



Planning & Engineering
Office of Project Development
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dot.sd.gov

March 22, 2024

ADDENDUM NO. 1

**RE: Item #7, April 4, 2024 Letting - NH-P 0043(37), PCN 096X, Custer, Fall River 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 Index of Special Provisions and replace with attached Index of Special Provisions revised 3/21/24. “Special Provision Regarding Railroad Insurance Requirements for RCP&E Railroad”, dated 2/14/24 and “Special Provision Regarding Working on Railroad Property and Associated Contractor Permits needed for RCP&E Railroad”, dated 2/14/24. were added.

Please add the “Special Provision Regarding Railroad Insurance Requirements for RCP&E Railroad”, dated 2/14/24 and “Special Provision Regarding Working on Railroad Property and Associated Contractor Permits needed for RCP&E Railroad”, dated 2/14/24 after the “Special Provision for Contract Time”, dated 3/1/24.

SDEBS BID PROPOSAL: NO CHANGE

PLANS: NO CHANGE

Sincerely,

Sam Weisgram
Engineering Supervisor

SW/cj

CC: Todd Seaman, Rapid City Region Engineer
Rich Zacher, Custer Area Engineer

REV 3/21/24

INDEX OF SPECIAL PROVISIONS

PROJECT NUMBER(S): NH-P 0043(37) PCN: 096X

TYPE OF WORK: ASPHALT SURFACE TREATMENT

COUNTIES: CUSTER, FALL RIVER

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.

Kara Palmer is the official in charge of the Hot Springs Career Center for Custer, Fall River Counties.

THE FOLLOWING ITEMS ARE INCLUDED IN THIS PROPOSAL FORM:

Special Provision for Contract Time, dated 3/1/24.

Special Provision Regarding Railroad Insurance Requirements for RCP&E Railroad, dated 2/14/24.

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 the insurance has been approved and the insurances and certificates has been provided to the SDDOT area office.

Special Provision Regarding Working on Railroad Property and Associated Contractor Permits needed for RCP&E Railroad, dated 2/14/24.

Special Provision for Asphalt Surface Treatment Design, dated 11/19/15.

Special Provision for Non-National Forest Fire Plan, dated 5/5/15.

Special Provision for Acknowledgment and Certification Regarding Article 3, Section 12 of the South Dakota Constitution, dated 8/24/23.

Special Provision for Buy America, dated 12/6/23.

Special Provision for Liability Insurance, dated 4/21/22.

Special Provision for Responsibility for Damage Claims, dated 4/21/22.

Special Provision for Restriction of Boycott of Israel, dated 1/31/20.

Special Provision for Contractor Administered Preconstruction Meeting, dated 12/18/19.

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

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

Special Provision For Disadvantaged Business Enterprise, dated 2/9/24.
Special Provision For EEO Affirmative Action Requirements on Federal and Federal-Aid Construction Contracts, dated 2/5/24.
Special Provision For Required Contract Provisions Federal-Aid Construction Contracts, Form FHWA 1273 (Rev. October 23, 2023), dated 10/18/23.
Required Contract Provisions Federal-Aid Construction Contracts, Form FHWA 1273 (Rev. 10/23/23).
Special Provision Regarding Minimum Wage on Federal-Aid Projects, dated 10/24/19.
Wage and Hour Division US Department of Labor Washington DC. - US Dept. of Labor Decision Number SD20230032, dated 3/10/23.
Special Provision for Supplemental Specifications to 2015 Standard Specifications for Roads and Bridges, dated 9/7/22.
Special Provision for Price Schedule for Miscellaneous Items, dated 12/6/23.

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION

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SPECIAL PROVISION REGARDING
RAILROAD INSURANCE REQUIREMENTS FOR
RCP&E RAILROAD

NH-P 0043(37), PCN 096X, FALL RIVER COUNTY

US 385 from Stateline to Oelrichs
DOT 190166B, MP 0022.33

February 14, 2024

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 coverage and minimum amounts as noted below:

- (1) Railroad Protective Liability: The **RCP&E and the Genesee & Wyoming Inc. 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 \$6,000,000.
- (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.

The RCP&E and the Genesee & Wyoming Inc. will be named additional insured for items 2, 3 and 4 above.

CERTIFICATES OF INSURANCE

The successful Contractor will issue to the following railroad Certificates of Insurance evidencing the issuance of insurance coverage as prescribed in 1, 2, 3 and 4 above; 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; and the exclusion for working on, over, or within fifty feet (50') of any railroad track will be waived on the certificates. Cancellation or expiration of any of said policies of insurance will not preclude railroad from recovery thereunder for any liability arising under this contract. Certificates of Insurance holder will be:

RCP&E and Genesee & Wyoming Inc.

13901 Sutton Park Drive South, Suite 270

Jacksonville, FL 32224

Attn: Crystal Galbreath

The Contractor will submit the Certificates of Insurance to the Railroad at the following address:

Crystal Galbreath
Real Estate Coordinator
Genesee & Wyoming Railroad Services, Inc.
13901 Sutton Park Dr., S., Suite 270
Jacksonville, FL 32224

Any questions or clarifications of Railroad's insurance requirements may be directed to Crystal Galbreath, at telephone number 904-596-7782, e-mail gwappswest@gwrr.com or to Cassidy Schnabel with the DOT at 605-773-5230, e-mail cassidy.schnabel@state.sd.us.

Additional insurance information can be found on the railroad's web site using the following link:

https://www.gwrr.com/real_estate/insurance_requirements

The Contractor will also send a copy of all certificates and insurances to **Rich Zacher, Custer Area Engineer, South Dakota Department of Transportation, PO Box 431, Custer, SD 57730-0431, email rich.zacher@state.sd.us.**

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 AND ASSOCIATED
CONTRACTOR PERMITS NEEDED FOR
RCP&E RAILROAD

NH-P 0043(37), PCN 096X, FALL RIVER COUNTY

US 385 from Stateline to Oelrichs
DOT 190166B, MP 0022.33

February 14, 2024

(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 Jeff Blachford, AVP Western Region Engineering, Genesee & Wyoming Railroad, cell phone #605-430-3284 at least five working days in advance whenever it is to enter the Railroad property. However, a **thirty-day** notice is required before beginning of project to coordinate work. Manager may designate others to represent the Railroad.

Construction activity that is within 25 feet laterally of center of any track and/or at any distance vertically from top of rail of said track within 50 feet laterally of center of track will 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's and Railroad's Representative prior to notifying the Railroad of required flagging dates.**

Contractor will not be within 25 feet laterally and/or at any distance vertically of center 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.

The Railroad is to submit the billing for protective train orders and/or flagging directly to the **Custer Area Engineer, South Dakota Department of Transportation, PO Box 431, Custer, South Dakota 57730-0431.** Flagging will be paid for by the Department.

The Contractor is to Indemnify and Hold Harmless the Railroad for any personal injuries or property damage arising out of this project to the extent as applicable by law.

(2) REQUIREMENTS FOR CONTRACTOR WORKING ON RAILROAD PROPERTY.

a. 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.

b. 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, bore pits, slope encroachment and driving of sheet piles.

- c. 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.
- d. No vehicles or machines will remain unattended within 25 feet from center of track.
- e. 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. Hauling across public crossings will be within legal load limits.
- f. All temporary construction crossings must be covered by a "Private Roadway & Crossing Agreement" and will be paid for by the Contractor. All temporary crossings must be barricaded when not in use. Crossing installation is to be coordinated with Railroad. Requests for temporary construction crossings are to be directed to the **Railroad at 605-430-3284**.
- g. 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 any and all crossings.
- h. Flagging protection may be required when equipment crosses, or Contractor is working within 25 feet from center of track and/or at any distance vertically from top of rail of said track within 50 feet laterally of the center of track. Flagging is a Federal requirement per 49CFR214.
- i. 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**.
- j. Contractor's approved insurance must be in effect prior to entry onto Railroad property and during entire project.
- k. All permits, and Agreements must be in effect, payments made, and insurance policies received prior to entering Railroad property.
- l. Important - Disregard of any of these items will result in Contractor being shut down for a minimum of 48 hours on Railroad property 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 property in the future.
- m. Railroad may use a 3rd party vendor for some projects. The flagging may be paid through the project or directly by the Contractor. If paid directly, the following should be kept in mind:
 - 1. Contractor shall execute the flagging agreement with vendor.
 - 2. Flagging must be requested 1 or 2 weeks ahead work.
 - 3. Previously scheduled flagging must be cancelled 24 hours in advance, or a full day will be charged.
 - 4. Only full 8-hour days of flagging will be scheduled; partial days will not be considered.

(3) RIGHT OF ENTRY FOR THE CONTRACTOR ON RAILROAD PROPERTY

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 and Contractor has been notified by the Railroad that said insurance is approved by the Railroad.
- b. Contractor has furnished a certificate of insurance for Commercial General Liability, Worker's Compensation Insurance, and Automobile Liability to the Railroad and State.
- c. Contractor has acquired the Right of Entry License Agreement between the Contractor and the Railroad. The State will submit the Right of Entry application on behalf of the Contractor prior to bid opening. The Railroad will grant the State conditional approval to begin advertising for bids and provide the State with the permit forms, which the state will include within the contract award documents. The Contractor shall complete and submit the permit forms to the Railroad for execution. The Contractor will be responsible for the permit fee, which will be \$1,750. The contractor is authorized to include in the bid an amount necessary to cover the permit fee applicable to this project. The executed agreement will be returned to the Contractor. The Contractor must adhere and comply with the terms and conditions of the Right of Entry Agreement and carry a copy of the agreement at all times while on the railroads' property.
- d. 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 as necessary.

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