



**ADDENDUM NO. 2**  
**November 1, 2019**

North Breakwater Stabilization  
Cedar Shore Marina  
Lyman County, South Dakota  
GFP Project No. Ceda17Sa

Bid Opening Date: November 5, 2019, 3:00 PM CT

Owner: State of South Dakota  
Department of Game, Fish and Parks  
2nd Floor, Foss Building, 523 East Capitol  
Pierre, South Dakota 57501-3182

Scope of this Addendum:

The following becomes a part of the original plans and specifications, taking precedence over the items that may conflict. The bidder shall note receipt and make acknowledgment of the addendum on his bid form, incorporating its provisions in his bid.

- Item No. 1: Reference Plan Sheet No. 2 of 22, Bid Item 3, Traffic Control Signs. The correct Quantity is 20. Replace Plan Sheet No. 2 of 22 with the attached Plan Sheet.
- Item No. 2: Reference attached Revised Bid Form and Revised Modification to Bid Form. Bidders are to use these revised forms when submitting a bid for this project.

November 1, 2019

   
\_\_\_\_\_  
Ryan Tobin, P.E.  
Engineering Supervisor

Cedar Shores , South Dakota North Shore Stabilization			
Item	Description	Quantity	Units
1	Mobilization	1	Ls
2	Orange Safety Fence	1,780	Ft
3	Traffic Control Signs	20 <del>200</del>	Sf
4	Type 3 Barricade 8' single sided	6	Ea
5	Remove Active Waterline	400	Ft
6	Remove and Reset Luminaire Pole	3	Ea
7	Remove Luminaire footing	3	Ea
8	Remove Asphalt Concrete Pavement	2,423	Sy
9	Saw Cut Asphalt	472	Ft
10	Salvage & Place Riprap	500	Tn
11	Remove & Place Parking Blocks	37	Ea
12	Unclassified Excavation	16,831	Cy
13	Frost Free Yard Hydrant F&I	1	Ea
14	2" Curb Stop with Box	1	Ea
15	2" Waterline F&I	475	Ft
16	Class B Riprap F&I	1,733	Tn
17	Contractor Furnished Topsoil	600	Cy
18	Electrical F&I	1	Ls
19	Type 3 Electrical Junction Box	2	Ea
20	Pavement Marking 4" Yellow	7,600	Ft
21	Geotextile Fabric	3,263	Sy
22	Erosion Control	1	Ls
23	Fertilizing	522	Lb
24	Fiber Reinforced Matrix	3,900	Lb
25	Floating Silt Curtain	490	Ft
26	Low Flow Silt Fence	460	Ft
27	Mulching	2	Tn
28	Remove Silt Fence	400	Ft
29	Seeding Special Mix	175	Lb
30	Triangular Silt Barrier	480	Ft

**SPECIFICATIONS**

Standard Specifications for Roads And Bridges, South Dakota Department of Transportation, 2015 Edition, Supplemental Specifications and/or Special Provisions shall apply for all construction and materials details with the exception of Method of Payment and Basis of Payment. Plans, notes and/or details shall supersede all General Provisions of the Standard Specifications.

**SCOPE OF WORK**

Work covered under this contract, but is not limited to:

- Salvage earthen and riprap material that has sloughed into the northern portion of the marina. Unclassified excavation will establish 3:1 slope from the lower elevation of the marina to 1365 elevation. From the 1365 to

project limit the project will establish 5:1 or less slope. The west and east sides of the project will match the existing slopes. A portion of the asphalt parking lot will be removed.

- Place salvaged riprap and place new riprap.
- The contractor is responsible for disposing of excess material off-site.
- Remove and reset luminaires.
- Remove existing and abandoned water lines.
- Install new water line and yard hydrant.
- Repair damages to the parking lot (if needed).
- Erosion Control.

**GENERAL NOTES**

The Contractor shall take care not to damage existing vegetation and trees in the Park. No trees shall be removed unless such removal has been authorized by the Project Engineer.

Due to work area constraints, some handwork and miscellaneous small equipment may be necessary to accomplish the work. The contractor shall take this into consideration when bidding this project.

The Contractor is advised to visit the site prior to bid preparation to ascertain the amount of work involved.

**AQUATIC INVASIVE SPECIES PREVENTION GUIDELINES FOR CONTRACTORS AND CONSTRUCTION EQUIPMENT**

Aquatic Invasive Species (AIS) are a significant threat to the biodiversity and ecological health of the aquatic resources of South Dakota. These species have the potential to dramatically alter the ecology of a lake or river, impose substantial economic costs to maintain water infrastructure and decrease the recreational value and use of a waterbody. While South Dakota has largely remained free of AIS, the recent discovery of a Zebra Mussel infestation highlights the need to prevent the introduction of AIS that may impact the aquatic resources of the state.

A major vector for the movement of AIS into the state is the interstate transport of construction equipment. Some areas of the United States, especially the Great Lakes Region, have established AIS populations that currently do not exist or exist in limited areas of South Dakota. It is essential that the following guidelines are followed to prevent these species from establishing throughout South Dakota.

Any boat, barge or floating structure must be transported with all drain plugs, valves, bailers or similar devices removed or open when not being launched or loaded. (SD Administrative Rule 41:10:04:03). When possible, any equipment that will be used in or on a water body should be allowed to dry for at least seven days prior to launching in a South Dakota waterbody.

Any boat, barge or floating structure or equipment that has significant dried organic matter or mud on the exterior surfaces should be power washed prior to launching in a South Dakota waterbody.

Any boat, barge or floating structure or equipment that has been used in the Great Lakes watershed or in a waterbody known to be infested with zebra or quagga mussels within the past 30 days shall be inspected for the presence of AIS prior to use. All interior compartments or storage holds should be free of standing water.

Any boat, barge or floating structure or equipment that has been used in the Great Lakes watershed or in a waterbody known to be infested with zebra or quagga mussels within the past 7 days shall be decontaminated with a hot-water power wash, or shall be allowed to completely dry. In addition, all boats, barges, floating structures and equipment shall be inspected for the presence of AIS by a SDGFP representative prior to use within South Dakota. All interior compartments or storage holds should be free of standing water.

Additional information on construction equipment cleaning and decontamination techniques can be found at: <http://www.usbr.gov/mussels/prevention/docs/EquipmentInspectionandCleaningManual2010.pdf>

**COMPLETION DATE**

The work shall be commenced within ten (10) consecutive calendar days after the date of issuance of the Notice to Proceed by the Owner. Subject to adjustments of the contract time as provided in the contract documents, all reclamation, excavation, placement of salvage and new riprap to the elevation 1367 shall be substantially complete by **December 30, 2019**. All remaining work shall be completed by **May 15, 2020**. The contractor shall block out the following fishing tournament dates during construction:

Beginning 12:00 PM Friday, April 24 through Saturday April 25, 2019.  
Thursday, April 30 through Friday May 1, 2019.

Should the Contractor fail to substantially complete the work within the time set forth herein, or within such extra time as may have been allowed by increases in the contract, or by formally approved extensions granted by the Owner, the Contractor and the Contractor's surety shall be liable for and shall pay the Owner **\$650.00** per calendar day as liquidated damages for each calendar day of delay for work not substantially completed by December 31, 2019 and **\$650.00** per calendar day as liquidated damages for each calendar day of delay for remaining work not completed by May 15, 2020 until the work is substantially complete.



Prepared by:



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EOE

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 Foss Building  
 523 E. Capitol Ave.  
 Pierre, South Dakota 57501-3182  
 Phone: (605) 773 - 6082

Department of Game, Fish & Parks

SOUTH DAKOTA  
 DEPARTMENT OF GAME, FISH & PARKS

PROJECT NUMBER: Cedar 175a  
 DRAWN BY: WDL  
 CHECKED BY: SLW  
 DATE: 10/14/2019

THE PLAN NOTES  
 CEDAR SHORES MARINA  
 OACOMA, SOUTH DAKOTA

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 OF  
 22

## REVISED BID FORM

**North Breakwater Stabilization  
Cedar Shore Marina  
Lyman County, South Dakota  
GFP Project No. Ceda17Sa**

Date: \_\_\_\_\_

**To:** SD Game, Fish & Parks Engineering Supervisor  
Joe Foss Building, 523 East Capitol, Pierre, South Dakota 57501  
Phone: 605-773-6082 Fax: 605-773-6245

The undersigned, being familiar with the local conditions affecting the work, and with the Contract Documents, including the Invitation to Bid, Instructions to Bidders, Bid Form, Explanation of Alternates, Modification to Bid Form, Bid Bond Form, Performance and Payment Bond, Acknowledgment of Surety, Sample Certification of Surety, Non-Resident Bidder Affidavit, Form of Agreement for Construction, General Conditions, Special Conditions, Technical Specifications, Plans and Addenda which govern the purchase of material and labor and the awarding of contracts hereby proposes to do all the work and provide all the material and equipment which pertains to North Breakwater Stabilization, Cedar Shore Marina, Lyman County, South Dakota, GFP Project No. Ceda17Sa.

**North Breakwater Stabilization, Cedar Shore Marina, GFP Project No. Ceda17Sa**

<b>Item No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Est. Units</b>	<b>Unit Price</b>	<b>Extended Amount</b>
1	Mobilization	1	LS	\$	\$
2	Orange Safety Fence	1,780	FT	\$	\$
3	Traffic Control Signs	20	SF	\$	\$
4	Type 3 Barricade 8' single sided	6	Each	\$	\$
5	Remove Active Waterline	400	FT	\$	\$
6	Remove and Reset Luminaire Pole	3	Each	\$	\$
7	Remove Luminaire footing	3	Each	\$	\$
8	Remove Asphalt Concrete Pavement	2,423	SY	\$	\$
9	Saw Cut Asphalt	472	FT	\$	\$
10	Salvage and Place Riprap	500	Ton	\$	\$
11	Remove & Place Parking Blocks	37	Each	\$	\$

12	Unclassified Excavation	16,831	CY	\$	\$
13	Frost-Free Yard Hydrant Furnished and Installed	1	Each	\$	\$
14	2" Curb Stop with Box	1	Each	\$	\$
15	2" Waterline , Furnished and Installed	475	FT	\$	\$
16	Class B Riprap , Furnished and Installed	1,733	TN	\$	\$
17	Contractor Furnished Topsoil	600	CY	\$	\$
18	Electrical Furnished and Installed	1	LS	\$	\$
19	Type 3 Electrical Junction Box	2	Each	\$	\$
20	Pavement Marking 4" Yellow	7,600	FT	\$	\$
21	Geotextile Fabric	3,263	SY	\$	\$
22	Erosion Control	1	LS	\$	\$
23	Fertilizing	522	LB	\$	\$
24	Fiber Reinforced Matrix	3,900	LB	\$	\$
25	Floating Silt Curtain	490	FT	\$	\$
26	Low Flow Silt Fence	460	FT	\$	\$
27	Mulching	2	Ton	\$	\$
28	Remove Silt Fence	400	FT	\$	\$
29	Seeding Special Mix	175	LB	\$	\$
30	Triangular Silt Barrier	480	FT	\$	\$
<b>TOTAL BASE BID</b>					\$

The above unit prices shall include all labor, materials, bailing, shoring removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with Article 14 of the General Conditions.

The Owner also reserves the unrestricted privilege to reject any unit prices for additions to or deductions from the scheduled amount of work as given in the Bid, if the same are considered excessive or unreasonable, or to accept by including the same in the contract as unit prices applicable in the event of addition to or deduction from the work to be performed under the contract, any or all such unit prices which may be considered fair or reasonable.

The above bid includes all applicable State and Municipal Sales and Use Taxes on materials, and State and Municipal Excise Taxes and all other State and Federal Taxes that would affect the amount of the bid. (See Instructions to Bidders-SD Sales and Use Tax Information for Public Contracts.)

In addition, any material furnished by the State for use in this project is subject to Use Tax and Excise Tax. The total taxable value of materials furnished by the State for this project is **\$0.00**.

*A Performance and Payment Bond as required by General Conditions will not be required on contracts which do not exceed Fifty Thousand Dollars (\$50,000). (See SDCL 5-21-1.1 as amended).*

*If discrepancies remain at the time of substantial completion, a value will be assigned to each of the discrepancies and two (2) times their estimated value will be retained from payment to the contractor until completed and accepted. (See SDCL 5-18-13 as amended).*

**Within ten (10) days after Contractor's receipt of the Agreement for Construction, the Contractor shall submit to the Game, Fish and Parks Engineering Section, the executed Agreement for Construction, Performance and Payment Bond, Certificates of Insurance and Affirmative Action Plan (if applicable).**

**The work shall be commenced within ten (10) consecutive calendar days after the date of issuance of the Notice to Proceed by the Owner. Subject to adjustments of the contract time as provided in the contract documents, all reclamation, excavation, placement of salvage and new riprap to the elevation 1367 shall be substantially complete by December 30, 2019. All remaining work shall be completed by May 15, 2020. The contractor shall block out the following fishing tournament dates during construction:**

**Beginning 12:00 PM Friday, April 24 through Saturday April 25, 2019.**

**Thursday, April 30 through Friday May 1, 2019.**

**Should the Contractor fail to substantially complete the work within the time set forth herein, or within such extra time as may have been allowed by increases in the contract, or by formally approved extensions granted by the Owner, the Contractor and the Contractor's surety shall be liable for and shall pay the Owner \$650.00 per calendar day as liquidated damages for each calendar day of delay for work not substantially completed by December 31, 2019 and \$650.00 per calendar day as liquidated damages for each calendar day of delay for remaining work not completed by May 15, 2020 until the work is substantially complete.**

The undersigned acknowledges receipt of the following addenda to the drawings and/or specifications (give number and date of each):

Addenda Nos. \_\_\_\_\_ dated \_\_\_\_\_ respectively.

The undersigned acknowledges that they have read and understand the Asbestos-Containing Materials Statement contained in the project manual.

Accompanying this proposal is a certified check, cashier's check or draft in the amount of 5% of the base bid and all add alternates, and drawn on a State or National Bank in the amount of \$ \_\_\_\_\_ or a 10% bid bond issued by a surety authorized to do business in the State of South Dakota, in the amount of \$ \_\_\_\_\_. (Not applicable if Bid is under \$50,000.)

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and to waive any irregularities. It is further understood by the Bidder that he may not withdraw his Bid within 30 days after the actual opening thereof.

In submitting this bid, bidder asserts it has reviewed all provisions of the General Conditions including the provision for assessment of liquidated delay damages found in Article 10 of the General Conditions. Bidder agrees that the damages anticipated by the Owner in the event of delay in completion of the project are uncertain in amount and difficult to prove; the amount stipulated in Article III of the Agreement for Construction is a reasonable amount in light of the anticipated loss and injury; and the Owner's actual damages in the event of delay would be impracticable or extremely difficult to fix. Bidder agrees to be bound by the liquidated damages set forth in Article III of the Agreement for Construction. Bidder further agrees that the liquidated amount stipulated in Article III of the Agreement for Construction is not a penalty.

BIDDER: _____ (Type Name of Firm)
BY: _____ (Signature of Firm's Representative)
_____ (Type Name and Title of Firm's Representative)
TELEPHONE NO. _____
FACSIMILE NO. _____
E-MAIL ADDRESS _____
BUSINESS ADDRESS _____
MAILING ADDRESS (if different) _____
STATE OF INCORPORATION _____

**REVISED MODIFICATION TO BID FORM**

**North Breakwater Stabilization  
Cedar Shore Marina  
Lyman County, South Dakota  
GFP Project No. Ceda17Sa**

Date: \_\_\_\_\_

**To:** SD Game Fish & Parks Engineering Supervisor  
Joe Foss Building, 523 East Capitol, Pierre, South Dakota 57501  
Phone: 605-773-6082 Fax: 605-773-6245  
Email Modifications: GFPBidMod@state.sd.us

Please make the following modifications to our bid on the referenced project. This modification is per the Instructions to Bidders Item #3 included in the original bid documents and modifies our sealed bid.

**Note to Bidder:** For unit price and base bid modifications, place an "X" in the appropriate Add/Deduct Box. No amount on this form should reveal your actual bid amount independent of your sealed bid.

**North Breakwater Stabilization, Cedar Shore Marina, GFP Project No. Ceda17Sa**

Item No.	Item Description	Unit	Qty.	Add "X"	Deduct "X"	Unit Price Modification	Extended Amount
1	Mobilization	1	LS			\$	\$
2	Orange Safety Fence	1,780	FT			\$	\$
3	Traffic Control Signs	20	SF			\$	\$
4	Type 3 Barricade 8' single sided	6	Each			\$	\$
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19	Type 3 Electrical Junction Box	2	Each			\$	\$	
20	Pavement Marking 4" Yellow	7,600	FT			\$	\$	
21	Geotextile Fabric	3,263	SY			\$	\$	
22	Erosion Control	1	LS			\$	\$	
23	Fertilizing	522	LB			\$	\$	
24	Fiber Reinforced Matrix	3,900	LB			\$	\$	
25	Floating Silt Curtain	490	FT			\$	\$	
26	Low Flow Silt Fence	460	FT			\$	\$	
27	Mulching	2	Ton			\$	\$	
28	Remove Silt Fence	400	FT			\$	\$	
29	Seeding Special Mix	175	LB			\$	\$	
30	Triangular Silt Barrier	480	FT			\$	\$	
<b>(CIRCLE ONE)</b>								
<b>BASE BID MODIFICATION TOTAL - ADD OR DEDUCT</b>								

The undersigned acknowledges receipt of the following addenda to the drawings and/or specifications (give number and date of each):

Addenda Nos. \_\_\_\_\_ dated \_\_\_\_\_ respectively.

In submitting this facsimile modification bid, it is understood that the right is reserved by the Owner to reject any and all bids and to waive any irregularities. It is further understood by the Bidder that he may not withdraw his Bid within 30 days after the actual opening thereof.



BIDDER: \_\_\_\_\_  
(Type Name of Firm)

BY: \_\_\_\_\_  
(Signature of Firm's Representative)

\_\_\_\_\_  
(Type Name and Title of Firm's Representative)

TELEPHONE NO. \_\_\_\_\_

FACSIMILE NO. \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_

MAILING ADDRESS (if different) \_\_\_\_\_

STATE OF INCORPORATION \_\_\_\_\_