

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

SECTION 104

SCOPE OF WORK

Page 100-27, delete subsection 104.7c.(1) and replace with the following:

- (1) The Engineer will not compensate for a temporary suspension if the suspension was caused by:
- unsafe conditions.
 - violation of laws.
 - requirements of KDHE, Corp of Engineers, or other governmental entities (not KDOT).

Page 100-29, add subsection 104.9a.(3):

- (3) For overhead on subcontract work at any tier, use **subsection 109.3g**.

Page 100-32, delete subsections 104.15b. and c. and replace with the following:

b. The Secretary or other government authorities (not KDOT) may issue to individuals or organizations permits for constructing or reconstructing utilities.

c. From the time the Notice to Proceed is issued until Final Acceptance, coordinate and accommodate third parties authorized to work within the Project limits. Do not allow individuals or organizations to perform work within the Project limits without a permit from KDOT or other government authorities (not KDOT).

- If the Engineer orders the Contractor to repair or restore work within the Project limits that these individuals or organizations damaged, the Engineer will pay for these repairs or restoration as extra work; and
- If these individuals delay the Contractor's operations, the Engineer will consider whether the delay entitles the Contractor to a contract adjustment as a differing site condition or extra work, whichever applies.

Page 100-34, delete subsection 104.20d. and replace with the following:

d. Damage caused by Acts of Governmental Authorities (not KDOT) or Acts of the Public Enemy. The Secretary assumes liability for damages to the work caused by acts of governmental authorities (not KDOT) or acts of the public enemy. The Secretary also assumes liability for damages to the work that occur during unanticipated winter shutdown when acts of governmental authorities (not KDOT) or the public enemy extend the Contractor's operations into the winter shutdown condition. If the Secretary requires the Contractor to restore, repair, remove, or replace work damaged in this manner, the Engineer will pay for the work as extra work under **subsection 104.6**.

Page 100-35, delete subsection 104.20g.(2) and replace with the following:

(2) The Secretary assumes liability for damage to the work that occurs during temporary suspensions of the entire Project if:

- the Contractor is entitled to a contract adjustment under **subsection 104.7** and the Contractor would have been completed with physical construction of the Project at the time the damage occurred had the Project not been temporarily suspended;
- acts of governmental authorities (not KDOT) or acts of the public enemy caused the damage; or
- acts of the traveling public caused the damage as provided in **subsection 104.20h**.

SECTION 109

MEASUREMENT AND PAYMENT

Page 100-76, subsection 109.1e.(3), delete the third bullet and replace with the following:

- Check scales and record results a minimum of 2 times per week. In checking scales, use a roller, motorgrader, or loaded truck and weigh on 2 different scales in the same vicinity. The difference in the 2 scales must not exceed 0.50%. If the difference exceeds 0.50%, recertify the scales according to **subsection 152.2;**

Page 100-78, subsection 109.3a.(3)(c), change subsection reference from "109.3a.2.(a) and (b)" to "109.3a3.(a) and (b)".

Page 100-79, delete subsection 109.3d.(1) and replace with the following:

(1) Before beginning the force account work, provide equipment information so that equipment may be identified in the Rental Rate Blue Book for Construction Equipment (Blue Book). If equipment is rented, provide documented rental rates. The rate to be paid will be the monthly rate set forth in the Blue Book. The Blue Book rate is calculated by dividing the monthly rate for the equipment by 176 and adjusting that rate by Blue Book age and regional adjustment factors before adding in the Blue Book estimated hourly operating cost. The hourly operating cost includes costs for repairs, fuel, and lubricants used or consumed in the force account work.

Page 100-80, delete subsection 109.3g. and replace with the following:

g. Payment of Force Account Work or Negotiated Work Performed by Subcontractors, Lower-Tier Subcontractors, Leased Trucking, or other Trucking.

(1) The term "work" in this **subsection 109.3g.** means either force account work or work performed on a negotiated price basis, whichever applies.

(2) When all or a portion of the "work" is sublet to a highway industry subcontractor, lower-tier subcontractor or the Contractor hires subcontractors, leased trucking, or other trucking, the Contractor shall receive overhead in the amount shown in **TABLE 109-1.**

(3) When all or a portion of the work is sublet to a lower-tier subcontractor, the subcontractor shall receive overhead in the amount shown in **TABLE 109-1.**

(4) The "Dollar Amount of Work" shall be the total amount determined for the subcontractor, lower-tier subcontractor, or leased trucking using the requirements shown in **subsections 109.3a.** through **109.3f.** or the subcontractor's, lower-tier subcontractor's or leased trucking's negotiated price.

TABLE 109-1: ADD ON FOR OVERHEAD FOR FORCE ACCOUNT WORK OR NEGOTIATED WORK USING HIGHWAY SUBCONTRACTORS, LOWER-TIER SUBCONTRACTORS, LEASED TRUCKING AND OTHER TRUCKING	
Dollar Amount of Work	Add on for Overhead to compensate Contractor for administrative expenses incurred in additional subcontract work, lower-tier subcontract work and additional trucking
\$0 to \$50,000	5%
\$50,000.01 to \$100,000	4%
Over \$100,000	3%
	Add on for Overhead to compensate subcontractor for administrative expenses incurred in additional lower-tier subcontract work and additional trucking
Over \$0	1.5%

Page 100-81, delete subsection 109.6b.(2) and (3) replace with the following:

(2) Within 10 calendar days after the Secretary has made payment for approved subcontract work, pay subcontractors for their work.

(3) On subcontracts for services (not solely materials, suppliers, truckers), within 15 calendar days after the Secretary has made payment, certify payments to subcontractors through CRL to the Engineer. The certification must be by individual line items paid to subcontractors. The "Certification" shall read:

"I (Contractor's Representative) do hereby certify that I paid (Subcontractor Name) for work, material, labor, equipment and miscellaneous expenses associated with (Contract Number - Contract Description) with payment paid (Date) in compliance with the Contract Documents. I also certify that we have no subcontract provision that delays subcontractor retainage payments until the project's final acceptance or final payment in compliance with the Contract Documents."

Page 100-82, delete subsection 109.7b. and replace with the following:

b. The Secretary may impose liquidated damages of \$50.00 per calendar day per subcontractor for each day certification is late:

- If a Contractor fails to comply with the certification requirements of **subsection 109.6**, or
- If a Contractor fails to make payments according to **subsection 109.6**.

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