



Planning & Engineering  
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March 19, 2024

**ADDENDUM NO. 2**

**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:** Please remove the Index of Special Provisions and replace with attached Index of Special Provisions revised 3/18/24.

Please remove the "Special Provision for Contract Time", dated 3/15/24 and replace with the "Special Provision for Contract Time", dated 3/18/24.

"2<sup>nd</sup> Street N/SD37 Intersection Underground Utility Work 14 Calendar Day Completion Requirement" section was added

**SDEBS BID PROPOSAL:** NO CHANGE

**PLANS:** NO CHANGE

Sincerely,

Sam Weisgram  
Engineering Supervisor

SW/cj

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

REV. 3/18/24

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 3/18/24.**

**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 18, 2024**

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**Field Work Completion**

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

**2<sup>nd</sup> St N/SD 37 Intersection Underground Utility Work 14 Calendar Day Completion Requirement**

The Contractor may utilize the Railroad Closure Detour as detailed in Section C of the plans while completing the underground utility work at the 2<sup>nd</sup> St N/SD37 Intersection for a maximum of 14 calendar days.

The Contractor will not close the 2<sup>nd</sup> St N/SD 37 intersection at the same time the railroad crossing is closed to SD 37 through traffic.

The Department will begin the calendar day count when the Contractor closes the intersection to through traffic using the detour. The Department will continue to count calendar days until the Contractor completes the work required to restore through traffic to the intersection and traffic is no longer using the detour. 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 Department will make a disincentive assessment in the amount of \$5,000 per calendar 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.

## **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.

\* \* \* \* \*

# ATTACHMENT 1

Figure A - Expected Adverse Weather Days for South Dakota

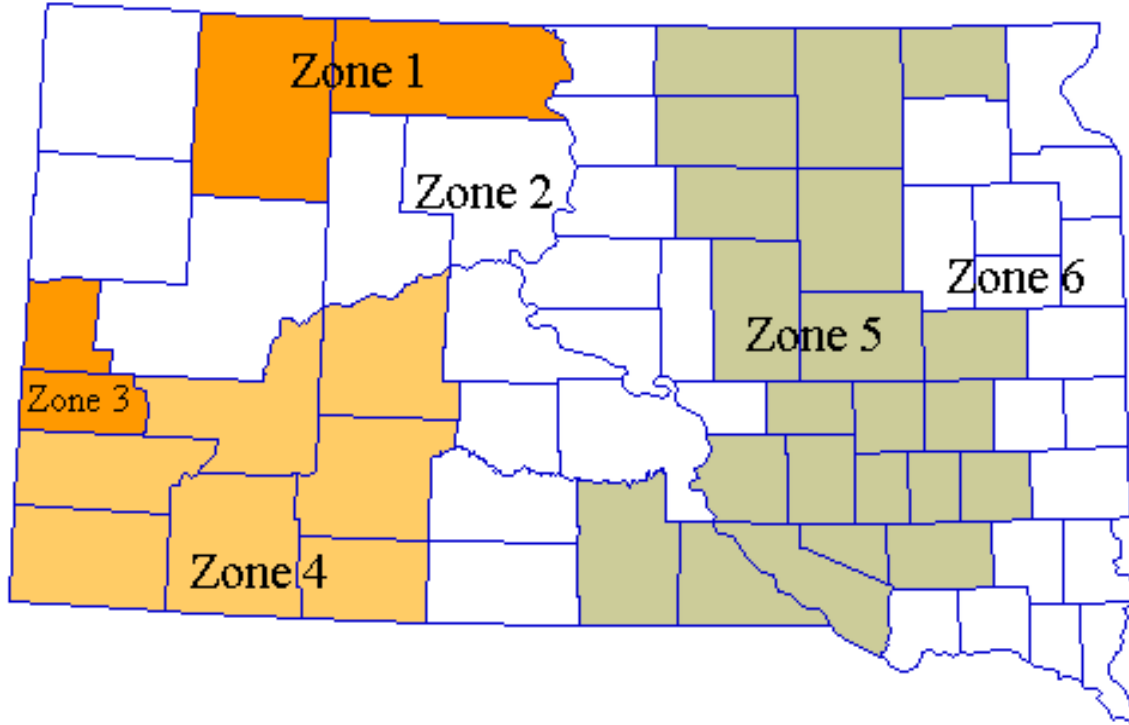


Table 1 - Expected Adverse Weather Days for South Dakota

	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.