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION
FOR
GRASS SEED SUBSTITUTION**

FEBRUARY 9, 2023

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.

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

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**

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.

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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.

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**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

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

OCTOBER 24, 2019

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

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

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

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

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

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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

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

LABORERS

GROUP GL1

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

GROUP GL2

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

GROUP GL3

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

GROUP GL5

Carpenter; Form Builder

GROUP GL6

Concrete Finisher; Painter; Grade Checker

POWER EQUIPMENT OPERATORS

GROUP G01

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

GROUP G02

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

GROUP G03

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

GROUP G04

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

GROUP G05

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

TRUCK DRIVERS

GROUP GT1

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

GROUP GT2

Semi-Tractor and Trailer; Tandem Truck with Pup

ELECTRICIANS

GROUP E01

Electrician

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

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

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

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

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

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

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

23.16	0.00
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24.41	0.00
--------------	-------------

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

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

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

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

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

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

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

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

25.88	4.28
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29.78	5.04
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A COPY OF THIS DOCUMENT, COLORED TAN, MUST BE CONSPICUOUSLY POSTED AT THE PROJECT SITE

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

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

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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>

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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.

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END OF GENERAL DECISION

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

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

SEPTEMBER 7, 2022

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

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

Department Website:

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

Operations Support:

605-773-3571

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**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

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

OCTOBER 7, 2020

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

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

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

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

Specification Section Number	Specification Section Name	Item Name	Price per Item
5.8	Construction Stakes, Lines, and Grades	Engineer Directed Surveying/Staking	\$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) or \$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) or \$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 (*All Weights)	Splice made before either of the pieces has been driven.
		8 HP*	\$150.00/each
		10 HP*	\$175.00/each
		12 HP*	\$200.00/each
		14 HP*	\$225.00/each
		Steel Pile Splices (*All Weights)	Splice made after one of the pieces has been 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 Pile)	\$150.00/each
510.5 H.	Timber, Prestressed, and Steel Piles	Pile Tip Reinforcement (Steel Pile)	
		10" HP Tip Reinforced	\$160.00/each
		12" HP Tip Reinforced	\$185.00/each
		14" HP Tip Reinforced	\$225.00/each
601.5	Haul Roads	Granular Material	\$20.00/ton
601.5	Haul Roads	Asphalt Concrete (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 & Surface Treatment)	\$600.00/ton
601.5	Haul Roads	Water	\$25.00/M.Gal
601.5	Haul Roads	Dust Control 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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