

**KANSAS DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION TO THE
STANDARD SPECIFICATIONS, EDITION 2007**

WORKING DAYS AND LIQUIDATED DAMAGES ON STATE-TIED COMBINATION BIDS

This special provision applies when KDOT has tied 2 or more projects thereby forming a combination bid under **subsection 102.5** and when this provision is included in the Bidding Proposal Form.

KDOT will assign the same number of working days and cleanup working days to each tied project. Treating the combination bid as one contract, KDOT will assess time concurrently. If the Engineer charges a working day or cleanup working day on one project, the Engineer will charge a working day or cleanup working day on any other tied project(s) even if the Contractor is not working on that project(s).

The Engineer will issue the Notice to Proceed on the same date for each tied project.

Unless a project special provision states otherwise, KDOT will calculate the amount of liquidated damages under **subsection 108.8** using the sum of the tied projects. To determine the Original Contract Amount Range under **TABLE 108-1**, KDOT will sum the contract amount of each tied project to obtain a total amount. KDOT will then match this total amount to the amount of daily liquidated damages in **TABLE 108-1**. The Engineer will deduct any liquidated damages owed from contract funds owed to the Contractor, applying the deduction to the project containing the highest contract amount. If these contract funds are insufficient, the Engineer will deduct the damages from the contract funds owed on the other tied project(s).

For each tied project, the Engineer will issue Notice of Acceptance of Contract once the Contractor meets **subsection 105.16**. However, the Engineer will not make final payment under **subsection 109.9** until after the Engineer has issued Notice of Acceptance of Contract for all the tied projects.

