

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

**SECTION 102**

**BIDDING REQUIREMENTS AND CONDITIONS**

Page 100-11, delete subsection 102.3 and replace with the following:

**102.3 PROPOSAL FORM, PROPOSAL, AND CONTRACT**

**a. Proposal Forms.** Acquire the Proposal Form from KDOT's website at (<http://www.ksdot.org>) by choosing the following selections: "Doing Business", "Bidding & Letting" and "Proposal Information" and then using the links provided in the Project information for the particular Project of interest. The Proposal Form consists of the following documents:

(1) The Project electronic bidding system file (EBSX file) on the Bid Express website that contains:

(a) DOT Form No. 202 with a description of the location and type of construction; the time for performance, and the date, time, and place for opening proposals.

(b) The Unit Prices List which consists of price sheets that list the Project's bid items and estimated quantities for each bid item and spaces for the contractor to insert its unit price and total price for each bid item.

(c) Required contract provisions that require information from the Bidder and apply to the Project as identified on the Special Provision List.

(d) Amendments that KDOT makes after KDOT first placed the Bidding Proposal Form on KDOT's website. (See **subsection 102.4.c.**)

(2) The Special Provision List, if any, in effect at the time of the Letting. The Special Provision List identifies all required contract provisions, project special provisions, and special provisions that apply to the Project. The EBSX file may not contain all required contract provisions. The EBSX file may contain provisions that do not apply to the Project. The Bidder is responsible for consulting the Special Provision List to identify which provisions are included in the Proposal Form.

(3) The required contract provisions, project special provisions and special provisions identified in the Special Provision List, if any.

(4) Bid Bond that complies with **subsection 102.11**.

(5) The Standard Specifications.

(6) The Project plans, if any.

(7) The exploratory work documents, if any.

(8) All remaining, attached and unattached documents relating to the Project, including but not limited to addenda and amendments, if any.

(9) All questions and answers posted on the Bid Express website, if any.

**b. Proposal.** The Proposal Form becomes the Bidder's Proposal after the Bidder completes the EBSX file (which includes DOT Form No. 202, the Unit Prices List, and applicable required contract provisions), electronically signs the Proposal where required on DOT Form No. 202, and delivers the completed EBSX file documents, the EBSX data file, and bid bond to KDOT using Bid Express. The Special Provision List, required contract provisions not requiring information from the Bidder, project special provisions, special provisions, Standard Specifications, plans, exploratory work documents, all questions and answers posted on the Bid Express website, any additional contract information, and any addenda are incorporated by reference into the Bidder's Proposal.

Enter all quotes for subcontractors, suppliers and materials through AASHTOWare Projects CRL Bidder/Quoter by the end of the project letting month. See **subsection 108.13** (below).

**c. Contract.** After the parties have executed a Contract, the Proposal becomes the Contract.

## SECTION 108 PROSECUTION AND PROGRESS

Page 100-75, add new subsections 108.13 and 108.14.

### 108.13 AASHTOWare Project CIVIL RIGHTS LABOR (CRL)

Submit the following items through AASHTOWare Project CRL software version (most current version):

- All Contractor quotes for subcontractors, suppliers and materials. See **subsection 102.3b.**, above.;
- All required, certified payrolls; and
- Subcontractor payment certification for subcontracts for services (not solely materials, suppliers, truckers).

Obtain a user I.D. from KDOT that enables the Contractor personnel to submit the necessary information. Each person entering data in CRL will need an individual I.D. It may take KDOT 10 business days to issue this I.D.

The user I.D. request form may be accessed from the following link:

<http://www.ksdot.org/Assets/wwwksdotorg/bureaus/burConsMain/aashtoware/AASHTOWareUserRequest.pdf>

General information about AASHTOWare Project CRL may be found at the following link:

<http://www.ksdot.org/bureaus/burConsMain/crl.asp>

### 108.14 CERTIFIED PAYROLLS

(3) Submit certified payrolls according to the Contract Documents. Submit all required payrolls through CRL. See **subsection 108.13.**

## SECTION 109

### MEASUREMENT AND PAYMENT

Page 100-81, delete subsection 109.6 and replace with the following:

### 109.6 PAYMENTS TO SUBCONTRACTORS & SUPPLIERS

**a. Definitions.** For purposes of **subsections 109.6**, use the following definitions:

- "subcontract" means a contract for supplies, materials, services, or a combination thereof between a Contractor and a subcontractor; and
- "subcontractor" means an entity that provides the Contractor supplies, materials, services, or a combination thereof to complete the contract.

**b. Progress Payments.**

(1) Prior to the first progress payment, submit to the Engineer bid item price sheets for 1<sup>st</sup> tier subcontractors providing services. This information is needed for the Engineer to verify proper payment.

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

(3) On subcontracts for services (not solely materials, suppliers, truckers), within 15 calendar days after receiving payment from the Secretary, 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."

(4) Subcontractors should verify payments through CRL.

**c. Retainage.**

(1) Bonded Subcontractors. Withhold no retainage from bonded subcontractors.

(2) Unbonded Subcontractors. Withhold from unbonded subcontractors the percentage of retainage, if any, the Contractor feels is necessary to protect itself. Withhold this retainage until the unbonded subcontractor has completed all its subcontract work and has provided an affidavit that the subcontractor has paid all indebtedness for supplies, materials, and labor used in performing its subcontract work. The unbonded subcontract work is considered completed when KDOT pays the Contractor 100% of the items subcontracted. After the unbonded subcontractor has provided this affidavit, pay all retainage owed within the next 5 business days.

(3) No subcontract provision shall permit the Contractor to delay subcontractors' retainage payments until the Project's final acceptance or final payment.

**d. Good Cause Exception.** On subcontracts for services (not solely materials, suppliers, truckers), if the Contractor has "good cause" to withhold a subcontractor's progress payment (bonded or unbonded subcontractors) or retainage (unbonded subcontractors), identify the cause for withheld payment, the payment amount, and the anticipated payment date through CRL. If the Engineer determines the Contractor has "good cause" for a withheld payment, the Engineer will not impose sanctions on the Contractor. A Contractor's lack of funds to pay is not "good cause" for withheld payment.

01-03-19 C&M (AR)

May-19 Letting