

# Department of Transportation

## Office of Project Development

700 E Broadway Avenue

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

FAX: 605/773-2614

October 16, 2015

### ADDENDUM NO. 2

**RE: Item #3, October 21, 2015 Letting - NH 0212(162)380, PCN 03RN, Codington, Deuel County - PCC Overlay**

#### 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 Provision Checklist, dated 10/13/15 and replace it with the enclosed Special Provision Checklist, dated 10/16/15.

Please remove the "Special Provision for Contract Time", dated 9/11/15 and replace with the "Special Provision for Contract Time", dated 10/16/15. The timeframe for when contract time begins was clarified in the Substantial Completion section on page 2.

**BID ITEM FILE:** NO CHANGE

**PLANS:** NO CHANGE

Sincerely,

Sam Weisgram  
Engineering Supervisor

SW/cj

CC: Jeff Senst, Aberdeen Region Engineer  
Matt Brey, Watertown Area Engineer

REV. 10/16/15

SPECIAL PROVISIONS

PROJECT NUMBER(S): NH 0212(162)380 PCN: 03RN

TYPE OF WORK: PCC OVERLAY

COUNTIES: CODINGTON, DEUEL

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.

Sue Bogen is the official in charge of the Watertown Career Center for Codington, Deuel Counties.

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

**Special Provision for Contract Time, dated 10/16/15.**

**Agreement for Use and Restoration of Detour and/or Wet Weather Detour.**

**Special Provision for On-The-Job Training Program, dated 7/10/12.**

**Special Provision for Contractor Furnished Mix Designs for  
PCC Pavement, dated 6/19/15.**

**Special Provision for Durable Pavement Markings, dated 9/3/15.**

**Special Provision for IRI PCC Pavement Smoothness, dated 9/8/15.**

**Special Provision for Portland Cement Concrete  
Pavement Overlay (Thick), dated 8/28/15.**

**Special Provision for Contractor Staking, dated 9/2/15.**

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 7/14/08.

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 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 SD100010, dated 8/30/13.

Special Provision for Price Schedule for Miscellaneous Items, dated 8/3/15.

Special Provision Regarding Storm Water Discharge, dated 5/3/13.

General Permit for Storm Water Discharges Associated with Construction

Activities, dated 2/1/10. <http://denr.sd.gov/des/sw/IPermits/ConstructionGeneralPermit2010.pdf>

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**STATE OF SOUTH DAKOTA  
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION  
FOR  
CONTRACT TIME**

**PROJECT NH 0212(162)380, PCN 03RN  
CODINGTON AND DUEL COUNTIES**

**OCTOBER 16, 2015**

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**Calendar Day Count Requirement from Sta. b78+00 to b91+45.12**

The Contractor will have 14 calendar days for the closure of US 212 from Sta. b78+00 to b91+45.12. The Department will begin to count calendar days when the Contractor impedes traffic. The Department will continue to count calendar days until the Contractor completes the work and opens the road to traffic. The Department will count calendar days in accordance with Section 8.6 B.

The Department wants to accelerate the project by offering an incentive to the Contractor. The Department will make an incentive payment in the amount of \$3,000 per calendar day to the contract for each calendar day the Contractor completes the work prior to the required interim completion date. The Department will make a disincentive assessment in the amount of \$3,000 per calendar day to the contract for each calendar day the work is not completed beyond required interim completion date. The Department will count calendar days in accordance with Section 8.6 B.

The maximum incentive for this portion of the project is limited to \$21,000. There is no maximum disincentive.

**Closure Requirement from Sta. 417+00 to 447+00**

The Contractor will have 21 calendar days for the closure of US 212 from Sta. 417+00 to 447+00. The Department will begin to count calendar days when the Contractor impedes traffic. The Department will continue to count calendar days until the Contractor completes the work and opens the road to traffic. The Department will count calendar days in accordance with Section 8.6 B.

The Department wants to accelerate the project by offering an incentive to the Contractor. The Department will make an incentive payment in the amount of \$1,000 per calendar day to the contract for each calendar day the Contractor completes the work prior to the required interim completion date. The Department will make a disincentive assessment in the amount of \$1,000 per calendar day to the contract for

each calendar day the work is not completed beyond required interim completion date. The Department will count calendar days in accordance with Section 8.6 B.

The maximum incentive for this portion of the project is limited to \$10,000. There is no maximum disincentive.

In addition, the Contractor will open all lanes to unimpeded traffic from July 2, 2016 to July 5, 2016 (inclusive).

### **Substantial Completion**

In addition, the Contractor will have 75 calendar days to substantially complete the project.

The contract time will start on August 2, 2016 or on the date the Contractor actually starts construction work and closes the road to traffic whichever date is earlier.

The Department will count calendar days in accordance with Section 8.6 B.

The Department will consider the work substantially complete in accordance with Section 8.6. The Engineer, in his or her sole discretion will determine when the project is substantially complete.

The Department wants to accelerate the project by offering an incentive to the Contractor. The Department will make an incentive payment in the amount of \$5,000 per calendar day to the contract for each calendar day the Contractor substantially completes the work prior to the required substantial completion date. The Department will make a disincentive assessment in the amount of \$5,000 per calendar day to the contract for each calendar day the work is not completed beyond required substantial completion date. The Department will count calendar days in accordance with Section 8.6 B.

The maximum incentive for this portion of the project is limited to \$150,000. There is no maximum disincentive.

### **Field Work Completion**

In addition, the Contractor will complete the project by the October 16, 2016 field work completion date.

### **Time Extensions**

In order to avoid or reduce liquidated damage and disincentive assessments, the Contractor may request a time extension for the calendar day count completion requirements, substantial 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 automatic extension of time based on a proportional increase in the contract amount.

### **Failure to Complete on Time**

The Contractor will substantially complete the project prior to the substantial completion requirement or the substantial completion requirement as amended by formally approved time extensions and the field work completion requirement. If the Contractor does not complete the work by the substantial completion requirement or the substantial completion requirement as amended by formally approved time extensions and the field work completion requirement, the Department will assess liquidated damages in accordance with Section 8.8 Table A in addition to the disincentive assessment for substantial completion. The Department will assess liquidated damages for each calendar day the work (project) is late until the Contractor substantially completes the work.

In the event the Contractor does not substantially complete the work on time, the Department will count calendar days in accordance with Section 8.6 B.

The Contractor will complete all work on the project prior to the field work completion requirement or the field work completion requirement as amended by formally approved time extensions. If the Contractor does not complete all work by the field work completion requirement or the field work completion requirement as amended by formally approved time extensions, the Department will assess liquidated damages in accordance with Section 8.8. The Department will assess liquidated damages for each working day the work (project) is late until the Contractor completes all field work.

In the event the Contractor does not complete all field work on time, the Department will count working days in accordance with Section 8.6 C.

### **Expected Adverse Weather Days**

The Department has provided Attachment 1 for information purposes only as a guide to bidders. This table depicts the typical number of adverse weather days expected for any given month, based on historical records. The Department will consider this project a surfacing project in Zone 6.

The Department will consider expected adverse weather days cumulative in nature over the time period when the Contractor is actively pursuing completion of the work. The Department will not consider adverse weather days during an extended period of time when the Contractor is not pursuing completion of the work. When considering a time extension for field work completion of the project, the Engineer will compare the total number of expected adverse weather days against the total number of actual adverse weather days for the time period during which the work was being completed.

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# ATTACHMENT 1

Figure A - Expected Adverse Weather Days for South Dakota

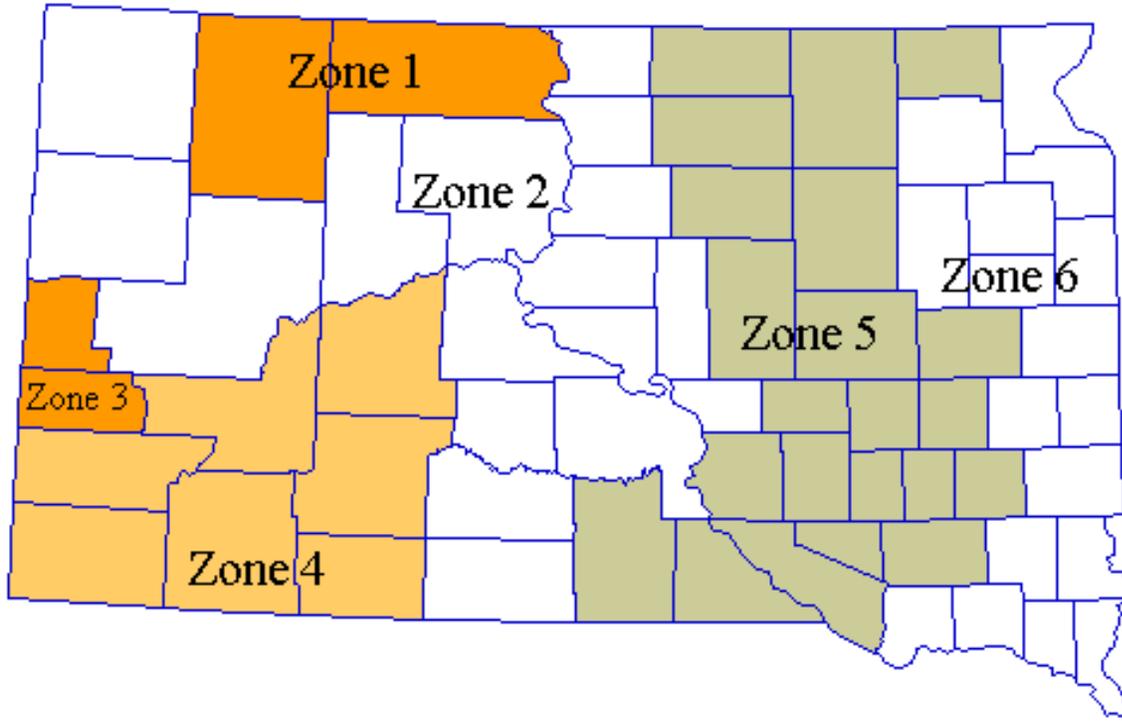


Table 1 - Expected Adverse Weather Days for South Dakota

	Grading Projects						Surfacing and Structural Projects					
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
Jan	18	18	16	16	22	24	18	18	15	16	21	23
Feb	19	18	12	14	19	21	19	18	12	14	19	21
Mar	12	10	9	8	11	13	12	10	9	8	10	12
Apr	6	5	8	5	6	6	5	4	6	4	4	4
May	6	6	8	6	6	6	5	5	6	4	4	5
Jun	7	6	7	6	7	8	5	5	5	4	5	6
Jul	5	5	6	5	6	7	4	4	5	3	4	5
Aug	4	4	5	4	5	6	3	3	4	3	4	4
Sep	3	3	4	3	4	5	2	2	3	2	3	4
Oct	4	3	5	3	4	4	3	3	4	2	3	3
Nov	11	9	8	7	10	12	11	9	8	7	10	11
Dec	21	19	15	14	20	22	21	19	15	14	20	22

NOTE: Includes Holidays and Weekends.