

**KANSAS DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION TO THE
STANDARD SPECIFICATIONS, EDITION 2015**

SECTION 108

PROSECUTION AND PROGRESS

Page 100-65, delete subsection 108.2b. and replace with the following:

b. Project Progress Meeting. At least once a month, hold a Project progress meeting with the Engineer, Inspectors, and any other government owners (not KDOT) involved in the Project. Invite subcontractor personnel as well as other third parties which may affect the Contractor's progress. If necessary, hold Project progress meetings weekly or bi-weekly. These meetings allow the parties to discuss upcoming work, discuss anticipated problems, determine inspection requirements, review schedules, and review punch list items (see **subsection 104.21**) among other things. Notify the District Engineer if KDOT personnel are not attending Project progress meetings.

Page 100-68, delete subsections 108.5 c.(2) and (3) and replace with the following:

(2) Every Saturday on which the Contractor or a subcontractor chooses to work and is able to work on the CIOW (regardless of whether the Contractor or subcontractors perform work on the CIOW). Exceptions: Do not charge a working day or cleanup working day if the only work performed is for temporary erosion and sediment control maintenance or corrective actions from SWPPP Inspection. Do not charge a working day or cleanup day if the only work performed does not require inspection by the Engineer.

(3) Every Sunday or legal holiday on which the District Engineer allows the Contractor or a subcontractor to perform work requiring inspection (regardless of the type of work or the time spent working). Exceptions: Do not charge a working day or cleanup working day if the only work performed is for temporary erosion and sediment control maintenance or corrective actions from SWPPP Inspection. Do not charge a working day or cleanup day if the only work performed does not require inspection by the Engineer.

Page 100-68, subsection delete subsection 108.5d.(2) and replace with the following:

(2) States Delay Days. States delay days are days in which the Contractor or subcontractors cannot work on the CIOW because of a Contract Change or other act or omission for which KDOT, any LPA, or another government entity (not KDOT) is responsible. State's delay days include days on which the Contractor is awaiting a final punch list under **subsection 104.21** when the final punch list is the CIOW and the 5 business days allowed to prepare the final punch list has expired.

Page 100-68, subsection delete subsection 108.5d.(3) and replace with the following:

(3) Piling Delivery. The Engineer will not charge working days on days the Contractor or subcontractor awaits the arrival of permanent piling if:

- the contract requires test piles;
- the bridge Contractor or subcontractor ordered the permanent piling immediately after driving the test piles; **and**
- piling installation is the CIOW.

Page 100-70, subsection 108.8c.(2), change "10 business days" to "5 business days".

Page 100-72, subsection 108.8d., delete TABLE 108-1, and replace with the following:

| TABLE 108-1: TABLE OF LIQUIDATED DAMAGES | | | |
|---|-----------------|--|--|
| Original Contract Amount Range | | Amounts of Liquidated Damages to be Deducted for Each Day Over Contract Time, Project Open Time or Cleanup Time | |
| | | Condition at End of Working Days, Calendar Days, Calendar Completion Date, Cleanup Time | |
| | | Project Not Complete after Contract Time Expires under 108.4a.(1) or Project Not Open to Unrestricted Traffic after Project Open Time Expires under 108.4a.(2)* | Project Open to Unrestricted Traffic, but not Completed after Cleanup Time Expires under 108.4a.(2) |
| | | (A) | (B) |
| \$0.00 | \$500,000.00 | \$900.00 | \$450.00 |
| \$500,000.01 | \$1,000,000.00 | \$1,200.00 | \$600.00 |
| \$1,000,000.01 | \$2,500,000.00 | \$1,400.00 | \$700.00 |
| \$2,500,000.01 | \$5,000,000.00 | \$1,600.00 | \$800.00 |
| \$5,000,000.01 | \$10,000,000.00 | \$2,000.00 | \$1,000.00 |
| \$10,000,000.01 | \$25,000,000.00 | \$4,000.00 | \$2,000.00 |
| Over \$25,000,000.00 | | \$4,000.00 | \$2,000.00 |

*Or Not Available to the Next Contractor, when applicable.

11-04-19 C&M (SKE)
 Apr-2020 Letting