

March 15, 2024

ADDENDUM NO. 1

RE: Item #2, March 20, 2024 Letting - 2024 01(), PCN X05T, Beadle County - Water Main Replacement, Associated Service Lines & Sanitary Sewer Spot Repairs; Downtown Streetscape Improvements and South End Tree Replacement

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: PEN AND INK CHANGE the FIELD WORK COMPLETION from AUGUST 1, 2025 to OCTOBER 3, 2025 on the NOTICE TO CONTRACTORS.

Please remove the Index of Special Provisions and replace with attached Index of Special Provisions revised 3/14/24.

Please remove the "Special Provision for Contract Time", dated 2/22/24 and replace with the "Special Provision for Contract Time", dated 3/15/24.

Please remove the "Instructions to Bidders", dated 2/7/24 and replace with the "Instructions to Bidders", dated 3/14/24.

ARPA Requirements 7) a) was revised.

SDEBS BID PROPOSAL: NO CHANGE

PLANS: PEN AND INK CHANGES

Sheet B-1.00 PDF sheet 2: PEN AND INK CHANGE for Bid Item 451E0660 "10" PVC Restrained Joint Water Main" MEASUREMENT & PAYMENTS to:

Measurement & Payment: per unit length of **Certa-Lok C900 DR18 Restrained Joint PVC** water main pipe installed for the respective diameter and material, measured to center of fittings. **Include:** price to excavate for, bed, install and backfill new water main pipe. Include price for pipe, restrainer devices, tracer wire and other appurtenances necessary to construct water main.

Sheet D-1.00 PDF sheet 8: SPECIFICATIONS TO BE USED

Section 300 City of Huron Supplemental Standard Specifications for Water Main Construction – 2.5 Fire Traffic Hydrants

<https://www.huronsd.gov/161/Engineering-Traffic>

1. Replace paragraph 3 with the following (updates red):

The bronze seat shall be threaded into mating threads of bronze for easy field repair. The draining system of the hydrant shall be bronze and be positively activated by the main operating rod. All 2 ½” nozzle threads shall be National Standard threads (Waterous TP7532) and 4” pumper nozzle threads shall be Huron thread. Huron thread is 8 threads per inch or equal to Waterous TP80430. Internal travel stop nut shall be bronze or zinc plated steel. Hydrant operating threads to be factory lubricated and sealed from the waterway with o-rings. Operating nuts shall be pentagon shaped and measure 1 1/2 inches point to flat.

2. Replace paragraph 4 with the following (updates in red):

Hydrants shall have a 6-inch mechanical joint inlet, and the barrel shall be sized for a trench depth of 6 feet. Hydrants shall have two 2 1/2-inch hose nozzles and one 4-inch pumper nozzle, all located on the same horizontal plane. The centerline of the nozzles shall be a minimum of 18 inches above the ground line groove. Nozzle cap nuts shall be the same dimension and shape as the operating nuts described above, and the nozzle caps shall be furnished with security chains. The section of the hydrant above ground shall be painted highway yellow. Hydrants shall be capable of being extended in 6-inch increments and shall be equipped with traffic features that include a breakaway flange and stem with a shaft coupling.

Sincerely,

Sam Weisgram
Engineering Supervisor

SW/cj

CC: Mark Peterson, Aberdeen Region Engineer
Brad Letcher, Huron Area Engineer

REV. 3/14/24

INDEX OF SPECIAL PROVISIONS

PROJECT NUMBER(S): 2024 01()

PCN: X05T

TYPE OF WORK: WATER MAIN REPLACEMENT, ASSOCIATED SERVICE LINES & SANITARY SEWER SPOT REPAIRS; DOWNTOWN STREETSCAPE IMPROVEMENTS AND SOUTH END TREE REPLACEMENT

COUNTY: BEADLE

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.

Robin Wallum is the official in charge of the Huron Career Center for Beadle County.

THE FOLLOWING ITEMS ARE INCLUDED IN THIS PROPOSAL FORM:

Special Provision for Contract Time, dated 3/15/24.

Special Provision Regarding Combination Bids, dated 2/7/24.

Special Provision Regarding the City Portion for Subletting, dated 2/7/24.

Instructions for Bidders, dated 3/14/24.

American Rescue Plan Act (ARPA) DBE forms.

031000 Concrete Forming and Accessories

032000 Concrete Reinforcing

033053 Miscellaneous Cast - in - Place Concrete

042000 Unit Masonry

047200 Cast Stone Masonry

101423 Panel Signage

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**

**SPECIAL PROVISION FOR
CONTRACT TIME**

**PROJECT 2024 01(), PCN X05T
BEADLE COUNTY**

MARCH 13, 2024

Field Work Completion

The Contractor will complete the project by the October 3, 2025 field work completion date.

November 15, 2024 Interim Completion Requirement

The Contractor will complete all work including sidewalks and streetscape, from Sta. 25+50 to Sta. 44+00 on the project by the November 15, 2024 interim completion date.

The Contractor may complete Phase 1 (Sta. 44+00 to Sta. 58+84) or Phase 3 (Sta. 9+42 to Sta. 25+50) in 2024 or 2025. If the Contractor begins work on Phase 1 (Sta. 44+00 to Sta. 58+84) or Phase 3 (Sta. 9+42 to Sta. 25+50) in 2024, the Contractor will complete all work in the Phase by the November 15, 2024 interim completion date. If the Contractor does not complete all work in the Phase by the interim completion date, the Contractor meet the hard surface requirement below.

If the Contractor does not complete the work by the interim completion requirement, the Department will make a disincentive assessment in the amount of \$500 per working day. A contract item for incentive/disincentive pay is included in the bid schedule for the Department's use in assessing disincentive. The Department will use a negative quantity of days for assessing disincentives. The Department will count working days in accordance with Section 8.6 C.

Hard Surface Requirement

If the Contractor begins work in Phase 3, the Contractor will provide a hard surface by the November 15, 2024 interim completion date in any portion of Phase 3 where the existing surfacing is disturbed in 2024.

This requirement may include the Contractor placing temporary hard surfacing over any uncompleted portion including, but not limited to, driving lanes, driveways, and sidewalks to tie partially completed work with the existing pavement.

The Department will define hard surfacing as new permanent surfacing, existing permanent surfacing, temporary surfacing, and any combination of new permanent surfacing, existing permanent surfacing, and temporary surfacing. For the hard surfaced roadway requirement, the temporary surfacing must consist of granular material topped with either asphalt concrete or PCC pavement. The Department will provide the surfacing thickness requirements. The temporary surfacing must bring the temporary surface to the final grade elevation and provide proper drainage throughout the project leaving no bumps, dips, or vertical drop offs throughout the project.

The Department will not make payment for any temporary surfacing necessary to meet the hard surfacing requirements. In addition, the Department will not make payment for any permanent surfacing placed under conditions not meeting the specifications (the Department will also consider this temporary surfacing) necessary to meet the hard surfacing requirements. The Department will also not make payment for the removal of any surfacing or the reshaping of any subgrade/granular material necessary due to the Contractor's failure to meet the November 15, 2024 interim completion requirement.

The Contractor will apply pavement markings as required to safely accommodate traffic prior to opening all lanes of Dakota St. to unimpeded traffic. The Department will not make payment for any additional temporary pavement markings, or any additional traffic control required in the spring of 2025 due to the Contractor's failure to meet the November 15, 2024 interim completion date requirement.

The Contractor will provide maintenance of any temporary surfacing through the winter months. This may include temporary stabilization of all exposed soils, maintenance of traffic control devices, or other work as determined necessary to safely maintain the existing roadway.

The Contractor will not be responsible for snow removal. The Contractor will be responsible for any damage to traffic control items caused by snow removal operations after November 15, 2024 until the Department suspends the project for the winter of 2024/2025. Any damage to traffic control items caused by the Department's snow removal operations from the date the Department suspends the project for the winter of 2024/2025 until the Contractor resumes work in the spring of 2025 will be at the Department's expense.

Campbell Park 150 Calendar Day Count Requirement

The Contractor must complete all work within the limits of Campbell Park within 150 calendar days.

The Department will begin the calendar day count when the Contractor begins any work, including tree removal, within the limits of Campbell Park (Sta. 17+88 to Sta. 23+01) left

of centerline. The Department will continue to count calendar days until the Contractor completes all work within the limits of Campbell Park. The Department will count calendar days in accordance with Section 8.6 B.

If the Contractor does not complete the work within the calendar day completion requirement, the Contractor be responsible for all additional costs the Department incurs from the National Park Service due to the Contractor's failure to meet the Campbell Park 150 calendar day count requirement. The Department will not grant time extensions for the Campbell Park 150 calendar day count requirement for any reason.

Failure to Complete on Time

The Contractor will complete all work by the field work completion requirement. If the Contractor does not complete all work by the field work completion requirement, 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.

The Department will continue to assess block closure rental charges, in accordance with the block rental requirements portion of this provision, for all in place block closures until the Contractor completes all work subject to block rental.

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 grading project in Zone 5.

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 calendar day count or 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

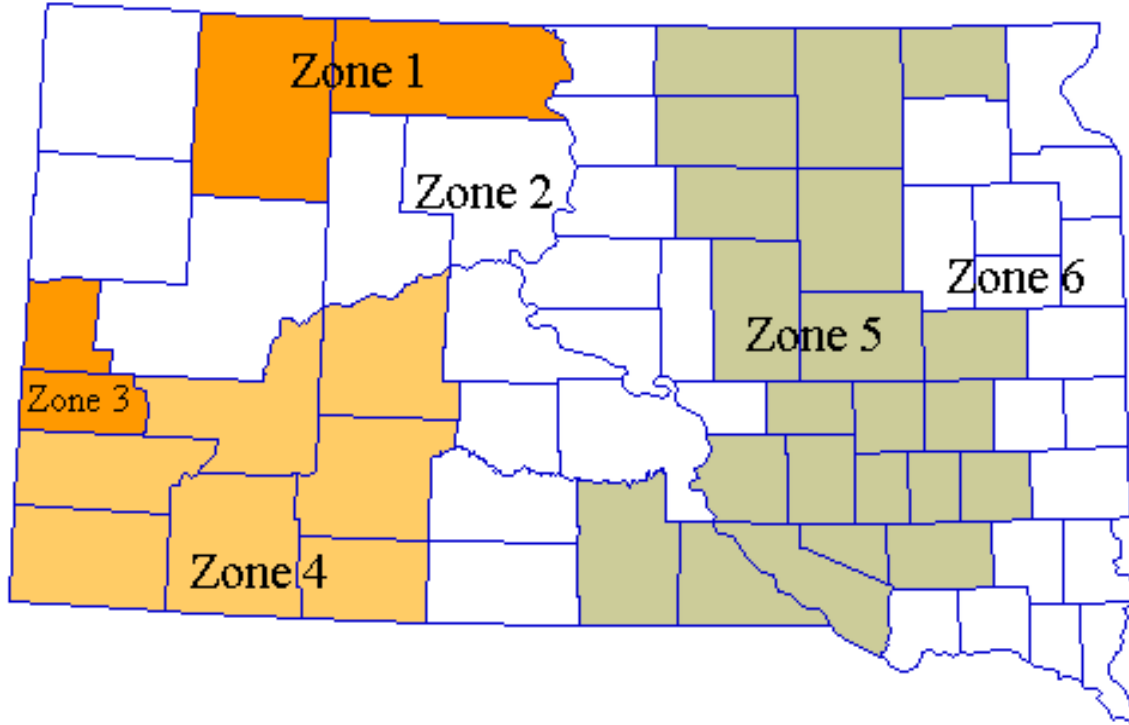


Table 1 - Expected Adverse Weather Days for South Dakota

	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.

**2024 01(), PCN X05T
WATER MAIN REPLACEMENT, ASSOCIATED SERVICE LINES & SANITARY SEWER
SPOT REPAIRS; DOWNTOWN STREETScape IMPROVEMENTS AND SOUTH END
TREE REPLACEMENT
SD HIGHWAY 37**

INSTRUCTIONS FOR BIDDERS

March 14, 2024

- 1) This Water Main Replacement, Associated Service Lines & Sanitary Sewer Spot Repairs; Downtown Streetscape Improvements and South End Tree Replacement Project will be let and awarded by the South Dakota Department of Transportation.
- 2) Department of Transportation procedures regarding letting and awarding of contracts shall be followed.
- 3) Bidders submitting a bid on this project shall also submit a bid for Project NH-CR 0037(158)126, PCN 06A2, Beadle County. Award of these projects will be to the same bidder based on the total of the two projects.
- 4) 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.
- 5) All bid bonds shall be made out to the Department of Transportation
- 6) The contract completion date for this project will be the same as specified of Project NH-CR 0037(158)126, PCN 06A2, Beadle County. Any delays in completing this contract will not be a basis for an extension of the contract completion time for PCN 06A2, Beadle County.

7) ARPA requirements

This project may be partially funded using American Rescue Plan Act (ARPA) funds. As a condition of the ARPA funding guidelines, the Contractor shall meet the following minimum requirements:

- a) Based on the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act (IIJA) and E.O. 14005 which provide that, as appropriate and to the extent consistent with law, a preference will be provided to Contractors for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products.) The Contractor shall provide documentation of their efforts to meet the provisions of “Build America, Buy America” upon request.

If costs are the same for both domestic and non-domestic materials, then preference should be given to domestic materials but “Build America, Buy America” is NOT required.

- b) The Contractor shall make a good faith effort to utilize Disadvantaged Business Enterprises (DBE) and/or Minority Business Enterprises (MBE) and shall provide documentation of the effort to solicit bids from qualified entities upon request.
- c) Compliance with the Davis-Bacon Act

- a. For projects exceeding \$10 million all transactions regarding this agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor; and
- c. Contractors are required to pay wages not less than once a week.

A copy of the ARPA funding guidance that outlines the requirements associated with projects that utilize this funding can be found at the following link: <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds/>

The low responsive bidder must assure compliance with the requirements of Public Law 115-232 Section 889, Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Contractors must assure that telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) WILL NOT be supplied for the project.

Inquiries relative to these documents can be directed to Abbey Larson (605-394-5318), Water and Waste Funding Program, Dept. of Agriculture & Natural Resources, Foss Building, Pierre, SD.

- 8) After award of contract, the Contractor shall furnish satisfactory proof of coverage of insurance. Copies of Certificates of Insurance shall be furnished to the Department of Transportation AND City of Huron. The Contractor will be required to provide a performance bond in a sum equal to the total amount of the contract, in a form acceptable to the City. The performance bond shall remain in effect for a period of one year after the City considers the contract to be completed and accepted.
- 9) The contractor is required to schedule and conduct a preconstruction meeting that shall be held jointly with the preconstruction meeting for the state contract. Additionally, the contractor is responsible for contacting the city for a list of required submittals upon receiving Notice of Award of the contract.
- 10) Construction engineering for this contract will be performed by the City of Huron.
- 11) Payment for this Utilities project will be made to the Contractor by the City of Huron.

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