

Promptly sign and date on the line below, then **EMAIL IT BACK TO KDOT, EVEN IF NOT BIDDING.** **Or you may still FAX IT TO the Estimating Section at (785) 296-0999.** Any instructions not followed will result in your bid being declared irregular. If these changes affect any of your subcontractors or suppliers, **IT IS YOUR RESPONSIBILITY** to inform them. These changes are part of the contract for this project(s). Please contact me at (785) 296-3576, if there are questions. Thank you for your cooperation.

Kansas Department of Transportation
Bureau of Construction and Maintenance
Estimating Section

To: Prime Contractor Bid Holders

From: Shane Houser, P.E. - Estimating Engineer

Date: January 7, 2016

Proposal/Contract No.: 516016595

Subject: Project Notice for the **January 20, 2016 Letting**

135-87 KA-4006-01 SEDGWICK COUNTY – BRIDGE REPAIR

Special provision **15-WS0025 WORK SCHEDULE** is on the Special Provision List but missing from the proposal. It is included in this addendum.

To view this document, choose “**Addendum #1**” from our website (<http://ksdot1.ksdot.org/burconsmain/contracts/proposal.asp>).

We also recommend that you check the Bid Express “Questions and Answers” (<https://www.bidx.com/ks/lettings>) to review any questions that may have been posted for this project.

(Company Name)

(Signature)

(Date)

C: District 5 & Wichita North Office

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

WORK SCHEDULE; SPECIFIED CALENDAR COMPLETION DATES; LIQUIDATED DAMAGES; CLEANUP TIME

I. PROJECT DEFINED; NATURE OF PROJECT

The primary operation on Project No. 135-87 KA 4006-01 is the repairs to Bridges 135-87-10.19(027) and 135-87-10.01(025) in the City of Wichita in Sedgwick County.

II. NOTICE TO PROCEED

After the contract is signed by the Contractor and KDOT, the Contractor shall attend a pre-construction conference scheduled by the Engineer for this project. For this project, the Engineer will issue the Notice to Proceed no earlier than **MARCH 21, 2016**.

III. CALENDAR COMPLETION DATE OF AUGUST 19, 2016 FOR COMPLETION OF ALL WORK NECESSARY TO OPEN THE PROJECT TO UNRESTRICTED TRAFFIC; LIQUIDATED DAMAGES

A. On or before **AUGUST 19, 2016**, the Contractor shall complete all work necessary to open the project to unrestricted traffic as the Contract Documents require.

B. Liquidated Damages. If the Contractor fails to complete all work necessary to open the project to unrestricted traffic on or before **AUGUST 19, 2016**, the Contractor shall be liable for liquidated damages. Excluding Sundays and legal Holidays, the liquidated damages charged and owing shall be **six thousand dollars (\$6,000.00)** per day for each calendar day, or part thereof that the project is not open to unrestricted traffic after **AUGUST 19, 2016**.

C. The Engineer may charge damages under both Section III.B and Section IV.B for failure to complete the work timely as required; however, if damages are assessed on the same day, the Engineer will not withhold more than **\$6,000.00** on that day.

IV. CALENDAR COMPLETION DATE OF SEPTEMBER 9, 2016 FOR COMPLETION OF ALL WORK INCLUDING CLEANUP; LIQUIDATED DAMAGES

A. **Subsection 108.4c** of the Kansas Department of Transportation Standard Specifications for State Road and Bridge Construction (2015 Ed.) (Standard Specifications) does not apply to this Contract. Instead, the Contractor shall complete the remaining, unfinished contract pay items, subsidiary items, incidental work, final cleanup, and final punch list on or before **SEPTEMBER 9, 2016**.

B. Liquidated Damages when project is open to unrestricted traffic. If all remaining, unfinished contract pay items, subsidiary items, incidental work, final cleanup, and final punch list is not completed on or before **SEPTEMBER 9, 2016**, the Contractor shall be liable for liquidated damages. Excluding Sundays and legal Holidays, the liquidated damages charged and owing shall be **three thousand dollars (\$3,000.00)** per day for each calendar day, or part thereof that the work specified in Section IV.A remains incomplete.

C. The liquidated damages charged under Section IV.B are in addition to the liquidated damages that may be charged under Section III.B. However, if damages are assessed on the same day, the Engineer will not withhold more than **\$6,000.00** on that day.

D. Liquidated Damages when project is not open to unrestricted traffic. If at any time after **AUGUST 19, 2016**, the Contractor obstructs the unrestricted traffic flow in order to perform any work, the Contractor shall be liable for liquidated damages under Section III.B. Excluding Sundays and legal Holidays, the liquidated damages charged and owing shall be **six thousand dollars (\$6,000.00)** per day for each calendar day, or part thereof, that the project is not open to unrestricted traffic after **AUGUST 19, 2016**.

12-28-15 C&M (AR)