

## **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 June 26, 2025 for the following project:

<u>Proj. No.</u>	<u>County</u>	<u>Type of Work</u>	<u>Area Office</u>	<u>Completion Date</u>
090E-452 & 090W-452	Pennington	Microsurfacing on I-90	Rapid City	November 21, 2025

### **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.

[Theron.Singleton@state.sd.us](mailto:Theron.Singleton@state.sd.us) and [Michele.Gabert@state.sd.us](mailto: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:
<b>Rapid City Region Letting SDDOT 2300 Eglin Street Rapid City, SD 57703</b>	<b>Rapid City Region Letting SDDOT P.O. Box 1970 Rapid City, SD 57709-1970</b>

Hand delivered bids may be delivered to the front desk or placed in a mailbox located in the front entryway of the Rapid City Region main office building or during the hours of 7:00 am – 4:00 pm, Monday thru Friday. 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: 5 – <https://apps.sd.gov/HC65SDEBS/SavedDocuments/Prequal/WorkTypes.pdf>

### **MISCELLANEOUS:**

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

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

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

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

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

DEPARTMENT OF TRANSPORTATION  
Todd A. Seaman  
Region Engineer

John Rehorst  
Region Design Engineer

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

## **NOTICE TO ALL BIDDERS**

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

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

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

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

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

**Utilization of Minority Business Enterprises Clauses**

**PROJECT(S):** 090E-452 & 090W-452

**PCN** i7xc & i7xd

**COUNTY(IES):** Pennington

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-452 & 090W-452

PCN i7xc & i7xd

COUNTY(IES): Pennington

\_\_\_\_\_  
(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. 10/11/24

## INDEX OF SPECIAL PROVISIONS

PROJECT(S): 090E-452 & 090W-452

PCN i7xc & i7xd

COUNTY(IES): Pennington

TYPE OF WORK: MICROSURFACING ON I-90 FROM BOX ELDER TO EAST OF NEW UNDERWOOD

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

**Special Provision for Contract Time, dated 6/10/25**

**Special Provision for Micro-Milling Asphalt Concrete, dated 7/22/16**

**Special Provision for Polymer-Modified Microsurfacing,, dated 4/29/19**

Special Provision for Steel Beam Guardrail AASHTO M 180 Designation, date 10/8/24.

Special Provision for Acknowledgement and Certification Regarding Article 3, Section 12 of the South Dakota Constitution, dated 8/24/23.

Special Provision for Buy America, dated 5/1/24..

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

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

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

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

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

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

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

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

Wage and Hour Division US Department of Labor Washington DC.

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

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

Special Provision for Price Schedule for Miscellaneous Items, dated 12/6/23.

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**STATE OF SOUTH DAKOTA  
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION  
FOR  
CONTRACT TIME**

**PROJECTS 090E-452 & 090W-452  
PCNS i7xc & i7xd  
PENNINGTON COUNTY**

**June 10, 2025**

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**Field Work Completion**

The Contractor will complete the project by the November 21, 2025 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 August 1, 2025 to August 10, 2025 (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 this restriction. The Department will not grant time extensions for this restriction 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  
MICRO-MILLING ASPHALT CONCRETE**

**JULY 22, 2016**

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**I. DESCRIPTION**

This work shall improve the ride, profile, cross slope, and surface texture of an existing pavement surface by micro-milling the surface. This work shall also provide a texture suitable for use as a temporary driving surface or an immediate overlay or surface treatment.

**II. MATERIALS**

Micro-milled asphalt concrete shall conform to the cold milled asphalt concrete requirements of Section 884.

**III. CONSTRUCTION REQUIREMENTS**

**A. General:** The material shall be removed by micro-milling with the specified equipment, without the use of heat.

The Contractor shall not dispose of micro-milled asphalt concrete material or use the micro-milled material for any purpose other than purposes designated in the plans without approval by the Engineer.

**B. Equipment:** The Contractor shall use power-driven, self-propelled micro-milling equipment capable of milling to the width and depth specified in the plans. The equipment shall produce a uniform surface texture. The Contractor may be required to micro-mill multiple passes, as needed, to meet the width requirements specified. In addition, the micro-milling equipment shall be:

- Equipped with a cutting mandrel with carbide tipped cutting teeth designed for micro-milling bituminous pavement to close tolerances;
- Equipped with a cutting width at least 12 feet wide;
- Capable of removing pavement to an accuracy of 1/16 inch; and,
- Provided with conveyors capable of side, rear, or front loading to transfer the milled material from the roadway to a truck.

The micro-milling machine shall establish a longitudinal profile grade within  $\pm 1/8$  inch referenced from a traveling stringline or erected fixed string line and shall be controlled by an automatic system for controlling grade. The micro-milling machine shall be equipped so that the depth and transverse slope of the drum is manually or automatically controlled using the traveling or fixed stringline on either or both sides of the milling machine. The fixed stringline shall remain taut after being tightened.

The traveling stringline shall have a minimum effective length of 28 feet. The traveling stringline shall be attached and positioned on the milling machine to reference the longitudinal profile. The traveling stringline shall utilize either mechanical skis or non-contacting grade averaging sensors. If mechanical skis are provided, the sensor of the control system shall rest midway between the traveling stringline.

Following milling of the first pass, adjacent passes shall be milled referencing the traveling stringline riding on the previously milled pass or a fixed stringline. A shoe attachment may be used to match an adjacent reference point when directed by the Engineer.

The drum shall be capable of tilting to allow feathering of edges to zero cut.

**C. Construction Methods:** The existing surface of the pavement shall be removed by micro-milling to the depth, width, cross section, and grade specified in the plans and the resulting micro-milled surface shall meet the following acceptance criteria:

- The final micro-milled surface shall be free of detrimental ridges or grooves.
- The final micro-milled surface texture produced by the micro-milling operation shall have a grid surface with uniform discontinuous striations. Continuous longitudinal striations will not be allowed.
- The final micro-milled surface shall have a transverse pattern of 1/4 inch center to center of each strike area.
- The difference between the ridge and valley of the mat surface shall not exceed 1/8 inch when tested in accordance with SD 320.

At the start of the micro-milling work, the Contractor shall micro-mill a test section. The test section shall be at least 1000 foot long. The test section must result removal to the depth, width, cross section, and grade specified in the plans and the acceptance criteria required by this specification. The Contractor must obtain approval from the Engineer of the test section's acceptability prior to continuing with the micro-milling work. The Contractor will not be allowed to start continual micro-milling until an acceptable test section is obtained.

If the test section results in a non-uniformly textured surface or if any of the micro-milling requirements or acceptance criteria are not met, the Contractor shall discontinue the micro-milling work and the Contractor shall submit a written plan of action to the Engineer for approval. The written plan shall detail the steps including, but not limited to, equipment and operations the Contractor will take to improve operations and ensure acceptable results will be obtained.

If the micro-milling work in the initial test section is not acceptable and if required by the Engineer, the Contractor will construct another 1000 foot test section. This test section shall be located in a different area than the initial test section using the approved corrective action. This designated test section shall be micro-milled to conform to the same requirements as those required in the initial test section.

If the micro-milling work in the second test section, or any subsequent test sections, is not acceptable and if required by the Engineer, the Contractor will construct another 1000 foot test section. The test section shall be located in a different area than any previous test section using the approved corrective action. This designated test section, and any subsequent test sections, shall be micro-milled to conform to the same requirements as those required in the initial test section.

The milled section shall be finished to the cross slope shown on the typical section  $\pm 0.2\%$ . The quarter crown within any 12 foot transverse length (or the actual lane width paved with a single paver pass) shall not exceed 0.04 foot when measured with a straightedge, stringline, or other suitable equipment. The Engineer may order changes to the typical section if field conditions warrant.

All vertical cuts from micro-milling operations left and right of the centerline shall be daylighted to the outside edge of the road to allow surface water to be drained off of the roadway. Daylighting shall be accomplished by methods satisfactory to the Engineer using equipment meeting the requirements of this specification except that a cutting width of less than 12 feet will be allowed.

When Traffic will be exposed to the micro-milled surface, all micro-milling shall be accomplished on one-half of the roadway at a time. The Contractor shall schedule the micro-milling operations so there are no drop offs, uneven lanes, or windrows of milled material remaining on the roadway overnight. At the end of the day the Contractor shall place micro-milled asphalt concrete material to provide temporary ramps as a transition onto or off of the milled surface and the project limits, bridge approaches, and intersecting roads. The resultant transition shall be of sufficient length to provide a slope no steeper than 20:1.

Loose material resulting from the micro-milling shall be immediately picked up, hauled to the stockpile site(s), and stockpiled. Prior to allowing traffic on the micro-milled surface, the Contractor shall thoroughly broom the surface free of remaining loose material. In curb and gutter sections or in rural sections where a finished and maintained lawn extends to the edge of the shoulder, the Contractor shall use a pickup broom with an integral self-contained storage. The pickup broom must be a minimum of 6 feet wide. While sweeping in curb and gutter sections, the pickup broom must have working gutter brooms. A rotary power broom may be used in all other areas.

Micro-milled asphalt concrete material shall be processed or crushed and stockpiled so that a uniform blend is obtained. Prior to stockpiling, the stockpile site shall be prepared by removal of the top 6 inches of topsoil and the area bladed smooth. Stockpiles shall be constructed in accordance with Section 320. The stockpiles shall not contain dirt, grease, oil, brick, paving fabric, clay balls, organic debris, and other foreign material.

#### **IV. METHOD OF MEASUREMENT**

**Micro-Milling Asphalt Concrete:** Micro-milling asphalt concrete will not be measured. Plans quantity will be used. If changes from the plans quantity are ordered these areas will be measured and the plans quantity will be appropriately adjusted.

#### **V. BASIS OF PAYMENT**

**Micro-Milling Asphalt Concrete:** Micro-milling asphalt concrete will be paid for at the contract unit price per square yard or as indicated in the plans. Payment will be full compensation for milling, removing, hauling, stockpiling, processing or crushing the cold milled material, brooming, equipment, labor, and all incidentals required.

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**STATE OF SOUTH DAKOTA  
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION  
FOR  
POLYMER-MODIFIED MICROSURFACING**

**APRIL 29, 2019**

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**I. DESCRIPTION**

This work consists of applying a mixture of styrene-butadiene styrene (SBS) or latex-based polymer-modified emulsified asphalt, mineral aggregate, mineral filler, water, and necessary additives proportioned, mixed, and uniformly spread on the existing roadway surface.

**II. MATERIALS**

**A. Polymer-Modified Emulsified Asphalt:** The Contractor shall provide a CQS-1hp or CQS-1p polymer-modified emulsified asphalt as specified in the plans. The polymer-modified emulsified asphalt shall conform to the requirements of Section 890, with the following modifications and additions:

Emulsion Grade	CQS-1hp		CQS-1p	
	Min	Max	Min	Max
<b>TESTS ON EMULSIONS:</b>				
Viscosity, Saybolt Furol @ 77°F	20	100	20	100
Particle charge test* <sup>1</sup>	Positive		Positive	
Sieve test* <sup>2</sup> , %		0.10		0.10
Residue by Distillation* <sup>3</sup> , %	62		62	
<b>TESTS ON RESIDUE FROM DISTILLATION TESTS:</b>				
Penetration @ 77°F	40	90	90	200
Softening Point (R&B) °F	135		128	
Elastic Recovery @ 50°F, Straight Sided, 5cm/min, 20cm elongation, 5min hold* <sup>4</sup> , %	50		60	
Ash Content, %		1		1

\*<sup>1</sup> This test requirement and associated specification limits are waived for emulsified asphalt products following dilution.

\*<sup>2</sup> A maximum percentage of 0.30% is acceptable for samples taken at the point of use.

\*<sup>3</sup> For emulsions that are diluted, the percentage residue requirements must be adjusted accordingly.

\*4 The Elastic Recovery test shall be in accordance with AASHTO T 301, except that the residue will be obtained by distillation, not oven evaporation. The distillation temperature shall be as recommended by the emulsion manufacturer.

The SBS or latex-based polymer material shall be milled or blended into the asphalt or emulsifier solution during the manufacture of the emulsified asphalt to produce a homogeneous mixture. The SBS or latex-based polymer shall be added in the necessary proportions to result in a minimum of 3% SBS or latex by weight of residual asphalt cement in the emulsion. The undisturbed SBS or latex polymer modified emulsion shall stand for a period of 24 hours and not show separation of the emulsion and SBS or latex modifier. The sample shall show uniform color throughout with no color striations.

The storage stability and cement mixing test is not required for the emulsion.

The Contractor shall provide certification to the Engineer for each load of polymer modified emulsion delivered to the project to ensure that the emulsion meets the requirements.

**B. Aggregate:** Compatibility of the aggregate and polymer modified asphalt emulsion shall be certified by the emulsion manufacturer. All materials used in the job mix formula shall be representative of the materials proposed by the Contractor for use in the project. The average gradation of each stockpile shall be furnished to the mix designer.

The mineral aggregate shall be composed of a combination of crushed stone and mineral filler meeting the requirements of Section 881 with the following modifications and additions:

The job mix formula (target) gradation shall be within the gradation band specified. After the job mix formula (target) gradation is established and accepted, the percent passing each sieve shall not vary by more than the job mix formula tolerance. The percent of mineral aggregate passing any two consecutive sieves shall not change from one end of the specified range to the other end.

### Composite Mineral Aggregate Requirements

**Gradation:**

Sieve Size	SDDOT Type II (Percent Passing)	SDDOT Type III (Percent Passing)	Job Mix Formula Tolerance
3/8 inch	100	100	
#4	90-100	70-90	± 5
#8	65-90	45-70	± 5
#16	45-70	28-50	± 5
#30	30-50	19-34	± 5
#50	18-30	12-25	± 4
#100	10-21	7-18	± 3
#200	5.0-15.0	5.0-15.0	± 2.0

**Aggregate Tests:**

Test	Method	Specification
Sand Equivalent* <sup>1</sup>	SD 221	65% Min
+ #4 sieve Crushed Particles Two or more faces* <sup>2</sup>	SD 211	100% Min
- #4 sieve Manufactured Fines* <sup>3</sup>		97% Min
Absorption	SD 209 & SD 210	1.0% Max
+ #4 sieve Light Weight Particles* <sup>2,4</sup>	SD 214	1.0% Max
- #4 sieve Light Weight Particles	SD 208	1.0% Max
LA Abrasion Loss* <sup>5</sup>	SD 204	40% Max
Sodium Sulfate Soundness Loss (five cycles)	SD 220	12% Max
Plastic Index (PI)	SD 207	Non Plastic

\*<sup>1</sup> Evaluated for specification at mix design only.

\*<sup>2</sup> Not required if aggregate material is produced from a ledge rock source.

\*<sup>3</sup> Manufactured fines shall be manufactured solely from material retained on the 3/4 inch sieve, unless the aggregate is produced from a ledge rock source.

\*<sup>4</sup> If the amount of material retained on the #4 sieve is 10% or less, the minimum sample size required will be 200 grams of + #4 material.

\*<sup>5</sup> Use grading C for Type III material. Use grading D for Type II material.

**C. Mineral Filler:** Mineral filler shall meet the requirements for Type I non air-entrained Portland Cement in accordance with Section 750 and shall be free of lumps.

**D. Water:** Water shall conform to Section 790.

**E. Additives:** Additives may be added to the emulsion mix or any of the component materials to provide control of the quick-set properties and increase adhesion. Additives must be included as part of the mix design and be certified as compatible with other components of the mix.

### III. CONSTRUCTION REQUIREMENTS

**A. Composition and Quality of Mixture:** The Contractor shall be responsible for the design and proportioning of the microsurfacing mixture. The mix design shall be prepared by a laboratory that has experience in designing microsurfacing and shall be approved by the Department's Bituminous Engineer. The microsurfacing mixture shall be designed in accordance with the International Slurry Surfacing Association (ISSA) guidelines. The proposed mix design shall be submitted to the Department's Bituminous Engineer for review and approval. The proposed mix design shall include all test results, the proportions of all ingredients of the mixture, and the gradation of the aggregate proposed for use.

The microsurfacing mixture shall meet the following requirements:

Test	Method	Specification
Wet Stripping	ISSA TB-114	90% min
Wet Track Abrasion Loss - One Hour Soak - Six Day Soak	ISSA TB-100	50 g/ft <sup>2</sup> max 75 g/ft <sup>2</sup> max
Saturated Abrasion Compatibility	ISSA TB-144	3 g loss, max
Mix Time at 77°F	ISSA TB-113	Controllable to 120 sec., min
Mix Time at 100°F	ISSA TB-113	Controllable to 35 sec., min
WET COHESION @ 30 minutes min. (set) @ 60 minutes min. (traffic)	ISSA TB-139	10 lb-in min. 17 lb-in min.
Excess Asphalt by LWT Sand Adhesion	ISSA TB-109	50 g/ft <sup>2</sup> max.
Lateral Displacement Specific Gravity after 1,000 cycles of 125 lbs	ISSA TB-147	5% max 2.10 max
Classification Compatibility	ISSA TB-144	11 grade points min (AAA, BAA)

**B. Proportioning:** The mix design shall designate the proportions to be used within the following limits:

Component Materials	Limits
Residual Polymer-Modified Emulsified Asphalt	5.5% to 10.5% by dry weight of aggregate.
SBS or Latex-Based Polymer Modifier	Minimum of 3% solids based on asphalt weight content
Mineral Filler	0.25% to 3.0% by dry weight of aggregate.
Additives	As needed
Water	As needed to provide proper consistency.

**C. Mix Design Format:** The designer shall submit the final mix design in the following format.

1. Source of each individual material.
2. Aggregate:
  - a. Gradation
  - b. Sand Equivalent
  - c. Abrasion Resistance
  - d. Soundness
3. Field Simulation Tests:
  - a. Wet Stripping Test
  - b. Wet Track Abrasion Loss
  - c. Saturated Abrasion Compatibility
  - d. Trial Mix Time at 77°F and 100°F
4. Interpretation of Results and the Determination of a Job Mix Formula:
  - a. Percentage of Mineral Filler (minimum and maximum)
  - b. Percentage of Water, including aggregate moisture (minimum and maximum)
  - c. Percentage of Mix Set Additive (if required)
  - d. Percentage of Modified Emulsion



- e. Residual Asphalt Content of Modified Emulsion
  - f. Percentage of Residual Asphalt
5. Signature and Date

- D. Stockpiling of Aggregate:** The Contractor shall take precautions to ensure stockpiles do not become contaminated. Excess moisture, which would interfere with the amount of asphalt required in producing the desired homogeneous mixture, will not be permitted. The stockpile shall be kept in areas that drain readily. Segregation of the aggregate will not be permitted.
- E. Storage of Emulsion:** The Contractor shall provide suitable storage facilities for the polymer-modified asphalt emulsion. The facilities shall be equipped to prevent water from entering the emulsion and shall be adequately heated to prevent freezing of the polymer-modified emulsified asphalt.
- F. Weather and Seasonal Limitations:** The microsurfacing material shall be spread only when the ambient air and pavement surface temperature on a shaded portion of the existing surface is above 50°F and rising. Placement is not permitted when the weather is rainy or foggy. Microsurfacing material shall not be placed when there is a danger the finished product will freeze within 24 hours.

Microsurfacing material shall be placed only between June 1 and September 15 (inclusive).

## **G. Equipment**

- 1. Mixing Machine:** The Contractor shall provide a continuous microsurfacing lay down machine with a positive connection conveyor belt aggregate delivery system, inter-connected positive displacement, water-jacketed gear pump to accurately proportion aggregate, and asphalt emulsion. The mineral filler feed shall be located so the proper amount of mineral filler is dropped on the aggregate before discharging into the pugmill. The pugmill must be a continuous flow twin shaft multi-blade type and a minimum of 4 feet long. The blade size and side clearance must meet the equipment manufacturer's recommendations. The asphalt emulsion shall be introduced within the first one-third of the mixer length to ensure proper mixing of all materials prior to exit from the pugmill.

The Contractor shall use a self propelled, front feed, and continuous loading machine with dual driving stations. A remote forward speed control shall be provided at the back mixing platform so that the back operator can control forward speed and the level of mixture in the spreader box. Sufficient transport units shall be used to ensure a continuous operation during mix production and application.

Individual volume or weight controls for proportioning each material shall be provided. The controls shall be positioned to be accessible at any time. Using the controls the Contractor shall calibrate the operation prior to production and shall determine the amount of each material to be used at any time. The mineral aggregate shall be screened and weighed just before the aggregate enters the mixing unit.

The Contractor shall provide a water pressure system and nozzle-type spray bar to spray water ahead of and outside the spreader box when required. Water shall be applied at a rate to dampen the surface, but not to create free flowing water, ahead of the spreader box.

The Contractor shall provide nurse trucks to ensure that legal axle loads are not exceeded and a steady rate of progress in the laying of the microsurfacing is made.

- 2. Spreader Box:** The Contractor shall spread the mix uniformly using a mechanical type spreader box attached to the mixer and equipped with spiral augers mounted on adjustable shafts. The mixture shall be continually agitated and distributed. Sufficient agitation shall be provided to prevent stagnation, excessive build-up, or lumps. The spreader box shall be equipped with front and rear flexible seals to achieve direct contact with the road. Use a secondary strike-off plate attached to the spreader box to provide a smooth finished surface texture. The use of burlap drags is not allowed.

The spreader shall be maintained to prevent the loss of the microsurfacing mixture during the surfacing of superelevated curves. The mixture shall be spread to fill all cracks and minor surface irregularities and leave a neat appearing, uniform, non-skid application of the aggregate and asphalt on the surface.

The mixture shall be homogeneous during and following mixing and spreading. It shall be free of segregation and excess water or emulsion. Under no circumstance shall water be sprayed directly into the laydown box while laying microsurfacing material.

All excess material that overruns the gutters shall be removed or squeegeed back onto the surface. All excess material shall immediately be removed from the end of each day's run.

Areas which cannot be reached with the mixing machine shall be surfaced using hand tools to provide a complete and uniform coverage. Care shall be exercised to leave no unsightly appearance from the handwork. The same type of finishing as applied by the spreader box shall be required.

3. **Rut Filling Box:** The Contractor shall provide a rut box specifically designed and manufactured to fill ruts. A rut box shall be provided for each designated wheel track. The rut box shall be 5 feet to 6 feet in width and have a dual chamber with an inner V configuration of augers to channel the large aggregate to the center of the rut and the fines to the edges of the rut fill pass. The box shall be equipped with dual strike-off plate to control both the width and depth of the rut fill.
  4. **Miscellaneous Equipment:** The Contractor shall provide hand squeegees, shovels and other equipment necessary to perform the work. Cleaning equipment such as power brooms, air compressors, water flushing equipment, and hand brooms shall be adequate for surface preparation.
- H. Preparation of Surface:** The area to be microsurfaced shall be thoroughly cleaned of all vegetation, loose aggregate, soil tracked onto the roadway, and other objectionable material immediately prior to placing tack, when required, and microsurfacing. Water used in prewetting the surface shall be applied at a rate to dampen the entire surface without any free-flowing water ahead of the spreader box. Manhole covers, water shut valves, and other utility access points shall be covered to ensure microsurfacing material is not applied to them, as directed by the Engineer. The methods used for covering shall be removed after completion of the microsurfacing application.
- I. Calibration:** The Contractor shall calibrate the mixing unit in the presence of the Engineer prior to the start of construction. The mixing unit shall be recalibrated if the material source changes
- J. Operations:**
1. **Microsurfacing Types:**
    - a. Surface Course .....SDDOT Type 2  
Apply full lane width in one course at the rate specified in the plans. There shall be no excess buildup or uncovered areas.
    - b. Scratch Course.....SDDOT Type 2 or 3  
(Type to be selected by the designer)  
Apply full lane width in one course at the rate specified in the plans. The spreader box shall be equipped with a metal strike-off plate. There shall be no excess buildup or uncovered areas.
    - c. Rut Filling .....SDDOT Type 3  
Ruts greater than 1/2 inch shall be filled with a rut box at the rate specified in the plans. The box shall be equipped with dual strike-off plate to control both the width and depth of the rut fill. The rut filling surface shall be crowned between 1/8 inch and 1/4 inch per inch depth

to allow for traffic to compact to approximately a level surface. Each pass of rut filling shall be limited to a maximum depth of 1 inch. A clean overlap and straight edges will be required between wheel tracks. The Contractor shall provide and use a 10-foot straight edge to control the depth and crown. Rut filling shall be compacted by traffic following one hour of cure. Filled ruts shall cure under traffic for a 24 hour period, prior to the surface course being applied.

- 2. Application Rates:** The design application rate shall be the total amount of microsurfacing material placed to meet the requirements for cross section and surfacing. This amount will be the combination of all courses placed.
- 3. Test Strip:** The Contractor shall construct a minimum 300 foot long, one lane wide test strip, for each machine used on the project at least 1 day prior to beginning work to determine surface characteristics and set time of the material. The test strip must be approved by the Engineer prior to commencing paving operations. A portion of the test section shall be at least 3/4 inch thick.

A new test strip shall be constructed when the system used in job mix changes or there is field evidence that the system is out of specification. The system includes the following: emulsion, aggregate supplier, type of mineral filler, and the lay down machine.

Normal traffic shall be carried on the test strip within one hour after application without any damage occurring to the strip. The Engineer will inspect the completed test strip after a minimum of 12 hours of traffic to determine if the mix design is acceptable. Full production may begin after the Engineer accepts a test strip. The Engineer will approve the location of the test strip.

- 4. Finished Surface:** The Engineer will make inspections of the finished surface at any time and on any 30 square yards of surface. The inspected area shall comply with the following:
  - a. No more than four tear marks greater than 1/2 inch wide or 4 inch long.
  - b. No tear marks greater than 1 inch wide and 3 inches long.
  - c. No transverse ripples or longitudinal streaks of 1/4 inch or more in depth when measured by placing a 10-foot straight edge over the surface.

Areas deficient in quality of workmanship shall be patched by overlay with the full width paving box. Individual hole patching will not be permitted. Patching must be completed in such a manner as to leave the roadway with a uniform appearance, texture, and skid resistant surface, free of segregation and flushing. Microsurfacing material required to repair

deficiencies due to unsatisfactory workmanship will not be paid for but shall be entirely at the Contractor's expense.

- 5. Joints:** The longitudinal and transverse joints shall be constructed without any buildups, uncovered areas, or unsightly appearance and shall comply with the following requirements:

- a. Longitudinal joint lines shall be placed with less than 2 inch of overlap on adjacent passes and no more than 1/4 inch difference in elevation between the adjacent passes. The longitudinal joints shall be placed at the lane lines.
- b. Transverse joints shall be constructed with no more than 1/8 inch difference in elevation across the joint when measured with a 10-foot straight edge.

- 6. Edges:** Edges shall be placed neatly and uniformly along the roadway lane, shoulders and curb lines. Edges shall be placed flush with curbs. Edges shall be placed to no more than  $\pm 2$  inch horizontal variance in any 100 feet along roadway lane and shoulder. At locations where feathered microsurfacing is specified or shown on the plans, the  $\pm 2$  inch edge variance shall be eliminated.

- 7. Manhole Covers, Water Shut Valves, and Other Utility Access Points:** Manhole covers, water shut valves, and other utility access points shall be cleaned of any micr-surfacing material remaining, as directed by the Engineer.

- K. Documentation:** The Contractor shall provide a daily report to the Engineer. The daily report shall be submitted within one working day and shall contain the following information:

- Date and Air Temperature at start up.
- Beginning and Ending locations for the day's work.
- Length, Width, Total Area (square yard) covered for the day.
- Application Rate (pounds per square yard), pounds of aggregate.
- Daily asphalt spot check reports, gallons of emulsion, weight of emulsion ([pounds per gallon).
- Asphalt Emulsion Bill(s) of Lading.
- Counter Readings (and Beginning, and Ending, and Total).
- Control Settings, Calibration Values, Percent Residue in Emulsion.
- Percent of Each Material, Percent of Asphalt Cement.
- Calibration Forms
- Aggregate Certification with Production Control Test Results or Shipment of Tested Stock Report
- Contractor's Authorized Signature

**L. Curing:** The microsurfacing shall be cured sufficiently so that it will not deform or be picked up by vehicle tires. The Contractor shall provide signs, barricades, and flaggers necessary to control traffic around the areas under construction. Damages to the microsurfacing due to premature opening to traffic shall be repaired by the Contractor at no additional cost to the Department.

**M. Opening to Traffic:** Place microsurfacing treatment to sustain traffic within 1 hour after placement. The Contractor shall schedule microsurfacing placement to ensure that the traffic lanes are opened to traffic 30 minutes before sundown of the same working day. When traffic is maintained, the entire roadbed shall be free of construction equipment during non-working hours.

#### **IV. METHOD OF MEASUREMENT**

Preparation of the surface for microsurfacing will not be measured for payment. The microsurfacing will be measured by the Engineer as follows:

**A. Aggregate for Microsurfacing:** The aggregate used in accepted portions of work will be measured to the nearest 0.1 ton. No deductions will be made for moisture naturally occurring in the aggregate. The quantity of mineral filler, water, and additives will be incidental to the aggregate quantity.

**B. Asphalt Emulsion for Microsurfacing:** Asphalt emulsion including SBS or latex polymer modifier used in accepted portions of work will be measured to the nearest gallon. No deductions will be made for water in approved emulsion. The volume shall be corrected for temperature to 60°F.

Materials wasted, after use in the calibration process, will be included in the quantities measured for payment; but the amount shall not exceed 5 ton of aggregate and 100 gallons of asphalt emulsion.

#### **V. BASIS OF PAYMENT**

The cost for preparation of the surface for microsurfacing shall be incidental to the microsurfacing items. The microsurfacing will be paid for as follows:

**A. Aggregate for Microsurfacing:** Aggregate will be paid at the contract unit price per ton. This payment shall be full compensation for equipment, labor, and furnishing all materials except asphalt emulsion necessary to complete the work and construction of the test strip.

**B. Asphalt Emulsion for Microsurfacing:** Asphalt emulsion used will be paid at the contract unit price per gallon. This payment shall be full compensation for furnishing the asphalt emulsion.

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**STATE OF SOUTH DAKOTA  
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION  
FOR  
BUY AMERICA**

**MAY 1, 2024**

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**STATE OF SOUTH DAKOTA  
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION  
FOR  
LIABILITY INSURANCE**

**APRIL 21, 2022**

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**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**

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**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  
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).

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**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**

**\*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; 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

**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>
<b>22.38</b>	<b>0.00</b>

<b>23.16</b>	<b>0.00</b>
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<b>24.41</b>	<b>0.00</b>
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<b>31.94</b>	<b>0.00</b>
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<b>26.45</b>	<b>0.00</b>
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<b>24.57</b>	<b>0.00</b>
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<b>24.68</b>	<b>0.00</b>
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<b>26.07</b>	<b>0.00</b>
--------------	-------------

<b>27.18</b>	<b>0.00</b>
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<b>30.01</b>	<b>0.00</b>
--------------	-------------

<b>24.52</b>	<b>0.00</b>
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<b>25.88</b>	<b>4.28</b>
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<b>29.78</b>	<b>5.04</b>
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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**

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

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

Department Website:

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

Operations Support:

605-773-3571

\* \* \* \* \*

**STATE OF SOUTH DAKOTA  
DEPARTMENT OF TRANSPORTATION**

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

**DECEMBER 6, 2023**

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

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

\* \* \* \* \*