

SEPTEMBER 16, 2020
REPLACEMENT OF BRIDGE NO. 03240 ROUTE 69 OVER MAD RIVER
FEDERAL AID PROJECT NO. 0069(115)
STATE PROJECT NO. 166-103
TOWN OF WOLCOTT

ADDENDUM NO. 1

This Addendum addresses changes to special provisions, including environmental permit approvals.

SPECIAL PROVISIONS
NEW SPECIAL PROVISIONS

The following Special Provision is hereby added to the Contract:

- NOTICE TO CONTRACTOR – DRAINAGE WORK NEAR FRONTIER POLE 2134

REVISED SPECIAL PROVISIONS

The following Special Provisions are hereby deleted in their entirety and replaced with the attached like-named Special Provisions:

- CONTRACT TIME AND LIQUIDATED DAMAGES
- NOTICE TO CONTRACTOR – GEOTECHNICAL REPORT
- SECTION 1.03 – AWARD AND EXECUTION OF CONTRACT
- SECTION 1.08 – PROSECUTION AND PROGRESS
- PERMITS AND/OR REQUIRED PROVISIONS

The Bid Proposal Form and Detailed Estimate Sheets are not affected by this Addendum.

There will be no change in the number of calendar days due to this Addendum.

The foregoing is hereby made a part of the contract.

**NOTICE TO CONTRACTOR – DRAINAGE WORK NEAR FRONTIER
POLE 2134**

Due to the close proximity of a proposed drainage structure and pipes, Pole #2134 needs to be supported by Frontier while excavation to install the new drainage structure and pipes is being performed. The Contractor shall coordinate the drainage work near Pole #2134 with Frontier prior to starting the associated excavation.

NOTICE TO CONTRACTOR – GEOTECHNICAL REPORT

Please be advised that during the design phase, a subsurface investigation was conducted at this site and a geotechnical report was prepared. The geotechnical report is provided with the contract documents on the State Contracting Portal. ■

CONTRACT TIME AND LIQUIDATED DAMAGES

In order to minimize the hazard, obstruction, inconvenience, and cost to the public, pollution of the environment, and detriment to area businesses, it is necessary to limit the time of construction work which interferes with traffic as specified in Article 1.08.04 of the Special Provisions.

There will be four assessments for liquidated damages and they will be addressed in the following manner:

1. For this contract, an assessment per day for liquidated damages, at a rate of Two Thousand Dollars (\$2,000.00) per day shall be applied to each calendar day the work runs in excess of the One Hundred Seventy-Two (172) allowed calendar days for the contract.

The Contractor will be allowed to close to traffic, Route 69 at Bridge No. 03240 and Hillside Drive and MacCormack Drive at their intersection with Route 69, three times to facilitate the specific milestones described below:

2. **Milestone No. 1 (Micropile Installation Weekend No. 1):** A closure to facilitate the installation of micropiles. If the Contractor fails to complete the requirements of Article 1.03.09, as accepted by the Engineer, by the **Milestone 1 Completion Date** specified in Article 1.08.03, the Contractor will be assessed a per hour liquidated damage charge of Two Thousand, Two Hundred Thirty Dollars (\$2,230.00) until the listed activities of Article 1.03.09 are complete and accepted by the Engineer. The maximum assessment of Milestone Liquidated Damages shall not be capped and shall be considered separate and independent from any Liquidated Damages assessed the Contractor for failure to complete the project on time as described above.
3. **Milestone No. 2 (Micropile Installation Weekend No. 2):** A closure to facilitate the installation of micropiles. If the Contractor fails to complete the requirements of Article 1.03.09, as accepted by the Engineer, by the **Milestone 2 Completion Date** specified in Article 1.08.03, the Contractor will be assessed a per hour liquidated damage charge of Two Thousand, Two Hundred Thirty Dollars (\$2,230.00) until the listed activities of Article 1.03.09 are complete and accepted by the Engineer. The maximum assessment of Milestone Liquidated Damages shall not be capped and shall be considered separate and independent from any Liquidated Damages assessed the Contractor for failure to complete the project on time as described above.
4. **Milestone No. 3 (Bridge Replacement):** A closure to replace the bridge. If the Contractor fails to complete the requirements of Article 1.03.09, as accepted by the Engineer, by the **Milestone 3 Completion Date** specified in Article 1.08.03, the Contractor will be assessed a per day liquidated damage charge of Thirty Thousand Dollars (\$30,000.00) until the listed activities of Article 1.03.09 are complete and accepted by the Engineer. The maximum assessment of Milestone Liquidated Damages shall not be capped and shall be considered

separate and independent from any Liquidated Damages assessed the Contractor for failure to complete the project on time as described above.

Milestone Incentive

If the Contractor completes the requirements of Article 1.03.09, as accepted by the Engineer, by the **Milestone 3 Incentive Completion Date** specified in Article 1.08.03, he shall receive a maximum Lump Sum payment of One Hundred Eighty Thousand Dollars (\$180,000.00). Thereafter the Lump Sum payment due the Contractor will be reduced by Eighteen Thousand Dollars (\$18,000.00) per day.

SECTION 1.03 – AWARD AND EXECUTION OF CONTRACT

Article 1.03.09 – Contractor Readiness Plan – Include the article:

For all projects that have a scheduled road closure or a critical phase in which Contract work must be completed by a Milestone Completion Date, the Contractor must develop and submit a Readiness Plan. Some elements of the work may require extra manpower, equipment and work shifts in order to complete the required activities detailed below on or before the specified Milestone Completion Date as specified in Article 1.08.03.

The Contractor shall develop and submit a Readiness Plan a minimum of thirty (30) days prior to the scheduled start of any detour or roadway closure, for the Department's review and comment. A minimum of ten (10) days prior to the scheduled detour or roadway closure date, the Contractor shall provide a confirmation report to the Engineer detailing how the Contractor has addressed all the Department's comments and pending items. Five (5) days prior to the scheduled start of the detour or closure, the Contractor shall meet with the Department to review any outstanding Readiness items and coordinate final details for the implementation of the road closure or detour.

The information in the Readiness Plan shall contain at least the following:

- a. Scheduled delivery dates for materials that are required to be on site prior to closure of the road
- b. A daily bar chart schedule in accordance with the requirements of 1.05.08 which details, at minimum, the activities listed below that must be completed by the **Milestone 1 Completion Date**. The activities are:
 - The closure of Route 69 at Bridge No. 03240 and implementation of the detour. **The closure timeframe begins.**
 - Installation of micropiles. The Contractor shall define the number of micropiles that are to be installed during the weekend closure.
 - The proof testing and approval of more than 1 micropile.
 - Patching of holes in roadway where micropiles have been installed.
 - The reopening of Route 69 at Bridge No. 03240 to one lane of traffic in each direction and 5 ft. shoulders on Route 69, exclusive of temporary alternating one-way traffic operations during the hours permitted by this Contract, that may be necessary to complete the project. **The closure timeframe ends.**
- c. A daily bar chart schedule in accordance with the requirements of 1.05.08 which details, at minimum, the activities listed below that must be completed by the **Milestone 2 Completion Date**. The activities are:
 - The closure of Route 69 at Bridge No. 03240 and implementation of the detour. **The closure timeframe begins.**

- Installation of the remaining number of micropiles (16 total).
 - The proof testing and approval of the remaining micropiles (16 total).
 - Patching of holes in roadway where micropiles have been installed.
 - The reopening of Route 69 at Bridge No. 03240 to one lane of traffic in each direction and 5 ft. shoulders on Route 69, exclusive of temporary alternating one-way traffic operations during the hours permitted by this Contract, that may be necessary to complete the project. **The closure timeframe ends.**
- d. A daily bar chart schedule in accordance with the requirements of 1.05.08 which details, at minimum, the activities listed below that must be completed by the **Milestone 3 Completion Date**. The activities are:
- The closure of Route 69, Hillside Drive and MacCormack Drive at Bridge No. 03240 and implementation of the detour. **The closure timeframe begins.**
 - As applicable, schedule of any utility work required to be performed during the road closure timeframe
 - Removal of existing bridge superstructure and portion of existing substructure as shown on the plans
 - Structure Excavation
 - Installation of precast concrete abutment stems
 - Placement and curing of concrete in stem shear keys and pile voids and casting of bearing pedestals
 - Construction of lower portions of cast-in-place wingwalls adjacent to the bridge
 - Installation of Prefabricated Bridge Units (PBUs)
 - Construction of upper portions of cast-in-place wingwalls and endblocks adjacent to the bridge
 - Installation of precast approach slabs
 - Placement and curing of concrete in deck and backwall closure pour locations
 - Placement and curing of concrete in approach slab closure pours and dowel pockets
 - Construction of remainder of cast-in-place wingwalls and endblocks and parapets on bridge
 - Installation of membrane waterproofing and all courses of bituminous concrete pavement on bridge and approach slabs
 - Paving of all courses of bituminous concrete pavement on approaches
 - Installation of bridge rail
 - Installation of approach guiderail and attachments to bridge
 - Installation of all line striping to delineate travel lanes and shoulders and stop bars
 - The reopening of Route 69, MacCormack Drive and Hillside Drive at Bridge No. 03240 to one lane of traffic in each direction and 5 ft. shoulders on Route 69, exclusive of temporary alternating one-way traffic operations during the hours permitted by this Contract, that may be necessary to complete the project. **The closure timeframe ends.**
- e. Detail of Required Resources
- i. Staffing and shift times
 - ii. Equipment (include contingency plan for equipment failure)



f. Maintenance and Protection of Traffic coordination

SECTION 1.08 – PROSECUTION AND PROGRESS

Article 1.08.03 – Prosecution of Work – Add the following:

A “MILESTONE” is herein defined as the completion of specific contract work (“activities”) on or before the scheduled “Milestone Completion Date” or “Milestone Incentive Completion Date”, as applicable.

Milestone Completion Dates

For Milestone 1 (Micropile Installation Weekend No. 1), a maximum of 58 consecutive hours is permitted for the closure of Route 69 and Bridge 03240 between April 30, 2021 and June 11, 2021. The closure shall be a weekend closure which is permitted from any Friday, 8:00 p.m. through Monday, 6:00 a.m. period between the above dates. The Contractor is required to complete the activities listed in Article 1.03.09 within the permitted closure timeframe. The scheduled road closure date shall be determined by the Contractor who shall notify the Engineer of the scheduled date not less than 14 days prior to the closure. The **Milestone 1 Completion Date** shall be the last date and time of the permitted closure period. A corresponding approximate 5 mile detour will service the traffic as detailed within the Contract.

For Milestone 2 (Micropile Installation Weekend No. 2), a maximum of 58 consecutive hours is permitted for the closure of Route 69 and Bridge 03240 between May 6, 2021 and June 18, 2021. The closure shall be a weekend closure which is permitted from any Friday, 8:00 p.m. through Monday, 6:00 a.m. period between the above dates and after the Milestone 1 Completion Date. The Contractor is required to complete the activities listed in Article 1.03.09 within the permitted closure timeframe. The scheduled road closure date shall be determined by the Contractor who shall notify the Engineer of the scheduled date not less than 14 days prior to the closure. The **Milestone 2 Completion Date** shall be the last date and time of the permitted closure period. A corresponding approximate 5 mile detour will service the traffic as detailed within the Contract.

For Milestone 3 (Bridge Replacement), a maximum of 60 consecutive days is permitted for the closure of Route 69 and Bridge 03240 beginning on June 28, 2021 and ending on the **Milestone 3 Completion Date of August 26, 2021**. The Contractor is required to complete the activities listed in Article 1.03.09 within the permitted closure timeframe. A corresponding approximate 5 mile detour will service the traffic as detailed within the Contract.

Incentive Completion Date

If the Contractor completes the requirements of Article 1.03.09 on the **Milestone 3 Incentive Completion Date of August 16, 2021**, he shall receive an incentive payment as specified in the Contract Time and Liquidated Damages.

Article 1.08.09 – Failure to Complete Work on Time – Add the following:

The **Milestone Completion Dates** and time have been established for the Contract under Article 1.08.03, and said Dates and time will not be adjusted thereafter for any reasons, cause or circumstance, regardless of fault on the part of any party, unless delays result from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. The Milestone Liquidated Damages determined for this project have been calculated as the daily or hourly cost, as applicable, to road users for delays beyond the Milestone Completion Date and time. Delays due to weather or seasonal conditions shall not be included in such unforeseeable causes (unless extraordinary and catastrophic such as a hurricane or declared state of emergency). Unforeseeable causes include, but are not limited to, natural catastrophes, acts of State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, or delays resulting from utility work by Utility Companies.

Separate from the above unforeseeable causes, the Contractor must anticipate that Project delays may occur and may arise from any one of various kinds of events and circumstances prior to or during the Contract period, including, but not limited to, the deletion of Contract work, the issuing of construction orders, the execution of supplemental agreements, the discovery of differing site conditions, the adding of extra work to the Contract, the emergence of right-of-way conflicts, problems with the obtaining or the terms of permits, action or inaction by persons or entities working on the project or by third parties, delays in the process of reviewing or approving shop drawings, expansion of the physical limits of the Project, the effects of weather conditions on Project activities, the occurrence of weekends or holidays, the suspension of any Project operation, or other events, forces or factors that affect highway construction work. Such events, forces or factors, and the Project delays, disruptions, inefficiencies or any other detrimental effects caused by them, are to be deemed to have been anticipated and contemplated by the parties in entering into this Contract, and **shall not extend or constitute cause for extending any Milestone Completion Date.**

Further, any and all costs or detrimental effects incurred by the Contractor in accelerating its work in an attempt to meet the Milestone Completion Date and time, regardless of the effects of any delay, disruption, inefficiency or other detrimental effect of the kinds of events, forces or factors referred to above, shall be solely the Contractor's responsibility, and may not be used as the basis for any claim by the Contractor for additional compensation. **The work shall be conducted in a manner and with sufficient materials, equipment and labor as are necessary to ensure completion of the listed activities of Article 1.03.09 on or before the Milestone Completion Date.**

If a catastrophic event (as defined above), acts of State in either its sovereign or contractual capacity or acts of another contractor in performance of a contract with the State directly and substantially delays or disrupts a portion of the Contract work as described in the bulleted tasks of Article 1.03.09, and if said effects and their claimed extent are supported by the Contractor's Critical Path Schedule, the Contractor and the Department shall agree on the number of calendar days by which to extend the pertinent Milestone Completion Date, and the adjusted Date will be used in calculating any related Milestone Liquidated Damages. If the Contractor and the

Department cannot agree on the appropriate adjustment of the pertinent Date, the Department will adjust the Date in accordance with the period of delay that the Department reasonably deems to have been caused solely by the catastrophic event, acts of State in either its sovereign or contractual capacity or acts of another contractor in performance of a contract with the State. The Contractor shall have no right whatsoever to contest such determination, except in the event that the Contractor establishes that the number of calendar days of delay recognized by the Department in this context was arbitrary and without any reasonable basis.

PERMITS AND/OR REQUIRED PROVISIONS:

The following Permits and/or and Required Provisions follow this page are hereby made part of this Contract.

- **PERMITS AND/OR PERMIT APPLICATIONS**

DEEP

Inland Wetland and Watercourses

Approved September 10, 2020

DEEP:

Flood Management Certification Individual

Approved September 8, 2020

U.S. Army Corps of Engineers:

Self Verification (GP-19)

Approved September 10, 2020

- **Construction Contracts - Required Contract Provisions (FHWA Funded Contracts)**