



# Department of Transportation

## Office of Project Development

700 E Broadway Avenue

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

FAX: 605/773-2614

April 13, 2015

### ADDENDUM NO. 1

**RE: Item #6, April 15, 2015 Letting - NH-P 0031(32), PCN 047T, Haakon, Hughes, Lyman, Potter, Stanley, Sully County - Asphalt Surface Treatment**

### 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 4/13/15.

Please remove the "Special Provision for Contract Time", dated 3/13/15 and replace with the "Special Provision for Contract Time", dated 4/13/15.

**BID ITEM FILE:** NO CHANGE

**PLANS:** NO CHANGE

Sincerely,

Sam Weisgram  
Engineering Supervisor

SW/cj

CC: John Forman, Pierre Region Engineer  
Dean VanDeWiele, Pierre Area Engineer

REV. 4/13/15

SPECIAL PROVISIONS

PROJECT NUMBER(S): NH-P 0031(32) PCN: 047T

TYPE OF WORK: ASPHALT SURFACE TREATMENT

COUNTIES: HAAKON, HUGHES, LYMAN, POTTER, STANLEY, SULLY

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. In case of any discrepancy or conflict between said specifications and these Special Provisions, the latter are to govern.

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.

Marge Mertz, Mark Anderson is the official in charge of the Mobridge, Pierre Career Center for Haakon, Hughes, Lyman, Potter, Stanley, Sully Counties.

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

**Special Provision for Contract Time, dated 4/13/15.**

**Special Provision for Indian Employment and Contracting on the Lower Brule Reservation, dated 2/25/15.**

**Special Provision for Prosecution and Progress, dated 1/20/15.**

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

Special Provision for Electronic Bidding Requirements, dated 12/18/13.

Special Provision for Fuel Cost Adjustment, dated 7/13/06.

Special Provision for Differing Site Conditions, dated 12/19/13.

Special Provision for Suspension of Work, dated 2/13/04.

Standard Title VI Assurance, dated 7/14/08.

Special Provision For Disadvantaged Business Enterprise, dated 12/19/12.

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.  
Supplemental Specification for Errata, dated 3/3/10.  
Supplemental Specification to Standard Specifications for Roads and Bridges, dated 3/3/10.  
Special Provision for Price Schedule for Miscellaneous Items, dated 9/26/13.

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**STATE OF SOUTH DAKOTA  
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION  
FOR  
CONTRACT TIME**

**PROJECT NH-P 0031(32); PCN 047T  
HAAKON, HUGHES, LYMAN, STANLEY, SULLY, & POTTER  
COUNTIES**

**APRIL 13, 2015**

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The Contractor will complete all work on the project by the September 4, 2015 overall completion date.

**July 24, 2015 Interim Completion Date Requirement**

In addition, the Contractor will complete all work on the Route 5 (US 14), Route 6 (US 14), and Route 7 (US 14B) portions of the project by the July 24, 2015 interim completion date.

If the Contractor does not complete the work by the required interim completion date, the Department will assess liquidated damages in the amount of \$500 per working day until the work is complete. The Department will charge working days in accordance with Section 8.6 B.

**Time Extensions**

In order to avoid or reduce liquidated damage assessments, the Contractor may request a time extension for the overall completion date. The Department will consider these time extension requests using the same considerations that apply when granting an extension of Contract Time under Section 8.6, 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 complete all work on the project prior to the overall completion date or the overall completion date as amended by formally approved time extensions. If the Contractor does not complete all work by the overall completion date or the overall completion date as amended by formally approved time extensions, the Department will assess liquidated damages in accordance with Section 8.7. The Department will assess liquidated damages for each working day the work (project) is late until the Contractor completes all contract work.

In the event the Contractor does not complete the work (project) on time, the Department will charge working days in accordance with Section 8.6 B.

### **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 2.

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 overall 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

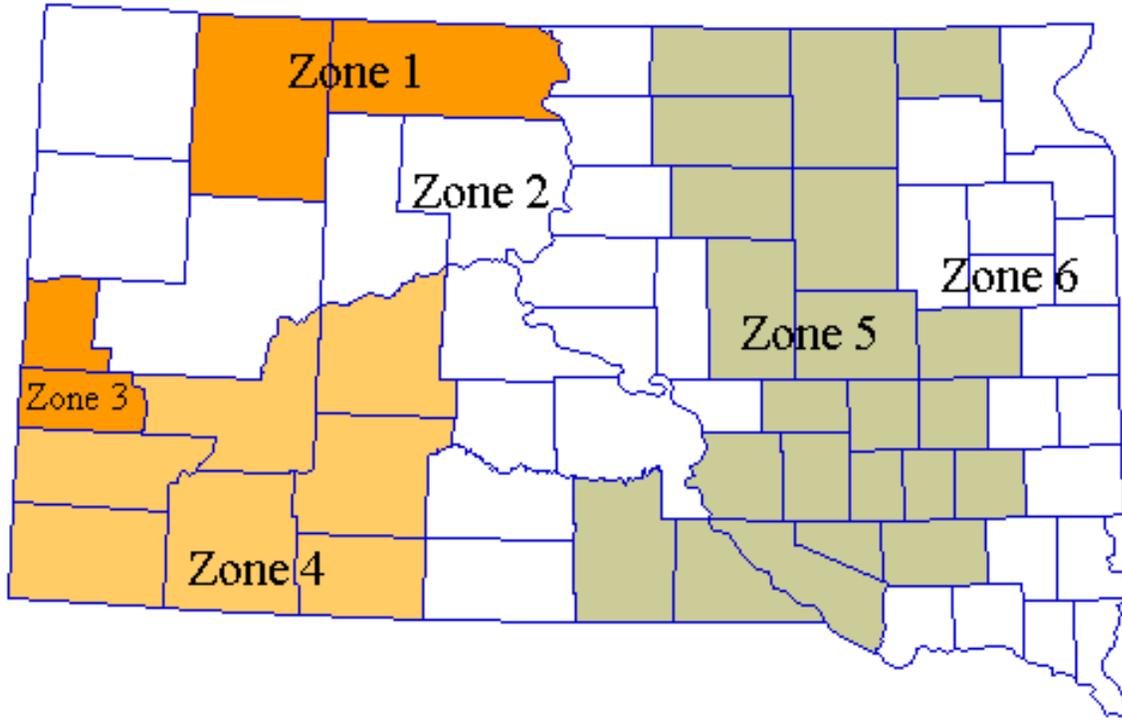


Table 1 - Expected Adverse Weather Days for South Dakota

	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.