



Department of Transportation

Division of Operations

700 E Broadway Avenue

Pierre, South Dakota 57501-2586 605/773-3704 (maint)

FAX: 605/773-6600

605/773-3571 (const)

October 16, 2019

Mr. Greg Fuller
Director of Operations
South Dakota Department of Transportation
Pierre, SD 57501

Re: 11/20/19 Supplemental Specifications and Supplemental Specifications for Errata to Division I of the 2015 Standard Specifications for Roads and Bridges

Dear Mr. Fuller:

It is requested the subject items be reviewed for approval at the October 24, 2019 Transportation Commission Meeting. The proposed 11/20/19 version of the Supplemental Specifications to Division I of the 2015 Standard Specifications for Roads and Bridges and the Supplemental Specifications for Errata to Division I of the 2015 Standard Specifications for Roads and Bridges are attached.

Sincerely,

Ryan K. Johnson
Specifications Engineer

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SUPPLEMENTAL SPECIFICATIONS TO
2015 STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES**

NOVEMBER 20, 2019

All items included in this Supplemental Specification will govern over the Supplemental Specifications for Errata.

MAKE THE FOLLOWING CHANGES TO THE INDICATED SECTIONS:

Section 5.16 – Page 38 – Delete this section and replace with the following:

5.16 ACCEPTANCE OF FIELD WORK - When the contract work, including authorized modifications and final cleanup has been completed, the Area Engineer or designee will, within 14 calendar days, make a final inspection of the work. When provided in the contract, the Area Engineer or designee may make inspections following completion of portions of the contract. If the work is found to conform to the requirements of the contract, the Area Engineer or designee will issue written notification to the Contractor of Acceptance of Field Work. Such notice is not to be construed as an acceptance by the Area Engineer or designee of previously noted defective or unauthorized work, or of defective or unauthorized work subsequently identified prior to Final Acceptance in accordance with Section 9.9.

If the work fails to conform with the requirements of the contract, the Engineer will provide the Contractor with a written statement of the features to be corrected. The Contractor will make the corrections, at no additional cost to the Department. If the Engineer determines the work conforms to the requirements of the contract, the Area Engineer or designee will issue written notification to the Contractor of Acceptance of Field Work.

Following the Acceptance of Field Work, but prior to Final Acceptance as described in Section 9.9, the Contractor will correct any additional defective or unauthorized work identified by the Engineer. The Contractor will perform the corrective work at no additional cost to the Department. Final Acceptance in accordance with Section 9.9 will not be made until the Contractor has completed all corrective work and the Engineer determines all contract requirements have been met.

Section 7.17 – Page 51 – Delete the 2nd paragraph and replace with the following:

Following the Acceptance of Field Work, but prior to Final Acceptance as described in Section 9.9, the Contractor will be responsible for injury or damage to work resulting from any act, omission, neglect, or misconduct in the Contractor's manner or method of executing the work, at no additional cost to the Department.

Section 8.8 A – Page 66 – Delete TABLE A and replace with the following:

**SCHEDULE OF LIQUIDATED DAMAGES
TABLE A**

Original Contract Amount		Amount of Liquidated Damages	
From More Than	To And Including	Per Calendar Day (Calendar Day Count Contracts)	Per Working Day (Working Day Count or Fixed Completion Date Contracts)
\$0	\$50,000	\$325.00	\$450.00
\$50,000	\$100,000	\$425.00	\$600.00
\$100,000	\$500,000	\$575.00	\$800.00
\$500,000	\$1,000,000	\$800.00	\$1100.00
\$1,000,000	\$2,000,000	\$950.00	\$1350.00
\$2,000,000	\$4,000,000	\$1150.00	\$1600.00
\$4,000,000	\$6,000,000	\$1300.00	\$1800.00
\$6,000,000	\$8,000,000	\$1450.00	\$2000.00
\$8,000,000	\$10,000,000	\$1600.00	\$2200.00
\$10,000,000	\$15,000,000	\$1700.00	\$2400.00
\$15,000,000	Over \$15,000,000	\$1850.00	\$2600.00

Section 8.8 B – Page 66 – Delete TABLE B and replace with the following:

**SCHEDULE OF LIQUIDATED DAMAGES
TABLE B**

Original Contract Amount		Amount of Liquidated Damages	
From More Than	To And Including	Per Calendar Day (Calendar Day Count Contracts)	Per Working Day (Working Day Count or Fixed Completion Date Contracts)
\$0	\$50,000	\$150.00	\$225.00
\$50,000	\$100,000	\$200.00	\$300.00
\$100,000	\$500,000	\$300.00	\$400.00
\$500,000	\$1,000,000	\$400.00	\$550.00
\$1,000,000	\$2,000,000	\$500.00	\$675.00
\$2,000,000	\$4,000,000	\$575.00	\$800.00
\$4,000,000	\$6,000,000	\$650.00	\$900.00
\$6,000,000	\$8,000,000	\$700.00	\$1000.00
\$8,000,000	\$10,000,000	\$800.00	\$1100.00
\$10,000,000	\$15,000,000	\$850.00	\$1200.00
\$15,000,000	Over \$15,000,000	\$925.00	\$1300.00

Section 9.9 – Page 82 – Delete the last sentence of the 3rd paragraph and replace with the following:

Interest will accrue at a rate of 6.50% per annum for the time period after the noted 120 calendar days until final payment is made.

* * * * *

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SUPPLEMENTAL SPECIFICATIONS FOR
ERRATA**

TO 2015 STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES

NOVEMBER 20, 2019

MAKE THE FOLLOWING CHANGES TO THE INDICATED SECTIONS:

Section 1.5 – Page 3 – Delete the definition of contract on page 4 and replace with the following:

CONTRACT - The written agreement between the Department and the Contractor setting forth the obligations of the parties for the performance of the prescribed work.

The contract includes the following:

addenda, bidding package, bid proposal, bid proposal guaranty, bid schedule, contract form, change orders, contract items (pay items), contract performance bond, contract time, contract unit prices, notice to contractors, notice to proceed, plans (general and detailed), final project question and answer (Q&A) forum, proposal forms, standard specifications, supplemental specifications, special provisions, working drawings, written orders, and agreements required to complete construction of the work, including authorized extensions of time, all of which constitute one instrument.

* * * * *