

## Bridge Improvement Grant Work Order Requirements for Structure Preservation or Rehabilitation

**Note:** Not all preservation or rehabilitation work will require hydraulic analysis or foundation investigation. For this reason, several of the related items below have been marked "*if needed*." If the Subject project does not require hydraulic analysis and/or foundation investigation, simply do not include these items in the breakdown of estimated costs.

### SCOPE OF SERVICES TEMPLATE – Structure Preservation or Rehabilitation

#### **Category-Specific Technical Requirements & Provisions, from the Current SDDOT Consultant Retainer, Shall Be Applied**

1. **Field survey for completion of the Drainage Data Sheet and Contour Map.** The information required for placement on these sheets is listed below. An example is attached containing the required information.
  - Stationing from south to north or west to east.
  - Beginning and ending stations of the current structure.
  - Proposed and in-place gradelines.
  - Stream profile. (Including a table of stations and elevations for each shot taken.) Refer specifically to the *SD Highway Surveying Manual, Chapter 6 – Preliminary Surveys*, starting on page 36 for guidance.
  - Sea level datum is required. Stations, elevations, and offsets from and descriptions of permanent objects will be required for project benchmarks. (The High Accuracy Reference Network (HARN) map and the County Bench Mark map for the State of South Dakota can be found at the following web site – <https://dot.sd.gov/doing-business/engineering/design-services/surveyors>)
  - Include an electronic file (DGN) containing the plan/profile of the in-place gradeline at the structure. (This will be submitted with the final hydraulics and only when the replacement structure will be a bridge. The Consultant will submit this file through the LGA SFTP site.)
  - Landowners with their addresses, phone numbers, and location of property.
  - Utilities with their addresses, phone numbers, and locations along the project.
2. **Field survey as necessary for preparation of construction plans.** Required information is listed below.
  - Establishment of transit points, land ties and benchmarks as well as cross sections and topography. (Stations, elevations, and offsets from permanent objects will be required for project benchmarks.)
  - Project limits as established by consultation with the County Highway Superintendent / City Engineer.
  - Additional legal survey as required for preparation of right-of-way plats.
  - The geometrics of horizontal and vertical alignment in accordance with the Local Roads Plan design standards.
  - Survey notes are to be retained on file with the Consultant for subsequent use in the preparation of construction plans and are to be available to the County/City upon request.
3. **(If needed.) Preliminary Hydraulic Design Report, Plan/Profile Sketches (Preliminary Hydraulic Layouts) and gradelines, Electronic Copy of Hydraulic Model, Draft Hydraulic Design Report in accordance with the newest version of the South Dakota Drainage Manual, and cost estimates for all proposed structure alternatives. THE DESIGN YEAR FOR THIS SITE SHALL BE IN ACCORDANCE WITH THE LOCAL ROADS PLAN (SPECIFICALLY BY FUNCTIONAL CLASSIFICATION).** (More than one feasible alternative is required. This includes options on different alignments if applicable. The options need to be acceptable to the owner's future needs and maintenance capabilities. If there is only one type of structure that can reasonably be constructed at a site, simply provide an explanation instead of alternatives.) The newest version of the South Dakota Drainage Manual is available at the following location: <https://dot.sd.gov/doing-business/engineering/design-services/forms-manuals>. Guidance and an example Final Drainage Memo/Letter can be found in Chapter 6 of the manual. The current preliminary hydraulic data sheet to be used can be found in the folder under "000 LGA General Info and Docs" located on the Consultant's LGA SFTP site. Directions for filling out the form can be found at the same location. All items will be submitted to the Local

Government Assistance Office for distribution to SDDOT personnel for review for compliance with minimum required State and Federal standards. Necessary revisions shall be provided in writing by the SDDOT and shall be forwarded to the Consultant by the Local Government Assistance Office. Necessary revisions shall be completed by the consultant and the Revised Draft Hydraulic Design Report submitted within 2 weeks of receipt of revisions from LGA. The Consultant is wholly responsible for the accuracy of the design calculations and the independent check design calculations.

4. **(If needed.) Conduct TS&L inspection, assistance in the selection of the type of preservation or rehabilitation, and preparation of TS&L summary letter.** The county or city (owner) shall be in attendance and advance notice given the Local Government Assistance Office so if time allows, a staff member can attend.
5. **(If needed.) Report of Foundation Investigation.** Conduct field investigation and provide design recommendations according to AASHTO LRFD Bridge Design Specifications Section 10. Report shall include boring information, lab results, and design recommendations. See **Examples #1 and #2, following the attachments**, for reports that are typically developed by SDDOT Geotechnical Engineering Activity.
6. **(If needed.) For Structure Chosen at TS&L: Final Hydraulic Design Report, Final Hydraulic Data Sheet (use the current data sheet found on the LGA SFTP site in the “000 LGA General Info and Docs” folder,) Hydraulic model with existing and proposed conditions, and if the structure selected is a bridge, Scour Memo summarizing hydraulic scour calculation, Scour Calculation, and Berm Slope Protection Recommendations (if applicable.)**
7. Survey and plans for the above referenced project as described in the application or TS&L letter (if applicable) and Final Hydraulics Data Sheet, design calculations, independent design check, and load ratings. Review plans (100% complete) are to be submitted in PDF format. Specifications shall follow the most current edition of the Standard Specification for Roads and Bridges. South Dakota Department of Transportation Bid Items, Standard plates and plan notes, from the SDDOT website, must be used in development of the plans.  
If applicable to the type of rehabilitation, the consultant shall provide design calculations, independent check, and load ratings for the structure as set forth in the Master Retainer Contract. The Consultant is wholly responsible for the accuracy and safe keeping of the design calculations and the independent design check.
8. Incorporation into the plans of any changes that may be requested in the SDDOT plan review comments or provide written explanation for items not changes.
9. Review of shop fabrication drawings as may be required and submittal of the approved shop drawings to the Consultant. This item is to be completed within two (2) weeks of receipt of shop or fabrication drawings from the contractor and shall be noted accordingly in the plans.
10. **Provide Quality Assurance / Quality Control Testing Plan based on SDDOT Materials Manual.** This document must be reviewed by the SDDOT prior to the notice to proceed being issued to the contractor. See **Appendix D** for requirements.

Please refer to the checklist in **Attachment #1** for the TS&L Packet of items that shall be submitted to the Local Government Assistance Office.

**Attachment #1**  
**Bridge Improvement Grant**  
**Checklist for Structure Preservation or Rehabilitation Work Order**

These items must be submitted to DOT/Local Government Assistance.

If any of these items are missing, the full packet will be returned for completion and resubmission to this office.

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

**CROSS OFF ANY NON-APPLICABLE ITEMS**

Survey Sheets and Contour Map including the following information:

- Stationing from south to north or west to east
- Beginning and ending stations of the existing structure
- Beginning and ending stations of proposed structures
- Proposed and existing gradelines
- Stream profile and cross sections (Downstream to upstream direction including a table showing stations and elevations for each shot taken). Refer specifically to the *SD Highway Surveying Manual, Chapter 6 – Preliminary Surveys*, starting on page 36 for guidance.
- Elevation and location of buildings and other structures
- Survey information using sea level datum and showing station, elevation, offset, and physical description of each project benchmark
- Landowner names, addresses, phone numbers, and legal descriptions of their property
- Utility names, addresses, phone numbers, and locations along the project

Preliminary Hydraulic Data Sheet (use current data sheet found on the LGA SFTP site in the “000 LGA General Info and Docs” folder) including the following information:

- Calculated flows
  - Inplace conditions (Ordinary High Water Elevation, HW<sub>100</sub>, Vmax, OTfr)
  - Proposed conditions for each option (HW<sub>2</sub>, HW<sub>25</sub>, HW<sub>100</sub>, Vmax Qot, OTfr, ELovertop)
  - Ordinary High Water Elevation Shown on Cross-Sections (in the absence of identifiable bed & bank, use approx. 2-year flow)
  - Observed High Water Elevation (identifiable high water mark)
- Electronic copy of Hydraulic Model of existing and proposed conditions

- Plan and profile sketches (preliminary hydraulic layout sheets) for the existing structure and proposed gradelines for each option (submit as PDF and DGN files) (More than one feasible alternative is required. This includes options on different alignments if applicable. The options need to be acceptable to the owner's future needs and maintenance capabilities. If there is only one type of structure that can reasonably be constructed at a site, simply provide an explanation instead of alternatives.)
- Cost Estimates (including design and construction engineering and construction costs for each option.)
- Revised Draft Hydraulic Report

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- TS&L Summary Letter
  - Report of Foundation Investigation (see Examples 1 and 2 in this appendix)
  - For Structure Chosen at TS&L
    - Final Hydraulic Design Report
    - Final Hydraulic Data Sheet (use current data sheet found on the LGA SFTP site in the "000 LGA General Info and Docs" folder)
    - Hydraulic model with existing and proposed conditions
    - Scour memo, scour calculations, and berm slope protection recommendations (Bridges Only)
  - Plan/profile, general drawing sketches, and riprap layout as selected during the TS&L
  - Review Plans (100% complete & ready for review) in PDF Format
  - Design calculations, independent design check, and load ratings

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To be submitted after plan review is complete

- All Plan Review Comments must be Addressed and Documented
- Final Plans -- Electronic PDF file of the engineered, stamped set of plans
- Construction Management Plan

**EXAMPLE 1****REPORT OF FOUNDATION INVESTIGATION**

**PROJECT:** BRO 8048(03) Mellette County PCN 02DY

**LOCATION:** Structure No. 48-102-010, 18.9 miles North & 0.8 miles West of Cedar Butte over the White River.

**METHOD OF INVESTIGATION:**

All soundings are made according to the Standard South Dakota Subsurface Investigation Techniques and AASHTO Specifications. Auger holes are drilled with a 4-1/2 inch continuous flight auger. Penetration and Push Test holes are drilled with a 6-5/8 inch continuous hollow stem auger. Push core samples are obtained by hydraulically ramming a 2 foot long lined split spoon sampler into the soil to obtain 2 inch nominal diameter soil samples. Penetration tests are conducted by dropping a 140 pound hammer 30 inches to obtain 2 inch nominal diameter samples and to measure the resistance to penetration of the soil. Corings with the SDDOT drive rig are performed by using a California retractable plug sampler, which is driven with a 490 pound hammer. The drill stem is P.K. rod, which is 2-7/8 inch O.D., and 2 inch nominal diameter cores are obtained. All laboratory tests are performed in accordance with standard AASHTO or SDDOT laboratory procedures.

**RECOMMENDATIONS:**

Abutments:

- I. Steel HP10 X 42 Piling
  - A. A LRFD maximum factored pile bearing resistance of 77 tons can be used for design.
  - B. The anticipated tip elevations are:

Station	Elevation
22+06	1910
25+27	1892

- C. The nominal pile bearing resistance shall be 192 tons verified by the SDDOT's Modified ENR formula.

Bents:

- I. Drilled Shafts
  - A. A LRFD maximum factored resistance value of 2,800 psf can be used for design below elevation 1912 ft. or maximum scour whichever is lower.
  - B. Permanent casings will be required to elevation 1915 ft.
  - C. The point of fixity within the bedrock can be assumed to be the elevation 1912 ft.

**DISCUSSION:**

The proposed structure location is underlain by brown sand-silt (alluvium) overlying brown silt-sand with gravel (alluvium). The alluvial sediments rest upon gray silt-clay (Pierre Shale). The D50 of the brown sand-silt, brown silt-sand with gravel, and gray silt-clay (Pierre Shale) can be assumed to be 0.06 mm, 1.0 mm, and 0.004 mm. The D95 of the brown sand-silt, brown silt-sand with gravel, and gray silt-clay (Pierre Shale) can be assumed to be 1.0 mm, 6.0 mm, and 0.06 mm.

Steel HP10X42 piling along with the anticipated tip elevations, are listed in the recommendations for use in the abutments. Drilled Shafts are listed in the recommendations for use at the bents.

The piling were evaluated for drivability and group effects at the LRFD Strength Limit State. Settlement of the substructure units and horizontal movement of the abutment piling were evaluated at the LRFD Service Limit State.

Drivability –

A drivability analysis was performed for the steel HP10X42 piling using the wave equation analysis program (GRLWEAP). A group of pile hammers that were evaluated and found to produce acceptable driving stresses is listed later in this report for inclusion in the plans.

Pile Group Effects:

Axial Loading –

Abutments

For a single row of piling, AASHTO requires the center-to-center pile spacing to be at least 30" or 2.5 times the width of the pile, whichever is greater. Therefore, for the steel HP10x42 piling at the abutment the center-to-center spacing shall be at least 30".

Settlement –

The steel pile tips will be founded in the Pierre Shale. Unconfined compression test results of the Pierre Shale exceed the proposed bridge loadings. Past experience for piling driven into hard shale soil bedrocks has shown little, if any, settlement has occurred. Therefore, 1/4 inch or less of total settlement can be used to design the substructure units.

Horizontal Movement –

AASHTO states that if the center-to-center spacing of the piling in the substructure unit is greater than 5 times the width of the pile then group effects can be ignored. Therefore, if the designed spacing is greater than 5 times the pile width a group efficiency factor of 1.0 can be used with no reduction in pile loading required. If this minimum pile spacing is not met a reduction factor will need to be calculated according to the AASHTO code.

For the drilled shafts, a LRFD maximum factored resistance value (skin friction) of 2,800 psf is recommended below elevation 1912 for the bents or maximum scour whichever is lower. The point of fixity within the bedrock can be assumed to be 1912 for the bents.

Each drilled shaft shall have a minimum of 3 access tubes for a shaft diameter of 3.0' and less. The number of access tubes needed shall be increased by 1 for each foot increase in shaft diameter above the 3.0'. The access tubes shall be furnished and installed according to the South Dakota Department of Transportation's 2004 Standard Specifications for Roads and Bridges. These access tubes shall be equally spaced in the shaft reinforcement prior to placing the reinforcement cage.

A representative of the CONSULTING FIRM (NAME AND NUMBER) shall be present during drilling operations to confirm the elevations provided in this report and to observe the placement of the drilled shafts. In addition to the notes below, contact the CONSULTANT REPRESENTATIVE for the most current drilled shaft construction notes to be included in the plans.

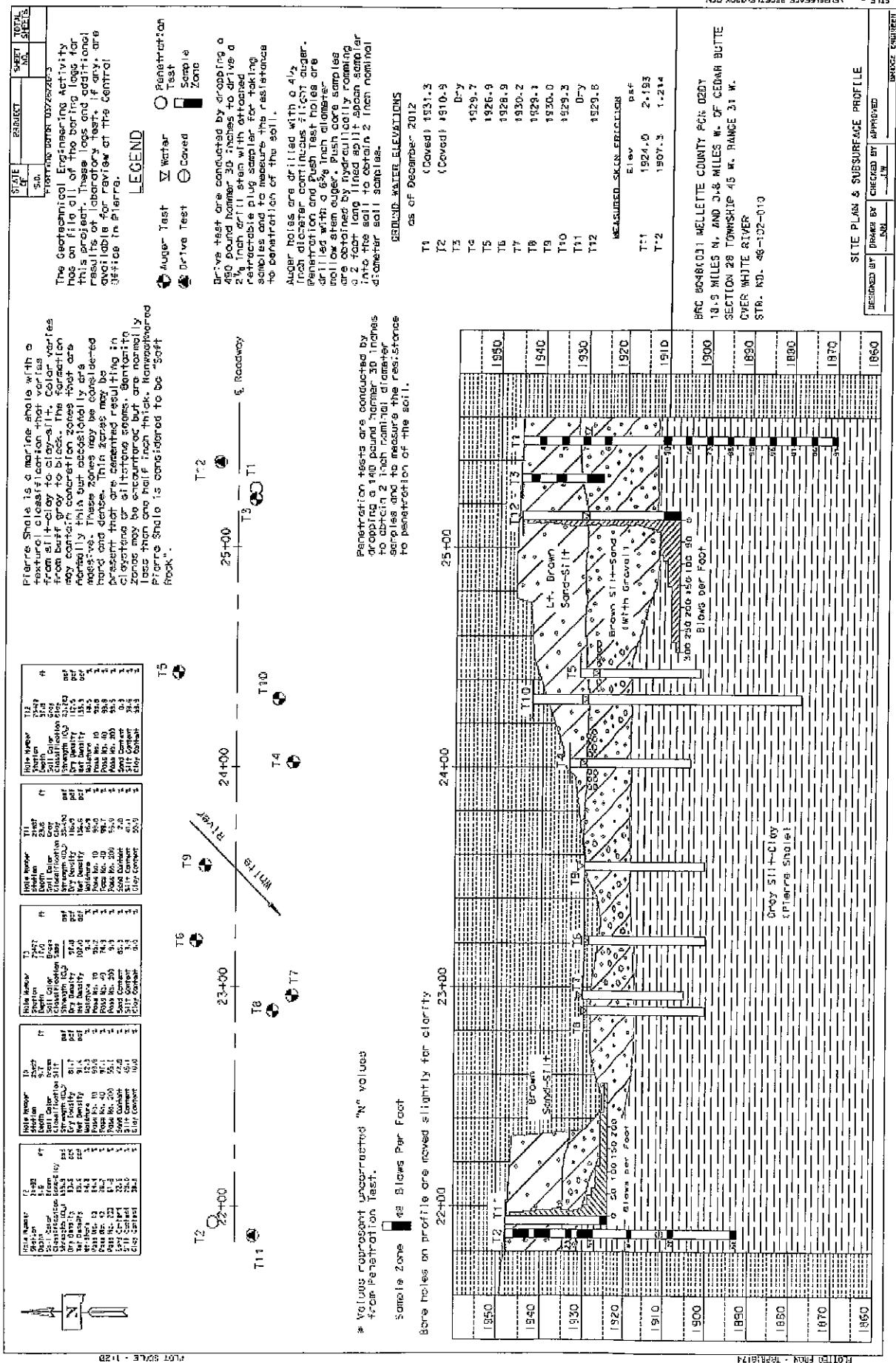
**The following notes shall be placed in the plans:**

A drivability analysis was performed using the wave equation analysis program (GRLWEAP). The pile hammers listed below were evaluated and found to produce acceptable driving stresses. Pile hammers not listed will require evaluation and approval prior to use from the CONSULTANT REPRESENTATIVE NAME AND PHONE NUMBER.

*Hammers need to be sized according to site specific soil parameters and structure design requirements. The following list of hammers is owned and readily available by contractors that do work in SD. Select and specify in the report which hammers are acceptable for use on individual projects.*

ICE 180	Delmag D12-42	FEC 1500	Delmag D16-32	Delmag D19-32
Delmag D19-42	MVE M-19	ICE 42S	MKT DE 42/35	APE D19-42
Delmag D25-32	Delmag D30-32	SPI D30	Delmag D46-32	

**EXHIBIT B**



## RECOMMENDATIONS

## EXAMPLE 2

**Re:** BRO 8027(29), Gregory County, PCN 00QR  
Str. No. 27-030-081, located 2.0 West & 0.1 South of the Jct of SD44/SD47  
RCBC Undercut Recommendation

Soils maps of the area indicate the soils at the location of the proposed structure have the following characteristics.

Station 16+86 (Str. No. 27-030-081)

CLASSIFICATION: A-7  
Clay & Silty Clay  
AVERAGE LIQUID LIMIT: 66  
SHRINK-SWELL POTENTIAL: High to Very High  
FROST ACTION POTENTIAL: Low  
CORROSIVITY: High for steel, Low to Moderate for concrete

**RECOMMENDATIONS:**

Provide 24 inches of undercut and backfill.

**DISCUSSION:**

The project consists of replacing an existing single span 22' steel stringer bridge with a 2 barrel 13' x 6' cast-in-place RCBC. The proposed box culvert will be in the same location as the existing bridge location. The existing surfacing on the road is gravel and will be resurfaced with gravel upon completion. Minimal grading at the proposed box culvert location is anticipated, therefore, the material shall be compacted using the Ordinary Compaction Method.

A subsurface investigation was conducted for the proposed RCBC. The subsurface investigation consisted of placing a boring near both the proposed inlet and outlet ends of the structure and logging the material to 3 feet below the flow line. Samples were collected from below the flow line for soils classification. A dynamic cone penetrometer was used at both the inlet and outlet ends to identify the change in relative density of the subsurface material below flow line.

Subsurface soils at the proposed site consist of brown silt-clay to 3' below the existing flow line.

The 2' undercut depth is recommended to remove the low strength soils with high shrink-swell potential from below the box culvert.

**The following paragraphs shall be placed in the plans:**

Compaction of earth embankment and box culvert backfill material shall be governed by the Ordinary Compaction Method.

Any questions about the recommendations or the subsurface conditions can be directed to the CONSULTANT CONTACT NAME AND PHONE NUMBER.

**Bridge Improvement Grant****Initial NBI Inspection Requirement**

The County / City will require the construction engineering firm or their subconsultant, either of which must be on the SDDOT's current consultant retainer for local bridge inspection, to perform an initial NBI inspection of the structure, ensuring a qualified Team Leader is on site for the inspection. Within 90 days of the structure being opened to traffic, the County / City will submit the completed report, BrM coding sheets, plans, applicable load ratings, and approved shop plans for girders, reinforced concrete box culverts, and other applicable items, to the SDDOT's LGA Bridge Inspection Engineer.

**Use and Limitation:** The Consultant shall use this document as a guide in preparing a construction management plan to be included in the bid documents for their specific project. Consultants are cautioned that the provision of this suggested sample construction management plan is not an implied or explicit guarantee of grant obligation compliance. The Consultant is solely responsible for the preparation and submittal of compliant construction management plan in accordance with the grant conditions. **ONLY INCLUDE PROJECT SPECIFIC INFORMATION.**

# Construction Management Plan

*[Date]*

*[Location]*

*[Project Number]  
[PCN Number]*

Prepared For  
[      ]

Prepared By  
[      ]

## PROJECT INFORMATION

This Construction Management Plan (CMP) details the measures and procedures required to assure compliance with the quality assurance and acceptance provisions of the Bridge Improvement Grant construction contract for Project No. [ ] with **[County or City name], South Dakota**. The work to be accomplished in this project consists of:

PROJECT SPONSOR:	<i>[Name &amp; contact information for sponsor]</i>
CONTRACT ADMINISTRATION:	<i>[Name of firm Responsible for Const. Observation &amp; QA testing]</i>
	<i>[Name of QA firm] – Field tests</i>
	<i>[Name &amp; contact info for QA lab] – Lab tests</i>

## RESPONSIBILITIES

### *Project Manager/Engineer*

The Project Manager / Engineer, on behalf of the sponsor is the person with overall responsibility for contract administration of this project. The Project Manager / Engineer has the authority to take the necessary actions to monitor compliance with the contract documents.

### *Construction Observer*

The responsibilities of the Construction Observer shall include monitoring all aspects of the job, sampling materials for acceptance, conducting tests on embankment and excavation areas, reviewing and analyzing all test results, assuring that work is within specification limits, advising the Contractor's Superintendent and Project Engineer of nonconformance and possible corrective actions, and measuring quantities for payment.

### *Quality Acceptance Laboratory*

[As appropriate, clarify which firm is responsible for what QA duties], testing lab duties shall include sampling materials for acceptance and conducting tests on: [embankment, excavation, subbase, base, rip rap, class A45 concrete, pile, PCC]. (If responsibilities for testing of materials are split between different organizations, list which firm is responsible for which QA tests.)

[QA Lab name] personnel assigned to construction testing have received certified training from the [Name of appropriate certifications] (e.g. Troxler Nuclear Equipment Seminar and the American Concrete Institute (ACI)).

All QA testing shall be performed by an (ASTM C1077 and D3666) accredited laboratory and a copy of the current accreditation shall be supplied to the Engineer and Owner, for approval, prior to submitting test results.

## QUALITY ASSURANCE INSPECTION PROCEDURES

1. Quality Assurance Tests: A list of tests and certifications required by the contract specifications can be found in the attached Appendix A. The list includes the referenced specification section and testing requirements. All parties will be informed of their responsibilities. This information will be reviewed at the preconstruction conference and monitored throughout the project.
2. Submittals: The Engineer shall maintain a file containing certifications and submittals required by contract as provided by the contractor, as well as approvals from the Engineer.
3. [Names of firm(s) responsible for QA test reports] will provide acceptance test reports to the [Owner / Engineer] as soon as the results are available, electronically. Typed copies shall be made available within [one] working day [delivered via electronic mail].
4. Material Test Reports: Material test results shall be verbally made available to the [Owner / Engineer] within [one hour] after the test report is completed and typed copies shall be made available within one working day [delivered via electronic mail].
  - Calibration check on equipment used to determine the noncompliance item, if applicable.
  - Confirmation of noncompliance through retesting and/or follow-up observations.
  - If a solution to the nonconformance issue is not reached in a reasonable time frame, additional qualified contractor personnel will be contacted to assist in identifying and correcting the problem.
  - If a severe nonconformance problem is detected and a reasonable solution cannot be implemented in a reasonable time frame, the Construction Superintendent will consult with the Project Engineer and the work will be suspended.
  - The work will not begin again until the Construction Superintendent and Project Engineer concur that a solution to the problem has been found and successfully implemented.
5. Test Reports Which Require Corrective Actions: Should test results or observations indicate noncompliance with the project contract, plans, or specifications, the following communication and follow-up action will be implemented, as applicable:
  - Verbal notification to the sponsor, Construction Superintendent, work area foreman and/or plant operator.

- On restarting the work, the nonconforming testing element or observation will be monitored at an appropriate higher frequency for a reasonable amount of time, e.g. double the testing frequency listed.
  - After the area in noncompliance has been repaired, acceptance retesting will resume. The test reports will include the failed test number for tracking.
6. Daily Reports: The project manager or his representative will maintain a daily diary summarizing pertinent construction items. Items recorded shall include (as a minimum):
- a) Date
  - b) Weather Conditions
  - c) Brief Summary of Work Performed
  - d) Number of workers on site
  - e) Type and Amount of Major Equipment being utilized
  - f) Running total of working/calendar days used on project
  - g) Significant Directives/Communication with contractor (e.g. regarding construction procedures or material quality)
  - h) Summary of QA tests performed that day
  - i) Arrival / Departure Time of On Site Inspection Staff
7. Bi-Weekly Reports: A summary of bi-weekly construction status shall be prepared and submitted to [owner] every [list day, e.g. Friday]. Report shall include summary of work completed in that 2 week period, summary of QA test results, discussion of any controversial issues that came up, and work anticipated during next reporting period. A sample report is included in Appendix B.
8. The resident observer and acceptance testing lab personnel shall maintain all acceptance test reports and provide copies to the owner/engineer as soon as results are available.
9. [Name of firm responsible for final construction report] will prepare a final project construction material testing and acceptance report that includes a summary of: all acceptance tests results, quantity of materials, and all bi-weekly reports. (Actual test reports will be available upon request). This will be submitted to the SDDOT with the final pay application.

**APPENDIX A**

## List of Tests

Include listing of all QC/QA tests and certifications required by the contract specifications.

Recommend including the following information in your listing:

- Material
- Specification
- Specification reference section
- Test Required
- Minimum Testing Frequency
- Test Requirements
- Notes

Material	Specification	Spec Section	Test Required	Min. Test Frequency	Requirements	Notes
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## APPENDIX B

## Bi-Weekly Progress Report

## **SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION**

### BI-Weekly Progress Report No.

Project No.	PCN	Period Ending	20
County		Contract Time	
Type of Work		Working Days This Period	
Prime Contractor		Working Days to Date	
		Percent Complete	

**WORK IN PROGRESS THIS PERIOD**

Contractor Working (Indicate after each: 1-1<sup>st</sup> Week; 2-2<sup>nd</sup> Week; 3-Both Weeks E if contractor/sub is Exempt - i.e. 1E 2F)

Work Started: \_\_\_\_\_  
Work Suspended: \_\_\_\_\_  
Work Resumed: \_\_\_\_\_  
Field Work Completed: \_\_\_\_\_

Day	Date	Working Day No.	Weather and Comments	Temperature	
				High	Low
Sunday					
Monday					
Tuesday					
Wednesday					
Thursday					
Friday					
Saturday					
Sunday					
Monday					
Tuesday					
Wednesday					
Thursday					
Friday					
Saturday					

Prepared by

## **BRIDGE IMPROVEMENT GRANT REQUEST FOR RELEASE OF FUNDS**

<b>COUNTY OR CITY</b>	
<b>PROJECT NUMBER</b>	BR_ #####(00)###
<b>PCN NUMBER</b>	####
<b>FUNDING AGREEMENT NUMBER</b>	#####

**For Initial Payments:**

- Attach copy of signed contract between County/City and Consultant for Preliminary Engineering
- Attach copy of signed contract between County/City and Contractor
- Attach copy of signed contract between County/City and Consultant for Construction Engineering

**For Final Payments:**

- Attach Final invoice showing total paid to date for Preliminary Engineering
- Attach Final Pay Request with final quantity of bid items and any Construction Change Orders
- Attach Final invoice showing total paid to date for Construction Engineering

**REMIT TO:**

Local Government Assistance Office  
DOT.LOCGOVASSISTOFFICE@state.sd.us  
 Attention: \_\_\_\_\_ COUNTY/CITY Pay Request for PCN \_\_\_\_\_  
 700 East Broadway Avenue  
 Pierre, SD 57501-2586  
 O: 605.773.2995 | F: 605.773.4870

**For State Use Only:**

Payment #	Invoice #	BIG Amount	Contract Amount	Max Limiting Amount	75% of MLA	Payment Amount	MLA Remaining

EXHIBIT D

STATE OF SOUTH DAKOTA  
DEPARTMENT OF TRANSPORTATION  
STANDARD TITLE VI / NONDISCRIMINATION ASSURANCES  
APPENDIX A & E  
MARCH 1, 2016

During the performance of this Agreement, the COUNTY, 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 Agreement, the COUNTY, 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).

\*\*\*\*\*



Banner Associates, Inc.  
803 South Dakota St  
Milbank, SD 57252  
Tel 605.692.6342  
Toll Free 855.323.6342  
[www.bannerassociates.com](http://www.bannerassociates.com)

March 4, 2025

Mr. Randy Falvey  
Codington County Highway Superintendent  
1201 10<sup>th</sup> Street NW  
Watertown, SD 57201

Re: Letter of Contract - Engineering Services for:  
Structure No. 15-240-155 Bridge Repair Design

X:\Files\Proposals\FY 2025\FY 2025 Non RFP Proposals\S5 March - Codington Co 15-240-155 Bridge Repair\2025-03-04 Codington Co 15-240-155 Bridge Repair Design Banner Contract.docx

Dear Mr. Falvey:

Banner Associates, Inc. ("Banner") is pleased to submit this Letter of Contract for Engineering Services for Structure No. 15-240-155 repairs located on 460<sup>th</sup> Avenue (Hwy 7) over Willow Creek in Codington County, SD.

Project Understanding:

This bridge was damaged by ice flow on the east side. There are currently barrels installed along the east railing to prevent trucks from driving over the damaged area. Codington County was awarded funds for design and construction to repair the ice damage. The funds were awarded on February 27<sup>th</sup>, 2025, by the SDDOT through the Bridge Improvement Grant (BIG) program.

Engineering Scope of Services:

1. Submit preliminary layout for repair work to SDDOT for review.
2. Prepare plans for the repair work including:
  - a. Road closure details.
  - b. Remove and salvage the east railing.
  - c. Remove the east double tee unit.
  - d. Install a new double tee unit or box beam.
  - e. Install the salvaged railing.
3. Prepare Construction Management Plan.
4. Submit plans to SDDOT for review.
5. Incorporate SDDOT plan review comments or provide written explanation for comments not incorporated.
6. Project manual (bid documents).
7. Advertise for bids, conduct bid letting, review bids and tabulate bids. Submit bid results to SDDOT.



Page 2

Exclusions:

Based on our understanding of the project, the following items are excluded from our Engineering Scope of Services:

- Construction Engineering (CE) services (construction observation, staking, testing, etc.).  
The CE services proposal will be submitted to Codington County after the bid opening date.

Client (County) Obligations:

- Enter into a construction agreement with a Contractor.

Engineering Services Compensation:

We propose to complete the Engineering Scope of Services for the hourly (not to exceed) amount of \$34,000.00 (includes reimbursable expenses).

Any work that falls outside the Engineering Scope of Services will be billed separately based on our hourly rates in accordance with the attached Schedule of Labor Rates and Expenses.

It is our understanding that the cost of the Engineering Services is eligible for 80% reimbursement from the SDDOT. The County is responsible for obtaining this reimbursement from the SDDOT.



Page 3

Time Schedule of Work:

The repair work needs to be completed no later than February 27<sup>th</sup>, 2029, to be eligible for 80% reimbursement from the SDDOT. To meet this requirement, we propose the following target dates:

<u>Month</u>	<u>Year</u>	<u>Task</u>
November	2025	Submit plans to SDDOT for review
January	2026	Advertise for bids
October	2026	Construction deadline

Banner's schedule will be influenced by the following:

1. SDDOT review timeline.
2. Feasibility of SDDOT review comments.
3. Contractor availability to construct the project.

This Letter of Contract incorporates and includes Banner's Schedule of Labor Rates and Expenses and General Conditions.

If you have any questions regarding this contract, please do not hesitate to contact me.

Sincerely,

Mark Junker, PE  
Project Manager  
Banner Associates, Inc.

Pat Carey, PE  
Civil Department Head  
Banner Associates, Inc.

Enclosures:

1. Schedule of Labor Rates and Expenses
2. General Conditions

ACKNOWLEDGMENT OF ACCEPTANCE

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2025

Client - Codington County Commission

## GENERAL CONDITIONS

**Agreement.** The entire Agreement between the Client and Banner shall consist of the Letter of Contract, the Schedule of Labor Rates and Expenses and these General Conditions ("Agreement"). The Agreement represents the entire, integrated Agreement and supersedes all other negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written agreement of the Parties. Banner's services are limited to those specifically identified in the Agreement.

**Authorization to Proceed.** Execution of this Agreement by the Client will be authorization for Banner to proceed with the Services, unless otherwise provided in the Agreement.

**Cost Opinions.** Any opinion of cost provided by Banner will be on a basis of experience and judgment, but, since construction costs are dependent upon many market and other conditions over which Banner has no control, Banner shall not be responsible for variations between actual costs and any opinion of cost.

**Standard of Care.** In the performance of its professional services, Banner will use that degree of care and skill ordinarily exercised by similarly situated professionals under like and similar circumstances. No express or implied warranties are applicable to, or provided with, any of Banner's services.

**Payment.** Monthly invoices will include charges incurred during the preceding month. Payment of the invoice is due within thirty (30) days following the date of the invoice. A charge of one and one-half percent (1 1/2%) per month, or the maximum legal rate for commercial accounts, whichever is less, will be charged for late payment. Client shall be responsible for reimbursing Banner for all costs incurred in collecting delinquent amounts owed by Client.

**Termination.** This Agreement may be terminated for convenience upon 30 days' written notice, or for cause, if either party fails to substantially perform as required under the Agreement through no fault of the other party and does not commence to diligently correct such nonperformance within 5 days of receipt of written notice. Upon termination, Banner will be paid for all services authorized and performed up to the termination date plus reasonable termination expenses incurred by Banner as a result of the termination.. This Agreement will otherwise terminate upon completion of all applicable requirements of the Agreement. The Indemnity and Limitation of Liability Provision shall survive any termination of this Agreement.

**Indemnity and Limitation of Liability.** The Client agrees to defend, indemnify and hold Banner and its professionals, officers, employees, representatives and agents harmless from and against all claims, costs, expenses (including attorney's fees and expenses) asserted against Banner in connection with the Project, including, but not limited to claims involving hazardous substances, except to the extent caused by the sole negligence of Banner. Banner's liability to the Client for losses, damages or injuries arising out of the performance of Banner's services or the Project will be limited to a sum not to exceed the greater of \$50,000 or Banner's fee (to a maximum of \$1,000,000 or the amount of any insurance available to cover such liability if less than \$1,000,000).

**Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

**Hazardous Substances.** Unless specifically stated in this Agreement, Banner shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

**Interpretation.** This Agreement and any claims or disputes arising out of, or relating to, the Agreement shall be governed by the laws of the State of South Dakota, other than any choice of law provisions under South Dakota law.

**No Third Party Beneficiaries.** This Agreement is for the sole benefit of Client and Banner and nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, any third party against either Client or Banner.

**Responsibility for Construction.** The Client agrees that in accordance with generally accepted construction industry standards, Banner shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, since they are solely the responsibility of the contractor, and Banner shall not have control over or charge of, and shall not be responsible for, acts or omissions of the contractor, including, but not limited to the contractor's failure to perform its work in accordance with industry standards and the requirements of any plans and specifications.

## RIGHT-OF-WAY CERTIFICATE

TO: Local Government Assistance  
South Dakota Department of Transportation  
700 Broadway Avenue East  
Pierre, South Dakota 57501-2586

RE: Project No. BRF-B 4266(07), County Codington, PCN 09M4

This is to certify that the Board of County Commissioners of Codington County, South Dakota has acquired all necessary right of way and temporary construction easements required for the construction of Project Number BRF-B 4266(07) in Codington County, in accordance with the provisions of the Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970 as amended. Relocation assistance was was not X required on this project and, if so, was accomplished in accordance with State and Federal directives.

We also certify that all improvements (utilities, fence, etc.), to be removed under right of way negotiations have been moved or will be moved by the date of the letting or that the necessary agreement has been reached with the owner involved.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_.

BOARD OF COUNTY COMMISSIONERS

ATTEST: OF Codington COUNTY

BY: \_\_\_\_\_ CHAIRMAN

COUNTY AUDITOR  
(SEAL)

Approved by: \_\_\_\_\_  
Project Manager Date

TO: Local Government Assistance  
South Dakota Department of Transportation  
700 Broadway Avenue East  
Pierre, South Dakota 57501-2586

RE: UTILITIES CERTIFICATE PROJECT NUMBER BRF-B 4266(07) PCN 09M4

This is to certify that the Board of County Commissioners of Codington County, South Dakota, will move and/or adjust or will cause to be moved, and/or adjusted, any and all utilities, whether publicly or privately owned, lying in the path of or conflicting with the construction of said project within the limits of said county.

1. The moves and/or adjustments will be accomplished at no cost to the State of South Dakota, and without Federal participation, and will be coordinated with the construction of said project. The following utilities have been contacted and are aware of the project:

<u>Utility Company</u>	<u>Date Contacted</u>
Clark Rural Water System, Greg Marx 2" PVC water line, 550'± north of road.	6/12/24 email sent by MRJ 6/12/24 email reply Greg
Bluepeak Internet (formerly Vast Broadband), Mark Thorson No utilities are present as of 06/12/24.	6/12/24 email sent by MRJ 6/12/24 email reply Mark
SDN Communications, Lawrence Escobin 96-pair fiber line in orange conduit north side of road.	6/12/24 email sent by MRJ 6/12/24 email reply Lawrence
Midcontinent Communications, Eugene Mielitz 18-pair fiber line, 12 pair fiber line, and 715 coax cable line. All three lines are attached to the overhead power poles north of the road.	6/12/24 email sent by MRJ 6/13/24 email reply Eugene
Lumen (formerly Century Link), Cory Moser High Profile 16-pair and 144-pair fiber lines in conduit north side of road. 600-pair copper line north side of road. 50-pair copper line south side of road.	6/12/24 email sent by MRJ 6/12/24 email reply Cory
Watertown Municipal Utilities, Brian Benson, Wayne Lovelis, John Lunde 4/0 ACSR 7200/12470 overhead power line north of road. No water lines are present as of 6/12/24. 4" steel gas main south side of road.	6/12/24 email sent by MRJ 6/13/24 email reply Brian 6/12/24 email reply Wayne 6/13/24 phone conv John

2. The utilities referred to in this certificate do not include railroads or railroad owned facilities.
3. All other utilities not included in this certificate are listed: None

We also certify that all physical features (fences, signs, posts, etc.) to be removed under utilities negotiations have been moved or will be moved by the date of the letting or that an agreement has been negotiated with the owner involved.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_.

BOARD OF COUNTY COMMISSIONERS

ATTEST: OF Codington COUNTY

BY: \_\_\_\_\_

COUNTY AUDITOR  
(SEAL)

CHAIRMAN

Approved by: \_\_\_\_\_  
Project Manager Date

**STATE OF SOUTH DAKOTA  
DEPARTMENT OF TRANSPORTATION  
JOINT POWERS AGREEMENT  
FOR WEED SPRAYING SERVICES BY COUNTY**

This Joint Powers Agreement (Agreement) is entered into by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as the "STATE," and Codington County, South Dakota, referred to in this Agreement as the "COUNTY."

**1. JOINT POWERS**

This Agreement does not establish a separate legal entity, as contemplated by SDCL 1-24-5. The cooperative undertaking described in this Agreement will be financed and conducted under the provisions of this Agreement by the COUNTY and the STATE. Each party has responsibilities under the terms of this Agreement and no joint board or administrator will be used. No real property will be purchased for use in connection with this Agreement.

**2. BACKGROUND:**

- A. The STATE is the owner of real property located in Codington County, South Dakota.
- B. The STATE wants the COUNTY to control the growth of declared noxious weeds within the right of way of state highway routes.
- C. The COUNTY is willing to provide weed spraying services to the STATE.

**THE STATE AND THE COUNTY MUTUALLY AGREE AS FOLLOWS:**

**3. TERM**

The COUNTY services under this Agreement will commence upon the date of last signature and will end April 30, 2026, unless terminated earlier pursuant to the terms of this Agreement.

**4. SPRAYING PROJECT**

- A. The COUNTY will furnish the necessary equipment, materials, and labor to control the growth of declared noxious weeds in accordance with the bid proposal attached to this Agreement as **Exhibit A**.
- B. The COUNTY will ensure that the weed spraying is accomplished by personnel properly licensed by the South Dakota Department of Agriculture.
- C. The COUNTY will advise the STATE'S local maintenance shop of the COUNTY'S intent to spray, at least forty-eight (48) hours prior to spraying.
- D. The COUNTY will ensure the COUNTY'S spraying vehicles are equipped with a flashing amber warning light which must be in operation while spraying highway right of way. The COUNTY will not stop its vehicle(s) on the roadway, driving lanes, or shoulders on the Interstate highway system.
- E. The COUNTY will complete form DOT-820 Daily Pesticide Application Record, furnished by the STATE, a copy of which is attached to this Agreement as **Exhibit B**. The COUNTY will complete this form on a daily basis after completion of the spraying.
- F. The COUNTY will provide the STATE with a completed copy of the DOT-820 Daily Pesticide Application Records within one (1) week after completion of the spraying.
- G. The COUNTY will submit an invoice for payment to the STATE. The invoice will be accompanied by the completed original DOT-820 daily form(s). The COUNTY may submit separate invoices for the spring and fall spraying, if the COUNTY desires to do so.

H. The COUNTY will supply the STATE with visible proof the spraying operations are effectively killing noxious weeds. If the spraying operations do not effectively kill the noxious weeds, the COUNTY will not be paid for that portion of the spraying operations the STATE determines were ineffective.

I. The STATE will furnish the COUNTY with form DOT-820 Daily Pesticide Application Records.

## **5. PAYMENT**

- A. The STATE will pay the COUNTY the actual costs for services as set out below. Payment will be made pursuant to itemized invoices submitted by the COUNTY and accompanied by the required form DOT-820 Daily Pesticide Application Records.
- B. Reimburse the COUNTY for all labor required to satisfactorily complete the work contemplated by this Agreement based on the hourly rate per employee as stipulated in the attached **Exhibit C**.
- C. Reimburse the COUNTY for all pesticides and equipment required to satisfactorily complete the work contemplated by this Agreement based on the costs as stipulated in the attached Exhibit C.

## **6. AMENDMENT PROVISION**

This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement and be signed by an authorized representative of each of the parties.

## **7. TERMINATION PROVISION**

Either party may terminate this Agreement by providing thirty (30) days' written notice to the other. If the COUNTY breaches any term or condition of this Agreement, the STATE may terminate this Agreement with or without notice. If the STATE terminates this Agreement due to the COUNTY'S default, the STATE may adjust any payment due to the COUNTY at the time of termination to cover any additional costs to the STATE due to the COUNTY'S default. Upon termination, the STATE may take over the work and may award another party an agreement to complete the work under this Agreement. If, after the STATE terminates for a default by the COUNTY, it is determined the COUNTY was not at fault, then the COUNTY will be paid for eligible services rendered and expenses incurred up to the date of termination.

## **8. FUNDING PROVISION**

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If, for any reason, the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement may be terminated by the STATE. Termination for any of these reasons is not a default by the STATE nor does it give rise to a claim against the STATE.

## **9. INDEPENDENT CONTRACTOR PROVISION**

- A. While performing services under this Agreement, the COUNTY is an independent contractor and not an officer, agent, or employee of the STATE.
- B. No employee of the COUNTY engaged in the performance of services required under this Agreement will be considered an employee of the STATE. No claim under the South Dakota Workers' Compensation Act on behalf of said employee or other person while so engaged and no claim made by any third party as a consequence of any act or omission by the COUNTY will be the STATE'S obligation or responsibility.

## **10. EMPLOYEE STATUS PROVISION**

Any officer, employee, or agent engaged in joint action under this Agreement will remain an employee with his or her agency during participation in joint action under this Agreement. Each agency will retain exclusive responsibility for its officers, agents, and employees while these officers, agents, and employees are engaged in joint action under this Agreement, including but not limited to responsibility for regular and overtime wages and salaries, unemployment benefits, workers' compensation coverage, health insurance, or other benefits, and liability coverage and indemnity, except as otherwise specifically provided in this Agreement.

## **11. AMERICANS WITH DISABILITIES ACT**

The COUNTY will provide services in compliance with the Americans with Disabilities Act of 2016, and any amendments.

## **12. COMPLIANCE PROVISION**

The COUNTY will comply with all federal, state and local laws, together with all ordinances and regulations applicable to the work and will be solely responsible for obtaining current information on such requirements. The COUNTY will procure all licenses, permits, or other rights necessary for the fulfillment of its obligation under the Agreement.

## **13. INDEMNIFICATION PROVISION**

The COUNTY will indemnify the STATE, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceedings that may arise as the result of performing services under this Agreement. This section does not require the COUNTY to be responsible for or defend against claims or damages arising from errors or omissions of the STATE, its officers, agents, or employees.

## **14. CONTROLLING LAW PROVISION**

This Agreement will be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement will be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

## **15. SEVERABILITY PROVISION**

If any court of competent jurisdiction holds any provision of this Agreement unenforceable or invalid, such holding will not invalidate or render unenforceable any other provision of this Agreement.

## **16. SUPERCESSION PROVISION**

All other prior discussions, communications, and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided in this Agreement, this Agreement constitutes the entire agreement with respect to the subject matter.

## **17. CERTIFICATION OF NO PROHIBITED STATE LEGISLATOR**

The COUNTY (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to this Agreement. By signing this Agreement, the COUNTY hereby certifies that this Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

## **18. SIGNATURE AUTHORITY**

The COUNTY has designated its County Commission Chairperson as the COUNTY'S authorized representative and has empowered the Chairperson with the authority to sign this Agreement on behalf of the COUNTY. A copy of the COUNTY'S Commission minutes or resolution authorizing the execution of this Agreement by the Chairperson as the COUNTY'S authorized representative is attached to this Agreement as Exhibit C.

[SIGNATURE PAGE FOLLOWS]

By signature of their representatives below, each party certifies that approval of this Agreement by ordinance, resolution, or other appropriate means has been obtained by that party's governing body or officer pursuant to SDCL § 1-24-3 and § 1-24-6.

Codington County, South Dakota

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: County Commission Chairperson

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

County Auditor/Clerk

(COUNTY SEAL)

State of South Dakota  
Department of Transportation

By: \_\_\_\_\_

Printed Name: Joel M. Jundt

Its: Department Secretary

Date: \_\_\_\_\_

Recommended By:

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Construction/Maintenance Engineer

## BID PROPOSAL

CODE	PROJECT			MAINT UNIT	CONTROL REFERENCE	AFE	FUNCTION	BEGIN MRM	END MRM
	PRE	ROUTE	AGR						
	0001			171		i7G4	2305		
	000N			171		i7G5	2305		
	000P			171		i7G6	2305		

COUNTY: CODINGTON

BUDGET SOURCE: FY2025 Contract Maintenance

FEDERAL TAX ID NUMBER: 46-600516

FINALS ENGINEER REVIEW REQUIRED:  YES  NO

REGION MATERIALS CERTIFICATION REQUIRED:  YES  NO

CERTIFIED INSPECTORS/TESTERS REQUIRED:  YES  NO

TO BE INSTALLED ON CM&P:  YES  NO

TYPE OF WORK: Weed Spraying

PURPOSE OF WORK: Control Noxious Weeds

LOCATION OF WORK: Within the jurisdictional areas of the Watertown Shop

#### ESTIMATE OF QUANITIOES AND COST:

"Contract" Daily Pesticide Application Record

Date: \_\_\_\_\_ Contact No: \_\_\_\_\_  
 Customer: \_\_\_\_\_  
 Contractor: \_\_\_\_\_

SPRAYING ON THIS DATE WAS ACCOMPLISHED ON: INDICATE WHICH DITCH

Highway No: \_\_\_\_\_ From MRM \_\_\_\_\_ To MRM \_\_\_\_\_ N S E W OR MEDIAN  
 Highway No: \_\_\_\_\_ From MRM \_\_\_\_\_ To MRM \_\_\_\_\_ N S E W OR MEDIAN  
 Highway No: \_\_\_\_\_ From MRM \_\_\_\_\_ To MRM \_\_\_\_\_ N S E W OR MEDIAN

---

Highway No.	Type of Pesticide	Amount Used	Cost/Unit	Cost
_____	_____	_____ X _____	=	_____
_____	_____	_____ X _____	=	_____
_____	_____	_____ X _____	=	_____

Highway No.	Employee Name	Hours Worked	Rate	Cost
_____	_____	_____ X _____	=	_____
_____	_____	_____ X _____	=	_____
_____	_____	_____ X _____	=	_____

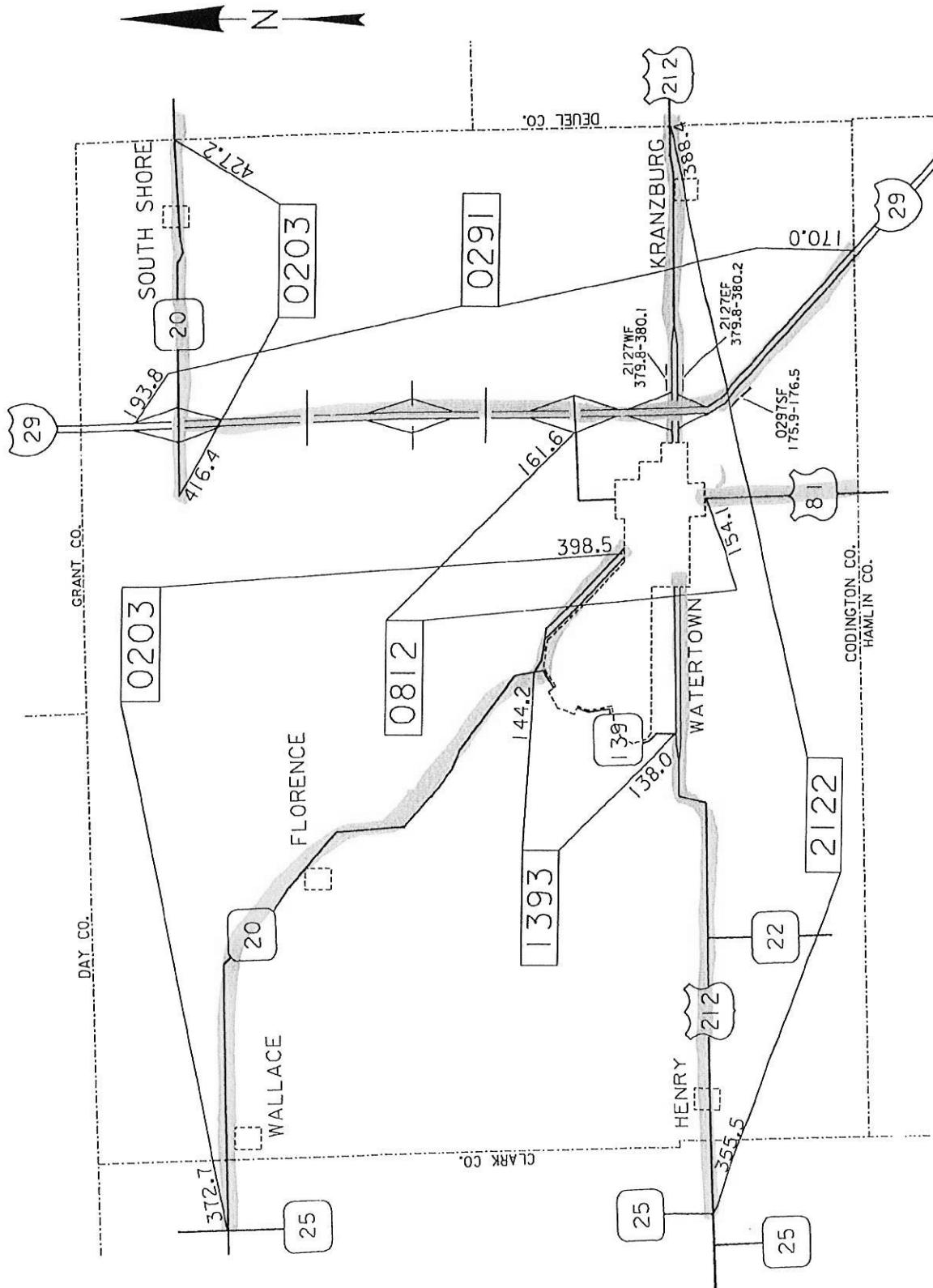
Highway No.	Equipment	Miles or Hours Worked	Rate	Cost
_____	_____	_____ X _____	=	_____
_____	_____	_____ X _____	=	_____
_____	_____	_____ X _____	=	_____
Total Cost				= _____

---

Sprayer Operator Signature \_\_\_\_\_

D.O.A. License Number: \_\_\_\_\_

THIS FORM WILL BE COMPLETED IN TRIPPLICATE. ONE COPY WILL BE FORWARDED TO THE LOCAL MAINTENANCE UNIT FOREMAN, ONE TO BE RETAINED ON FILE BY THE COUNTY, AND ONE (ORIGINAL) TO ACCOMPANY THE COUNTY'S INVOICE TO THE STATE FOR PAYMENT.



| 76 - WATERTOWN

## 2025 Chemicals & Rates

Townships & County:	Equip. & man-\$45/hr	
<b>Chemical Rates / gallon</b>		
2-4D Amine, Aquatic labeled:	\$17.05	
Rodeo or Equivalent:	\$20.75	
Roundup Pro or Equivalent:	\$18.30	
Plateau or Equivalent:	Basf Plateau -\$96.05	
Tordon 22K or Equivalent:	\$49.03	
Nonionic Surfactant:	90-10 - \$9.24	
GrazonNext:	\$55.00	
Milestone:	\$300.00	
Transline	\$120.0	
State, City & Privates:	<b>Chemical Rates / gallon</b>	
2-4D Amine, Aquatic labeled:	\$35.00	
Rodeo or Equivalent:	\$55.00	
Roundup Pro or Equivalent:	\$42.00	
Plateau or Equivalent:	Basf Plateau -\$135.00	Alligare Panoramic - \$130.00
Tordon 22K or Equivalent:	\$70.00	
Nonionic Surfactant:	\$15.00	
GrazonNext:	\$60.00	
Milestone:	\$320.00	
Transline:	\$135.00	
Dicamba:	\$90.00	
<b>Hourly and equipment rates</b>		
State, City & Privates	\$75/hr-truck, \$60/hr-RTV, Man hour-\$55/hr, 1hr minimum	
Water charges:	\$10/gallon - 500 gallon minimum	