



# Department of Transportation

## Office of Project Development

700 E Broadway Avenue

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

FAX: 605/773-6608

May 2, 2014

### ADDENDUM NO. 1

**RE: Item #6, May 7, 2014 Letting - 14 2097( ), PCN X02V, Pennington County - City Utilities**

#### 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 5/2/14.

Please remove the "Instructions for Bidders" and replace with the "Instructions for Bidders", dated 5/2/14.

Please add the "Special Provision for Pipe Bursting Installation Quality Incentive Allowance" before the "Supplemental Conditions 7S.

**BID ITEM FILE:** Bid Item 009E1010 "Incentive Pay" was removed

#### **PLANS: PEN AND INK CHANGE**

**Sheet 2:** On the ESTIMATE OF QUANTITIES please cross out Bid Item 009E1010 "Incentive Pay"

Sincerely,

Sam Weisgram  
Engineering Supervisor

SW/cj

CC: Todd Seaman, Rapid City Region Engineer  
Gary Engel, Rapid City Area Engineer

REV. 5/2/14

SPECIAL PROVISIONS

PROJECT NUMBER(S): 14 2097( ) PCN: X02V

TYPE OF WORK: CITY UTILITIES

COUNTY: PENNINGTON

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.

Penny Kutz is the official in charge of the Rapid City Career Center for Pennington County.

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

**Instructions for Bidders, dated 5/2/14.**

**Special Provision Regarding Combination Bids, dated 4/10/14.**

**Special Provision Regarding the City Portion for Subletting, dated 4/10/14.**

**Special Provision for Pipe Bursting Installation Quality Incentive Allowance.**

**Supplemental Conditions 7S**

**Submittals 01330**

**Record Documents 01780**

**Pipe Bursting System 02958**

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

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

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 1/15/04.

Special Provision For Implementation of Clean Air Act & Federal Water Pollution Control Act, dated 9/1/97.

Supplemental Specification for Errata, dated 3/3/10.

Supplemental Specification to Standard Specifications for Roads and Bridges, dated 3/3/10.

## INSTRUCTIONS FOR BIDDERS

### OMAHA STREET / WEST BOULEVARD INTERSECTION RECONSTRUCTION - UTILITIES CITY PROJECT NO. 14-2097 / CIP NO. 50955 – PCN X02V

May 2, 2014

- 1) A prospective bidder must request any explanation regarding the meaning or interpretation of the bidding package in adequate time to allow a Department reply to reach all prospective bidders before submission of final bid proposals. The bidder will contact the Department by submitting a request for explanation to the project Q&A forum.
- 2) This Utilities Project will be let and awarded by the South Dakota Department of Transportation.
- 3) Plans, Specifications for the work may be obtained at [www.sddot.com/pe/prodev/bidlet.asp](http://www.sddot.com/pe/prodev/bidlet.asp)
- 4) All bid bonds shall be made out to the Department of Transportation
- 5) The Contractor to whom the work is awarded will be required to give a Surety Bond to the City, executed by a reliable and accredited Surety authorized to do business in the State of South Dakota, acceptable to the Council, signed by and "Attorney in Fact" of residence in South Dakota, and in an amount equal to the total of the utilities contract as a guarantee of the full performance and completion of the contract and payment of all labor and all material bills.

A Warranty Bond, or other equivalent surety, in an amount equivalent to ten percent (10) of the total cost of the utilities project shall be provided to the City to secure the warranty for a period of two years prior to final payment.

- 6) Specifications to be followed under this contract are the City of Rapid City Standard Specifications for Public Works Construction (2007 Edition), as currently revised, and any Special Provisions, Special Conditions, and/or Detailed Specifications pertaining to this contract.
- 7) Method of payment under this contract will be as checked below:

(1) Partial Payments Project                    **XXXXX**  
(2) ~~Single Payment Project~~

- 8) Consideration of partial or full payments of materials on site within this contract will be as indicated and checked below:

(1) Yes - Payments will be considered                    **XXXXX**  
(2) ~~No - Payments will not be considered~~

- a. No payment on stockpiled materials as specified herein shall be made on fuel, hardware(bolts, plates, etc.), supplies, form lumber, false work, perishable materials, or on temporary structures of any kind which will not become an integral part of the finished construction nor on items when unit bid prices are obviously unbalanced as compared to the Engineer's estimated unit prices prepared prior to the letting.
- b. No payment shall be made on stockpiled material until it has been tested and approved for use. All material for which an allowance is requested shall be stored in an approved

manner in areas where damage from floodwaters is not likely to occur. If, at any time, stored materials are lost or become damaged by floods or in any other manner, the Contractor will be responsible for repair and replacement of such damaged materials. If payment has been made prior to such damage, the amount so allowed, or a proportionate part thereof, shall be deducted from the next partial payment and withheld until satisfactory repairs or replacements have been made.

- c. Progress payments for stockpiled materials will be made on the basis of the quantities determined by actual measurement as placed in storage in accordance with the stipulations in these specifications and percentages of Contract unit prices listed.
- 9) In compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the rehabilitation act of 1973, the age discrimination act of 1975, the Americans with disabilities act of 1990, and other nondiscrimination authorities it is the policy of

City of Rapid City  
300 Sixth Street  
Rapid City, SD 57701-5035

to provide benefits, services, and employment to all persons without regard to race, color, national origin, sex, disabilities/handicaps, age, or income status. No distinction is made among any persons in eligibility for the reception of benefits and services provided by or through the auspices of the City of Rapid City.

If you have any concerns regarding the provisions of services or employment on the basis of disability/handicap you may contact our ADA/Section 504 coordinator at telephone no. (605)394-4110.

- 10) The Contractor shall obtain all applicable permits associated with the project. Building Permit Fees, Drainage Basin Fees, and Inspection and Permit Fees (as covered under Section 13.04.100 for excavations, driveways and patching etc.) shall be borne by the owner. All other fees, taxes and costs shall be borne by the Contractor.
- 11) Department of Transportation procedures regarding letting and awarding of contracts shall be followed.
- 12) Bidders submitting a bid on this project shall also submit a bid on Project PH1902(65)0 PCN 03AZ, Pennington County. Award of these projects will be to the same bidder based on the total of the two projects.
- 13) After award of contract, the Contractor shall furnish satisfactory proof of coverage of insurance required. Copies of Certificates of Insurance shall be furnished to the Department of Transportation AND City of Rapid City.
- 14) The contract completion date for this project will be the same as specified of Project PH1902(65)0 PCN 03AZ, Pennington County. Any delays in completing this contract will not be a basis for an extension of the contract completion time for PCN 03AZ, Pennington County.
- 15) Payment for this Utilities project will be made to the Contractor by the City of Rapid City.
- 16) Construction engineering for this contract will be performed by the City of Rapid City.

**SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISIONS FOR PIPE BURSTING  
INSTALLATION QUALITY INCENTIVE ALLOWANCE**

**OMAHA STREET / WEST BOULEVARD INTERSECTION RECONSTRUCTION - UTILITIES  
CITY PROJECT NO. 14-2097 / CIP NO. 50955 – PCN X02V**

PIPE BURSTING INSTALLATION QUALITY INCENTIVE ALLOWANCE

- 1) All contractors submitting a bid on this project shall be aware that “Incentive Pay” has been established for this contract. The maximum incentive amount is \$25,000.00. Determination and payment of the final incentive amount will be based on the post-construction evaluation of the length of ponded water for the worst case sag remaining in the pipe-burst portion of the project (see table provided below under item 6). Pre-construction condition of sanitary sewer main does not have any bearing on the evaluation of the constructed sanitary sewer main.
- 2) Due to the high volume of traffic in the Omaha Street-West Boulevard intersection, no pre-burst open cut sag removal has been outlined within this project. The contractor shall submit a pipe busting plan inclusive of details regarding the planned sag avoidance/removal methodology(s) and procedure(s). If the contractor proposes open cut methods for pre- or post-burst sag removal, the contractor is still eligible for full quality incentive payment; however, no additional compensation will be made for open cut sag repairs, including pavement removal and placement or materials, equipment or labor costs associated with open cut sag repairs. Costs associated with open-cut sag repairs are incidental to the utilities reconstruction project.
- 3) Sanitary sewer televising shall be completed by City Utility Maintenance. Contractor shall request CCTV in accordance with the Standard Specification. All video shall be collected in accordance with NASSCO standards and shall be recorded on DVD for review and archival.
- 4) Following completion of all sanitary sewer testing including leakage tests, pipe deflection test and manhole tests, required by Standard Specification, CCTV inspection shall be completed by City Utility Maintenance. Prior to City CCTV inspection, the Contractor shall, with appropriate meters and backflow preventers if City water is used, flush the sanitary sewer main with ONE pipe volume of clean water (approximately 1,800 gallons) immediately prior to CCTV activities. The Contractor is responsible for providing the water; the cost of the water is incidental to the project. No separate payment for water used in flushing of the sanitary sewer main will be made.
- 5) Direct sag depth and length measurements will be made with this project. Utility Maintenance has developed a piece of equipment that is mounted to the CCTV camera that will allow accurate measurement of the depth of sag to within one-half inch; all depths shall be rounded up to the closest half inch. Sag start and end station and the maximum sag depth will be recorded for each sag encountered within the burst pipeline. The sag with the greatest depth will be utilized in the determination of the final incentive payment. The sag start and end recorded distances will be used only for inventory purposes.

- 6) The sag of greatest depth will be used to evaluate the quality of the pipe burst installation. Payment of the “Incentive Pay” will be in accordance with the table below:

DEPTH OF SAG (INCHES) (SAG OF GREATEST DEPTH)	AMOUNT OF INCENTIVE TO BE PAID
1/2"	\$25,000.00
1"	\$18,750.00
1-1/2"	\$12,500.00
2"	\$6,250.00
>=2-1/2"	\$0.00

- 7) Deductions in incentive pay to reflect the table above will be incorporated into the final reconciliation change order for the project.