



Department of Transportation

Office of Project Development

700 E Broadway Avenue

Pierre, South Dakota 57501-2586 605/773-3268

FAX: 605/773-2614

May 13, 2016

ADDENDUM NO. 1

RE: Item #5, May 18, 2016 Letting - PH 0020(128), PCN 03B4, Davison, Lincoln, Minnehaha County - Durable Pavement Marking

TO WHOM IT MAY CONCERN:

The following addenda to the plans shall be inserted and made a part of your proposal for the referenced project.

SPECIAL PROVISIONS: Please remove the Special Provisions checklist and replace with attached Special Provisions checklist revised 5/13/16. "Special Provision Regarding Railroad Insurance Requirements" dated 5/13/16 and "Special Provision For Working on Railroad Property" dated 5/13/16 were added.

Please add the "Special Provision Regarding Railroad Insurance Requirements" dated 5/13/16 and "Special Provision For Working on Railroad Property" dated 5/13/16 after the "Special Provision for Durable Pavement Markings", dated 4/7/16.

BID ITEM FILE: NO CHANGE

PLANS: NO CHANGE

Sincerely,

Sam Weisgram
Engineering Supervisor

SW/cj

CC: Craig Smith, Mitchell Region Engineer
Travis Dressen, Sioux Falls Area Engineer

REV. 5/13/16

SPECIAL PROVISIONS

PROJECT NUMBER(S): PH 0020(128) PCN: 03B4

TYPE OF WORK: DURABLE PAVEMENT MARKING

COUNTIES: DAVISON, LINCOLN, MINNEHAHA

The following clauses have been prepared subsequent to the Standard Specifications for Roads and Bridges and refer only to the above described improvement, for which the following Proposal is made.

The Contractor's attention is directed to the need for securing from the Department of Environment & Natural Resources, Foss Building, Pierre, South Dakota, permission to remove water from public sources (lakes, rivers, streams, etc.). The Contractor should make his request as early as possible after receiving his contract, and insofar as possible at least 30 days prior to the date that the water is to be used.

Jean Anderson, Greg Johnson is the official in charge of the Mitchell, Sioux Falls Career Center for Davison, Lincoln, Minnehaha Counties.

THE FOLLOWING ITEMS ARE INCLUDED IN THIS PROPOSAL FORM:

Special Provision for Durable Pavement Markings, dated 4/7/16.

Special Provision Regarding Railroad Insurance Requirements, dated 5/13/16.

NOTE: The contractor WILL NOT be granted permission to proceed with any work on Railroad Right-of-Way until he has been notified by the Railroad that his insurance has been approved and the insurances and certificates has been provided to the SDDOT Area Office.

Special Provision For Working on Railroad Property, dated 5/13/16.

Special Provision for Contractor Administered Preconstruction Meeting, dated 4/18/13.

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

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

Special Provision For Disadvantaged Business Enterprise, dated 5/20/15.

Special Provision For EEO Affirmative Action Requirements on Federal and Federal-aid Construction Contracts, dated 9/1/97.

Special Provision For Required Contract Provisions Federal-aid Construction Contracts, Form FHWA 1273 (Rev. May/1/12), dated 4/30/13.

Required Contract Provisions Federal-aid Construction Contracts, Form FHWA 1273 (Rev. 5/1/12).

Special Provision for Cargo Preference Act, dated 1/20/16.

Special Provision Regarding Minimum Wage on Federal-Aid Projects, dated 4/30/13.
Wage and Hour Division US Department of Labor Washington DC.

- US Dept. of Labor Decision Number SD150001, dated 10/9/15.
Special Provision for Price Schedule for Miscellaneous Items, dated 10/14/15.

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STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION REGARDING RAILROAD INSURANCE REQUIREMENTS
FOR
DAKOTA SOUTHERN RAILROAD

PH 0020(128), PCN 03B4, DAVISON COUNTY
SD37 IN MITCHELL, SD

RR DOT 386036A, MP 374.95, MAINLINE

Prior to commencing any work in the vicinity of the railroad property on this project, the successful contractor will provide and maintain in effect insurance covering all of the work and services to be performed by the Contractor and each of its subcontractors in the coverages and minimum amounts as noted below:

- (1) Railroad Protective Liability: The **Dakota Southern Railroad will be the Named Insured** for bodily injury and property damage of \$2,000,000 per occurrence and \$6,000,000 in the aggregate.
- (2) Workers' Compensation Insurance: As required under the South Dakota Workmen's Compensation Law.
- (3) Commercial General Liability: For public liability, personal injury and property damage, as well as Contractual Liability in the amount of \$2,000,000 per occurrence, with an aggregate of \$4,000,000.
- (4) Automobile Liability: For bodily injury and property damage of at least \$1,000,000 combined single limit or the equivalent covering any and all vehicles owned or hired and used in performing services.

Insurances must provide for coverage of incidents occurring within fifty (50) feet of the railroad track, and any provision to the contrary in the insurance policy must be specifically deleted.

POLICY & CERTIFICATE OF INSURANCE

The successful contractor will issue to the following Railroad a Certificate of Insurance evidencing the issuance of insurance coverage as prescribed in 2, 3 and 4 above, **plus** the original Railroad Protective Liability insurance policy, and certify that the Railroad will be given not less than 30 days written notice prior to any material change, substitution or cancellation prior to normal expiration dates.

Cancellation expiration of any of said policies of insurance will not preclude Railroad from recovery there under for any liability arising under this contract. Certificate of Insurance and Railroad Protective Liability insurance policy to be issued to:

Dakota Southern Railroad
PO Box 213
White Lake, South Dakota 57383

The contractor will submit the original policy and Certificate of Insurance to the Railroad at the following address:

Mr. Lester Thompson, General Manager
Dakota Southern Railroad
PO Box 213
White Lake, South Dakota 57383

with a certificate for all insurances to **Jay Peppel, Mitchell Area Engineer, South Dakota Department of Transportation, PO Box 1206, Mitchell, SD 57301, Fax number 605-995-8121.***

The successful contractor will not be granted permission to proceed with any work on, over, or near railroad property (at a minimum of 50 feet from centerline of any track) until the contractor has been notified by the Railroad that the required insurances have been approved and documentation of approval has been provided to the Area Engineer.

All costs associated with these insurance requirements, including increasing policy limits, when required, will be incidental to the bid item RAILROAD PROTECTIVE INSURANCE.

It is mutually understood and agreed that the purchase of insurance will not in any way limit the liability of the Contractor to the Railroad.

Failure to obtain the required insurances and approvals prior to working on, over, or near Railroad property will result in suspension of all work until required insurances are obtained and approved.

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STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION REGARDING WORKING ON RAILROAD PROPERTY
FOR
DAKOTA SOUTHERN RAILROAD

PH 0020(128), PCN 03B4, DAVISON COUNTY
SD37 IN MITCHELL, SD

RR DOT 386036A, MP 374.95, MAINLINE

MAY 13, 2016

(1) REQUIREMENTS OF THE CONTRACTOR IN RELATION TO THE PROTECTION OF THE RAILROAD PROPERTY AND OPERATIONS FROM HAZARD DUE TO CONSTRUCTION OPERATIONS.

The Contractor is to contact Lester Thompson, General Manager, Dakota Southern Railroad, PO Box 213, White Lake, South Dakota, 57383, cell phone #208-819-3356, at least thirty days in advance before beginning of project and will contact him again at least five working days in advance whenever it is to enter the Railroad right-of-way.

Construction activity that is within 25 feet laterally of centerline of track and/or at any distance vertically from top of rail of said track within 50 feet laterally of the centerline of track may require flagging and/or a protective train order, issued by the Railroad, for each train passing through or affected by said construction. **The Contractor's work schedule will be coordinated with the State and Railroad Representative.**

Contractor will request a train schedule and will not be within 25 feet laterally and/or at any distance vertically of centerline of track when trains are present. Contractor's work or activity will not interfere with or endanger Railroad operations or cause damage to Railroad property.

Railroad flag protection may be required at any time the Railroad Representative believes that it is necessary to safeguard Railroad's operations and property.

In the event a Railroad Representative is required to flag, the Railroad is to submit the billings for flagging directly to the **Mitchell Area Engineer, South Dakota Department of Transportation, PO Box 1206, Mitchell, SD57301.** Contractor is to notify Railroad of billing requirement. Flagging will be paid for by the Department.

(2) REQUIREMENTS FOR CONTRACTOR WORKING ON RAILROAD RIGHT-OF-WAY.

- a. The Contractor will be required to obtain a **temporary right of entry & occupancy permit** prior to entering the railroad right-of-way. The Contractor will contact Lynn Kennison with the Office of Air, Rail and Transit at 605-773-322 to obtain the permit.

- b. Absolutely no piling of construction materials or any other material, including dirt, sand, etc within 25 feet of center of track or on property of the Railroad not covered by Construction Easement or Contractor's Permit/Lease.
- c. No construction will be allowed within 25 feet of center of any track unless authorized by the Railroad Representative and shown on Plan approved by the Railroad. This includes any excavation, slope encroachment and driving of sheet piles.
- d. No change will be made to "Construction Plans" without approval by all parties involved. Approved revised plan will be furnished to all parties prior to implementation of changes.
- e. No vehicles or machines will remain unattended within 25 feet from center of track.
- f. Crossing of any Railroad track must be done at approved locations and must be full depth timbers, rubber, etc. Any equipment with steel wheels, lugs, or tracks must not cross steel rails without aid of rubber tires or other approved protection.
- g. All temporary construction crossings must be covered by a "Private Roadway & Crossing Agreement", and must be barricaded when not in use. Installation of temporary crossing is to be coordinated with Railroad. Requests for temporary construction crossings are to be directed to the Railroad.
- h. Contractor will incur all costs for any track work made necessary due to his construction operations, including but not limited to costs for temporary construction crossings and/or repair of damaged track or crossings.
- i. Flagging protection may be required when equipment crosses or is working within 25 feet from center of track.
- j. Contractor must furnish details on how he will perform work that will affect existing drainage and/or possible fouling of track ballast as well as removal of overhead bridges/structure.
- k. Contractor's approved insurance must be in effect prior to entry onto Railroad right-of-way and during entire project.
- l. All permits and Agreements must be in effect, payments made, and insurance policies received prior to entering Railroad right-of-way.
- m. Important - Disregard of any of these items will result in Contractor being shut down for a minimum of 48 hours on Railroad right-of-way while infraction is investigated. Based on the findings of the investigation, it will be determined if the Contractor will be allowed to work on Railroad right-of-way in the future.

(3) RIGHT OF ENTRY OF THE CONTRACTOR ON THE RAILROAD'S RIGHT-OF-WAY

Right of Entry will not be granted by either the Railroad Representative or State until the Contractor has completed the following:

- a. Contractor has provided the Railroad Protective Liability Insurance Policy to the Railroad and furnished a certificate of said insurance to the State;
- b. Contractor has been notified that said insurance is approved by the Railroad;
- c. Contractor has furnished a certificate of insurance for Commercial General Liability, Worker's Compensation Insurance, and Automobile Liability to the Railroad and State;
- d. Contractor has obtained the temporary right of entry & occupancy permit.
- e. Contractor has completed satisfactory arrangements with Railroad Representative for progress of work without danger to train operations, without unnecessary interruption to train movements and for flagging protection if necessary.

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