

# Department of Transportation

## Office of Project Development

700 E Broadway Avenue

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

FAX: 605/773-2614

September 18, 2014

### ADDENDUM NO. 1

**RE: Item #6, March 18, 2015 Letting - IM 0901(188)30, PCN 04VW, Meade County - Deck Overlay, Epoxy Chip Seal, Joint Modification, Deck & Curb Repair, Fatigue Retrofit**

#### 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 the attached Special Provisions checklist revised 3/13/15.

Please remove the "Special Provision for Contract Time" dated 2/12/15 and replace with the attached "Special Provision for Contract Time" dated 3/13/15.

**BID ITEM FILE:** NO CHANGE

**PLANS:** NO CHANGE

Sincerely,

Sam Weisgram  
Engineering Supervisor

SW/cj

CC: Todd Seaman, Rapid City Region Engineer  
Mike Carlson, Rapid City Area Engineer

REV. 3/13/15

SPECIAL PROVISIONS

PROJECT NUMBER(S): IM 0901(188)30 PCN: 04VW

TYPE OF WORK: DECK OVERLAY, EPOXY CHIP SEAL, JOINT MODIFICATION, DECK & CURB REPAIR, FATIGUE RETROFIT

COUNTY(IES): MEADE

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.

Lisa Johnson is the official in charge of the Spearfish Career Center for Meade County(ies).

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

**Special Provision for Contract Time, dated 3/13/15.**

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

**Special Provision Regarding Railroad Insurance Requirements, dated 2/17/15.**

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 Regarding Working on Railroad Property, dated 2/17/15.**

**Special Provision for Two Coat Bridge Deck Epoxy Chip Seal, dated 7/14/14.**

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 IM 0901(188)30; PCN 04VW  
MEADE COUNTY**

**MARCH 13, 2015**

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The Contractor will complete all work on the project by the July 22, 2016 overall completion date.

**Str. No. 47-018-428 and Str. No. 47-019-430 Working Day Count Completion Requirement**

In addition, the Contractor will have 40 working days for the completion of all work on Str. No. 47-018-428 and Str. No. 47-019-430. These two structures will be considered one work site. The Department will charge working days on all working days the Contractor closes any lane to through traffic at the work site. The Department will charge working days in accordance with Section 8.6 A except working days will be defined as any calendar day traffic is impeded at the work site between January 1 and December 31 (inclusive) except holidays and Section 8.6 A.6 will not apply.

If the Contractor does not complete the work within the working day completion requirement, the Department will assess liquidated damages in the amount of \$1000 per working day.

**Str. No. 47-018-430 and Str. No. 47-019-431 Working Day Count Completion Requirement**

In addition, the Contractor will have 40 working days for the completion of all work on Str. No. 47-018-430 and Str. No. 47-019-431. These two structures will be considered one work site. The Department will charge working days on all working days the Contractor closes any lane to through traffic at the work site. The Department will charge working days in accordance with Section 8.6 A except working days will be defined as any calendar day traffic is impeded at the work site between January 1 and December 31 (inclusive) except holidays and Section 8.6 A.6 will not apply.

If the Contractor does not complete the work within the working day completion requirement, the Department will assess liquidated damages in the amount of \$1000 per working day.

**Str. No. 47-030-443 and Str. No. 47-033-444 Working Day Count Completion Requirement**

In addition, the Contractor will have 40 working days for the completion of all work on Str. No. 47-030-443 and Str. No. 47-033-444. These two structures will be considered one work site. The Department will charge working days on all working days the Contractor closes any lane to through traffic at the work site. The Department will charge working days in accordance with Section 8.6 A except working days will be defined as any calendar day traffic is impeded at the work site between January 1 and December 31 (inclusive) except holidays and Section 8.6 A.6 will not apply.

If the Contractor does not complete the work within the working day completion requirement, the Department will assess liquidated damages in the amount of \$1000 per working day.

**Str. No. 47-030-444 and Str. No. 47-033-445 Working Day Count Completion Requirement**

In addition, the Contractor will have 40 working days for the completion of all work on Str. No. 47-030-444 and Str. No. 47-033-445. These two structures will be considered one work site. The Department will charge working days on all working days the Contractor closes any lane to through traffic at the work site. The Department will charge working days in accordance with Section 8.6 A except working days will be defined as any calendar day traffic is impeded at the work site between January 1 and December 31 (inclusive) except holidays and Section 8.6 A.6 will not apply.

If the Contractor does not complete the work within the working day completion requirement, the Department will assess liquidated damages in the amount of \$1000 per working day.

**Str. No. 47-061-480 Working Day Count Completion Requirement**

In addition, the Contractor will have 45 working days for the completion of all work on Str. No. 47-061-480. The Department will charge working days on all working days the Contractor closes any lane to through traffic at the work site. The Department will charge working days in accordance with Section 8.6 A except working days will be defined as any calendar day traffic is impeded at the work site between January 1 and December 31 (inclusive) except holidays and Section 8.6 A.6 will not apply.

If the Contractor does not complete the work within the working day completion requirement, the Department will assess liquidated damages in the amount of \$500 per working day.

### **Str. No. 47-069-510 Working Day Count Completion Requirement**

In addition, the Contractor will have 30 working days for the completion of all work on Str. No. 47-069-510. The Department will charge working days on all working days the Contractor closes any lane to through traffic at the work site. The Department will charge working days in accordance with Section 8.6 A except working days will be defined as any calendar day traffic is impeded at the work site between January 1 and December 31 (inclusive) except holidays and Section 8.6 A.6 will not apply.

If the Contractor does not complete the work within the working day completion requirement, the Department will assess liquidated damages in the amount of \$500 per working day.

### **Sturgis Motorcycle Rally Restrictions**

The Contractor will open all lanes to unimpeded traffic and the Department will not allow work on the project from July 25, 2015 to August 10, 2015 (inclusive) and from August 3, 2016 to August 15, 2016 (inclusive) due to the Sturgis Motorcycle Rally.

The Contractor will not expose traffic to differential elevations in traveling lanes. The Department will not allow milled surfaces, grooved surfaces, loose cover aggregate, uneven lanes, unmarked lanes, or shoulder drop offs during this timeframe. The Contractor will pave all transitions for a smooth ride as approved by the Engineer.

The Department will assess liquidated damages in the amount of \$2500 per calendar day for the Contractor's failure to comply with the Sturgis Motorcycle Rally restrictions. The Department will not grant time extensions for the Sturgis Motorcycle Rally restrictions for any reason.

### **Time Extensions**

In order to avoid or reduce liquidated damage assessments, the Contractor may request a time extension for the working day completion requirement and overall completion date (excluding the Sturgis Motorcycle Rally restriction). 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 structural project in Zone 2.

The Department will consider expected adverse weather days cumulative in nature over the total time available for contract completion. When considering a time extension for the overall completion date, the Engineer will compare the total number of expected adverse weather days against the total number of actual adverse weather days for the entire period during which the work was to be completed.

\* \* \* \* \*

# ATTACHMENT 1

Figure A - Expected Adverse Weather Days for South Dakota

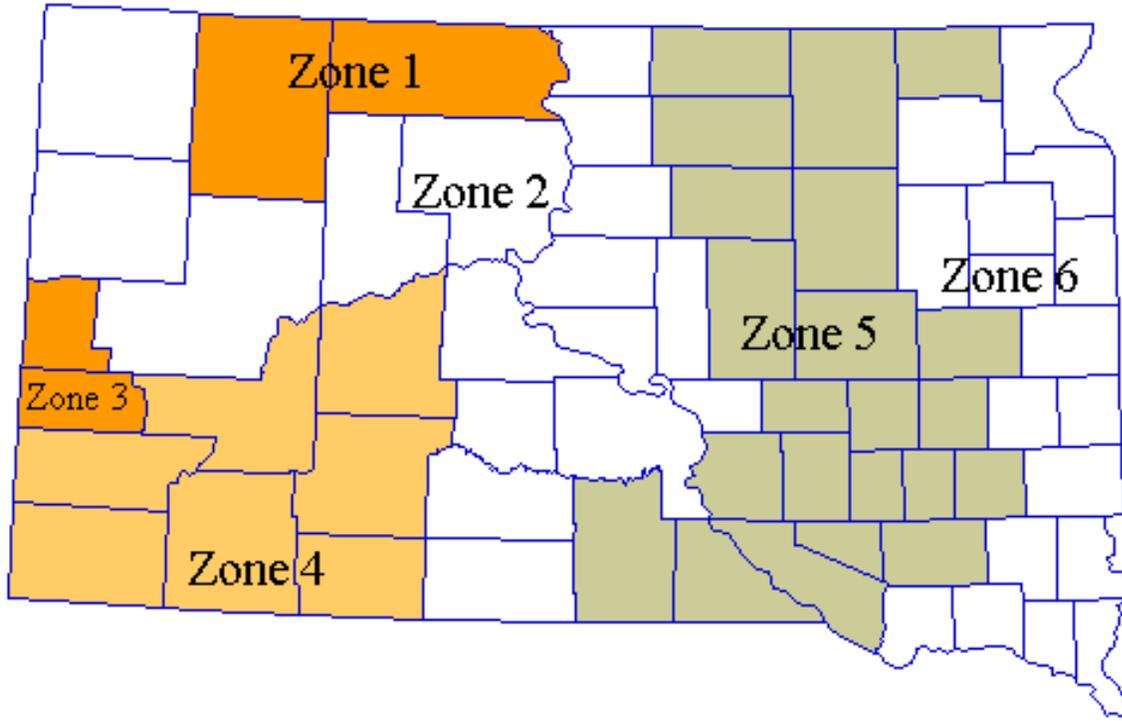


Table 1 - Expected Adverse Weather Days for South Dakota

	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.