

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 4, 2019

Proposal/Contract No.: 519012161

Subject: Project Notice for the **January 16, 2019 Letting**

35-46 KA-3083-01 JOHNSON COUNTY – GRADING, BRIDGE & SURFACING

This project has changed from a working day to a CCD contract.

Special Provision **15-WS0094 WORK SCHEDULE** has been added.

This revised page 2 of DOT form 202 and the Special Provision List.

To view this project's documents, choose "**Addendum #1**" from KDOT's website: <https://kdotapp.ksdot.org/Proposal/Proposal.aspx>. You must update your EBSX file by going to the Bid Express website: <http://www.bidx.com>, choose the correct Letting, locate and select the Proposal number to download "**16jan216.001X**".

The Contractor is responsible for ensuring the EBSX file that the Contractor uses to prepare its Proposal and submits to KDOT contains any amendments.

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 1 & Bonner Springs Office

KANSAS DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION LIST

PAGE: 1
DATE: 01/04/19

STATE PROJECT NO: I035-046 KA 3083-01

STATE CONTRACT NO: 519012161

PREPARED DATE:

WAGE AREA: 5

REVISED DATE:

PRIMARY DISTRICT: 1

PRIMARY COUNTY: JOHNSON

DESCRIPTION: GRADING, BRIDGE & SURFACING. SUNFLOWER RD BR OVER I-35 IN JOHNSON CO. LENGTH IS 0.54 MI.

NOTE: THE FOLLOWING LIST OF SPECIAL PROVISIONS ARE FOR THIS PROJECT. OMISSION OF ALL OR PART OF A SPECIAL PROVISION IN THE ATTACHED PROPOSAL (CONTRACT) DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY FOR OBTAINING THE COMPLETE PROVISION AS LISTED.

PROVISION NO. DESCRIPTION

08-10-66-R05	REQUIRED CONTRACT PROVISION-NONCOLLUSION / HISTORY-DEBARMENT
04-30-82-R07	REQUIRED CONTRACT PROVISION-FINANCIAL PREQUALIFICATION
08-04-92-R03	REQUIRED CONTRACT PROVISION-CONTRACTUAL SERVICES-LEGISLATOR
04-26-90-R05	REQUIRED CONTRACT PROVISION-LIMITS OF FED FUNDS FOR LOBBYING
10-10-00-R08	REQUIRED CONTRACT PROVISION-PRICE ADJUSTMENT FOR FUEL
06-01-06-R01	REQUIRED CONTRACT PROVISION-PRICE ADJUSTMENT FOR ASPHALT
07-19-80-R13	REQUIRED CONTRACT PROVISION-DBE CONTRACT GOAL
11-03-80-R09	REQUIRED CONTRACT PROVISION-NOTICE FOR AFFIRMATIVE ACTION
11-15-96-R05	REQUIRED CONTRACT PROVISION-EEO REQUIREMENT
07-01-17-R1	REQUIRED CONTRACT PROVISION - BOYCOTT OF ISRAEL PROHIBITED
02-01-95-R02	REQUIRED CONTRACT PROVISION-AREA PRACTICE DG-JO-LV-MI-SN-WY
01-01-11-R01	REQUIRED CONTRACT PROVISION-TAX CLEARANCE CERTIFICATE
09-06-94-R01	NOTICE TO CONTRACTORS (USDOT HOTLINE)
KS190009	MINIMUM WAGE RATE (AREA 5)
FHWA-1273	REQUIRED CONTRACT PROVISION-FEDERAL-AID CONSTRUCTION CONTRACTS
03-10-06-R01	REQUIRED CONTRACT PROVISION-DBE SUPPLIERS/REGULAR DEALERS
07-18-80-R29	REQUIRED CONTRACT PROVISION-UTILIZATION OF DBE'S
03-01-18	POLICY AGAINST SEXUAL HARASSMENT
15-ER-1-R15	ERRATA SHEET FOR STD SPEC BOOK FOR RD & BR CONST, 2015 ED
15-01007	HIGHWAY CONSTRUCTION TRAINEES
15-01008-R01	FUEL ADJUSTMENT
15-01009	ASPHALT ADJUSTMENT
15-01011-R06	ENVIRONMENTAL CONCERNS - MIGRATORY BIRD TREATY ACT
15-01016-R02	PROSECUTION AND PROGRESS
15-01017	CARGO PREFERENCE ACT
15-01018	CONTROL OF MATERIALS
15-01019	CONTROL OF WORK
15-01021-R01	BIDDING REQUIREMENTS AND CONDITIONS
15-01022	SCOPE OF WORK
15-02001	REMOVAL OF EXISTING STRUCTURES
15-04002	STRUCTURAL CONCRETE
15-04003	ON GRADE CONCRETE
15-04004	CONCRETE FOR PRESTRESSED CONCRETE MEMBERS
15-04005	GENERAL CONCRETE
15-06009-R01	HMA BASE (REFLECTIVE CRACK INTERLAYER (RCI))

KANSAS DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION LIST

PAGE: 2
DATE: 01/04/19

STATE PROJECT NO: I035-046 KA 3083-01

STATE CONTRACT NO: 519012161

PREPARED DATE:

WAGE AREA: 5

REVISED DATE:

PRIMARY DISTRICT: 1

PRIMARY COUNTY: JOHNSON

DESCRIPTION: GRADING, BRIDGE & SURFACING. SUNFLOWER RD BR OVER I-35 IN JOHNSON CO. LENGTH IS 0.54 MI.

NOTE: THE FOLLOWING LIST OF SPECIAL PROVISIONS ARE FOR THIS PROJECT. OMISSION OF ALL OR PART OF A SPECIAL PROVISION IN THE ATTACHED PROPOSAL (CONTRACT) DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY FOR OBTAINING THE COMPLETE PROVISION AS LISTED.

PROVISION NO. DESCRIPTION

15-07011-R01	CONCRETE STRUCTURE CONSTRUCTION
15-07002-R02	PRESTRESSED CONCRETE MEMBERS
15-07003-R04	STRUCTURAL STEEL FABRICATION
15-07004-R02	STRUCTURAL METALS FABRICATION
15-07005-R02	QUALIFICATION OF FIELD WELDERS
15-07009-R01	HIGH MAST LIGHT TOWERS
15-08010	PERMANENT SIGNING
15-08011	PAVEMENT WIDENING, SHOULDERING AND PAVEMENT EDGE WEDGE
15-08014	CONCRETE SAFETY BARRIER
15-08015	CONTRACTOR CONSTRUCTION STAKING
15-09002-R03	STORMWATER POLLUTION MANAGEMENT
15-09003	MULCHING
15-11001-R03	STONE FOR RIPRAP, DITCH LINING AND OTHER MISCELLANEOUS USES
15-11002-R01	AGGREGATE FOR HMA
15-11003-R02	AGGS FOR CONCRETE NOT PLACED ON GRADE
15-11004-R01	AGGREGATE FOR ON GRADE
15-11009	AGGREGATES FOR BACKFILL
15-12001	GENERAL REQUIREMENT DIVISION 1200
15-14001-R01	AIR-ENTRAINING ADMIXTURES FOR CONCRETE
15-14002	SHEET MATERIALS FOR CURING CONCRETE
15-15001	HOT JOINT SEALING COMPOUND
15-15002	PREFORMED EXPANSION JOINT FILLER FOR CONCRETE
15-16001	STRUCTURAL STEEL TUBING
15-16002-R02	STEEL SIGN POSTS
15-16003-R01	STEEL WIRE & WELDED WIRE FABRIC FOR CONCRETE REINFORCEMENT
15-16004	MATERIALS FOR FENCING
15-16005	STRUCTURAL STEEL
15-16007-R01	STEEL FASTENERS
15-16008	STEEL PLATE GUARDRAIL AND PROPRIETARY END TERMINALS
15-17001	PORTABLE CHANGEABLE MESSAGE SIGNS
15-17003-R01	GEOFOAM
15-17004-R02	RELEASE COMPOUND FOR ASPHALT MIXES
15-17005-R01	BEARING AND PADS FOR STRUCTURES
15-17007-R02	GEOSYNTHETICS
15-19003-R02	POLYETHYLENE (PE) PIPE

KANSAS DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION LIST

PAGE: 3
DATE: 01/04/19

STATE PROJECT NO: I035-046 KA 3083-01

STATE CONTRACT NO: 519012161

PREPARED DATE:

WAGE AREA: 5

REVISED DATE:

PRIMARY DISTRICT: 1

PRIMARY COUNTY: JOHNSON

DESCRIPTION: GRADING, BRIDGE & SURFACING. SUNFLOWER RD BR OVER I-35 IN JOHNSON CO. LENGTH IS 0.54 MI.

NOTE: THE FOLLOWING LIST OF SPECIAL PROVISIONS ARE FOR THIS PROJECT. OMISSION OF ALL OR PART OF A SPECIAL PROVISION IN THE ATTACHED PROPOSAL (CONTRACT) DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY FOR OBTAINING THE COMPLETE PROVISION AS LISTED.

PROVISION NO.	DESCRIPTION
15-19004	POLYVINYL CHLORIDE (PVC) PIPE
15-19005-R03	USES OF PIPE
15-19006-R01	CMP AND END SECTIONS
15-20001	PORTLAND CEMENT AND BLENDED HYDRAULIC CEMENT
15-20002	HYDRATED LIME
15-21001	SEEDS
15-22001-R01	THERMOPLASTIC
15-22003-R01	MULTI - COMPONENT LIQUID PAVEMENT MARKING MATERIAL
15-22004-R02	PAVEMENT MARKING PAINT
15-22005-R01	IMAGE SYSTEMS
15-22006	RETROREFLECTIVE SHEETING
15-22008	PREFORMED THERMOPLASTIC PAVEMENT MARKING MATERIAL
15-23001-R01	WOOD POSTS
15-23002	WOOD FENCE POSTS
15-23003	FIELD HANDLING AND PRESERVATIVE TREATMENT OF WOOD PRODUCTS
15-25001-R06	PART V
15-25002	CONSTRUCTION MANUAL - PART V
15-26001-R07	MATERIALS CERTIFICATIONS
15-PS0148	LOW-CRACKING HIGH-PERFORMANCE CONCRETE-AGGREGATES
15-PS0149	GENERAL LOW-CRACKING HIGH-PERFORMANCE CONCRETE - CONCRETE
15-PS0150	LOW-CRACKING HIGH-PERFORMANCE CONCRETE-CONSTRUCTION
15-WS0094	WORK SCHEDULE

END OF SPECIAL PROVISION LIST

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

**WORK SCHEDULE; CALENDAR COMPLETION DATES; CONSECUTIVE
CALENDAR DAY PERIOD; LIQUIDATED DAMAGES**

I. PROJECT DEFINED; NATURE OF PROJECT

The primary operation on Project No. 35-46 KA 3083-01 is the construction of Bridge No. 35-46-1.03(423) and its associated ramps over I-35 in Johnson County.

II. NOTICE TO PROCEED

The Engineer will issue the notice to proceed at the Contractor's request and after all of the following have occurred: the Contract has been executed, the Contractor has participated in the pre-construction and stormwater erosion control pre-construction conferences held by KDOT for the Project, and the Area/Metro Engineer has approved the SWPPP.

**III. TIME AND DAY LIMITATIONS FOR CLOSING I-35 DURING BRIDGE
REMOVAL; DISINCENTIVE ASSESSMENT**

A. The Contractor may close I-35 to traffic during one weekend for removal of the existing bridge, per construction Phase 1. However, the road closure for the bridge removal shall be limited to the following time frames:

1. Friday through Saturday for **16 consecutive hours** beginning at 8:00 p.m. Friday and ending at 12:00 p.m. Saturday, or
2. Saturday through Sunday for **16 consecutive hours** beginning at 8:00 p.m. Saturday and ending at 12:00 p.m. Sunday.

B. The Contractor shall re-open the shoulders and all lanes of I-35 in both directions at the end of each closure period permitted in Section III.A. The Contractor shall submit to the Engineer the schedule for the removal of the bridge at least two weeks before the removal.

C. Disincentive Assessments. If the Contractor fails to have the shoulders and all lanes of traffic open in both direction on I-35 before the time periods specified in Section III.A expire, the Contractor shall be liable for a disincentive assessment(s). The disincentive assessment charged and owing shall be **ten thousand dollars (\$10,000)** per hour for each hour, or part thereof, that one or more lanes remain closed after 12:00 p.m. Saturday or Sunday.

D. Disincentive assessment charged under Section III.C is in addition to the damages that may be charged under Sections IV, V, VI, VII, and VIII.

IV. TIME AND DAY LIMITATIONS FOR CLOSING I-35 DURING BRIDGE GIRDER ERECTION; DISINCENTIVE ASSESSMENT

A. The Contractor may close I-35 to traffic during one weekend for girder erection of the bridge. However, the road closure for the bridge girder erection shall be limited to the following time frames and shall not exceed 15-minute closure intervals:

1. Friday through Saturday beginning at 10:00 p.m. Friday and ending at 8:00 a.m. Saturday.
2. Saturday through Sunday beginning at 10:00 p.m. Saturday and ending at 8:00 a.m. Sunday.
3. Sunday through Monday beginning at 10:00 p.m. Sunday and ending at 5:00 a.m. Monday.

B. The Contractor shall re-open at least one lane of I-35 in both directions at the end of each 15-minute closure period permitted in Section IV.A. The Contractor shall submit to the Engineer the schedule for the girder erection of the bridge at least two weeks before the girder erection.

C. At the Contractor's expense, they can submit alternate traffic handling for the girder erection, including detours to the Engineer for approval.

D. Disincentive Assessments for lane closure. If the Contractor fails to have the shoulders and all lanes of traffic open in both direction on I-35 before the time periods specified in Section IV.A expire, the Contractor shall be liable for a disincentive assessment(s). The disincentive assessment charged and owing shall be:

1. **Ten thousand dollars (\$10,000)** per hour for each hour, or part thereof, that one or more lanes remain closed after 8:00 a.m. Saturday.
2. **Ten thousand dollars (\$10,000)** per hour for each hour, or part thereof, that one or more lanes remain closed after 8:00 a.m. Sunday.
3. **Thirty thousand dollars (\$30,000)** per hour for each hour, or part thereof, that one or more lanes remain closed after 5:00 a.m. Monday.

E. The maximum disincentive to be charged for any one hour, or part thereof, under this Section IV.D is **\$30,000.00**.

F. Disincentive Assessments for 15-minute intervals. If the Contractor fails to have one lane of traffic open in both directions on I-35 before each 15-minute time interval specified in Section IV.A expire, the Contractor shall be liable for a disincentive assessment(s). The disincentive assessment charged and owing shall be **two thousand five hundred dollars (\$2,500)** per 15-minute interval, or part thereof, that one lane is not open to traffic following the allowable 15-minute closure.

H. Disincentive assessment charged under Sections IV.D or IV.F is in addition to the damages that may be charged under Sections III, V, VI, VII and VIII.

V. DAY LIMITATIONS FOR RESTRICTING NORTHBOUND I-35 TO ONE LANE; LIQUIDATED DAMAGES

A. To construct the tie-ins for the Ramps A and B (construction Phase 2) the Contractor shall restrict northbound I-35 to a single lane. The single lane configuration shall not exceed **30 consecutive calendar days** (30-consecutive calendar day period) **as defined in Section V.B.**

B. For purposes of this Project Special Provision, the Engineer will begin assessing the **30-consecutive calendar day period** on the day the Contractor begins placing traffic control devices and restrict northbound I-35 to a single lane.

C. Liquidated Damages. If the Contractor fails to complete the both tie-ins for the Ramps A and B within the **30-consecutive calendar day period**, the Contractor will be liable for liquidated damages. Excluding Sundays and legal holidays, the liquidated damages charged and owing will be **five thousand dollars (\$5,000.00)** for each day, or part thereof, that the shoulder and all northbound I-35 lanes are not open to the traffic after the **30-consecutive calendar day period** expires.

D. The liquidated damages charged under Section V.C is in addition to the damages that may be charged under Sections III, IV, VI, VII and VIII.

VI. DAY LIMITATIONS FOR RESTRICTING SOUTHBOUND I-35 TO ONE LANE; LIQUIDATED DAMAGES

A. To construct the tie-ins for the Ramps C and D (construction Phase 3) the Contractor shall restrict southbound I-35 to a single lane. The single lane configuration shall not exceed **30 consecutive calendar days** (30-consecutive calendar day period) **as defined in Section VI.B.**

B. For purposes of this Project Special Provision, the Engineer will begin assessing the **30-consecutive calendar day period** on the day the Contractor begins placing traffic control devices and restrict southbound I-35 to a single lane.

C. Liquidated Damages. If the Contractor fails to complete the both tie-ins for the Ramps C and D within the **30-consecutive calendar day period**, the Contractor will be liable for liquidated damages. Excluding Sundays and legal holidays, the liquidated damages charged and owing will be **five thousand dollars (\$5,000.00)** for each day, or part thereof, that the shoulder and all southbound I-35 lanes are not open to the traffic after the **30-consecutive calendar day period** expires.

D. The liquidated damages charged under Section VI.C is in addition to the damages that may be charged under Sections III, IV, V, VII and VIII.

VII. CALENDAR COMPLETION DATE OF DECEMBER 20, 2019 FOR COMPLETION OF ALL WORK NECESSARY TO OPEN THE PROJECT TO UNRESTRICTED TRAFFIC; LIQUIDATED DAMAGES

A. On or before **DECEMBER 20, 2019**, 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 **DECEMBER 20, 2019**, the Contractor shall be liable for liquidated damages. Excluding Sundays and legal Holidays, the liquidated damages charged and owing shall be **five thousand dollars (\$5,000.00)** per day for each calendar day, or part thereof that the Project is not open to unrestricted traffic after **DECEMBER 20, 2019**.

C. The Engineer may charge damages under both Section VII.B and Section VIII.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 **\$5,000.00** on that day.

VIII. CALENDAR COMPLETION DATE OF JANUARY 24, 2020 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 **JANUARY 24, 2020**.

B. Liquidated Damages. If all remaining, unfinished Contract pay items, subsidiary items, incidental work, final cleanup, and final punch list is not completed on or before **JANUARY 24, 2020**, the Contractor shall be liable for liquidated damages. Excluding Sundays and legal Holidays, the liquidated damages charged and owing shall be **two thousand five hundred dollar (\$2,500.00)** per day for each calendar day, or part thereof that the work specified in Section VIII.A remains incomplete.

C. The liquidated damages charged under Section VIII.B are in addition to the liquidated damages that may be charged under Section VII.B. However, if damages are assessed on the same day, the Engineer will not withhold more than **\$5,000.00** on that day.

D. Liquidated Damages when Project is not open to unrestricted traffic. If at any time after **DECEMBER 20, 2019**, the Contractor obstructs the unrestricted traffic flow in order to perform any work, the Contractor shall be liable for liquidated damages under Section VII.B. Excluding Sundays and legal Holidays, the liquidated damages charged and owing shall be **five thousand dollars (\$5,000.00)** per day for each calendar day, or part thereof, that the Project is not open to unrestricted traffic after **DECEMBER 20, 2019**