# Office Duties Workbook

Certified Inspector Training Program



### Reasons for Certified Inspector Training (CIT) Training Program

### **Overview**

The Kansas Department of Transportation (KDOT) has established this training program to educate, test and certify those individuals responsible for performing inspection and testing functions on KDOT construction projects. KDOT's Bureau of Construction and Materials has responsibility for the establishment and administration of the materials portion of the KDOT's Quality Control/Quality Assurance (QC/QA) Program. The Bureau develops standards and specifications for materials, establishes sampling procedures and frequencies, and test procedures used in the laboratory and the field in order to assure compliance with specifications. It performs materials testing to assist each of the six KDOT districts in administering quality assurance functions of the QC/QA Program. Such testing includes tests on materials purchased by contractors or the State for use in maintenance or construction activities. The Bureau also conducts tests on soils, concrete, bituminous mixtures and numerous other specialized materials, the results of which are used by others for a variety of reasons.

Quality control and quality assurance activities involve the routine sampling, testing and analysis of various materials to determine the quality of a given product and to attain a quality product. The goal of the Certified Inspection and Testing Training Program (CIT<sup>2</sup>) is to provide persons engaged in the inspection and/or testing of KDOT construction projects specific training in, but not limited to, soils, aggregates, and concrete and/or asphalt disciplines.

Each student is required to demonstrate specific abilities as defined by the training modules described in the CIT<sup>2</sup> manual. The manual can be found online at: https://www.ksdot.org/Assets/wwwksdotorg/bureaus/burMatrRes/Documents/CIT\_Manual\_2019.pdf

### Federal Funding

On projects involving federal funds, KDOT must certify to the Federal Highway Administration as to the quality of each type of material used on each project before the State is completely reimbursed by the federal government.

The certification and training requirements contained in this manual are intended to comply with the requirements of 23 CFR Part 637 which states, "After June 29, 2000, all sampling and testing data to be used in the acceptance decision or the IA (Independent Assurance) program shall be executed by qualified sampling and testing personnel."

### Reasons for Quality Control/Quality Assurance

Inspectors fulfill a very important job on any project—they safeguard the public interest in a number of ways.

The primary reason for materials inspection, sampling and testing requirements is to verify that all materials incorporated into the work will meet the requirements of the contract documents, including the plans, specifications, and special provisions.

Plans and specifications are prepared to require the use of certain specific materials known or expected to perform satisfactorily with minimum maintenance throughout the life of the facility or infrastructure project. Any material that deviates appreciably from the specifications requirements will not perform as expected and, in all probability, will shorten the useful life of the facility or add unexpected costs in maintenance. Because there are limited dollars available for transportation infrastructure, the useful life and long-term maintenance costs of every project are critical considerations.

Secondly, all contractors bidding or furnishing materials to a project should be treated equally. That is, the contract documents provide a fair and uniform basis for bidding because they define the requirements to be met--ideally with the least possible difference of interpretation. The contractor commits to furnish materials and complete work that will equal or exceed such requirements. For this reason it is essential that quality assurance be correctly understood and applied uniformly by engineers and inspectors from project-to-project so that all contractors and suppliers are treated alike.

Thirdly, the expenditure of public funds must be documented to substantiate whether taxpayers actually received the quantity and quality of materials specified in exchange for tax dollars spent. Whether or not to pay the costs invoiced by contractors is a decision which relies heavily upon inspection reports and test results. In a fundamental way, inspectors play a key role in serving the public--to justify the expenditure of public monies and the acceptance of any contractor's work. Through the work of knowledgeable, competent and skilled inspectors, KDOT can verify and confirm whether or not the contractor has fulfilled its obligations to build the project as intended.

Finally, the specification requirements for materials are constantly evolving, based on new developments, past performance of material in the field, research and technological innovations. Accurate recordkeeping of materials and test results using consistent inspection practices provides a basis to compare results over time—an indispensable advantage for meaningful research. Data properly collected and recorded by inspectors can confirm whether or not changes in material specifications and testing requirements have, in fact, resulted in a better product, state-wide or in a particular location or application.

All inspectors should review the applicable clauses of the Standard Specifications at regular intervals to refresh their understanding of material and testing requirements.

### Index for Office Duties

- 1. Project Folders
- 2. Sub-Contractor Forms
- 3. Stored Materials and Trainees
- 4. Notice to Proceed
- 5. Change Orders
- 6. Contact and Adjustments
- 7. Quarry Road and Pavement Management
- 8. Contract Reviews
- 9. Finaling a Project
- 10. Combining Files

# Setting up Project Folders

- Project dividers should include the project number, county, type of work, and bridge numbers if applicable.
- Project folders should be labeled with the following information:
  - Project number
  - Contract number
  - what the folder contains (i.e. contract, change orders & pay estimates, test reports & certifications, etc.)

# **Project Jurisdiction**

C = County

K & KA = State

U = City

N = Metropolitan

M = Contract Maintenance

X = Rail Crossing

TE = Transportation Enhancement



### CONTRACT NUMBER STRUCTURE

The structure or format of the Contract Number for contracts in CMS is detailed in the following table.

<u>Format</u> 0YYLLFXXD	Type of Contract Construction Contracts Let July, 1994 to December 1999
0YYLLFNNN	Construction Contracts Let prior to July, 1994
5YYLLFXXD	Construction Contracts let January 1, 2000 and later
0DYZZPPPP	Emergency Flood Repair Projects with Stage > 10
0DYYZPPPP	Negotiated Contracts Established by or for the Districts
0BBYYSXXX	Engineering and Design Contracts and All Other Contracts

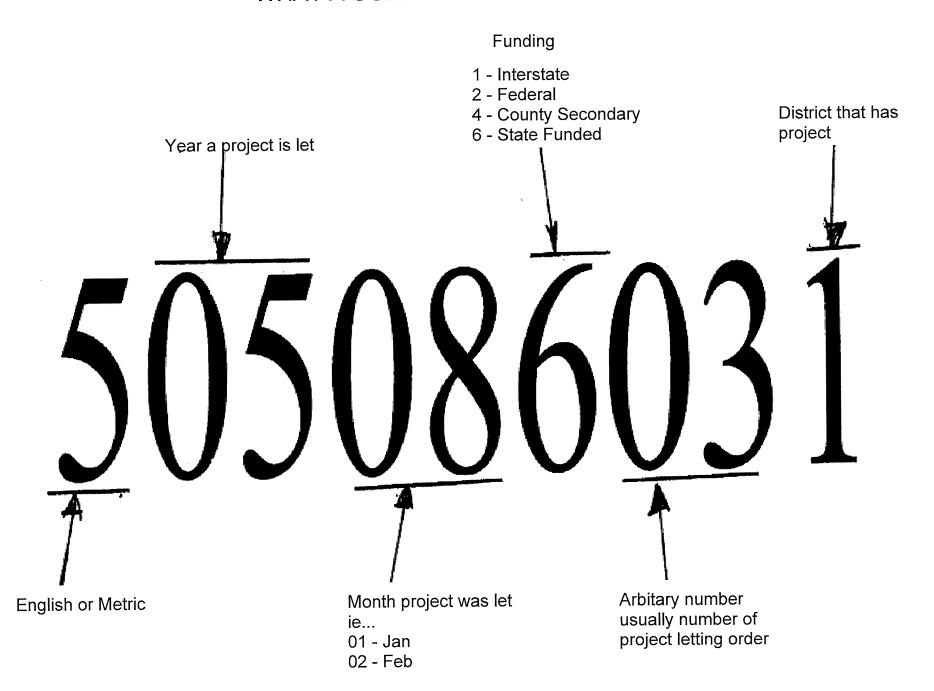
### **Examples**

017XXXXXXX Bureau of Local Projects Contract ID Number 006XXXXXXX Bureau of Design Contract ID Number 0DXXXXXXX District As Needed Inspection Contract ID Number, where D is the District Number

SYMBOL	<b>DEFINITION</b>
YY	Calendar or Fiscal Year
LL	Letting within a Calendar Year
FF	Fund
NN	Sequential Number within Letting-Fund
ZZ	Sequential Number within Project Number
XX	Sequential Number within Fiscal Year-Section
DD	District
PP	Project Number
BB	Bureau
SS	Section within Bureau
CC	Contract Number



### WHAT A CONTRACT NUMBER MEANS

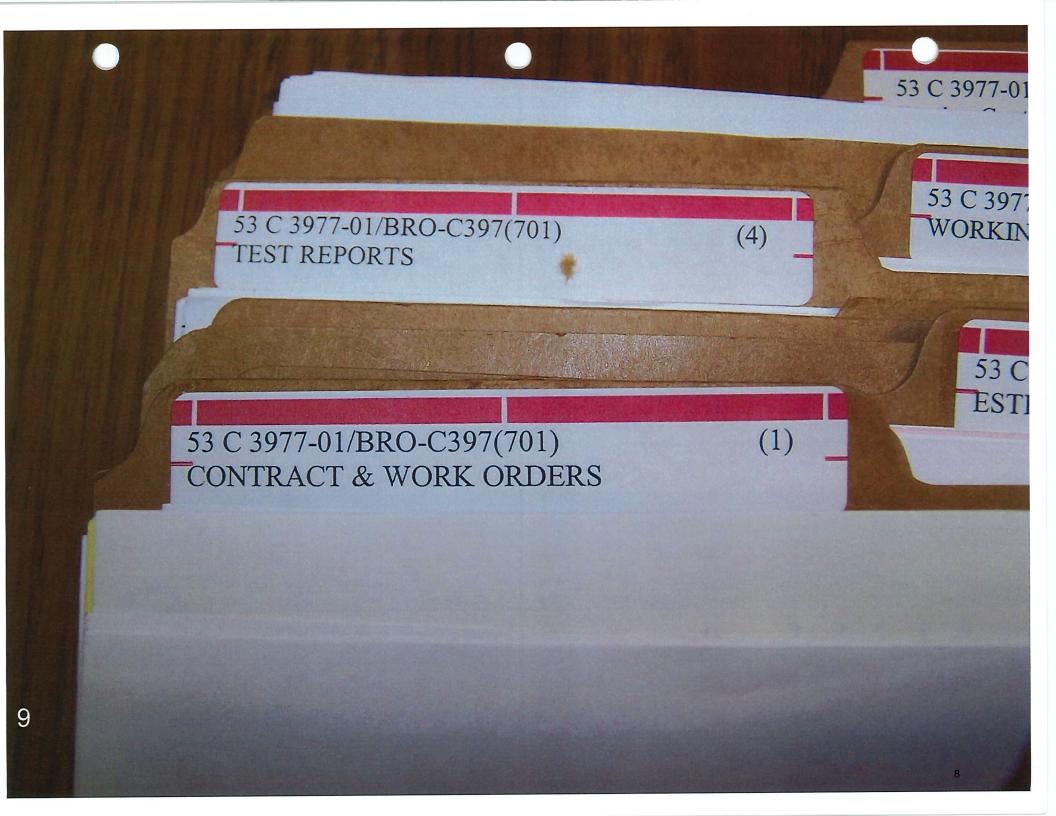


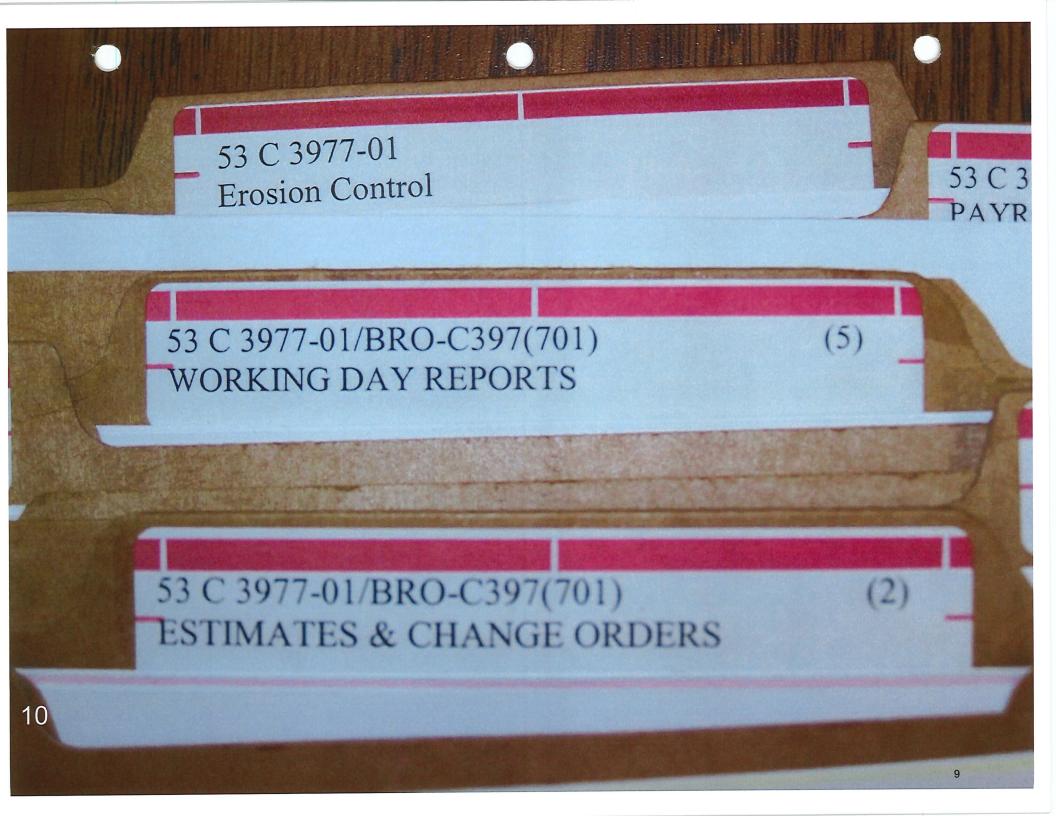
# **Common Folder Names**

- Correspondence
- Contract
- Payment Vouchers
- Change Orders
- Test Reports
- Utilities
- Payrolls
- Erosion Control









# Alert Bulletins & the Media

# Alert Bulletins -detours

- -KHP
- -width restriction
- -time delays

Public affairs managers (PAM)

- -the media
- -CDRS/RCRS

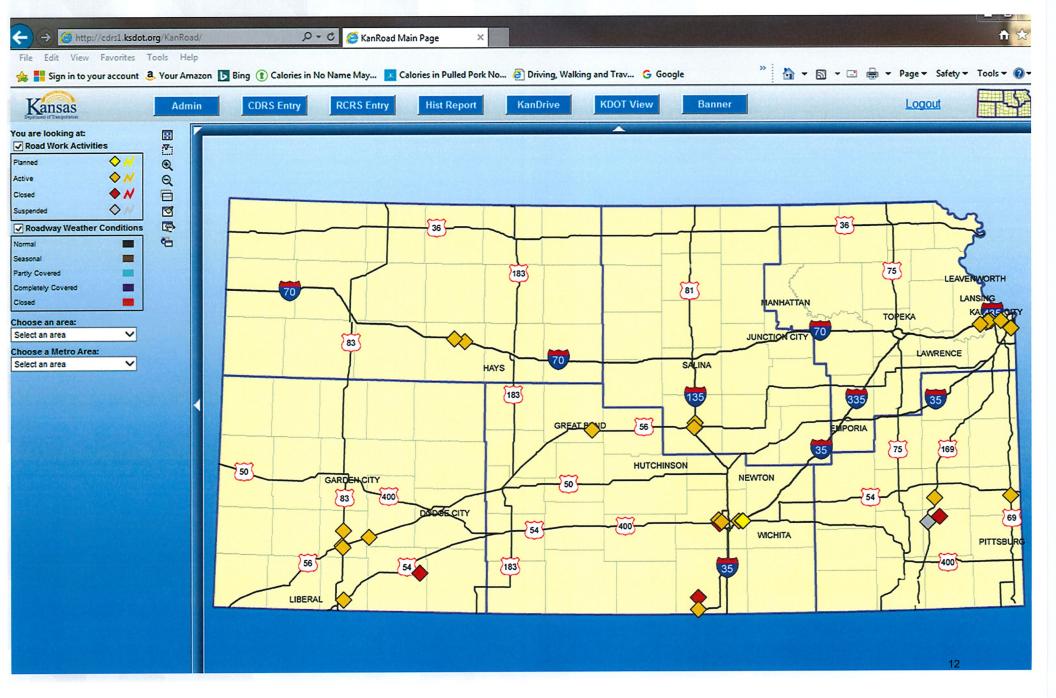


# What information to tell the PAM

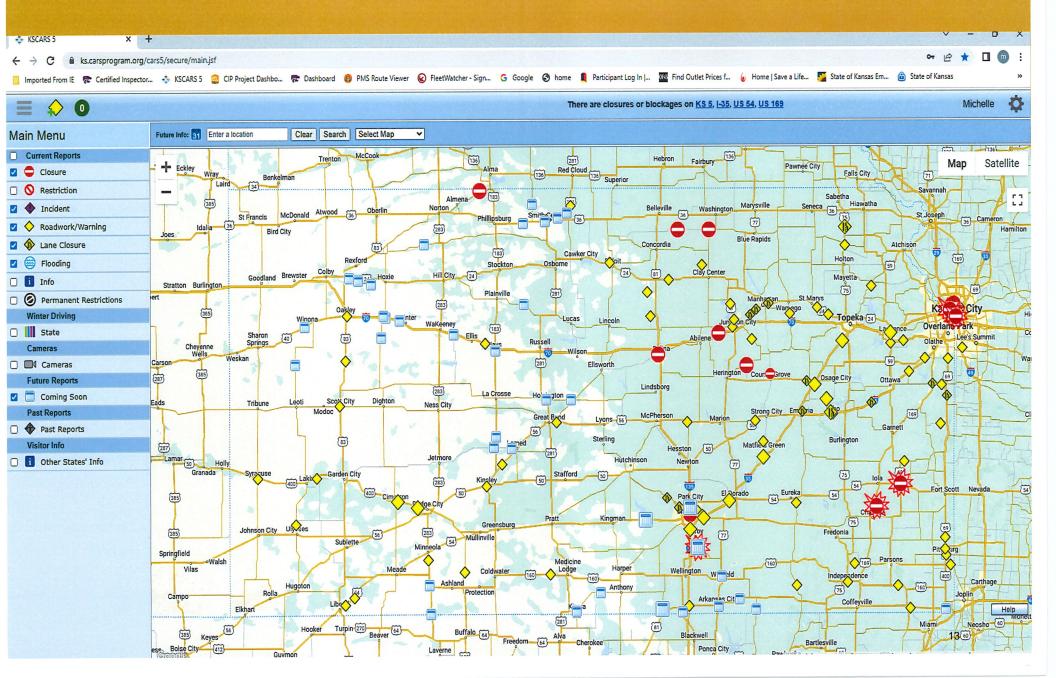
- A. State what type of project it is and what type of work it entails.
- B. State where the project is specifically taking place.
- C. State when the project is taking place.
- D. State how traffic will be impacted (including minor or major delays) and what forms of traffic control will be used. Be sure to let them know if message boards will be used. If there will be no traffic impacts or traffic control used, please indicate that as well.
- E. State who the primary contractor is and the overall project cost.
- F. State who the Area project contact is, including first/last name, title, e-mail and phone number.



# CDRS/RCRS



# KSCARS 5

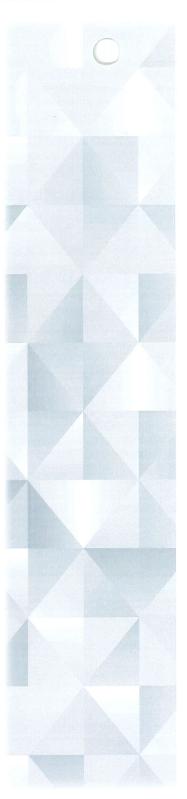


# **Subcontractor Approval Forms**

- A DOT Form 259, 260, and a Certificate of Tax Clearance will be submitted for each subcontractor and must be approved by District and Headquarters before they begin work.
- Compare dollar amounts shown on Form 259 to contract.
- Email the forms to the change order section at Headquarters
- DOT Forms 259, 260 and tax clearance

Let's look at those forms....





### PREPARATION OF REQUEST FOR

### ROVAL OF SUBCONTRACTOR

The Request for Approval of Subcontractor is not an actual subcontract but represents all or part of the items in the contract that are being subcontracted. Submit the form for all subcontractors.

According to federal regulations, a request for subcontract must be approved <u>before</u> the subcontractor can begin any work on the project. Approval means headquarters approval by the Chief of the Bureau of Construction and Maintenance.

### PREPARATION:

The Contractor is to prepare the form and submit the signed Form 259 to the Area/Construction Office.

Items in excess of allotted space may be shown on attached sheets of paper with totals carried forward.

Separate requests are required for each contract, regardless of ties by the state or contractor.

<u>Heading:</u> The contract number, project number (Including the Federal Project Number if applicable), county, and type of work as shown on the contract. The date is the date the contract is released for construction.

Quantity: Actual quantity being sublet. If a <u>portion</u> of a line item is being sublet, a detailed description of that portion should be designated as such in the "Remarks" field. If the Contractor purchases material rather than manufacturing material for a portion of a subcontracted line item, use the contract quantity, and designate the portion purchased by the Contractor in the "Remarks" field.

<u>Unit, Line No., Item Description and Unit Price</u>: Same as contract, unless only a <u>portion</u> of the line item is to be sublet. A detailed description of the line item being sublet in part should be designated as such in the "Remarks" field (e.g. Install Only, Placing Only, Description of the portion of work being done), and the unit price shown should represent that portion. If the Contractor purchases material rather than manufacturing material for a portion of a subcontracted line item, use the contract unit price, and designate the portion purchased by the Contractor in the "Remarks" field.

NOTE 1: Indicate in the "Remarks" field if the DBE is trucker and/or supplier. Then, identify which portion of the line item cost/quantity is trucker, and which portion of the line item cost/quantity is supplier.

NOTE 2: No more than 100% of the Original Amount on a Line Item is subcontracted.

Amount: The amount would be the quantity multiplied by the unit price.

Percent Sublet: Calculate to nearest one hundredth of a percent. (E.g. 5.16%)

D.O.T. FORM NO. 260 - Submit D.O.T. FORM NO. 260 (Contract Certification of Subcontractor Affirmative Action Requirement) with this form.

Extra Work - If extra work is added to the contract that requires a new subcontractor to perform project work, submit a Form 259.

Supercede Information - Requests that supersede a previous request should include the following note in the "Remarks" field: "This Request supersedes, Subcontractor's Name".

Second Tier Information - If the request has a second tier subcontractor, note in the "Remarks" field the second tier Contractor, the Amount to be second tiered, and any remarks.



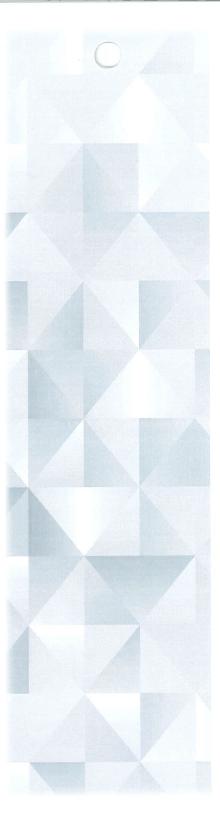
## KANSAS DEPARTMENT OF TRANSPORTATION REQUEST FOR APPROVE OF SUBCONTRACTOR

							Contract Number			
County				Project No.						
*Check		Type or	Bridge No.							
	ı We hereby	request	approval of							
FEIN No/sfx	and the second s			e address is						
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	has been					or the purpo	ose of subletting	some or all	of the	
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Recommended			, 20		Re	commended			_, 20	
Ву		Field Cons	truction Administrat	or		Ву	Distr	ict Engineer		
Permission is	hereby gr	anted for	subletting the p	ortions of the	contract as	set forth in	the foregoing red	uest.		
					Approved_			,	20	
					Ву_					
							Chief, Bureau of C	onstruction &	Maintena	ino

Rev. 05-08



D.O.T. FORM NO. 259



# CONTRACT CERTIFICATION OF SUBCONTRACTOR AFFIRMATIVE ACTION REQUIREMENT

(Date)

I hereby certify that Prime Contractor on Project No. will, subject to the approval of KDOT, execute a subcontract with the firm of and that the following will be accomplished in relation thereto: (The Contractor will check the appropriate block or blocks applicable to his contract). Federally-Aided contracts let in the Kansas City Hometown Plan of Johnson, Wyandotte, and Leavenworth Counties. These contracts contain the applicable Required Contract Provisions covering the Kansas City Hometown Plan and FHWA-1273. Federally-Aided contracts let outside of Hometown Plan Areas. These contracts contain the applicable Required Contract Provisions, Specific Equal Employment Opportunity Responsibilities, and FHWA-1273. The requirements of this Contract Provisions will be physically incorporated into such subcontract. State Funded Contracts. These contracts contain the applicable Required Contract Provision, Specific Equal Employment Opportunity Contractual Requirements. The applicable requirements of this Contract Provision will be physically incorporated into such subcontract. IT IS UNDERSTOOD THAT IT IS THE RESPONSIBILITY OF THE PRIME CONTRACTOR TO INSURE

THAT ALL APPROPRIATE EEO PROVISIONS ARE ADHERED TO BY THE SUBCONTRACTOR.

Signature of Prime Contractor or Authorized Representative



### PREPARATION OF REQUEST FOR APPROVAL OF SUBCONTRACTOR

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# KANSAS DEPARTMENT OF TRANSPORTATION REQUEST FOR APPROVAL OF SUBCONTRACTOR

					Contract Number_		
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*Check it DBE		Type or Bride	ge No		AND		
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a subcontract ollowing items		executed in v	willing with the above s	ubcontractor for the po	irpose of subjetting s	some or an or the	,
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					Chief, Bureau of C	Construction & Maint	enanc



# KANSAS DEPARTMENT OF TRANSPORTATION REQUEST FOR APPROVAL OF SUBCONTRACTOR

				Contract Number	511046452
County McPhe	rson		Project No. I135-059 KA 1608-01		· · · · · · · · · · · · · · · · · · ·
"Check if DBE		Туре о	r Bridge No. # 043, 044, 048, 049		
	We hereby	request	approval of Cillessen & Sons, Inc.		
FEIN No./sfx	4	8-12315	whose address is 8515 Greenbriar Ct. Wi	chita, KS 67226-1	817
-			as a Subcontractor on the above contract which was	entered into betw	een the Secretary
Secretary of Tra	nsportation	n of the S	State of Kansas and the Contractor on the 12th	day of	July 2011
A subcontract l		execute	d in writing with the above subcontractor for the purp	ose of subletting s	some or all of the
QUANTITY	UNIT	LINE NO.	ITEM DESCRIPTION	*UNIT PRICE	AMOUNT
1.000	LSUM	19	Traffic Control	24949.0000	\$ 24,949,00
143.400	STAL	20	Pavement Marking (Temp) 4" Solid Type I Tape	50.0000	\$ 7,170.00
16,504.000	LF	21	Pavement Marking Removal	0.1000	\$ 1,650.40
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"Remarks	Ear a DBS	provide		remarks attach a sep	arste sheet
It is being unders completion of the		e granting	of this request in no way relieves the original Contractor of their lie  Respectfully submitted. PbX Corporation & Sul		in the final execution and Contract
			Ву:	3.3	Compact
			DEPARTMENT OF TRANSPORTATION'S APPRO	JVAL	
Recommended			-70 , 20// Recommende	d	20
Ву	-	Field Cor	By	Distr	ict Engineer
Permission is	hereby g	•	or subletting the portions of the contract as set forth in		-
			Approved		, 20
			Bv		
					Construction & Maintenan



Sam Brownback, Governor Nick Jordan, Secretary

www.ksrevenue.org

# CETTECT OF THE CERMICE

Cillessen and Sons, Inc.

ISSUE DATE 04/25/2011

TRANSACTION ID
TVEE-VUT8-477A

CONFIRMATION NUMBER CSA9-254K-ADDA

TAX CLEARANCE VALID THROUGH 07/24/2011

Vestilization of this certificate can be obtained an our website, www.ksrevenue.org. or by calling the Kassas Department of Revenue at 785-296-3199

# KANSAS DEPARTMENT OF TRANSPORTATION REQUEST FOR APPROVAL OF SUBCONTRACTOR

1095

				Contract Number	505	096202
ounty Saline			Project No. 85 K 8307-01			
heck if		Type o	Bridge No. Grading Surfacing, Traffic Signals & Br.	Sta. 10+604.080		<u> </u>
DBE						
			approval of Kayton Electric, Inc.  whose address is P.O. Box 27, Holdrege	NE 68949		
EIN No./sfx	4	7-06231	as a Subcontractor on the above contract which wa	s entered into bety	veen the	Secretary
		-44-6	tate of Kansas and the Contractor on the 7th	day of	Septem	ber, 2005
ecretary of Irai	nsponatioi nae haan	execute	d in writing with the above subcontractor for the pur	pose of subletting	the follow	ving work:
( SUDOOTHI GOC)		LINE				
QUANTITY	UNIT	NO.	ITEM DESCRIPTION	*UNIT PRICE	Al	MOUNT
1.000	LSUM	4	Mobilization - Portion Only*	10000.0000	\$	10,000.00
1.000	LSUM	120	Electric Lighting System (Special)	175000.0000	\$	175,000.00
1.000	LSUM	121	Electric Lginting System (Pedestrian)	130000.0000	\$	130,000.00
1.000	LSUM	122	Traffic Signal Installation	66000.0000	\$	66,000.00
1.000	LSUM	123	Video Detection System	18500.0000	\$	18,500.00
1.000	LSUM	124	Emergency Vehicle System	2200.0000	\$	2,200.00
1.000	LSUM	147	Temporary Traffic Signals	16000.0000	\$	16,000.00
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it is being under completion of the	stood that the contract	ne granting	of this request in no way relieves the original Contractor of the		s in the fir	al execution and
			Respectfully submitted. King Construction Co	sinpany, inc.		Contract
			By:	Vind -		
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Recommended		9-2	/- , 20 <u>65</u> Recommen	ded		, 20
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•			nstruction Administrator			NO.
Permission la	s hereby (	granted	for subletting the portions of the contract as set forti			
			Approved			, 20
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				Chief, Bureau o	f Construc	tion & Maintenan

Rev. 08-02

D.O.T. FORM NO. 259

# CONTRACT CERTIFICATION OF SUBCONTRACTOR AFFIRMATIVE ACTION REQUIREMENT

		1/17/2017
		(Date)
I hereby o	certify that	
Prime Co	ntractor on Project No.	
will, subj	ect to the approval of KDOT, execute a subcontract with the firm of	
	he following will be accomplished in relation thereto: (The Contractor will check plicable to his contract).	the appropriate block or
	Federally-Aided contracts let in the Kansas City Hometown Plan of Johnson, Wand Leavenworth Counties. These contracts contain the applicable Required Couvering the Kansas City Hometown Plan and FHWA-1273.	
	<u>Federally-Aided contracts let outside of Hometown Plan Areas</u> . These contract applicable Required Contract Provisions, Specific Equal Employment Opportunand FHWA-1273. The requirements of this Contract Provisions will be physical into such subcontract.	nity Responsibilities,
	State Funded Contracts. These contracts contain the applicable Required Contraction Specific Equal Employment Opportunity Contractual Requirements. The application of this Contract Provision will be physically incorporated into such subcontract	cable requirements
	DERSTOOD THAT IT IS THE RESPONSIBILITY OF THE PRIME CONTRACTOR LL APPROPRIATE EEO PROVISIONS ARE ADHERED TO BY THE SUBCONTRA	
		ure of Prime Contractor or

Rev. 4-02 K.D.O.T. Form No. 260

### **CONTRACT CERTIFICATION** SUBCONTRACTOR AFFIRMATIVE ACTION REQUIREMENT

		9-12-05
		(Date)
I hereby ce	rtify that King Construction Company, Inc.	
Prime Cont	tractor on Project No. 85 K 8307-01, Saline County	
will, subject Kayte	ct to the approval of KDOT, execute a subcontract with the firm of on Electric, Inc., P.O. Box 27, Holdrege, NE 689	949
	e following will be accomplished in relation thereto: (The Contractor will disable to his contract).	check the appropriate block or
	Federally-Aided contracts let in the Kansas City Hometown Plan of Johns	on, Wyandotte,
	and Leavenworth Counties. These contracts contain the applicable Requi	red Contract Provisions
grand word	covering the Kansas City Hometown Plan and FHWA-1273.	
	Federally-Aided contracts let outside of Hometown Plan Areas. These co	ntracts contain the
	applicable Required Contract Provisions, Specific Equal Employment Op	portunity Responsibilities,
Daysolori	and FHWA-1273. The requirements of this Contract Provisions will be p	
	into such subcontract.	
	State Funded Contracts. These contracts contain the applicable Required	Contract Provision,
	Specific Equal Employment Opportunity Contractual Requirements. The	applicable requirements
	of this Contract Provision will be physically incorporated into such subco	
IT IS UNI	DERSTOOD THAT IT IS THE RESPONSIBILITY OF THE PRIME CON	TRACTOR TO INSURE

THAT ALL APPROPRIATE EEO PROVISIONS ARE ADHERED TO BY THE SUBCONTRACTOR.

Signature of Prime Contractor or Authorized Representative

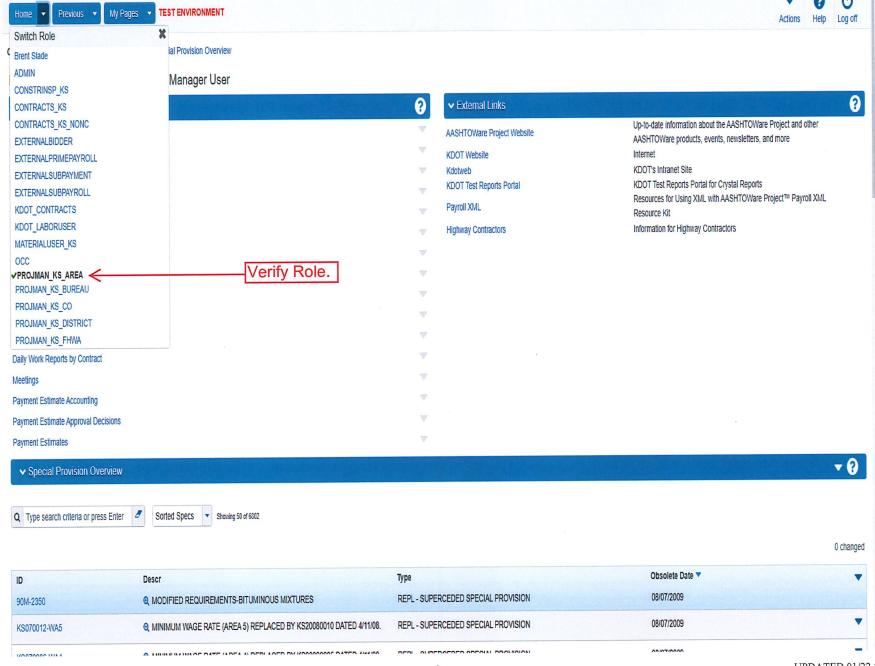
# **Subcontractor Approval Forms**

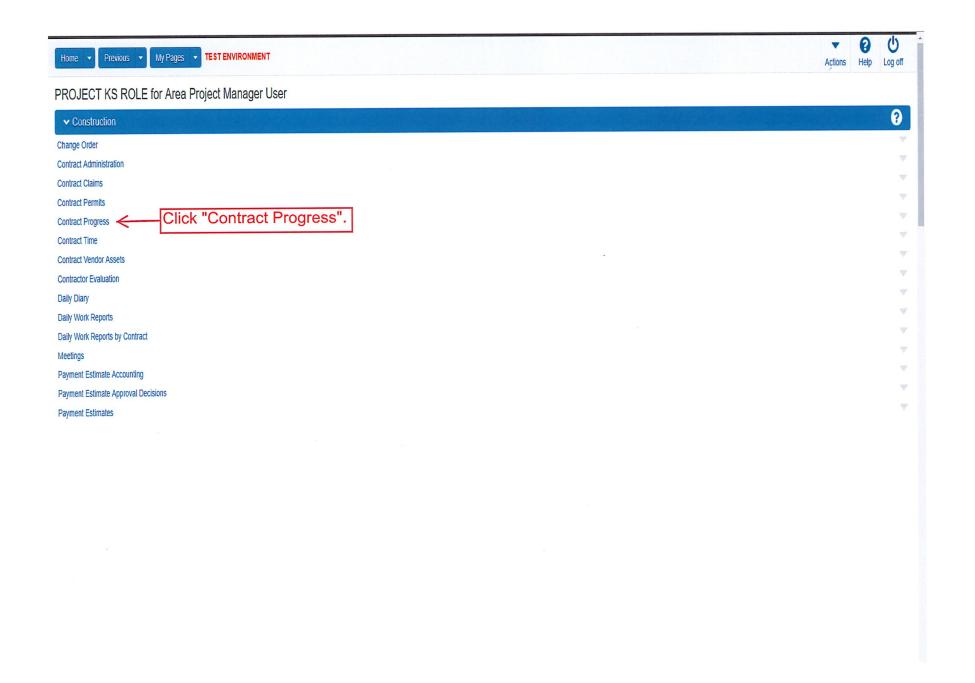
- Line-Item Numbers must be entered in the Remarks for all Subcontractor Requests in AWP
- If the sub-contractor is a DBE, make sure to enter the correct information in AWP
- T/S means Trucker or Supplier, if neither enter N for no
- Original means if this is part of the original contract. This will be entered yes the majority of the time

# AWP Instructions for entering sub-contractor's entries can be found on KDOT's website



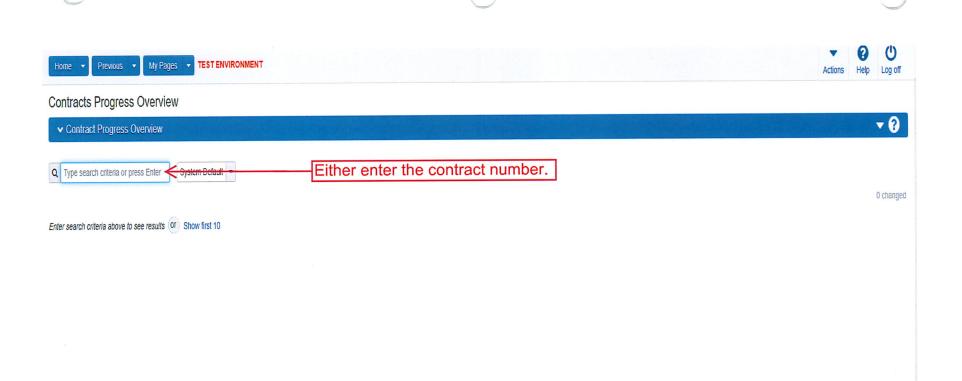
# SUBCONTRACTS USER GUIDE AGENCY

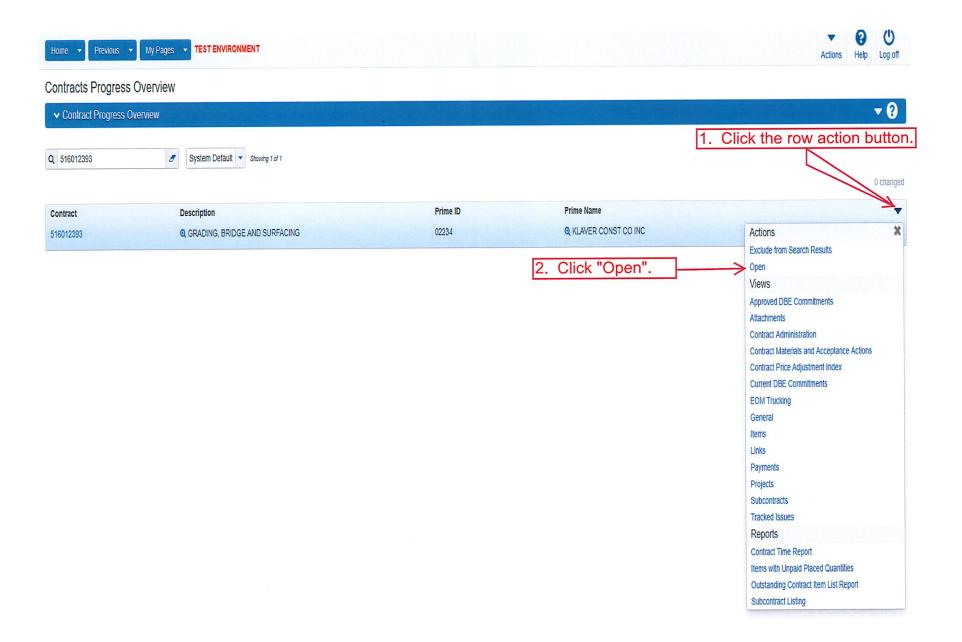




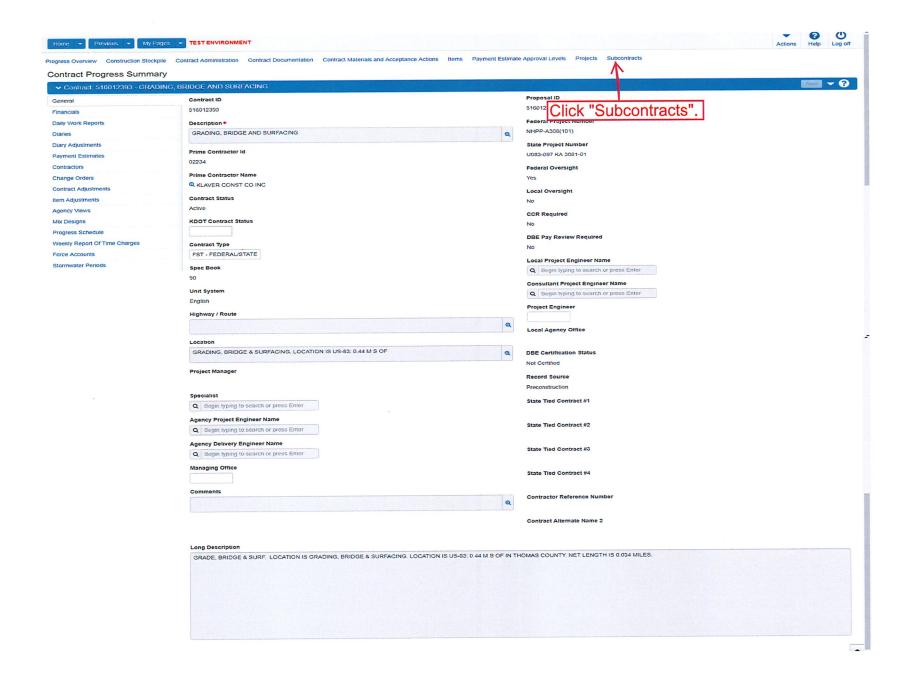
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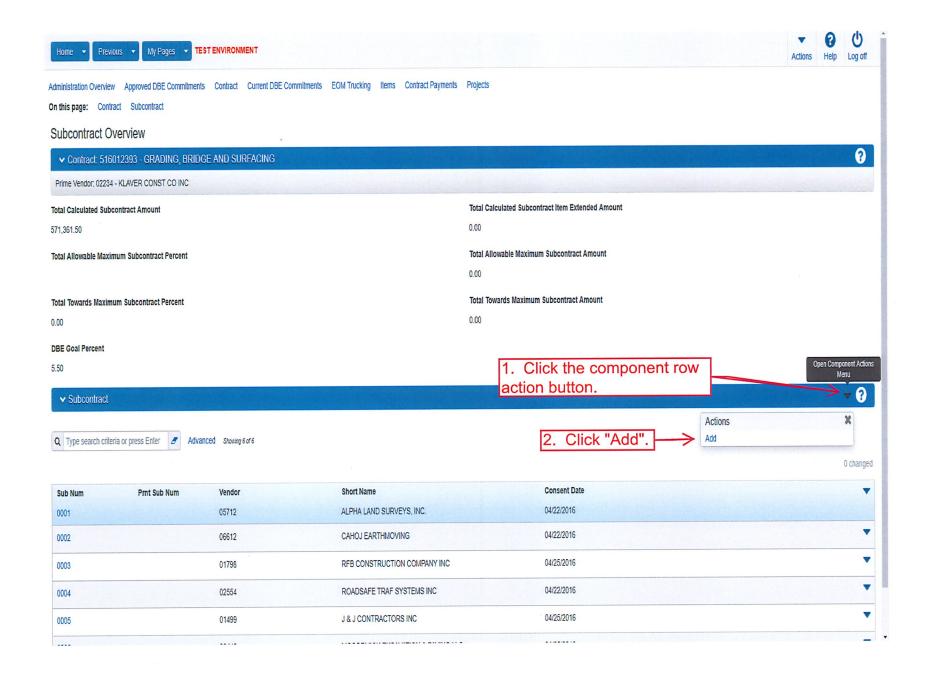
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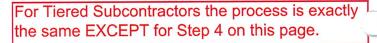


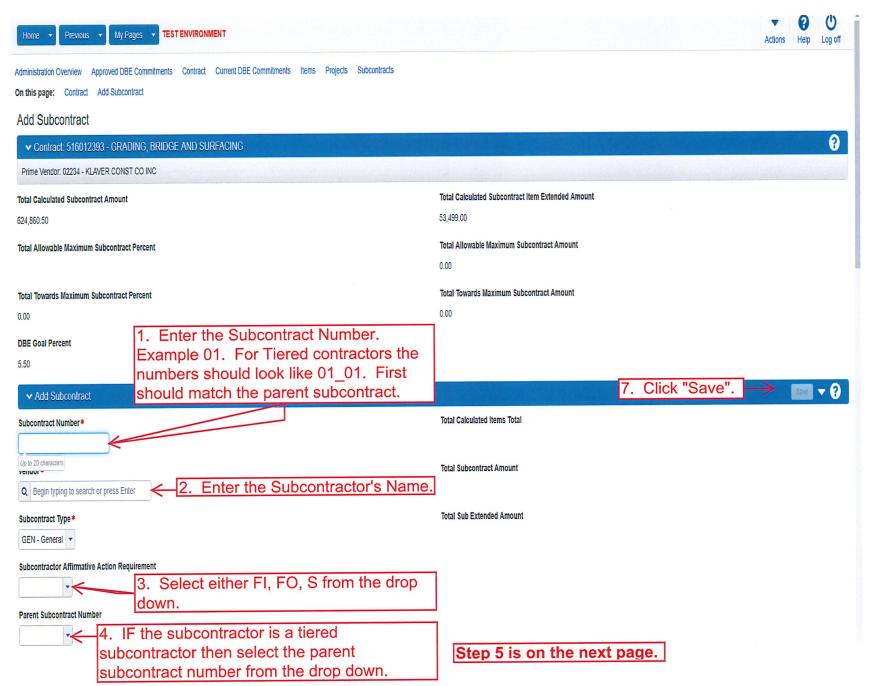


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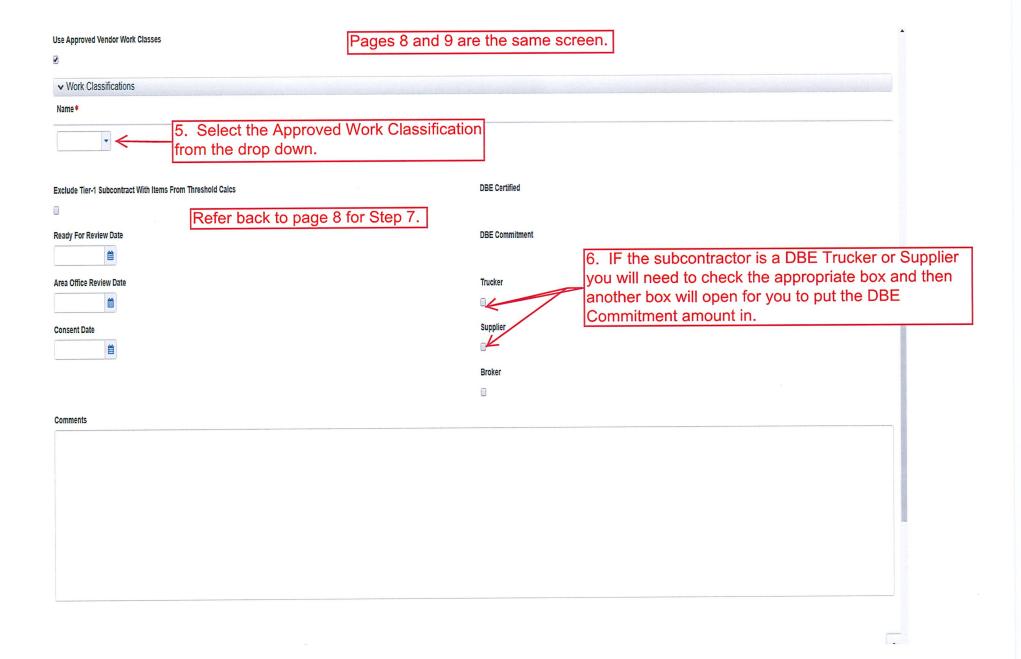
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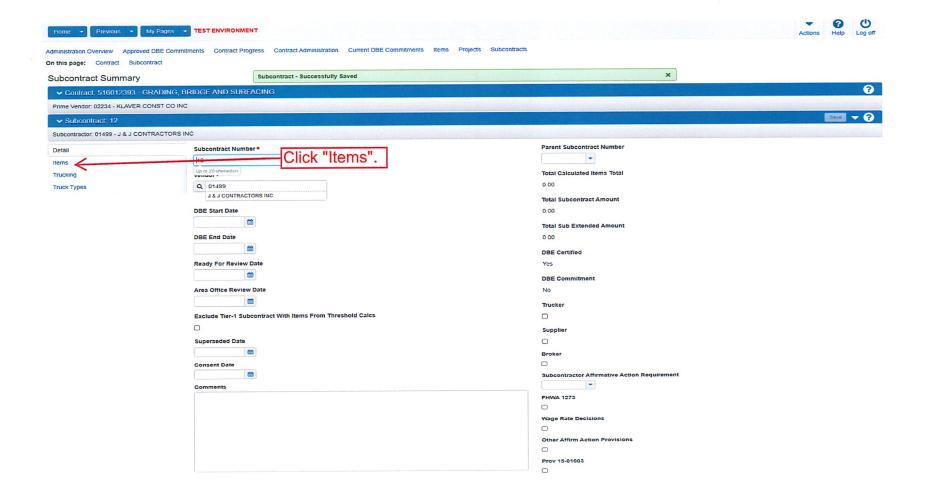
#### Pages 8 and 9 are the same screen.

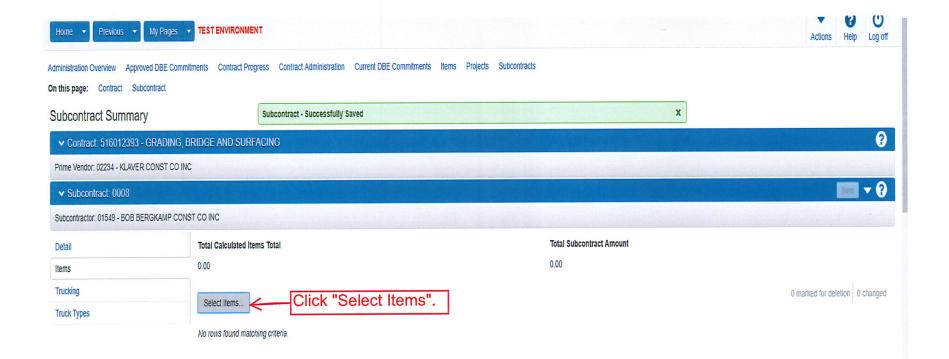


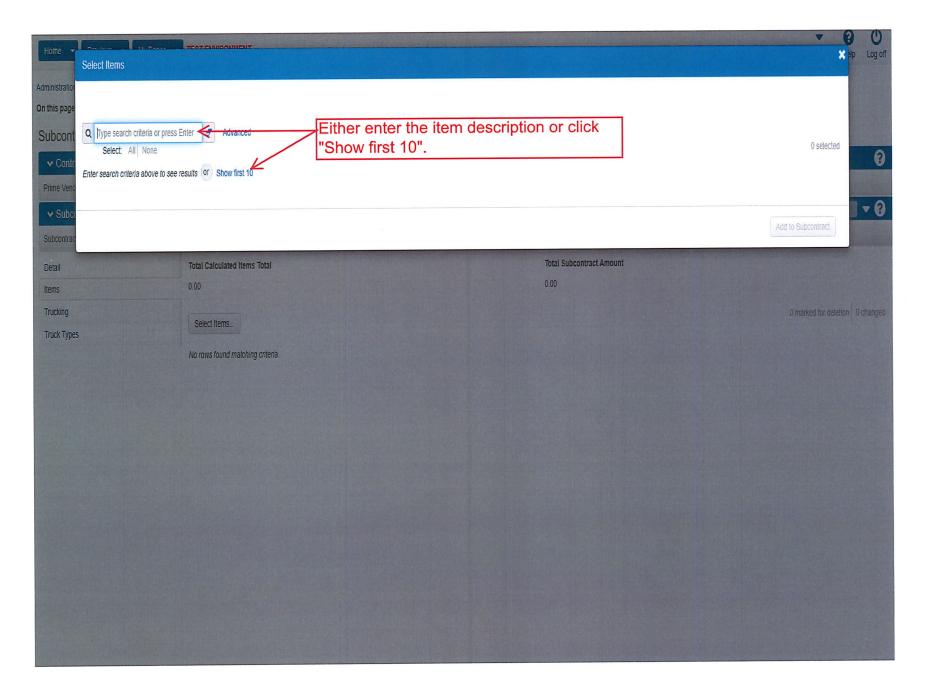


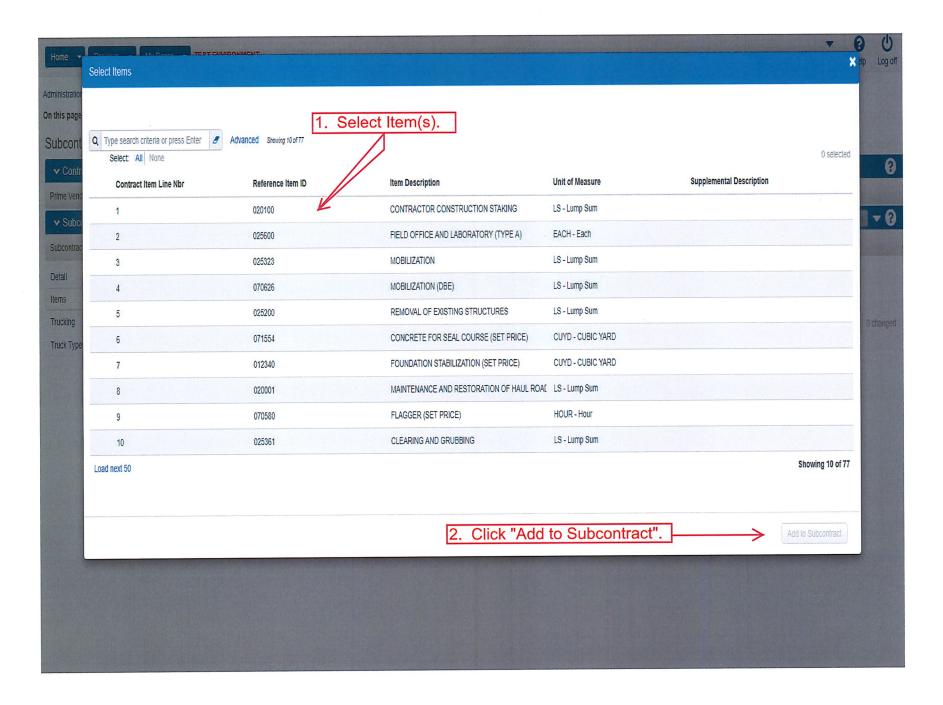
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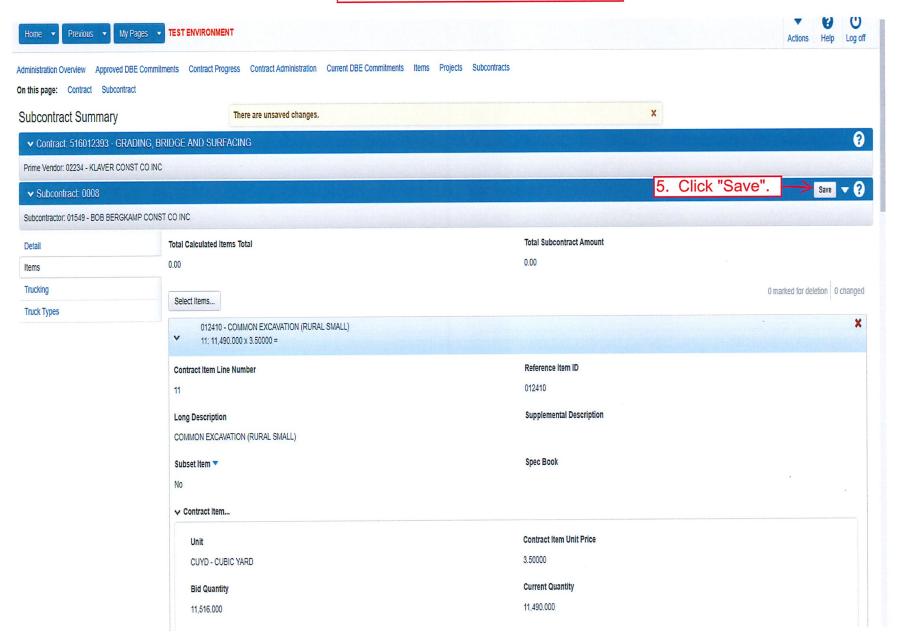




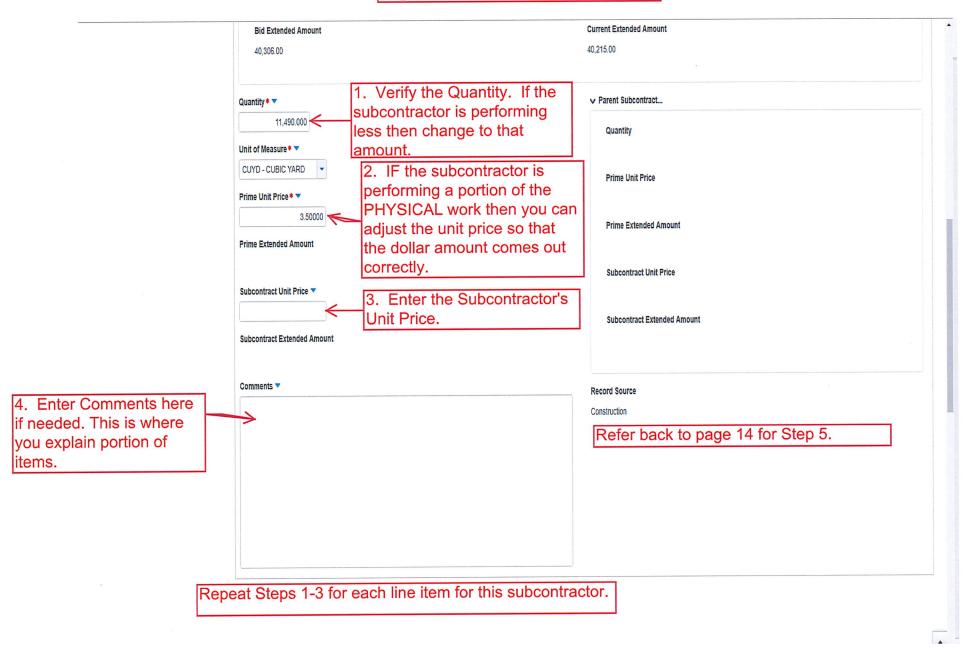


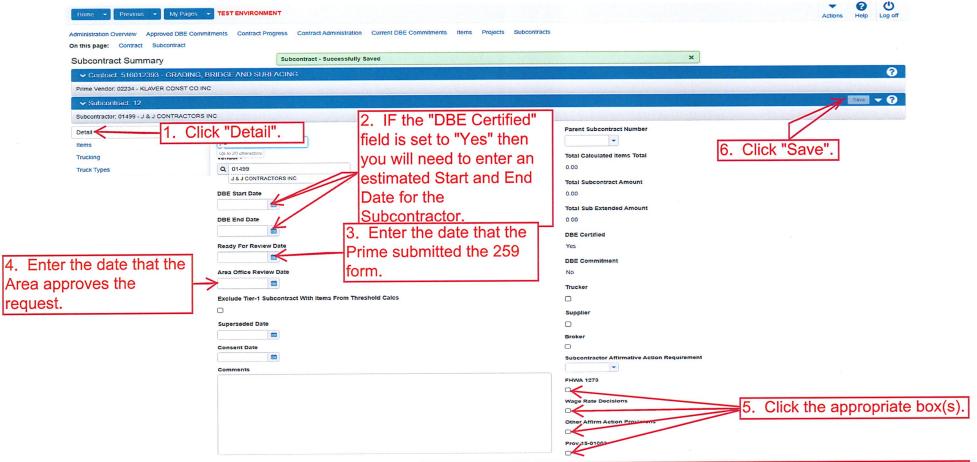






#### Pages 14 and 15 are the same screen.

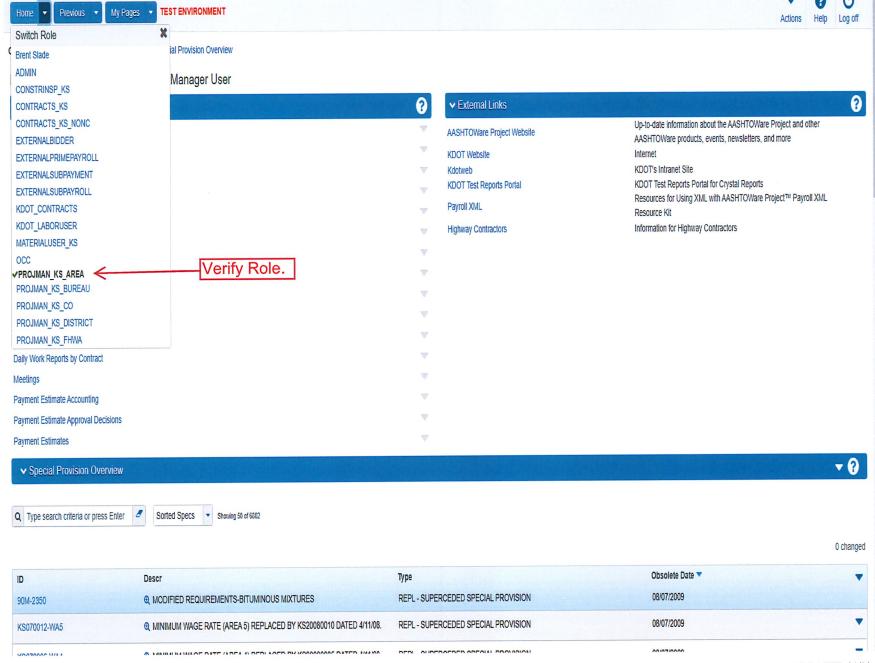


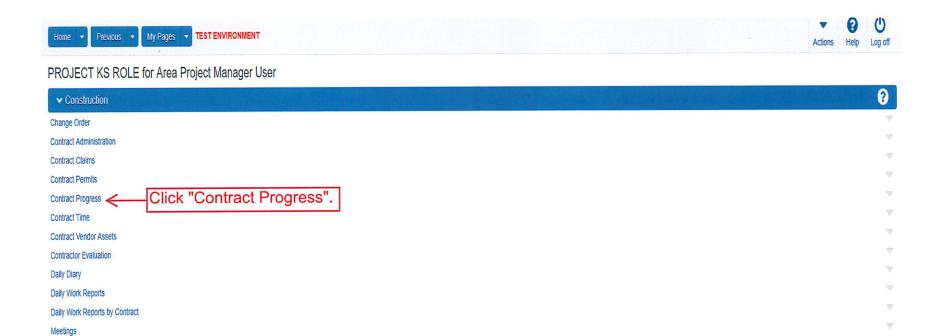


NOTE: For Federal Aid projects you will need to check the "FHWA 1273", "Wage Rate Decisions", "Other Affirm Action Provisions" boxes. IF they are State Funded you will need to check the "Prov 15-01003", Wage Rate Decisions", "Other Affirm Action Provisions".

The remaining pages of this User Guide contains information for Superceeding a Subcontract.

The rest of this guide is for SUPERCEEDING a Subcontractor.

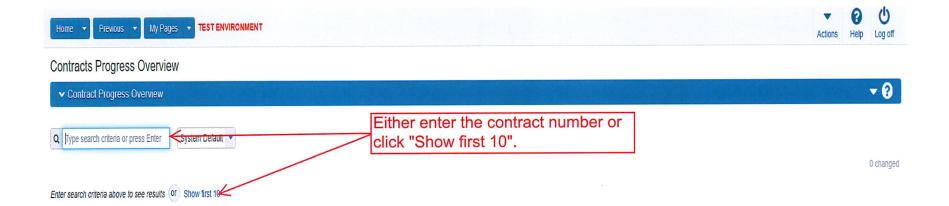


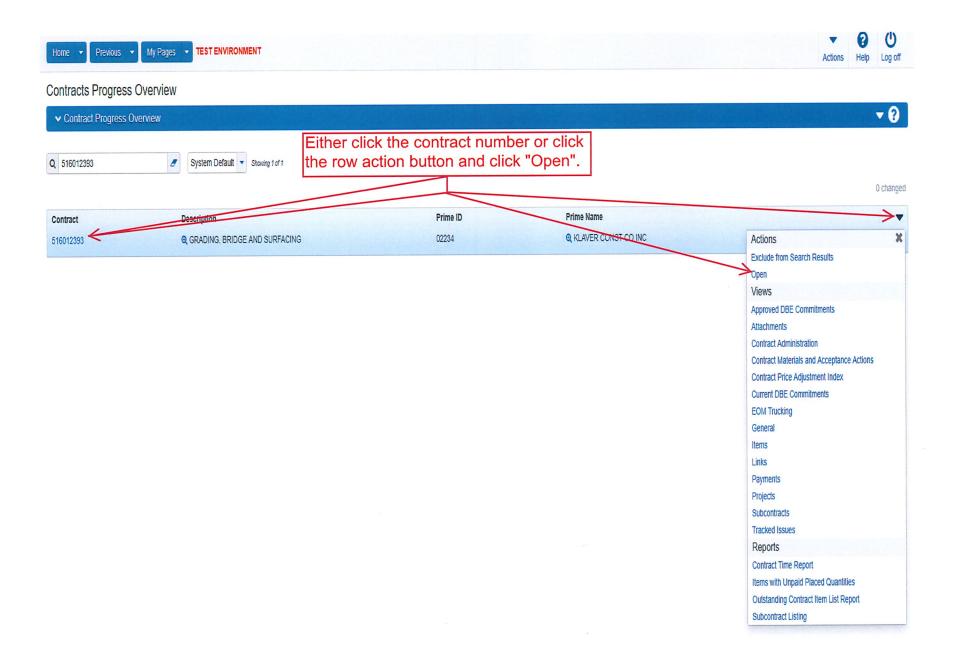


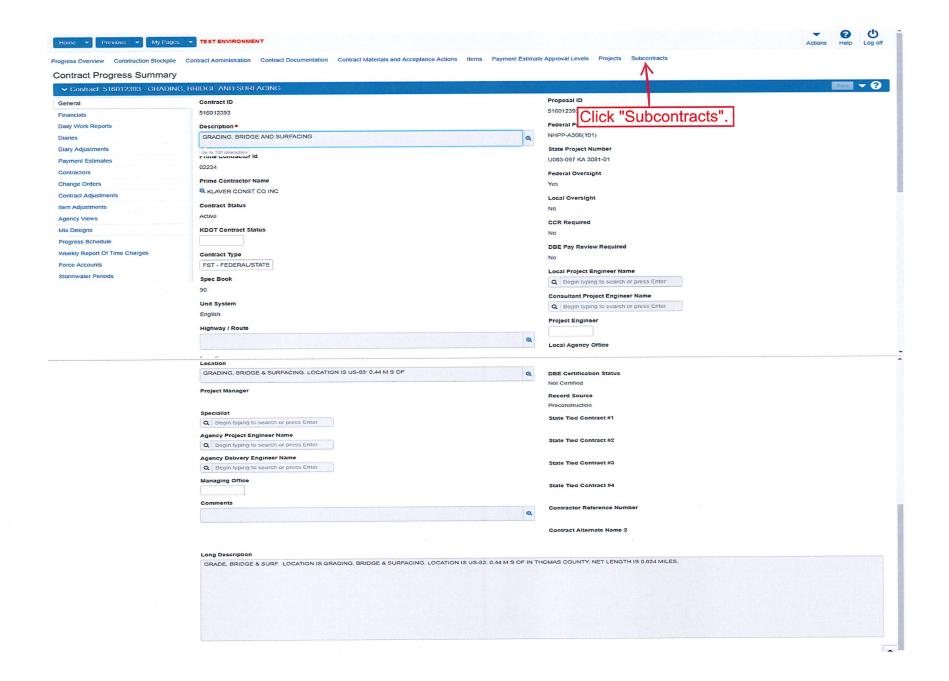
Payment Estimate Accounting

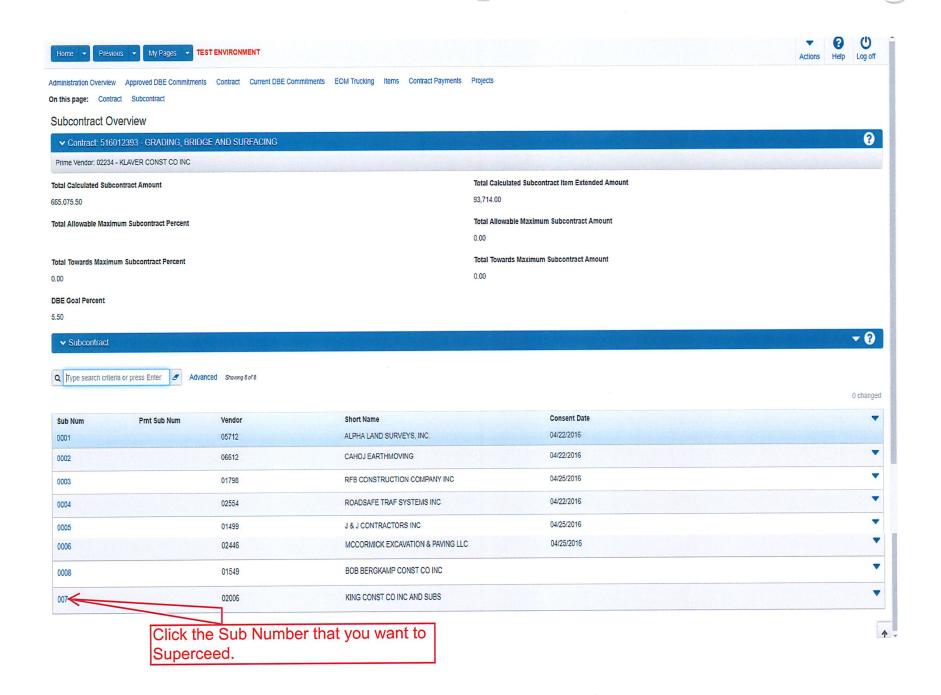
Payment Estimate Approval Decisions

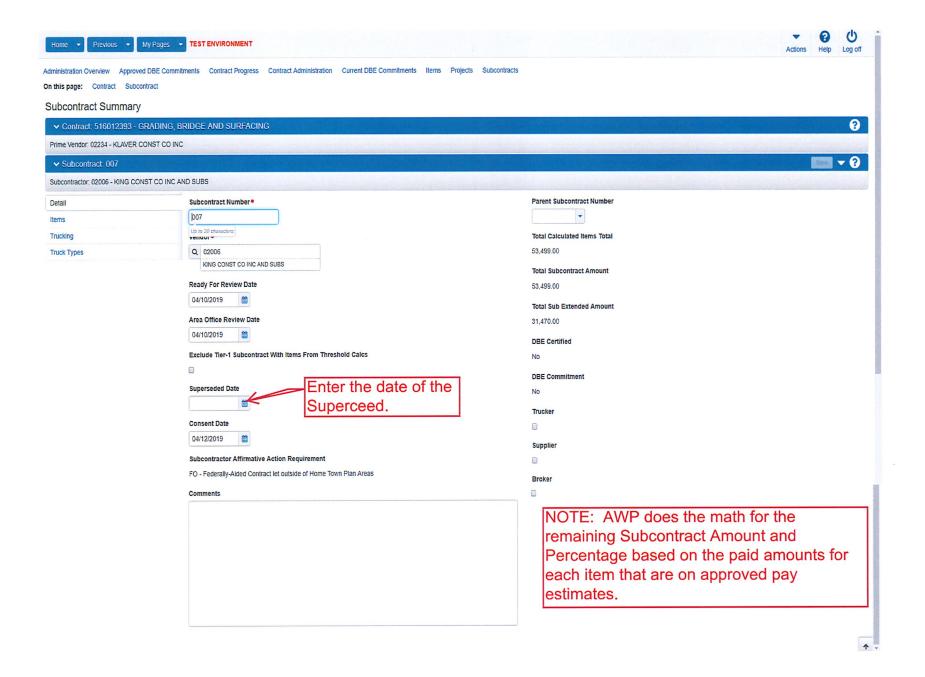
Payment Estimates











# **Second Tier Subcontractor**

- A second-tier sub is when a subcontractor subcontracts his work
- This requires additional information on the 259 form



# Supercede information

• This is required when a subcontractor faults on the job, such as going bankrupt or not completing the work.

# **Stored Materials**

- •2015 Standard Specifications Section 109.4
- OStored materials require proper certification and cannot be less than \$2,500.
  - OVerify the delivery amount and storage location of the material and pay only material amount, no sales tax.
  - Oldentify line items (bid items) that stored materials represent
  - •As the materials are incorporated into work the engineer will measure actual quantities and adjust stored materials
  - The value shall not exceed 90% of the contract price for the item of work in which these material will be incorporated. (checks are in place in AWP to prevent this)
  - The Stored Materials payment is made on the first pay estimate created after the Stored Materials have been entered into AWP.



#### **SECTION 109**

#### MEASUREMENT AND PAYMENT

#### 109.1 MEASUREMENT OF QUANTITIES

#### a. General.

- Measure all work using the United States Standard Measure or using the International System of Units (SI), whichever the Contract Documents specify;
- Use generally recognized methods of measurement and computations conforming to good engineering practices; and
- Measure structures according to neat lines shown on the plans or that the Engineer alters.

#### b. Temperature Corrections.

- (1) Correct all measurements to 60°F, unless the Contract Documents show otherwise.
- (2) For asphalt materials:
- Correct asphalt volume to 60°F using ASTM D1250 or using tables the Asphalt Institute publishes for emulsified asphalt temperature-volume corrections; and
- Measure tar according to ASTM D 633.

#### c. Measurement by Length.

- Measure items such as pipe culverts, guardrail, underdrains, and similar items by the linear foot parallel to the base or foundation; and
- Measure Stations horizontality by the 100 linear feet.

#### d. Measurement by Area or Volume.

- Make longitudinal measurements for area computations horizontally;
- Do not deduct for fixtures having an area less than 9 square feet; and
- Make transverse measurements for area computations using neat dimensions shown on the plans, unless the Contract Documents show otherwise.

#### e. Measurement by Weight.

- (1) Equipment. Provide and maintain weighing devices according to SECTION 152.
- (2) Weight.
- Measure ton as short ton consisting of 2,000 pounds avoirdupois;
- Measure aggregate weight in the saturated surface dry condition;
- For asphalt materials, accept certified scale weights as adjusted for loss from the car or waste;
- Adjust asphalt material weight for loss from foaming; and
- Accept asphalt material weight shipped directly from the refinery if measured with temperature compensating meters.

#### (3) Weighing Procedures.

- Weigh on accurate and approved scales (see subsection 152.2);
- Zero balance scales every day before beginning weighing operations. Make a minimum of 2 random zero balances during the day and record the results;
- 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 0.25%. If the difference exceeds 0.25%, recertify the scales according to subsection 152.2;
- Make sure the scale operator obtains and records in bound field book a minimum of 2 tare weights each day. (Exception: This is not required if scale operator uses an electronic scale system with an automatic print-out to weigh materials);
- Use either KDOT Form No 251A or Contractor-furnished materials receipts (including print-outs) in quadruplicate including the following required information:
  - Type of material;

- KDOT Project Number;
- Date;
- Truck Number:
- Gross Weight;
- Tare Weight;
- Net Weight;
- Deductions for Moisture (M), Soft friable material (SFM), Wash (W) graduation under 4.00, if applicable;
- Pay Quantity;
- % Total Moisture:
- Location for initials of Scale Inspector; and
- Location for initials of Road Inspector; and
- Complete and sign the KDOT Form No 251A or Contractor-furnished materials receipts.
  - Give original and first copy to the truck driver. Make sure truck driver gives both the original
    and copy to the designated Inspector. The Inspector will document receiving the tickets by
    initialing both receipts, retaining the original, and returning the copy to the truck driver;
  - Retain one copy for the Contractor; and
  - Leave the third copy with the scale documentation.

(4) Scale Operators. Do not change scale operators except in circumstances beyond the Contractor's control and after the Engineer approves the change.

#### f. Other Weight Conditions.

- The Engineer will use weight tickets to initially accept and pay for stored materials shipped by rail or truck. (Final payment will be based on actual weight measured on the Project.); and
- The Engineer will not use truck or rail car weights for materials passed through mixing plants.

#### g. Materials Measured by Volume.

- Measure volume at point of acceptance;
- Use any size vehicle within the legal weight constraints if volume can be readily determined;
- Load vehicles to their water level capacity;
- At the point of delivery, the Engineer may require the load to be leveled in the vehicle before acceptance; and
- Before the Contractor begins delivering a volume pay item, the Engineer may convert the volume of
  materials to weight of materials. The Engineer and Contractor shall determine and agree to the weight
  to volume conversion factors. Use KT methods, when applicable.

#### h. Miscellaneous Materials Measurements.

- Wire Gage or Gage means the wire size number specified in AASHTO-M32;
- Measure timber by the thousand foot board measure (M.F.B.M.) incorporated into the structure based on nominal width and thickness and the extreme length of each piece; and
- Unless the Contract Documents specify otherwise, the Engineer will accept manufacturer's
  measurements for standard manufactured items such as fence, wire plates, rolled shapes, and pipe
  conduit that are identified by gage, unit weight, or section dimensions.

#### i. Computed Quantities.

- (1) Use the following methods to compute volumes of excavation:
- average end area method;
- photogrammetric measurements and computer calculations with the Engineer's approval; or
- other methods the Bureau of Construction and Materials accepts to compute volumes of excavation.
- (2) Use standard engineering calculations to compute areas and volumes from measured dimensions.

#### 109.2 SCOPE OF PAYMENT

- a. Pay Items. The Secretary will pay unit prices or lump sum prices (contract prices) for the various contract pay items as designated in the Contract Documents.
- b. Original Contract Work. Accept payment of the contract prices in the "Schedule of Prices" as full compensation for performing all work necessary to construct or reconstruct the Project and for accepting all risk, loss, damage, and expense for which the Contractor is responsible under the contract.
- c. Subsidiary and Incidental Work. The Secretary will not consider subsidiary and incidental items for separate payment. Include costs for subsidiary and incidental work in the contract unit prices or lump sum prices.
- d. Price/Pay Adjustment Factors, Damages, and Bonuses. Accept adjustments to contract prices and accept contract deducts, damages, bonuses, incentives, or any combination of these items the Contract Documents specify.
  - e. Contract Changes. Accept payment for Contract Changes under SECTION 104.

#### 109.3 FORCE ACCOUNT PAYMENT

If the parties are unable to agree upon the amount of compensation for extra work, the Secretary may require the Contractor to perform specific work on a force account basis. Compute force account costs as follows:

#### a. Labor.

- (1) Wages.
  - (a) The wage rate agreed upon in writing before beginning the force account work for the number of hours all workers and foremen are actually engaged in such work.
  - (b) Contractor's overhead and profit: The sum of 20% plus the percentage for bond, insurance, and taxes calculated under subsection 109.3b. multiplied by the sum of the wages calculated under subsection 109.3a.(1)(a).
- (2) Fringe Benefits.
  - (a) Costs paid for, health and welfare benefits, pension fund benefits, or other such benefits but only if the law, collective bargaining agreement, written employment contract, or Contractor's written company policy requires payment for such costs.
  - (b) Contractor's overhead and profit: 15% of the sum of the allowances in subsections 109.3a.(2)(a).
- (3) Subsistence and Travel Allowances.
  - (a) The actual daily cost per worker paid for subsistence and travel allowances (allowances) agreed upon in writing before beginning the force account work for the days all workers and foremen are actually engaged in such work. If a worker performs the force account work for more than 60% of the worker's day, KDOT will pay 100% the worker's daily allowance. If a worker performs the force account work for 60% or less of the worker's day, KDOT will pay 50% of the worker's daily allowance.
  - (b) Subsistence and travel allowances costs are only paid if the law, collective bargaining agreement, written employment contract, or Contractor's written company policy requires payment for such costs.
  - (c) Contractor's overhead and profit: 15% of the sum of the allowances in subsections 109.3a.(2)(a) and (b).
- b. Bond, Insurance, and Taxes. The rate (shown as a percentage) the Secretary establishes and adjusts periodically for bond costs, unemployment insurance contributions, social security taxes, medicare and insurance premiums (property damage, comprehensive liability, automobile liability, and worker's compensation) that the force account work causes.

#### c. Materials.

(1) The actual costs of materials the Engineer approves and the Contractor uses or consumes in the force account work.

(2) Contractor's overhead and profit: 15% of the sum of the material costs calculated under subsection 109.3c.(1).

#### d. Equipment.

- (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). The rate to be paid will be the monthly rate set forth in the <u>Blue Book</u>. 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.
  - (2) Transportation costs to and from the site of the work if:
  - the equipment is obtained from the nearest approved source;
  - the return charges do not exceed the delivery charges;
  - haul rates do not exceed the established rates of licensed haulers; and
  - the equipment is not already available on the Project.
- (3) Standby rates for idle equipment (hourly rental rate minus the hourly operating cost) times 0.5 for equipment not operating during normal working hours if:
  - the equipment is used in the force account work; and
  - the Engineer orders the Contractor to keep the equipment on the Project.
- (4) Contractor's overhead and profit: No allowance will be made for overhead and profit on the items in subsections 109.3d.(1), (2) and (3).
- e. Limitation on Compensation. The Secretary will not pay superintendents, the use of small tools, or other costs for which no specific allowance is provided in this subsection 109.3.

#### f. Required Verification and Documentation.

- (1) Daily, the Contractor's representative and the Engineer shall compare and agree upon the records of labor, equipment, and materials used for the force account work.
- (2) To receive payment, provide itemized statements of the costs of such force account work detailed as follows:
  - name, classification, date, daily hours, total hours, wage rate, and extensions thereof for each worker and foreman;
  - quantities of materials, prices, and extensions thereof and transportation costs for materials. Attach
    invoices for all materials used or consumed. If the Contractor takes the materials from its own
    inventory, provide an affidavit certifying that:
    - the material was taken from inventory;
    - · the quantity claimed was actually used; and
    - the price and transportation costs claimed represent the Contractor's actual costs; and
  - designations, dates, daily hours, total hours, rental rates, and extensions thereof for each unit of
    equipment and transportation costs for equipment.
- (3) If the Engineer cannot verify the itemized statement from KDOT's Project records, KDOT may conduct a complete audit of the Contractor's force account records.
- g. Payment of Force Account Work or Negotiated Work Performed by 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 or the Contractor hires subcontractors, leased trucking, or other trucking, the Contractor shall receive overhead in the amount shown in **TABLE 109-1**. The "Dollar Amount of Work" shall be the total amount determined for the subcontractor or leased trucking using the requirements shown in **subsections 109.3a**. through **109.3f**. or the subcontractor's or leased trucking's negotiated price.

OR NEGOT	OR CONTRACTOR'S OVERHEAD FOR FORCE ACCOUNT WORK HATED WORK USING HIGHWAY SUBCONTRACTORS, LEASED AND OTHER TRUCKING			
Dollar Amount of Work	Add on for Overhead to compensate Contractor for administrative expenses incurred in additional subcontract work and additional trucking			
\$0 to \$50,000	5%			
\$50,000 to \$100,000	\$2500 plus 3% for any amount over \$50,000			
Over \$100,000	\$4000 plus 1.5% for any amount over \$100,000			

#### 109.4 STORED MATERIALS PAYMENTS

- a. Request payment for properly stored nonperishable materials when the value of the stored material is a minimum of \$5,000.00 for each individual item of material, unless otherwise approved by the Engineer. Only include the actual material and shipment costs in the request. Do not include any testing fees, stockpiling costs, sales tax, etc.
  - When requesting payment for stored materials, verify the quantity of materials stored and the value of
    the material. Identify the contract line item numbers (bid items) representing the stored materials and
    the quantities of stored materials assigned to each designated contract line item number. Provide
    required certification for all stored materials according to the Contract Documents;
  - As the materials are incorporated into the work, the Engineer will measure actual quantities and adjust the stored materials payment by the actual quantities incorporated. Upon receiving each payment voucher (progress payment), verify the accuracy of the stored materials paid for to date and advise the Engineer of any discrepancy; and
  - After receiving payment for the stored materials, pay subcontractors and suppliers according to subsection 109.6.
- **b.** The Engineer will pay stored materials for nonperishable material the Contractor manufactures using its own forces. Before payment, the Contractor and Engineer shall agree upon and verify the delivery amount and storage location. The Engineer may pay for materials stored properly at a fabricator's or manufacturer's facility if the material is specifically identified for a KDOT Project.
- c. The value of stored materials shall not exceed 90% of the contract price for the item of work in which these materials will be incorporated.
- d. Assume liability for stored materials lost by deterioration, waste, theft, or other natural or man-made actions.
- e. Stored materials payment requests will not be accepted if the material is scheduled for use within 30 days of the request.

#### 109.5 PROGRESS PAYMENTS

- a. Work Accomplished. The Engineer will make an approximate estimate of the work accomplished (considering price and pay adjustment factors) and pay for this work (progress payment) at intervals not to exceed one calendar month. Request progress payments at more frequent intervals, if desired. The Engineer may withhold from progress payments liquidated damages, reimbursement for remedial work under subsection 105.5f., excess costs for breach of contract, final cleanup work expenses, and other deducts the Contract Documents specify.
- b. Contract Proceeds. Obtain the Engineer's and Surety's written consent to assign contract proceeds to creditors.
- c. Payment for Contract Bond. If requested and upon receiving an invoice, KDOT will make payment for the premium amount of the Contract Bond. The payment will be made with the following conditions:
  - The premium shall be greater than \$5,000.00;

- The invoice shall list the premium for each Project when the invoice includes multiple projects;
- Payment will be shown as "Contract Bond" on intermediate payments; and
- When the Contractor has earned 50% of the "Original Contract Amount", the Engineer will remove the payment for "Contract Bond" from future progress payments.

**Note:** The Percent of Original Contract Amount = the amount earned by the Contractor\* divided by the total dollar value of the original contract (all bid items).

\*Do not include monies earned for "Contract Bond", "Mobilization", "Traffic Control (Lump Sum)", "Contractor Construction Staking" and "Stored Materials".

#### 109.6 PAYMENTS TO SUBCONTRACTORS & SUPPLIERS

- a. Definitions. For purposes of subsections 109.6 and 109.7, 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 and a copy of materials purchase orders for 1<sup>st</sup> tier subcontractors providing materials. 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) Within 15 calendar days after receiving payment from the Secretary, submit to the Engineer a "Certificate for Subcontract Work and Payment", KDOT Form No. 1010, containing the following representations:

"I certify that the Contractor received payment from the Secretary on <u>(date)</u> and, within 10 calendar days after this date, paid the subcontractors named below for the work those subcontractors completed on or before the payment voucher's "Paid To Date"." [Signed by Contractor's representative].

Note: More than 1 subcontractor may be shown on KDOT Form No. 1010.

#### 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. 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, writing this information on the "Certificate for Subcontract Work and Payment", KDOT Form No. 1010. 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.

#### 109.7 SANCTIONS FOR FAILURE TO PAY PROMPTLY

a. If a Contractor fails to comply with the payment requirements of subsection 109.6 without good cause, pay an interest penalty to the affected subcontractor. Compute the interest penalty at the rate of 1.5% per month on the amount of money owed the subcontractor. The interest assessment will begin on the day after payment is due

under subsection 109.6 and will continue until the Contractor has paid the amount of money owed the subcontractor.

- b. If a Contractor fails to comply with the certification requirements of subsection 109.6, the Secretary may impose liquidated damages of \$50.00 per calendar day per subcontractor for each day certification is late.
- c. If a Contractor submits a certification stating payment has been made but knowing payment has not been made as subsection 109.6 requires (false certification), the Secretary may impose liquidated damages of \$50.00 per calendar day per subcontractor for each day the certification remains false.
- d. If a Contractor fails to comply with the payment requirements without good cause, submits a false certification, or repeatedly fails to comply with the certification requirements of subsection 109.6b., the Secretary may adjust a Contractor's qualification rating, declare the Contractor is not a responsible Contractor, suspend a Contractor from bidding, or debar a Contractor from bidding.
  - e. For each violation of subsection 109.6, a Contractor may receive one or more of the sanctions provided.

#### 109.8 PROVISION FOR LOWER-TIER SUBCONTRACTORS

#### a. Definitions.

- Lower-tier subcontract means a contract for supplies, materials, service, or a combination thereof between a subcontractor and a party other than the Contractor; and
- Lower-tier subcontractor means an entity that provides a subcontractor supplies, materials, services, or a combination thereof to complete a subcontract.
- b. Progress Payments. Include in all subcontracts a provision that requires the subcontractor to pay all lower-tier subcontractors within 10 calendar days after the subcontractor receives payment from the Contractor. Include a good cause exception clause to such prompt payment similar to the one contained in subsection 109.6d.
- c. Retainage. Include in all subcontracts a provision similar to subsection 109.6c. that prohibits the subcontractor from withholding retainage from bonded lower-tier subcontractors and requires the subcontractor to release retainage to all unbonded lower-tier subcontractors.
- d. Administration. The Contractor is responsible for administering this provision. KDOT will not monitor prompt payments to lower-tier subcontractors. KDOT may investigate payment complaints lower-tier subcontractors make to KDOT.

#### 109.9 FINAL PAYMENT AND CORRECTIONS AFTER FINAL PAYMENT

- a. Final Payment. Final payment will reflect the contract amount adjusted by approved contract adjustments (Change Orders) minus all previous payments and deductions. The Secretary will issue final payment after the following events occur:
  - the Engineer issues Notice of Acceptance of Contract under subsection 105.16b.;
  - the Engineer prepares a final estimate of the value of all work;
  - the Contractor signs the final estimate;
  - the Contractor submits an Affidavit of Contractor, swearing that the Contractor has paid all debt the contract requires;
  - the Surety executes a Release of Final Estimate; and
  - the Bureau of Construction and Materials reviews the final paperwork, including the signed final estimate.
- b. Release of Secretary. By accepting the final payment, the Contractor releases the Secretary from all claims arising out of the work except for claims caused by correction of errors in quantities, measurements, or certifications (payment corrections) discovered after final payment. The Secretary is not released from liability for payment corrections until 3 years from the date of final payment. Nothing in subsection 109.9 permits the

Contractor to file claims under SECTION 104 for additional time, additional money, or both after final payment rather than at Notice of Acceptance as provided in subsection 105.16b.

- c. Release of Contractor and Surety. By issuing final payment, the Secretary releases the Contractor and Surety from further costs necessary to construct the Project except for costs incurred due to latent defects; costs incurred because of the Contractor's breach of warranty, breach of guaranty, fraud, or misrepresentation; and costs resulting from correction of errors in quantities, measurements, or certifications (payment corrections) discovered within 3 years from the date of final payment. See subsection 108.12 for the Contractor's and Surety's release of liability from further construction obligations after Notice of Acceptance of Contract.
- d. Field Audit Corrections. The Contractor and Surety understand that the KDOT Bureau of Fiscal Services audits the Project after final payment rather than before final payment. Despite final payment, the Secretary will correct quantity, measurement, or certification errors discovered during a final audit. If the correction is favorable to the Contractor, the Secretary will pay the Contractor the amount owed. If the correction shows KDOT overpaid the Contractor, pay the Secretary the amount owed. If the Contractor fails to pay the amount owed, the Surety shall pay the amount owed. Neither party nor the Surety has obligations under this subsection 109.9 after 3 years from the date of final payment. The Surety shall have no claim or defense that KDOT's alleged negligence in computing quantities, computing measurements, or reviewing quantities, measurements, or certifications during construction and before final payment prejudiced the Surety's rights or voided the Surety's obligations under this subsection 109.9.

#### 109.10 RESPONSIBILITY FOR PAYMENT

The Secretary will pay for work with warrants as state law allows.

# **Stored Materials**

- How to do Stored Materials
  - The material description needs to be in sequential order followed by material description (Refer to AWP manual)
  - Need to create a conversion factor
    - This conversion factor is necessary to make sure that all of the dollar amount in stored materials is zeroed at plan quantity
    - You will need the contract number, invoice number, date, materials description, UOM, invoice quantity, invoice dollar amount, line number, work quantity, and conversion factor

# stored materials entries are called construction stockpile in AWP



# Information needed from contractor

- Copies of invoice for materials to be stored
- Verification that the material is stored properly
- The line item the material will be stored for
- Has any work been already done and paid for on that line item?
- Invoice quantity cannot be more than the line-item quantity



### REQUEST FOR PAYMENT OF STORED MATERIALS

Project Numb	per:					
Contract Numb	per:					
Invoice Number And Date	Materials Description	Contract Line No.	Unit Price	Invoice \$ Amount		
		Total R	equested:			
th St pe m	one invoice covers multiple line e invoice to be assigned to each fored materials are assigned to a ercentage of line item complete. ent to the Prime Contractor then voice amount is deducted from	given line item a If a line item is 25% of that Sto	act line i and dedu 25% cor	tem.  cted by the  nplete by pay-		
2015 Star	ndard Specifications: section 109	9.06(a) Partial Pa	ayments	Provisions.		
Remarks:						

Shown below is an example of an invoice submitted for Stored Materials:

GI GERDAU AMERISTEEL

REMIT TO: GERDAU AMERISTEEL

P.O. BOX 116660 ATLANTA GA US 30368-6660 (816/231-3110)

KING CONSTRUCTION CO. INC.

KING CONSTRUCTION CO., INC.

P O BOX 849 HESSTON

67062

PROJ 23-C-3890-01

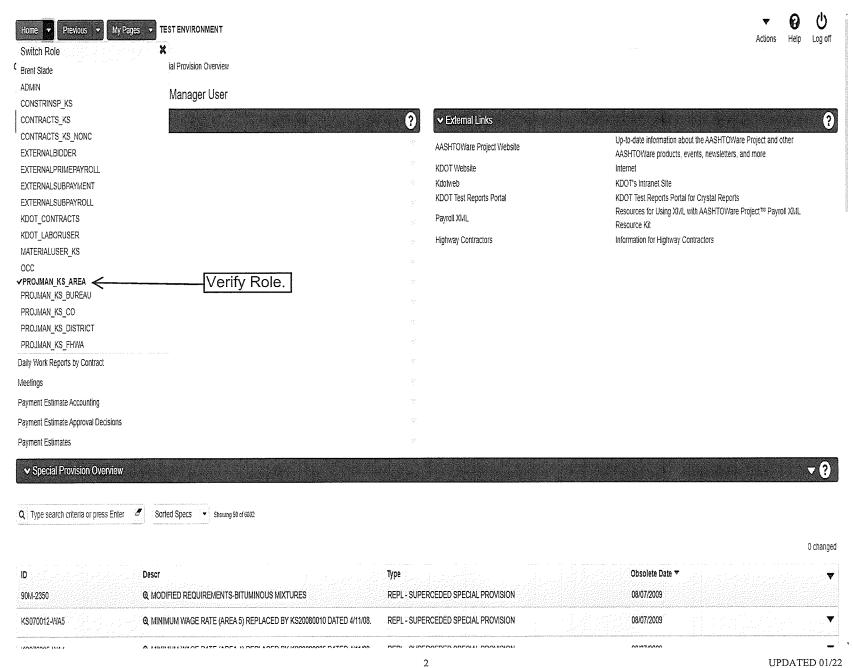
INVOICE NO.	INVOICE DATE			
1913003784	08/30/2007			
BOL NO.	BOL DATE			
1913-003021	08/29/2007			
SHIPPING	LOCATION			
KANSAS CITY REBA	R COATING PLANT			
CARR	IER			
MOORE				
F.O.	В.			
JOB SITE				

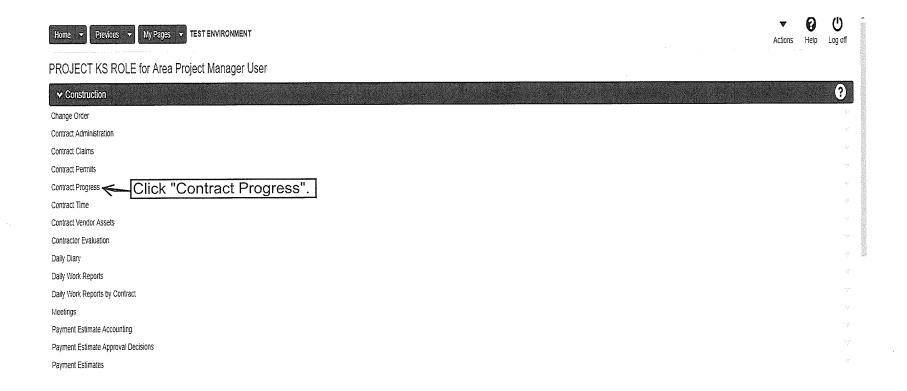
INVOICE

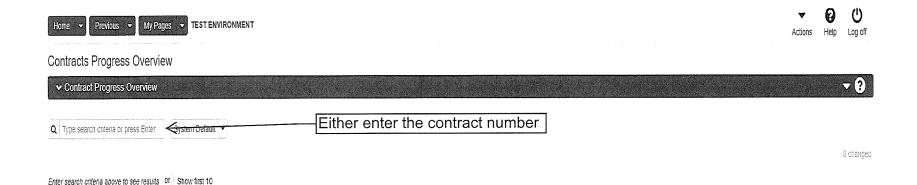
CUSTOMER NO.	JOB NG.	CUSTOMER P.O. NO.	TERMS		TAX		COUNTY	CITY	BALES
60330248	1913 -0351			NOT TAXABL	E N				RLT
QTY	PRODUCT	DESCRIPTION				100			
	BLVKAT	REINFORCING STEEL PER RELEASE RS CONTROL CODE VKA, DRAWING NUMBER MATL FOR ABUT 2- PH 1- 80046			15,5	15,585		000 CWT	7,309.3
	BLVKAR	CONTROL CODE VKA.	REINFORCING STEEL PER RELEASE R6 CONTROL CODE VKA, DRAWING NUMBER MATL FOR ABUT 1- PH 1- #0046			15,798		46.9000 CWT	
	BLVKAN	REINFORCING STEEL CONTROL CODE VKA, MATL FOR PIERS 1/2-	DRAWING NUMBER		37,9	-1	46.9	000 CWT	3,067.2
								Total les Tax Total	17,785.85 .00
CCDTIC Subset is the steady-atoms and battle in affect on the tate of the stead of the filt of Lading, the property described above in apparent out order, religious to the steady as make I towered, and constitute of constitute of processors (in matter consistent), and other shocks of constitute of the steady		done in apparent branch shows which property under the is foots to seek and as to seek purty	RECEIVED						
	to the dissipated and of any case of country. Sud every privace to be performed homewhat that he deleted to all the tot of leading forms and them to be performed published to the country of the country								

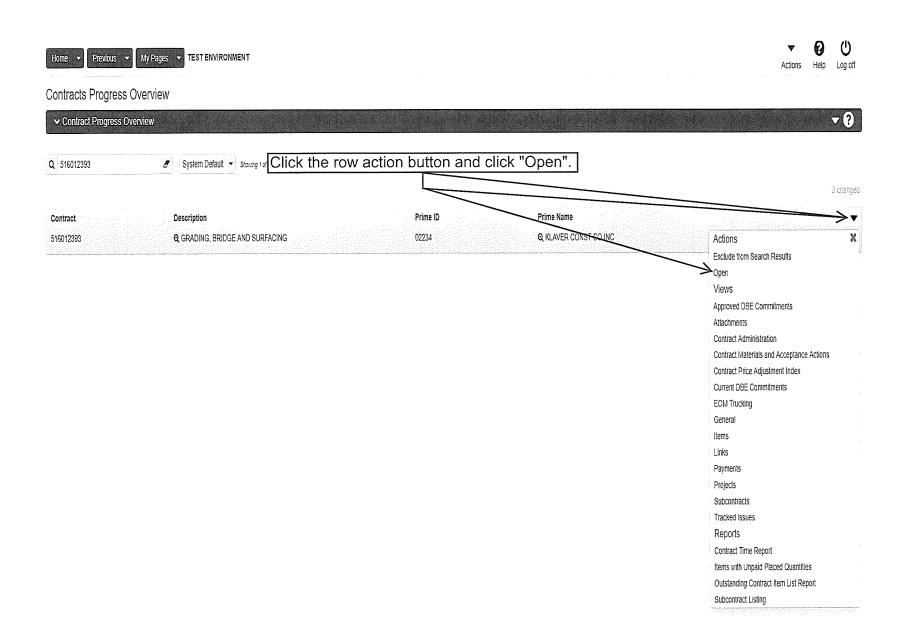


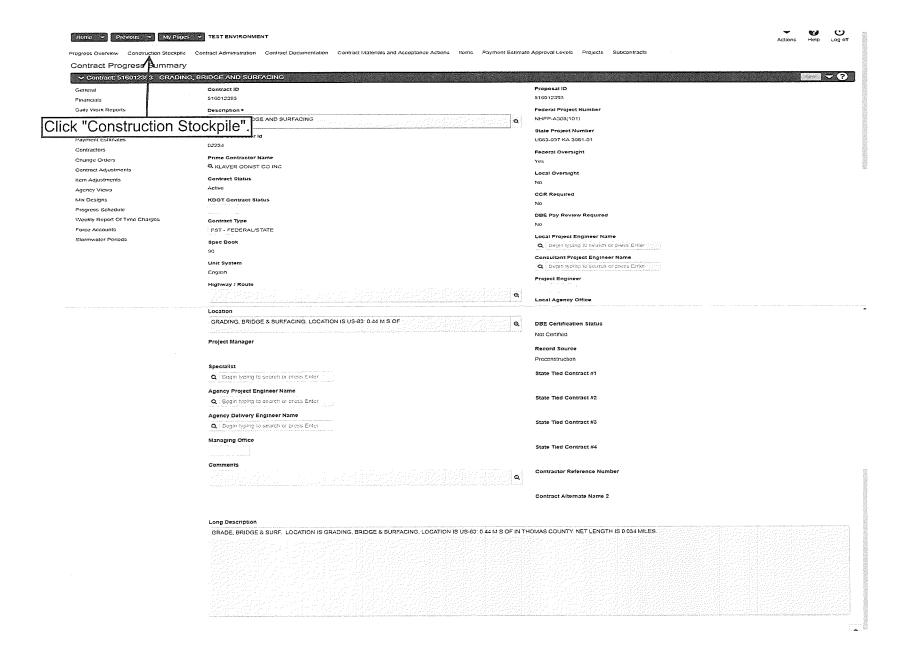
# CONSTRUCTION STOCKPILE USER GUIDE AGENCY



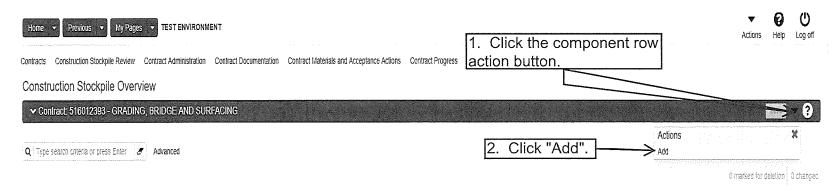






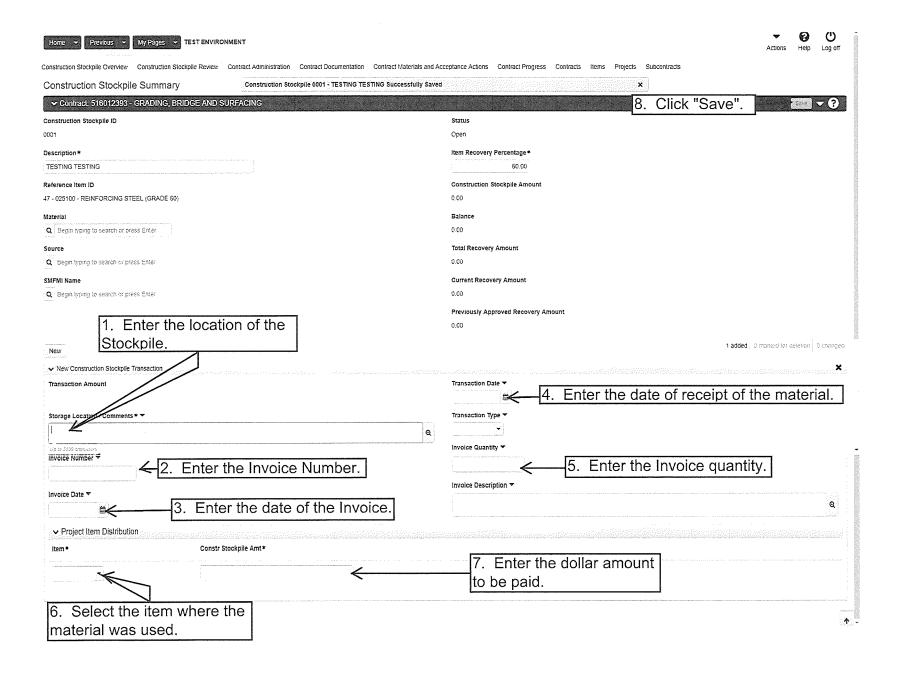


6 UPDATED 01/22



No rows found matching criteria.





# **Conversion Factor vs Work Quantity**

Note: The following key Stored Material-Invoice Assignment fields are defined as:

Conversion Factor: Invoice quantity divided by work quantity. If it is a component on a mix design, the conversion factor is the % of that material in the mix design.

Work Quantity: This can be calculated two ways. Invoice quantity divided by % of mix design when the invoice quantity and the pay quantity are in the same units. Or, if the material is not a component in a mix design, invoice quantity divided by conversion factor.





INQUIRIES: 816-471-2570 P.O. BOX 412676 KANSAS CITY, MO 64141

PAVOICE# 816676 LOCATION #11 07/10/06 1 OF 1

REMIT TO:

P.O. BOX 414926

KANSAS CITY, MO 64141-4926 SHIP TO:

007533

CORNEJO & SONS INC 2060 EAST TULSA WICHITA, KS 67216

CORNEJO & SONS INC (JOB #6225) HARVEY CO 40U 1998-01 \* BUILDERS CONCRETE 505 WEST 1st STREET NEWTON, KS 67114

Job# 06E029 1425 KS USE-

> CUST P / 06225 ORD-DATID 6/12/06

REPS 18 / WRITTENFCD ORDER # 645152

FREIGHT TERMS: PREPAID ALLOWED TERMNET 30 DAYS

SHIP VILEAST EXPENSIVE WAY

PRICE

**JOUCT/DESCRIPTION** DAY DOWEL BASKET

11902

OPEN

SHIPD

11902

0 3.6500 LF

B/O

43,442.30

**EXTENSION** 

DA CONTR BSKT 10" PVT W/1-1/4 18" DWLS EPOXY CTD @ 12" OC NCL STAKES & TECTYL COATED FURN 1082 BSKTS FOR 11'

ANE)

RATE) (1 RUN 38'-0" WITH 2 ENDS) (1 RUN 30'-0" WITH 1 END) INCLUDING 4 EA. FRAME ND PIECES.

.nn 1 7 2006

ob Tax # 0605 KS113897

MDSE TOTAL	HANDLING	MISC CHG	TAX	FREIGHT	DEP-AMT	DEP-APPLD	INVOICE TOTAL
13,442.30	0.00	0.00	0.00	0.00	0.00	0.00	43,442.30

A SERVICE CHARGE OF 1 1/2 PER MONTH WILL BE ADDED TO DEBIT BALANCES OVER 60 DAYS OLD secial order and non-stock merchandise is non-returnable/non-refundable.



# An example

- If the invoice for dowell baskets is \$43,442.10 for 1082 baskets
- Ans say the line item #94 is for 10" concrete pavement (AE) with a current contract quantity of 11,764 sq yds
- The invoice is for EACH and the unit of measure for the line is SQYDS

```
For Line 94:
```

```
Conversion Factor = Invoice Quantity divided by Work Quantity
= 1082 / 11764 = 0.0919
```



# **Trainees**

# Standard Specification Special Provision 15-01007

- Contractor shall submit training plan at the pre-construction conference
- DOT Form 1002 must be completed by the contractor and submitted to the Area Engineer for approval.
- DOT Form 1002



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

#### HIGHWAY CONSTRUCTION TRAINEES

This training Special Provision supplements the Required Contract Provision entitled "Specific Equal Employment Opportunity Contractual Requirement", dated 11-15-96, latest revision. The number of required training hours under this Special Provision will be as shown on the Proposal Schedule.

BID ITEM
Trainees Highway Construction (Set Price)

Hours

#### A. GENERAL.

- 1. The primary objective of this Training Special Provision is to provide training opportunities to minorities and women in any skilled construction trade for 2 purposes:
  - To maintain a pool of qualified workers to replace those who leave the workforce.
  - To correct a historical shortage of minorities and women in the construction trades.
- 2. The bid item for trainees specifies the total <u>minimum</u> number of training hours on this project. These hours can be used to train 1 or more minorities or women in a skilled trade.
- 3. Hours worked by an approved trainee, working in the assigned craft on this project count toward this project's trainee goal and are reimbursable hours.
- 4. Approved hours worked on another KDOT project by a trainee assigned to this project, can count toward the individual trainee's training program hours, but are not reimbursable and do not count toward the project training requirements.
- 5. A union contractor can utilize 1 or more registered minorities or women apprentices in any crafts with the goal of attaining journeyman status. A non-union contractor may train 1 or more minorities or women to fulfill the hour requirement, with the goal of graduation and retention of the trainee.

#### B. PRE-CONSTRUCTION CONFERENCE.

No contract work may begin until KDOT (the Civil Rights Administrator, Office of Civil Rights) has approved the trainee schedule.

- 1. Submit a work schedule for the contract.
- 2. Indicate the estimated hours available for training in each craft.
- 3. Submit a copy of the training program proposed to be utilized.
- 4. Submit a DOT Form 1002 Request for Trainee Approval for each trainee.

The Contractor will submit revised work and training schedules if a major change in the contract work occurs.

#### C. WORK HISTORY.

No individual shall be employed as a trainee in any trade and/or work classification in which such person has successfully completed a training course leading to journeyman status or in which he or she has been previously employed as a journeyman. Detection of individuals in the above categories may be accomplished by including appropriate questions on applications, verifying personal references and checking with KDOT Office of Civil Rights at 785-296-7940.

#### D. SUBCONTRACTING.

If a Contractor subcontracts a portion of the contract work he may determine how many, if any, of the trainee hours are to be trained by a subcontractor. These training hours are to be shown on the prime Contractor's work schedule at the pre-construction conference. The Contractor shall retain the primary responsibility for meeting the training requirement imposed by this Special Provision and shall ensure that this Training Special Provision is made applicable to such contract.

#### E. TRAINING PROGRAM.

The minimum length and type of training for each classification will be as established in the training program selected by the Contractor and approved by the KDOT and the FHWA. The training program, shall be approved if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor, and by the end of the training period, to qualify the average trainee for journeyman status in the classification which training is to be conducted.

Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, shall also be considered acceptable; provided it is being administered in a manner consistent with the Equal Employment obligations of Federal-Aid Highway construction contracts. Approval or acceptance of a training program shall be obtained from KDOT prior to commencing work on the project. It is the intention of these provisions that training be provided in skilled construction crafts rather than clerk-typists or secretarial-type positions. Some off-site training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training and provided the hours trained are paid for by the Contractor.

#### F. TRAINEE WAGES.

Trainees will be paid at least 60 percent of the specified prevailing wage category for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period. The appropriate rates approved by the Department of Labor or Transportation, in connection with their existing training programs, shall apply to all trainees being trained in the same classifications and who are covered by this Training Special Provision. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the trainee program does not mention fringe benefits, trainees shall be paid the fringe benefits listed on the wage determination.

#### G. REIMBURSEMENT.

The Contractor will be reimbursed \$2.00 per hour for training given an employee on the assigned project which is in accordance with an approved training program. Payment for the total number of training hours provided will be determined from the hours shown on the Contractor's certified payroll and DOT Form 231. For each certified payroll that includes trainees, submit a completed DOT Form 231 at the same time. As approved by the Engineer, reimbursement will be made for project hours in excess of the number specified on the Schedules of Prices. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other sources do not specifically prohibit the Contractor from receiving other reimbursement. Reimbursement for off-site training indicated in Section E is non-reimbursable.

On tied contracts, the actual trainee hours from each project in any combination can be used to achieve the combined total of the original tied contracts project trainee hours.

Payment for Trainees (Highway Construction) may be made by the Engineer to the Contractor on intermediate estimates for actual hours trained on this contract without prior approval or a Contract Change. No payment shall be made to the Contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirements of the Special Provision.

#### H. DURATION OF TRAINING.

Once a trainee is approved, that individual shall be trained in the designated trade throughout the duration of the contract, whenever such trade is in use on the contract or until the trainee has completed the approved training program. It is normally expected that a trainee will begin training whenever the Engineer determines that the anticipated volume of work to be done in a given classification will be sufficient to justify the beginning of training and will remain on the project as long as training opportunities exist in the work classification or has completed the training program. However, when such training opportunities are suspended or interrupted under the contract which trainees were designated, the Contractor may continue training under other KDOT contracts regardless of their funding. At the conclusion of work on the original project, the contractor may request approval to transfer an ungraduated trainee(s) to another KDOT project with a training requirement. A Contractor will have fulfilled the responsibilities under this Special Provision if acceptable training hours were provided.

No minority or woman apprentice or trainee can be terminated by the Contractor other than for seasonal layoff without a counseling session by the Contractor with the trainee to explain the reason for termination. The Contractor must submit to the Engineer in writing the reasons for the termination and a notice signed by the trainee that the counseling session occurred.

#### I. CONTRACTOR OBLIGATIONS.

- 1. Provide the trainee a copy of the program under which training is to be provided.
- 2. Provide each trainee with a certificate showing the type and length of training satisfactorily completed.
- 3. Maintain and retain certified payrolls for 3 years after project completion.
- 4. Complete and submit DOT Form 231 within 5 days after the end of the pay period for each trainee as follows:
  - original signed copy to the trainee
  - retain 1 copy and
  - 1 copy to the Engineer.
- 5. The Engineer will verify the trainee hours and forward a copy to the Office of Chief Counsel, Civil Rights Section.
- 6. Provide the trainee detailed data about the wages to be paid at each stage of training and notify the trainee when a phase is complete.

#### J. SANCTIONS.

Disregard of the requirements of this training Special Provision is considered to be a failure to comply with the EEO provisions of the contract (Required Contract Provision dated 11-15-96, latest revision). As such, it will be pursued by KDOT in accordance with the procedures listed in the Required Contract Provision dated 11-15-96, latest revision).

07-01-15 CC Jul-15 Letting

## Instructions for KDOT Form 1002

# Request for Trainee Approval

This form is to be completed by the prime contractor and submitted to the area engineer for approval. The area engineer is approving the job classification based on the opportunity available to train in that craft. The trainee must be approved before the Notice to Proceed can be issued. If a trainee has not been selected at that point, submit the form with the classification selected but with the trainee name, etc. omitted. As soon as the trainee is hired, submit a revised Form 1002 with the missing information.

Contractor - the name of the prime contracting firm.

Date - The date of submittal. (Prior to the Notice to Proceed)

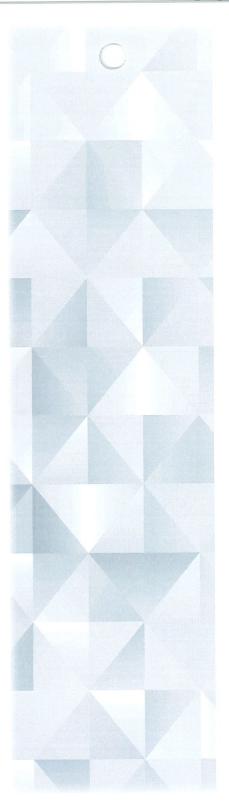
Training Program - The name of the approved program to be used.

Apprentice - For Union Workers

On the Job - For Non-Union Workers.

Superintentdent - The name of the daily manager for this project.

The balance of the form is self-explanatory. Please address any questions to Office of Chief Counsel, Civil Rights Section at (785) 296-7940.



### Kansas Departme of Transportation Request for Tourse Approval

1. Complete one form for each trainee prior to the trainee beginning work.

2. Forward 2 copies to project engineer.

ar 101 mara 2 copies to project c			
Contractor			Date
Federal Project No.	State Project	No.	Contract No.
Training Sponsor	1		
Union Apprentice		☐ Non-Uni	ion Traince
Superintendent	Maria de la compania	Job Site Pho	ne
Job Site Address			
Trainee Name			
Home Address			ν.
City	State		Zip
Phone	Sex [	Male	Female
Social Security Number			
Ethnic Background White Black	Native Am	erican [	Hispanic Asian
Current Status New Hire Upgr		b Being Train	ned For
Date Hired	Hours to	o Train	
Name of Trainee's direct Super-	visor		
Davis-Bacon Wage \$		Trainee Wag	e S
Area Engineer Approved		Disapproved	,
Signature			Date
Civil Rights Approved		Disapproved	
Signature			Date



#### **Instructions for KDOT Form 1002**

#### **Request for Trainee Approval**

This form is to be completed by the prime contractor and submitted to the area engineer for approval. The area engineer is approving the job classification based on the opportunity available to train in that craft. The trainee must be approved before the Notice to Proceed can be issued. If a trainee has not been selected at that point, submit the form with the classification selected but with the trainee name, etc. omitted. As soon as the trainee is hired, submit a revised Form 1002 with the missing information.

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# Kansas Department of Transportation Request for Trainee Approval

1. Complete one form for each trainee prior to the trainee beginning work.

2. Forward 2 copies to project engineer.

Contractor		Date				
Federal Project No. St	ate Projec	t No.	Contract No.			
Training Sponsor						
Union Apprentice	·	Non-Uni	on Trainee			
Superintendent		Job Site Pho	ne			
Job Site Address						
Trainee Name						
Home Address	<u> </u>					
City	State		Zip			
Phone	Sex	Male	Female			
Social Security Number						
Ethnic Background  White Black	Native An	nerican [	Hispanic Asian			
Current Status  New Hire Upgrade	1	ob Being Train	ed For			
Date Hired	Hours 1	to Train				
Name of Trainee's direct Superviso	or					
Davis-Bacon Wage \$		Trainee Wag	e \$			
Area Engineer Approved		Disapproved				
Signature		<del></del>	Date			
Civil Rights Approved		Disapproved				
Signature	<del></del>		Date			

# **Trainee cont.**

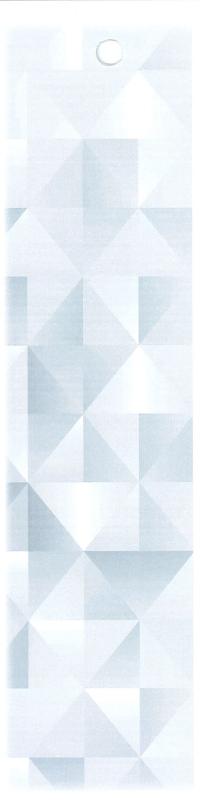
- If names are not available, the form must contain the classification information
- Must be submitted prior to issuing the Notice to Proceed.
- Office of Contract Compliance will send a letter to the construction office stating whether the trainee classification has been approved or not.



# **Trainees**

- DOT Form 231 shall be completed weekly by the contractor for each trainee working on the contract
- Project inspector must check against payroll
- At the end of the project, it is a good idea to verify the number of hours on the project with the Office of Civil Rights





Contractor Distribution:

KANSAS DEPARTMEN F TRANSPORTATION

Emplayee - Original
Contractor - 1 Copy
KDOT Project Engr. - 1 Copy
Civil Richts - 1 Signed Cony

Rev. 4-2007

CIVII Rights	- 1 Sagn	ea cap	У																
Contractor -											Pro	ject#		ë					
of the pay pe		copy :	o ne j	projecti	engmee	.1 4010	1111 J C	ialy S an	iei iiie	CHO	Loc	ation							
											Туре	of pr	ogran	01	KCA	OU	nion	Oot	ther
Contracto	r nam	e										'	Veek I	Inding	Date				
Trainee na	ame											†1	raine	e class	ificatio	n			
Social Sec	urity#					I	)ate er	rollet	l in pro	ogram	I	1	otal h	ours r	equire	d in pi	ogran	n	
Percent of	Percent of journeyman scale Hourly rate paid Davis-Bacon Rate												Rate						
Status of T	Status of Trainee is:																		
O Workin	○ Working ○ Dropped Out ○ Graduated ○ Transferred to Another Project ○ Temporarily Laid												Laid O	tt. O.	Termi	inated			
	Date and hours worked by trainee this Other project # Other project shown above												r proje	ect#					
Hours trai	ined tl	nis wee	ek		Pre	vious	hours	traine	:d			Tota	l hou	s trai	ned to	date			
What were	etnet	rainee	s pru	nary jo	D duile	rs uns	week	ī											
The traine	ee's ov	erall j	ob per	forma	nce for	this v	veek is	: C	) Exce	llent	C	) Goo	d (	) Fair	r (	Poor			
Superviso	r com	ments																	
Trainee comments																			
Trainee si	gnatu	re															Date		
Superviso	r sign:	ature															Date		
Reviewed By: Date Area Engineer											Date								



# Contractor Distribution: Employee - Original Contractor - 1 Copy KDOT Project Engr. - 1 Copy Civil Rights- 1 Signed Copy

## KANSAS DEPARTMENT OF TRANSPORTATION

## CONTRACTOR'S WEEKLY EMPLOYEE TRAINING REPORT

Contractor - complete this form weekly for	,	Project #												
contract. Submit 1 copy to the project engi of the pay period.	ineer <u>y</u>	within 5 c	<u>lays</u> at	ter the er	าต	Loc	ation							
						Тур	e of p	rogran	n O	KCA	O Uı	nion	00	ther
Contractor name						<u> </u>		Week 1	Ending	g Date				
Trainee name							,	Traine	e class	ificatio	n			
Social Security#		Date e	nrolled	l in prog	ram	l	,	Fotal h	ours r	equire	d in pr	rograr	m	
Percent of journeyman scale	paid	<del></del>		]	Davis-l	Bacon	Rate							
Status of Trainee is:														
O Working O Dropped Out OG	radua	ted O	Fransf	erred to	An	other F	Projec	t OT	'empo	rarily l	Laid O	off O	Term	inated
Date and hours worked by trainee this week on project shown above	O	ther pro	ject#					Othe	r proj	ect#	•			
Hours trained this week P	Previo	us hours	traine	ed			Tot	al hou	 rs trai	ned to	date		<u> </u>	<u> </u>
What were the trainee's primary job do	-4! o.s. 4	his was als												
The trainee's overall job performance i	for thi	is week is	s: C	) Excelle	nt		) God	od (	O Fai	r (	) Poor	r		
Supervisor comments														
Trainee comments														
Trainee signature												Date	e	
Supervisor signature	***************************************											Date	e	
Reviewed By:	En	gineer						Date	e					
								<u> </u>	-	NT 001				

# Kansas Department of Transportation Request for Trainee Approval

1. Complete one form for each trainee prior to the trainee beginning work.

2. Forward 2 copies to project engineer.

Contractor			Date
John Doe Construction			7/26/2007
Federal Project No.	State Projec		Contract No.
ab-cde-012-3	23-113 K 123	4-01	507012345
Training Sponsor			
Jimmy Joes Construction Co		_	
Union Apprentice		Non-Uni	ion Trainee
Superintendent		Job Site Pho	ne
Tiny Turtle			
Job Site Address			
Pond County			
Trainee Name Tiny Tim			
Home Address 123 S West			
City	State		Zip
Lamb	KS		66666
<b>Phone</b> (785) 555-4589	Sex	<b>✓</b> Male	Female
Social Security Number 123-45-6789			
Ethnic Background  White Black	Native A	merican [	Hispanic Asian
Current Status		ob Being Trai	ned For
New Hire Upgr	امام	Fractor - Over 80	
Date Hired	Hours	to Train	
6/12/2007	6	00.00	
Name of Trainee's direct Super Tiny Turtle	visor		
Davis-Bacon Wage \$		Trainee Wa	ge \$
10.50			9.75
Area Engineer Approved		Disapproved	
1 23			7-31-07
Signature			Date
Civil Rights Approved		Disapproved	
Signature			Date

# **Trainee Change Orders**

- Change order for the final quantity <u>must</u> be 60% federal nonparticipating
- Set price is \$2.00/hour and FHWA will only participate in 40%, which is \$0.80/hour
- Nonparticipating is the amount that the feds do not put money in.





08/15/2023 10:32:54 AM



Item Posting by Item Report

Report v1

Contract: 522112191 - GRADING, BRIDGE AND SURFACING

Date Range:

to

Item Description: TRAINEES HIGHWAY CONSTRUCTION (SET PRICE)

Suppl. Description: NON PART

Item ID: 055660

Current Quantity: 2300.000

Current Extended Amount: \$4,600.00

Contract Line: 10

Bid Quantity: 2300.000

Bid Extended Amount: \$4,600.00

Unit: HOUR

**Quantity Posted to Date: 959.000** 

Amount Posted to Date: \$1,918.00

Unit Price: \$2.00

Quantity Paid to Date: 821.000

Amount Paid to Date: \$1,642.00

Type: Original

Quantity Unpaid: 1479.000

Amount Unpaid: \$2,958.00

Item Completed: No

Pending Change Order Quantity: 0.000

Pending Change Order Amount: \$0.00

Comments:

#### **Postings**

DWR Date	Inspector	Seq. Num	Project	Category	Proj Ln	Quantity Posted	Measure	ıd	Location	Last Updated Date
3/10/2023	xkbalthazor	1	KA 5105-01	01	10	19	No	Project		03/13/2023

Contractor:

01028 - A M COHRON & SON INC

Attention Flag:

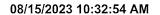
Agency View: Comments:

Francisco Lopez

Attachment(s):

Contract: 522112191

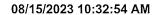
Item Description/Suppl. Description: TRAINEES HIGHWAY CONSTRUCTION (SET PRICE) NON PART





## Item Posting by Item Report

DWR Date	Inspector	Seq. Num	Project	Category	Proj Ln	Quantity Posted	Measure	ed -	Location	Last Updated Date
3/15/2023	xkbalthazor	1	KA 5105-01	01	10	5.5	No	Project		03/16/2023
Contractor:	00090 - BETT	IS ASPH	ALT & CONST	INC						
Attention Flag	:									
Agency View:										
Comments:	Cassandra Lo	ng								
Attachment(s)	:									
4/4/2023	xkbalthazor	1	KA 5105-01	01	10	132	No	Project		04/05/2023
Contractor:	01028 - A M (	COHRON	& SON INC							
Attention Flag	:									
Agency View:										
Comments:										
Attachment(s)	:									
4/28/2023	xxdvogel	1	KA 5105-01	01	10	104	No	Project		04/28/2023
Contractor:	00090 - BETT	TS ASPH	ALT & CONST	INC						
Attention Flag	:									
Agency View:										
Comments:	4/1 - 4/15									
Attachment(s)	:									
Contract: 5221	12191	Item [	Description/Sup	ppl. Descripti	on: TRA	AINEES HIG	HWAY C	ONSTRUCT	TON (SET PRICE) NON PART	Page: 52 of 59





## Item Posting by Item Report

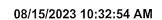
DWR Date	Inspector	Seq. Num	Project	Category	Proj Ln	Quantity Posted	Measure	ď	Location	Last Updated Date
5/12/2023	xkbalthazor	1	KA 5105-01	01	10	69	No	Project		05/15/2023
Contractor:	01028 - A M C	COHRON	& SON INC							
Attention Flag	:									
Agency View:										
Comments:	Francisco Lop	ez 4/22 8	4/29							
Attachment(s)	:									
5/26/2023	xkbalthazor	1	KA 5105-01	01	10	38	No	Project		05/30/2023
Contractor:	01028 - A M C	COHRON	& SON INC							
Attention Flag	:									
Agency View:										
Comments:	Francisco Lop	ez								
Attachment(s)	:									
5/26/2023	xkbalthazor	1	KA 5105-01	01	10	24.5	No	Project		05/30/2023
Contractor:	01028 - A M C	COHRON	& SON INC							
Attention Flag	:									
Agency View:										
Comments:	Cassandra Lo	ng								
Attachment(s)	:									
Contract: 5221	12191	Item [	Description/Sur	pl. Descripti	on: TRA	AINEES HIG	HWAY CO	DNSTRUCT	ION (SET PRICE) NON PART	Page: 53 of 59





### Item Posting by Item Report

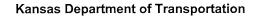
DWR Date	Inspector	Seq. Num	Project	Category	Proj Ln	Quantity Posted	Measure	d	Location	Last Updated Date
5/31/2023	xkbalthazor	1	KA 5105-01	01	10	38	No	Project		06/01/2023
Contractor:	01028 - A M C	OHRON	& SON INC							
Attention Flag	:									
Agency View:										
Comments:	Francisco Lop	ez								
Attachment(s)	:									
5/31/2023	xkbalthazor	1	KA 5105-01	01	10	53	No	Project		06/01/2023
Contractor:	01028 - A M C	OHRON	& SON INC							
Attention Flag	:									
Agency View:										
Comments:	Francisco Lop	ez								
Attachment(s)	) <b>:</b>									
7/3/2023	xkbalthazor	1	KA 5105-01	01	10	155	No	Project		07/05/2023
Contractor:	01028 - A M C	COHRON	& SON INC							
Attention Flag	ı:									
Agency View:										
Comments:	Francisco Lop	ez (AM C	Cohron)							
Attachment(s)	):									
Contract: 5221	12191	Item I	Description/Su	ppl. Descripti	on: TRA	AINEES HIG	HWAY C	ONSTRUC	ΓΙΟΝ (SET PRICE) NON PART	Page: 54 of 59





#### Item Posting by Item Report

DWR Date	Inspector	Seq. Num	Project	Category	Proj Ln	Quantity Posted	Measure	d Location	Last Updated Date
7/14/2023	xxdvogel	1	KA 5105-01	01	10	183	No	Francisco Lopez W/E 6/24, 7/1, 7/8, & 7/15	07/14/2023
Contractor:	01028 - A M C	OHRON	& SON INC						
Attention Flag	•								
Agency View:									
Comments:									
Attachment(s)	•								
7/18/2023	xxdvogel	1	KA 5105-01	01	10	8	No	Project	07/19/2023
Contractor:	00090 - BETT	IS ASPH	ALT & CONST	INC					
Attention Flag	:								
Agency View:									
Comments:	Casandra Lon	g							
Attachment(s)	:								
8/4/2023	xxdvogel	1	KA 5105-01	01	10	9	No	Cassandra Long W/E 6/18-7/23	08/04/2023
Contractor:	00090 - BETT	IS ASPH	ALT & CONST	INC					
Attention Flag	:								
Agency View:									
Comments:									
Attachment(s)	:								
Contract: 5221	12191	Item E	Description/Su	ppl. Descripti	on: TRA	AINEES HIG	HWAY CO	DNSTRUCTION (SET PRICE) NON PART	Page: 55 of 59



08/15/2023 10:32:54 AM



#### Item Posting by Item Report

Report v1

DWR Date	Inspector	Seq. Num	Project	Category	Proj Ln	Quantity Posted	Measure	d	Location	Last Updated Date
8/9/2023	xxdvogel	1	KA 5105-01	01	10	121	No	US-24		08/09/2023

Contractor:

01028 - A M COHRON & SON INC

Attention Flag:

Agency View:

Comments: Francisco Lopez W/E 7/22, 7/29, 8/5

Attachment(s):

Contract: 522112191

# **Example Problem**

• 1000 training hours @ \$2.00 per hour. What is the final dollar amount that the state participates in?

# **Example Answer**

• Answer – Federal non-participating is 60% so that means the state pays 60% of the bid item. 0.6 x \$2000 = \$1200.



# **Borrow & Waste Sites**

- Contractor is to get their own permits and clearances
- Need a copy of the agreement and copy of clearance
- Contractor has to have own SWPPP for sites
  - We do not pay for seeding or erosion control materials used at these sites
  - Watch for roads being used (may be haul roads)



# **Notice to Proceed**

- Notice to Proceed is to be issued on all projects (C, K, KA, N, & U)
- LPA Contracts only require a letter of notice to begin charging expenses from the Construction Office.
- X projects the railway company calls the District in advance of work starting and District notifies the appropriate Construction Office.



# **Notice to Proceed**

- Enter Notice to Proceed DOT Form 258 date and work starting date in AWP in Contract Info Screen (not sure if that is what it is called in AWP now)
  - The form 258 is sent out by the District Office
  - Need to keep track of the Notice of Work starting by using form 258A or other methods
- Form DOT Form 219 must be submitted before the NTP is issued
  - This form is for whether the project requires a Storm water Pollution Prevention Plan



#### KANSAS DEPARTMENT OF TRANSPORTATION

#### NOTICE TO PROCEED

Notice is hereby given to

KING CONSTRUCTION COMPANY, INC.

the Contractor on

-009 C-0447-01

Type

Bridge Replacement

Length

0.000

MILES

in

Chase-009

County, Kansas; that construction work on this

project may proceed on the 16 day of

February

2015, and that we shall start

counting the number of working days allowable under this contract beginning on the above date.

Recommended:

Signed by Judy M Wagner at 2/16/2015 2:10:41 PM on PC DTB00012

By:

Randy H West

District Engineer

The Field Construction Administrator in charge of this project is

Mervin K Lare

at

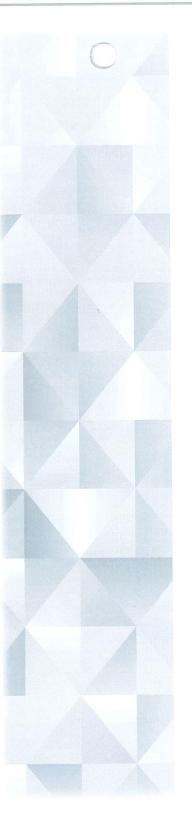
Marion

, Kansas.

All Copies of the Notice to Proceed will be made up and distributed by the District Office.

This Notice to Proceed should be mailed from the District Office sufficiently in advance of the date set out in the notice so that the Contractor will receive the notice on or before the date set out.





## KANSAS DEPARTMENT OF TRANSPORTATION

#### NOTICE OF WORK STARTING

DATE: July 20, 2016

PROJECT NUMBER: 23 U 0617-01 KLINK

CONTRACT NUMBER: 017165026

TYPE OF WORK: KLINK

COUNTY: Douglas

Dear Sir:		
I wish to advise you that work started the above numbered project.	July 20, 2016	on
The Notice To Proceed was issued on	July 20, 2016	
The contractor is HAMM, Inc. 609 Perry	Place, Box 17, Peny Kansas 66073	
The construction office is reminded to upda	ate CMS Mainframe with this information.	

cc: Office notification only



Michelle J Anschutz, P.E., F.E.A

#### Kansas Department of Transportation

#### Approval of Storm Water Pollution Prevention Plan (SWPPP)

KDHE Permit #:					
KDOT Project #:	County:				
KDOT Contract #:	Special Provision:				
Check one:					
find it to be acceptable pursuant to gr Elimination System Stormwater Run	the Storm Water Pollution Prevention Plan submitted by, Contractor for the above referenced project and uidelines established by the KDHE National Pollutant Discharge off from Construction Activities General Permit, the KDOT ual special provisions, the KDOT Checklist for Contractor's SWPP. danagement Practices.				
☐ This project contains less than 1 acre of erodible surface for construction activities or less than 5 acres for routine maintenance activities. A SWPPP is not required. The Contractor has acknowledged compliance with the concepts of erosion and pollution control presented in KDOT's Standard Specifications.					
☐ This project has no erodible surface a	and does not require a SWPPP.				
☐ A copy of this form, KDOT Checklist site map has been submitted to KDH Specifications and contractual specia	t for Contractor's SWPPP (Form No. 248), and Project SWPPP with E for projects that require a SWPPP according to KDOT Standard I provisions.				
P.E.					
Signed	Print Name				
Date:	Phone #:				
	Email:				

- Submit this form to the District Office prior to issuing of the Notice to Proceed. Keep copies of this form and KDOT Checklist for Contractor's SWPPP (Form No. 248) with the project SWPPP.
- Mail copies of this form, KDOT Checklist for Contractor's SWPPP (Form No. 248), and the Project SWPPP with site map to:

KDHE Industrial Programs Section, Bureau of Water 1000 SW Jackson St., Suite 420 Topeka, KS 66612-1367



#### KANSAS DEPARTMENT OF TRANSPORTATION

#### NOTICE OF WORK STARTING

DATE: July 20, 2016

PROJECT NUMBER: CONTRACT NUMBER: TYPE OF WORK: COUNTY:	23 U 0617-01 KLINK 017165026 KLINK Douglas		
Dear Sir:			
I wish to advise you th the above numbered project.		July 20, 2016	on
The Notice To Proceed	l was issued on	July 20, 2016	
		ace, Box 17, Perry Kansas 66073  CMS Mainframe with this information.	
		Michelle J Anschutz, P.E., F.E.	A
cc: Office notification only			

Rev. 1-82

D. O. T. Form No. 258A

#### **Kansas Department of Transportation**

# **Approval of Storm Water Pollution Prevention Plan (SWPPP)**

KI	OHE Permit #:			
KDOT Project #:			County:	
KDOT Contract #:			Special Provision:	
Ch	eck one:			
			the Storm Water Pollution Prevention Plan submitted by , Contractor for the above referenced project and	
	<b>Elimination System Stormw</b>	ater Run contract	uidelines established by the KDHE National Pollutant Discharge off from Construction Activities General Permit, the KDOT ual special provisions, the KDOT Checklist for Contractor's SWPPF	
	routine maintenance activit	ies. A SW	of erodible surface for construction activities or less than 5 acres for /PPP is not required. The Contractor has acknowledged compliance ition control presented in KDOT's Standard Specifications.	
	This project has no erodible	surface a	and does not require a SWPPP.	
		to KDH	t for Contractor's SWPPP (Form No. 248), and Project SWPPP with E for projects that require a SWPPP according to KDOT Standard I provisions.	
_	- LOAMING (MATTER)	_ P.E.		
Sig	gned		Print Name	
Da	ite:		Phone #:	
			Email:	

- Submit this form to the District Office prior to issuing of the Notice to Proceed. Keep copies of this form and KDOT Checklist for Contractor's SWPPP (Form No. 248) with the project SWPPP.
- Mail copies of this form, KDOT Checklist for Contractor's SWPPP (Form No. 248), and the Project SWPPP with site map to:

KDHE Industrial Programs Section, Bureau of Water 1000 SW Jackson St., Suite 420 Topeka, KS 66612-1367

#### **Kansas Department of Transportation**

## **Approval of Storm Water Pollution Prevention Plan (SWPPP)**

#### Instructions

This form shall be completed for all projects and submitted to the District Office prior to beginning construction. For projects covered by the KDHE NPDES general permit for construction activities this form shall also be completed and submitted to KDHE with an Area or Metro Engineer approved SWPPP.

Complete the header information with the KDOT Project and Contract #, the County or Counties where the project is located and the erosion control specification (e.g. 07-PS0360-R4) in the contract. The KDHE Permit # is obtained from the authorized Notice of Intent (NOI) issued for the project. Make one selection based on the requirements for the project SWPPP. Unless stated otherwise in the contract documents, a SWPPP is not required for projects which disturb less than one acre.

#### Projects requiring a SWPPP:

The KDOT Area or Metro Engineer responsible for the project shall review the SWPPP for conformance with applicable permit and specifications. KDOT Form 248 shall be used as a guide for this review. Upon approval, the Area or Metro Engineer shall sign and submit to KDHE. The submittal shall include the completed Form 248, the signed Request for Joint Owner/Operator (if applicable), and a copy of the approved SWPPP. Copies of all forms shall be maintained with the project SWPPP documents for the project.

#### Projects that do not require a SWPPP:

This form does not require the signature of the Area or Metro Engineer and may be signed by a Construction Manager/Engineer or FEA for submittal to the District office.

For projects with the bid item "SWPPP Design" the signature of the Area Engineer on this form is the basis for payment.

# **Consultant Contracts**

 And we also need to send a Notice to Proceed for our Consultant Contracts





Kathleen Sebelius, Governor Deb Miller, Secretary

http://www.ksdot.org

April 24, 2008

Campbell & Johnson Engineers, P.A. 113 West 7<sup>th</sup> Street Concordia, KS 66901-2801

Dear Sir,

RE: 15 C 3919-01, BRO-C391 (901), Cloud County

Notice is hereby given to Cloud County and Campbell & Johnson Engineers, P.A. that Construction Engineering may begin on the above noted project, beginning April 24, 2008.

This letter will serve as authorization for inspection overtime as required on this project.

If you have any questions, contact this office at (785) 527-2520.

Jeff Woodward, P.E. Construction Engineer

JCW/gw

cc: R. Rissky
Bureau of Local Projects
Bureau of Fiscal Services
R. H. West
L.W. Tice
Cloud County
file



## **Notice to Proceed**

- The NTP should be entered by the latest start date unless other arrangements have been made by the contractor and approved by District/Construction & Maintenance
- The NTP should be entered to make sure the working days expire by the seasonal limitation date
- Seasonal Limitations Special Provision 15-01012 R01\*



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

#### SEASONAL LIMITATIONS

To ensure that KDOT projects are completed to coincide with the maintenance and harvest operations, this Special Provision is to be included.

It is the intent that this project be completed during the first construction season after which this project is let. In order to assure the KDOT that this project will be completed during this period, the "Notice to Proceed" will be issued so that working days will elapse on or before October 1 for overlays with a nominal compacted thickness of one inch or less, and October 15 for thickness greater than one inch of the first construction season following the letting.

On projects that involve asphalt sealing in conjunction with an overlay, the weather and seasonal limitations will be in accordance with the standard specifications.

On projects that involve asphalt sealing only, the "Notice to Proceed" will be issued so that working days will elapse on or before the end of the sealing season.

To reduce the impact on the local harvest that may occur while the project is active, and to keep on schedule, implement the following when directed by the Engineer. No additional compensation or time will be granted for this work.

- For work near elevators, communicate and coordinate with the elevator operator to minimize the impact to elevator traffic;
- Communicate and coordinate with all active harvesting operations that have direct access to the project by way of field entrances;
- Reduce the length of the lane closures so that the wait time to the traveling public is no longer than 10 minutes. Early shut down may be necessary when the 10 minute wait time cannot be maintained;
- Work hours may be adjusted based on hauling practices for the area. Example: At the Contractor's option, road work may begin at sunrise, but roadway shall be open to unrestricted traffic by 3:00 PM.
- Station a flagger at side roads that fall within the active construction zone to assist waiting harvesters;
- Station a flagger at field entrances that fall within the active construction zone to assist waiting harvesters.

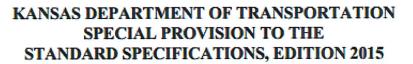
Flaggers will be paid for using the bid item Flagger (Set Price).

06-29-15 C&M Aug-15 Letting

## **Notice to Proceed**

### Example Problem

- A 2" overlay project has 35 working days. When should the NTP be issued so that the working days run out by the seasonal limitations date?
- A 1" overlay project has 50 working days. When should the NTP be issued so that the working days run out by the seasonal limitations date?



#### SEASONAL LIMITATIONS

To ensure that KDOT projects are completed to coincide with the maintenance and harvest operations, this Special Provision is to be included.

It is the intent that this project be completed during the first construction season after which this project is let. In order to assure the KDOT that this project will be completed during this period, the "Notice to Proceed" will be issued so that working days will clapse on or before October 1 for overlays with a nominal compacted thickness of one inch or less, and October 15 for thickness greater than one inch of the first construction season following the letting.

On projects that involve asphalt sealing in conjunction with an overlay, the weather and seasonal limitations will be in accordance with the standard specifications.

On projects that involve asphalt sealing only, the "Notice to Proceed" will be issued so that working days will clapse on or before the end of the sealing season.

To reduce the impact on the local harvest that may occur while the project is active, and to keep on schedule, implement the following when directed by the Engineer. No additional compensation or time will be granted for this work.

- For work near elevators, communicate and coordinate with the elevator operator to minimize the impact to elevator traffic;
- Communicate and coordinate with all active harvesting operations that have direct access to the project by way of field entrances;
- Reduce the length of the lane closures so that the wait time to the traveling public is no longer than 10 minutes. Early shut down may be necessary when the 10 minute wait time cannot be maintained;
- Work hours may be adjusted based on hauling practices for the area. Example: At the Contractor's
  option, road work may begin at sunrise, but roadway shall be open to unrestricted traffic by 3:00 PM.
- Station a flagger at side roads that fall within the active construction zone to assist waiting harvesters;
   and
- Station a flagger at field entrances that fall within the active construction zone to assist waiting harvesters.

Flaggers will be paid for using the bid item Flagger (Set Price).



# 2022

#### JANUARY

smtwtfs 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

#### FEBRUARY

s m t w t f s 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28

#### MARCH

s m t w t f s 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

#### APRIL

s m t w t f s 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30

#### MAY

smtwtfs 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 🗱 31

#### JUNE

s m t w t f s 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30

#### JULY

1 2 3 🗶 5 6 7 8 9 7 8 9 10 11 12 13 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

#### AUGUST

smtwtfs smtwtfs 1 2 3 4 5 6 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

#### SEPTEMBER

s m t w t f s 1 2 3 4 🗯 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30

#### OCTOBER

smtwtfs 2 3 4 5 6 7 8 9 10 11 12 13 14 🚺 16 17 18 19 20 21 22 23 24 25 26 27 28 29

#### NOVEMBER

s m t w t f s 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30

#### DECEMBER

s m t w t f s 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29<sub>11</sub>30 31

## **Answer**

1<sup>st</sup> question: Seasonal Limitation Date October 15<sup>th</sup> so NTP should be issued August 26<sup>th</sup>.

2<sup>nd</sup> question: Seasonal Limitation Date October 1<sup>st</sup> so NTP should be issued July 22<sup>nd</sup>.

# **Change Orders**

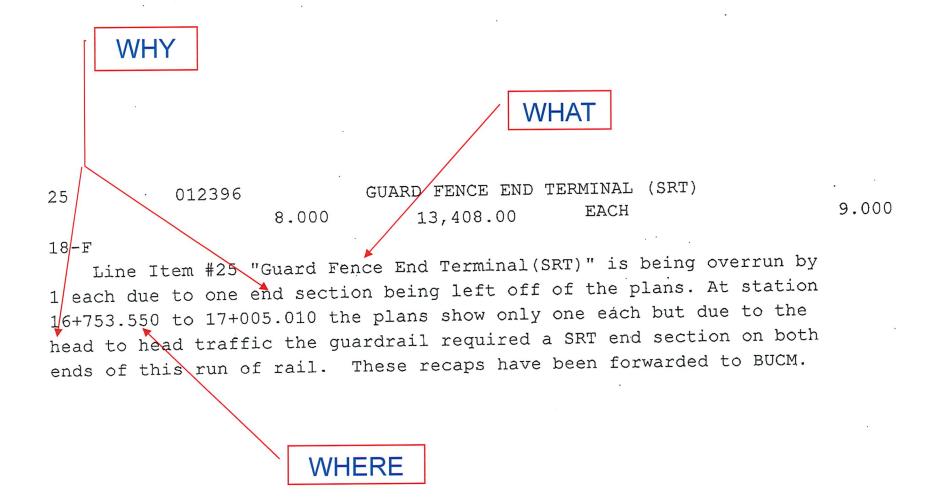
- Construction Manual
- Explanations need to include What, Where, & Why
- How it affects time on the project
- Write them so that a person not involved with the project can understand what is going on
- Should not have more than 10 items on a change order
- Good practice to group sections together
- <u>All</u> projects need line at the end of the change order addressing issue of time. Guidelines
- 5% for prime mark up on a new item



# **Change Orders**

- Construction Manual
- Explanations need to include What, Where, & Why
- How it affects time on the project
- Write them so that a person not involved with the project can understand what is going on
- Should not have more than 10 items on a change order
- Good practice to group sections together
- <u>All</u> projects need line at the end of the change order addressing issue of time. Guidelines
- 5% for prime mark up on a new item





# **Change orders**

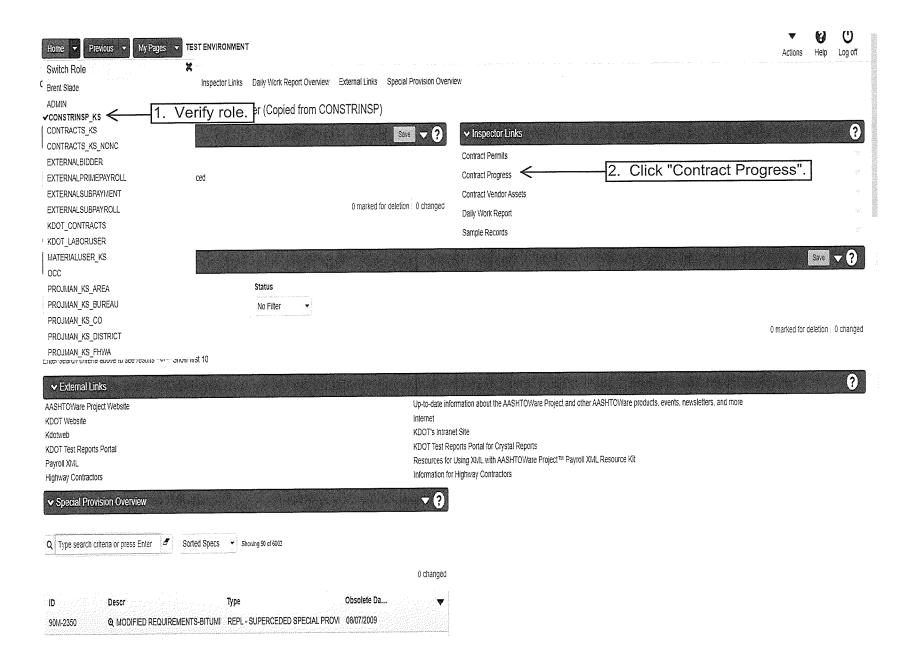
- Different types of change orders
- Construction change order
  - Can have a final and/or a tentative change order
    - Such as increasing or decreasing an existing line item
    - Such as adding a new line item

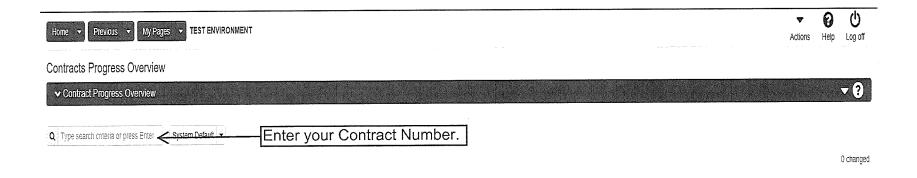
Time needs to be addressed in all change orders

 Calendar completion date change order. This will require a new special provision to be added to the contract.



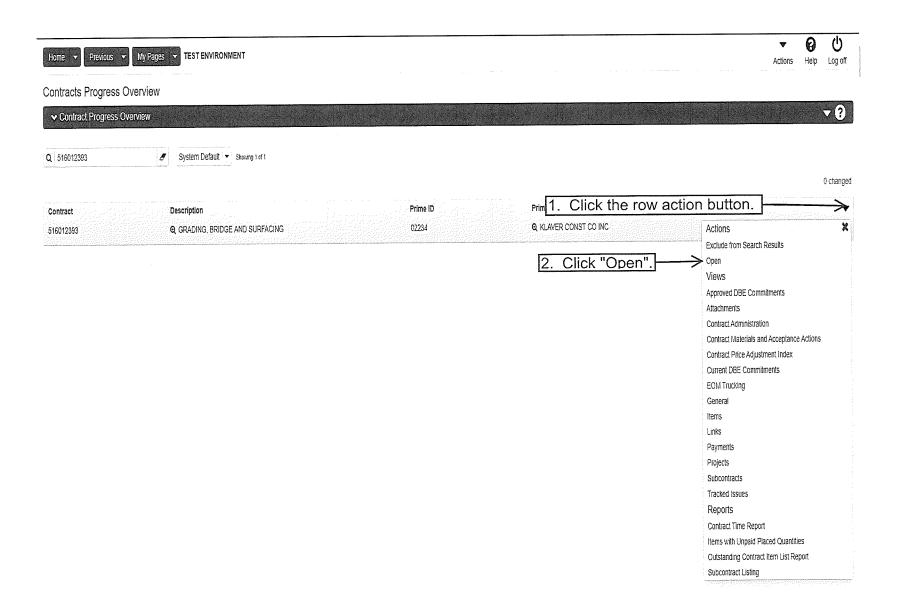
# CHANGE ORDERS USER GUIDE AGENCY





Enter search criteria above to see results of Show first 10

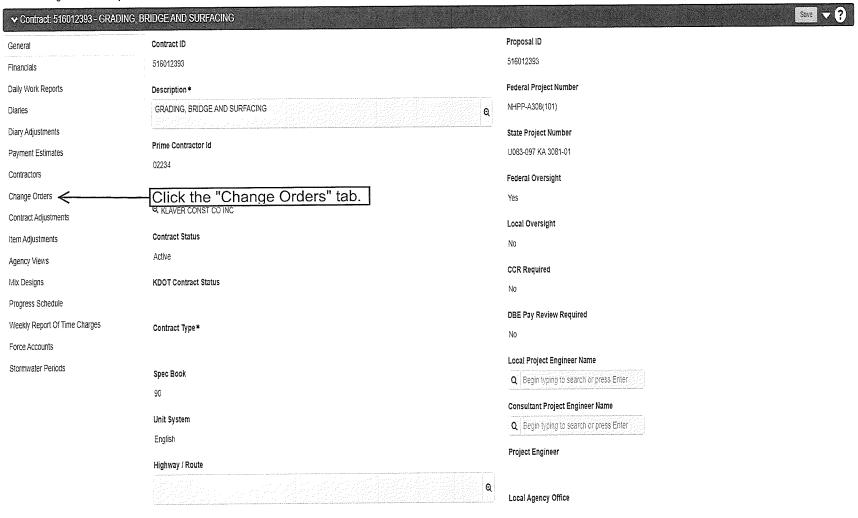
Revised 01/22





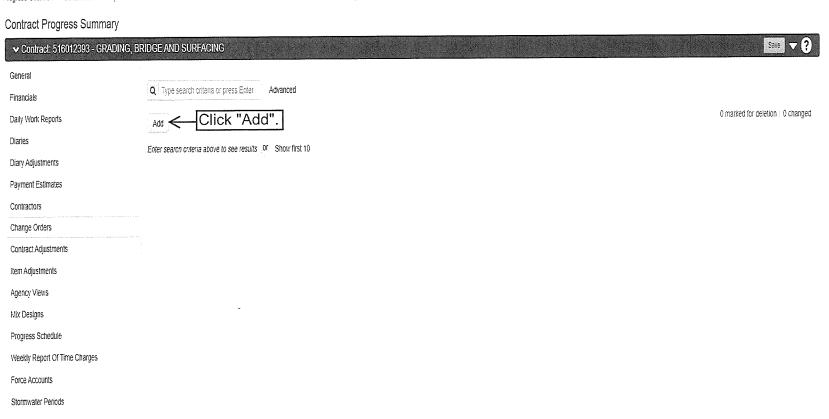
Progress Overview Construction Stockpile Contract Administration Contract Documentation Contract Materials and Acceptance Actions Items Payment Estimate Approval Levels Projects Subcontracts

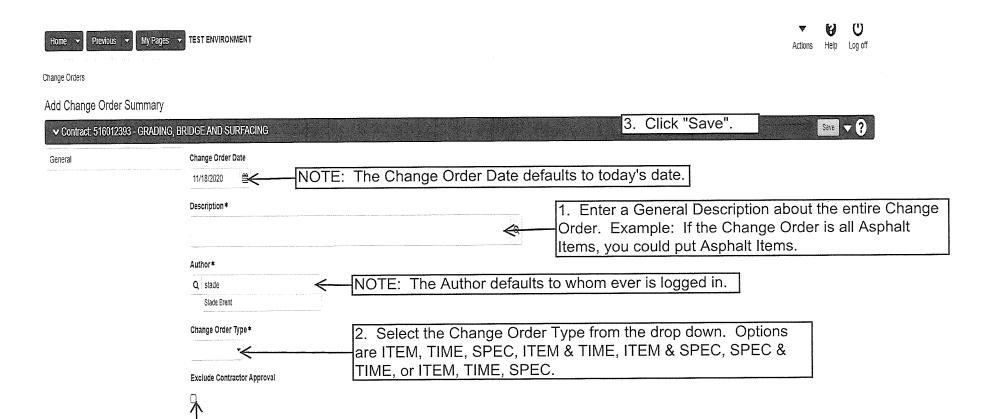
#### Contract Progress Summary



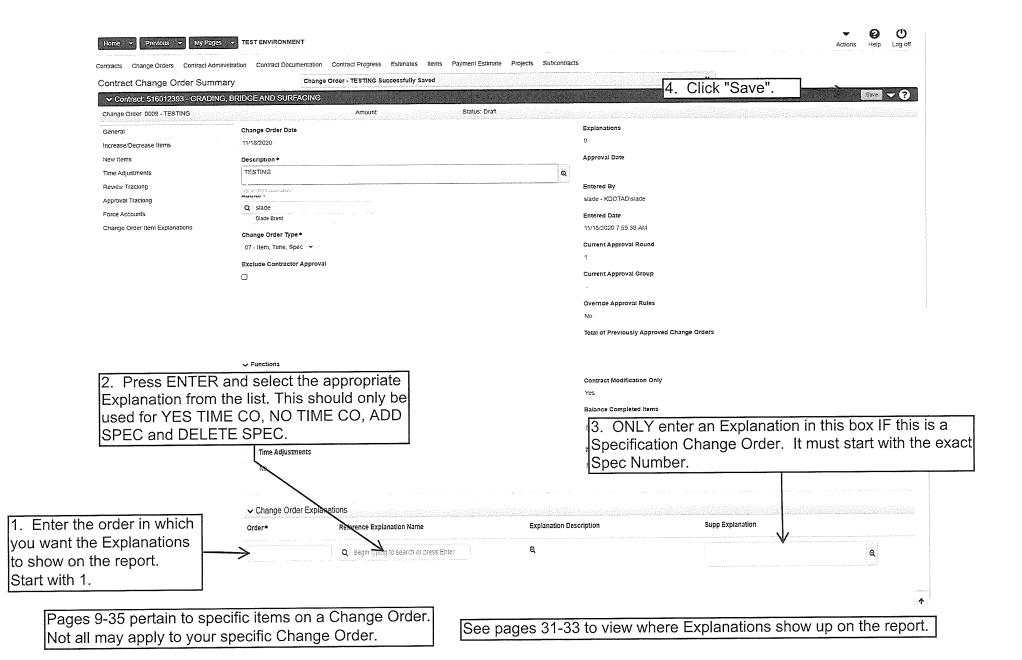


Progress Overview Construction Stockpile Contract Administration Contract Documentation Contract Materials and Acceptance Actions Items Payment Estimate Approval Levels Projects Subcontracts



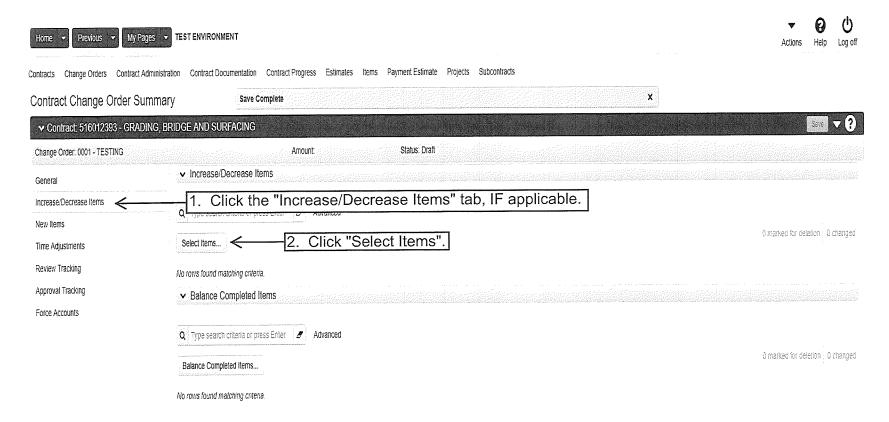


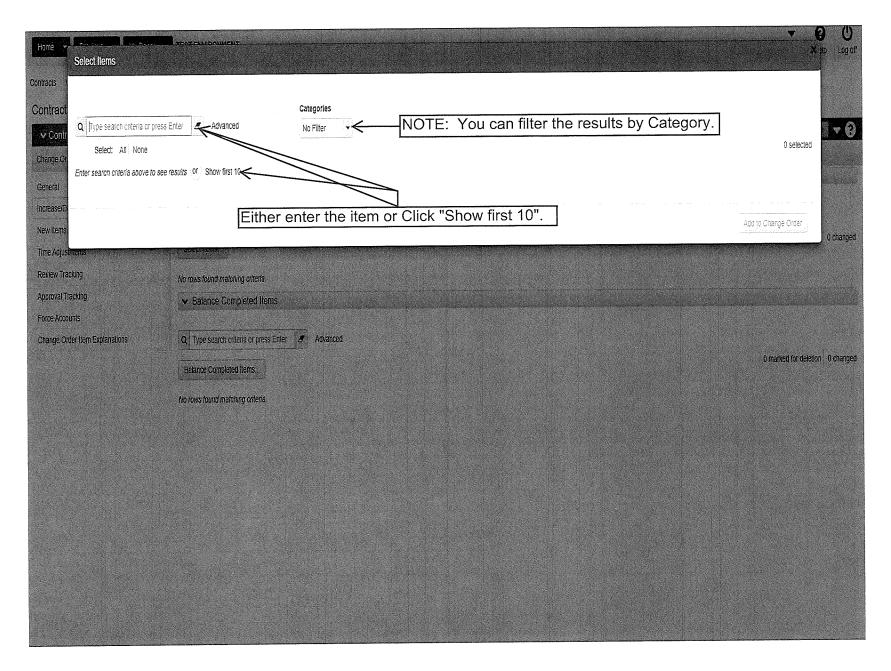
ONLY check this box IF the Change Order does NOT require the Contractor's signature.



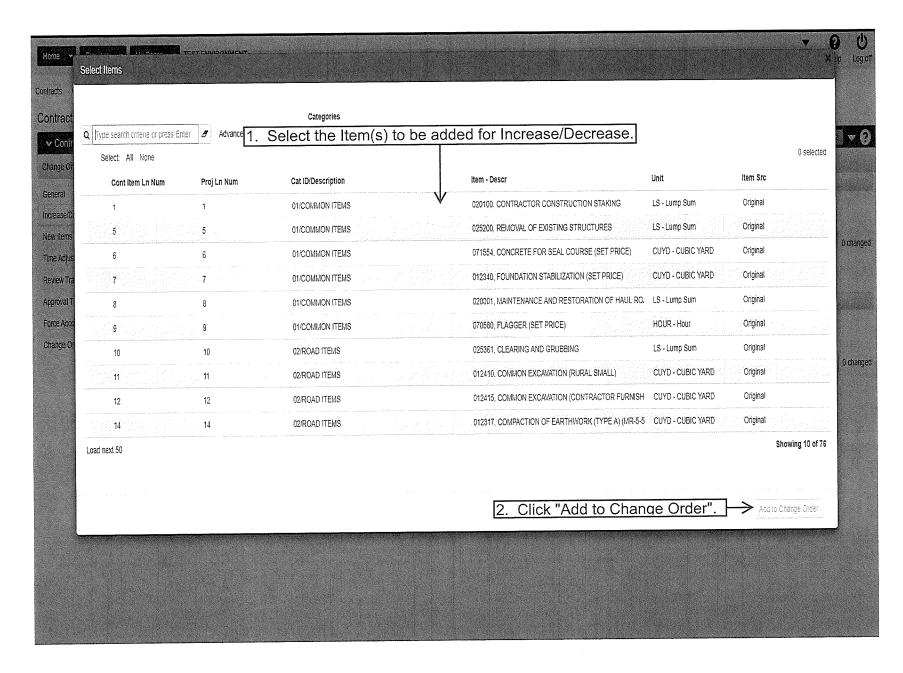
Revised 01/22

Pages 9 - 12 are for adding Increase/Decrease Items to a change order.

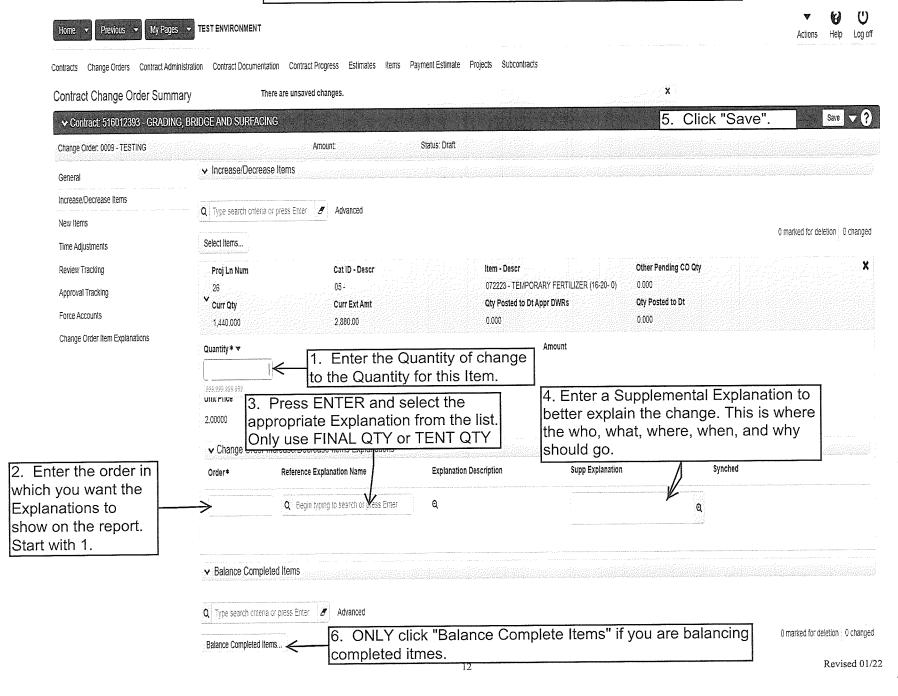




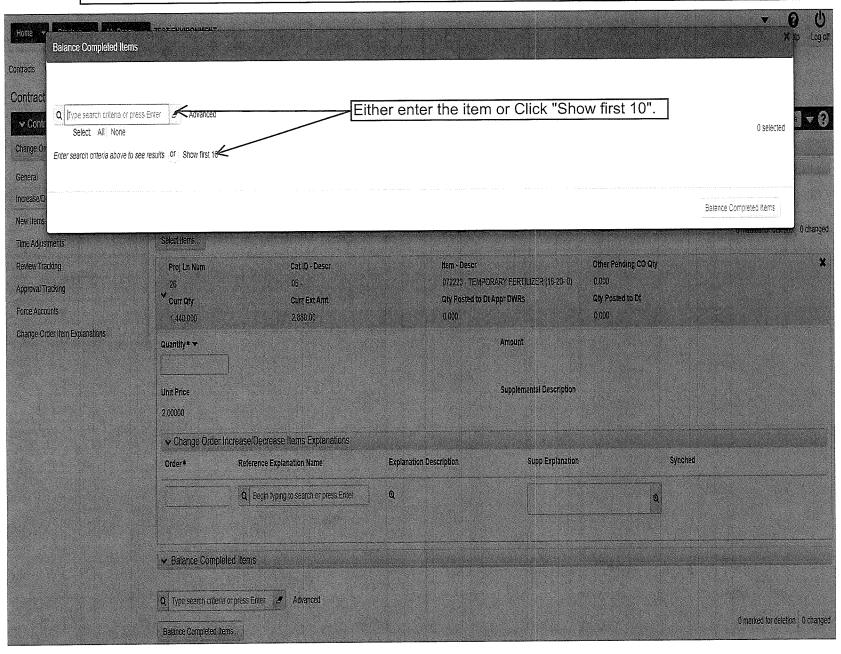
Revised 01/22

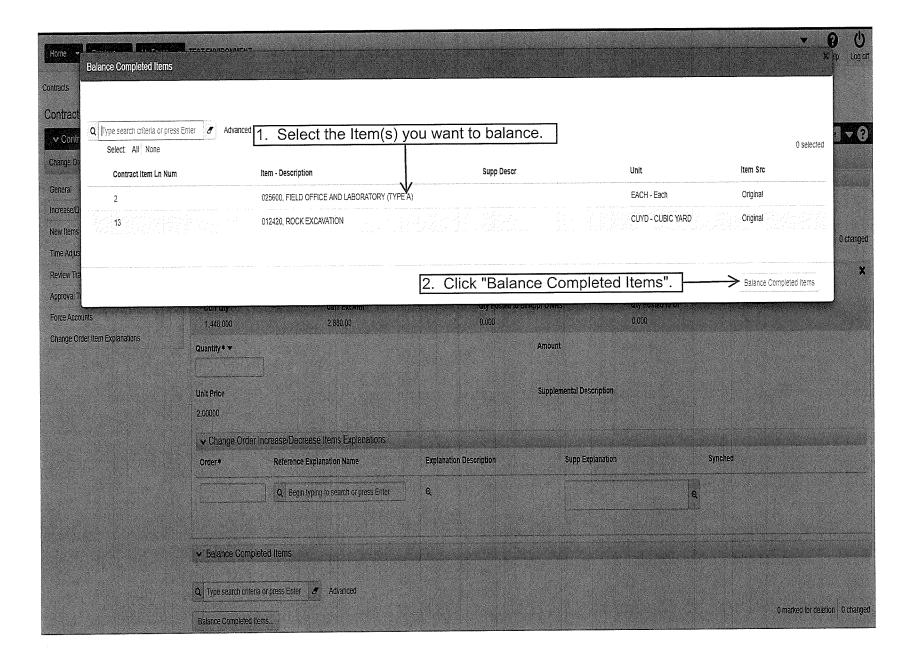


#### See page 31 to view where Explanations show up on the report.

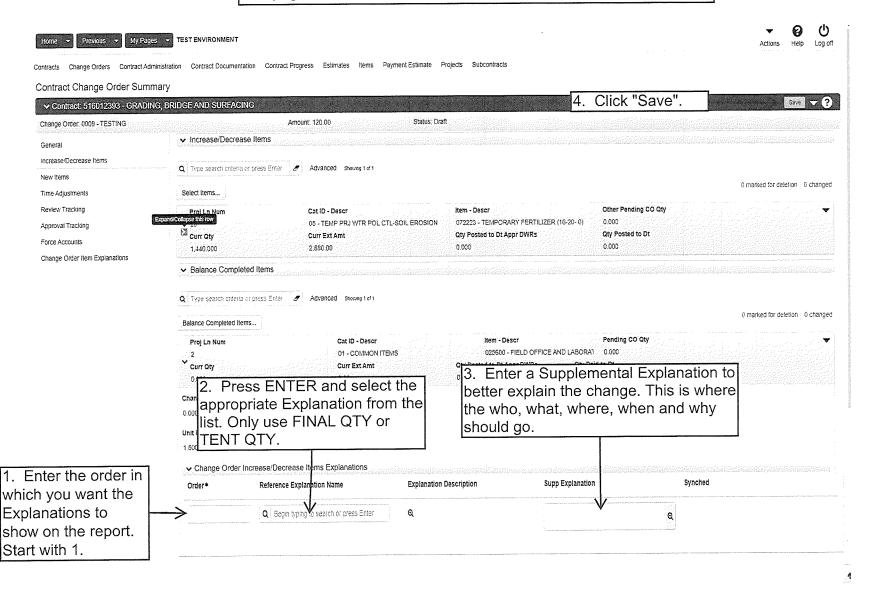


Pages 13-15 are for adding items that have been marked as Completed so the system will balance them automatically. For instructions on how to mark line items as COMPLETE, please refer to the Items User Guide.



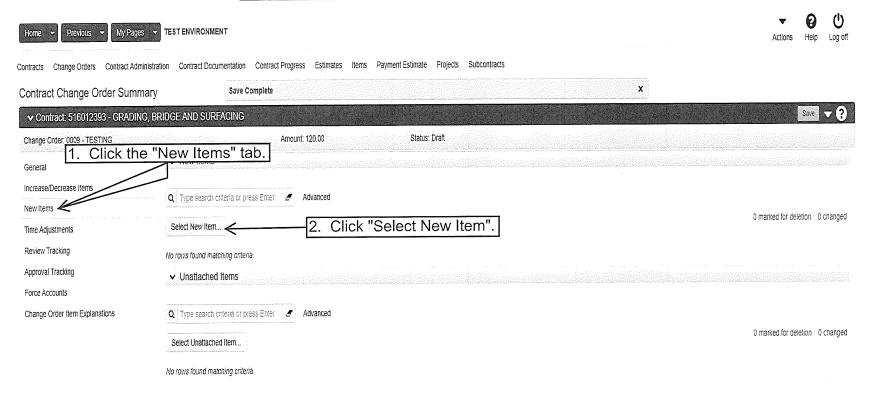


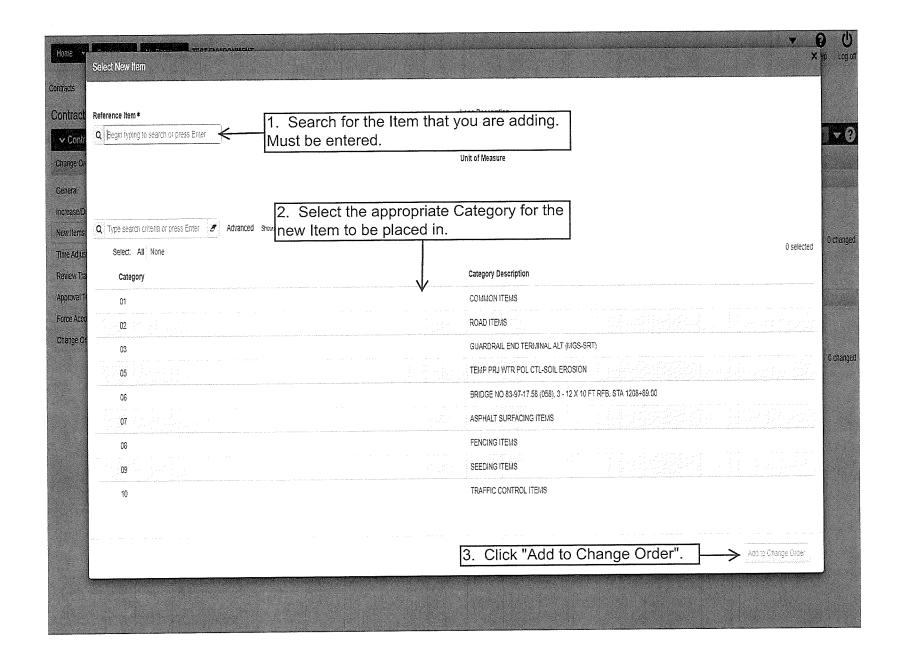
#### See page 31 to view where Explanations show up on the report.



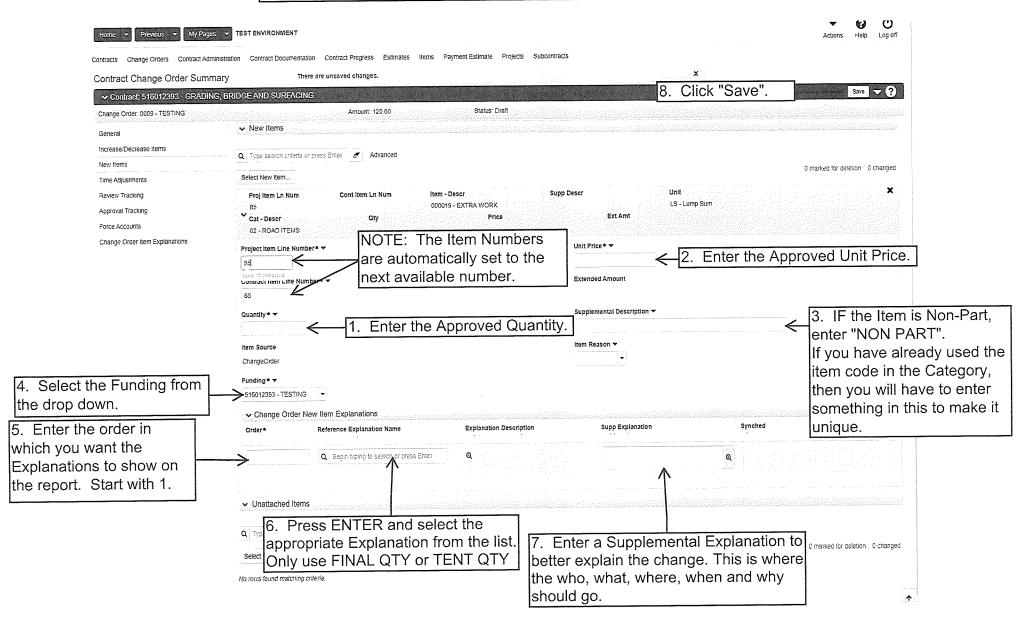
Revised 01/22

#### Pages 16-18 are for adding a NEW Item to a Change Order.

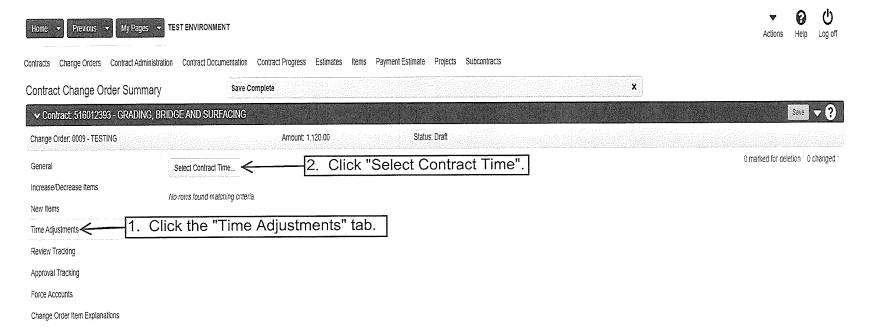


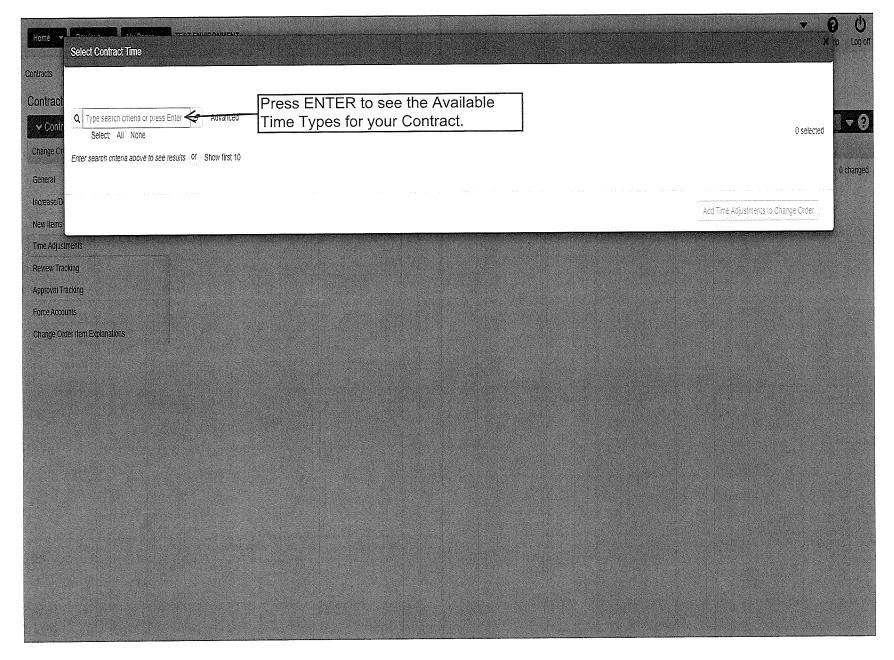


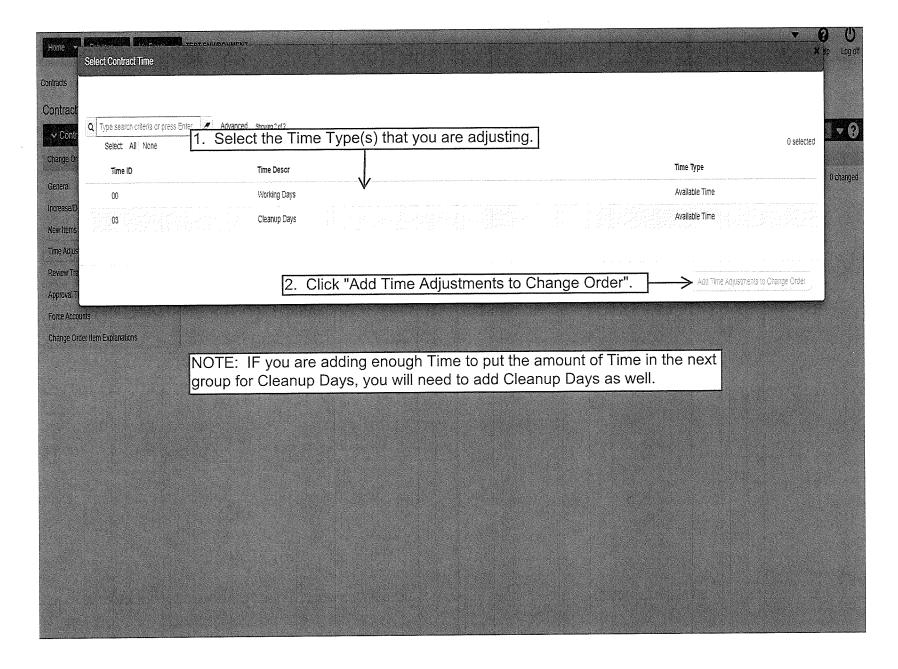
#### See page 31 to view where Explanations show up on the report.



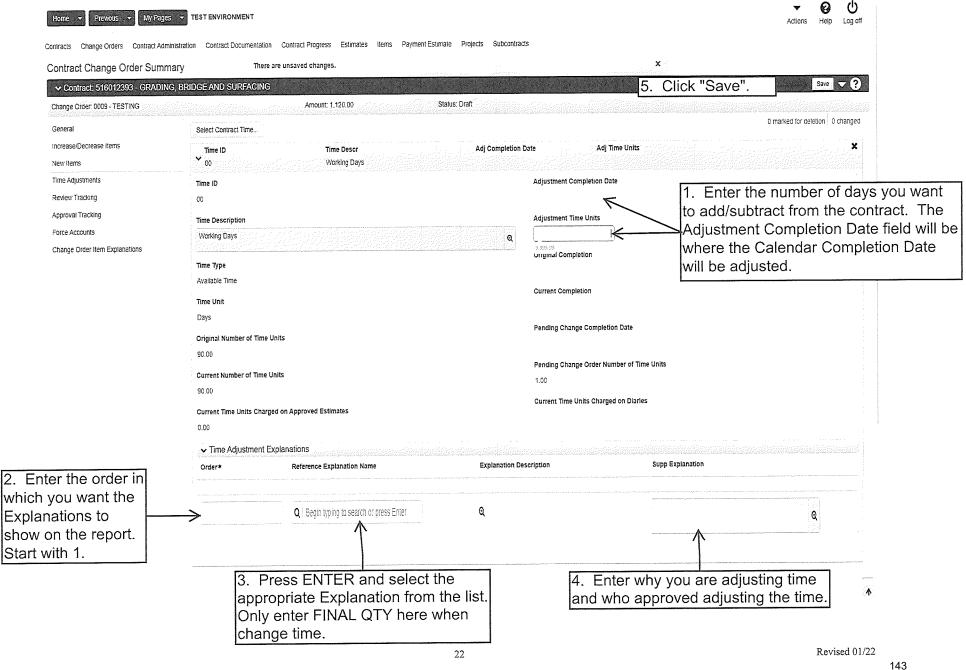
#### Pages 19-22 are for adjusting contract time.



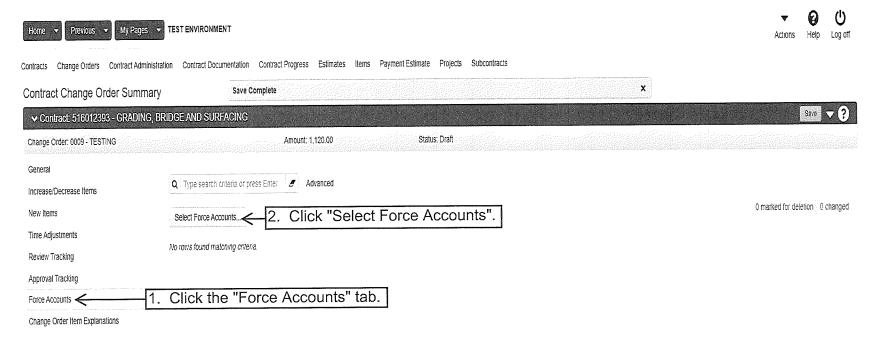


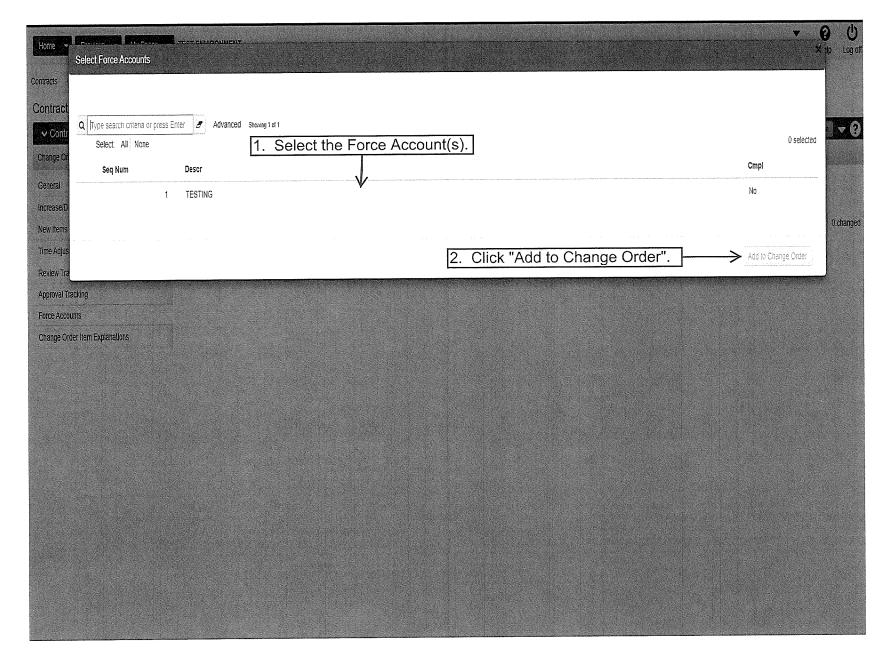


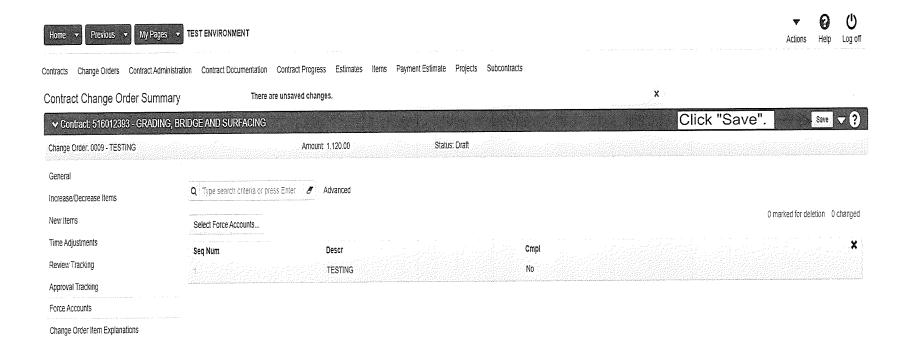
## See page 31 to view where Explanations show up on the report.



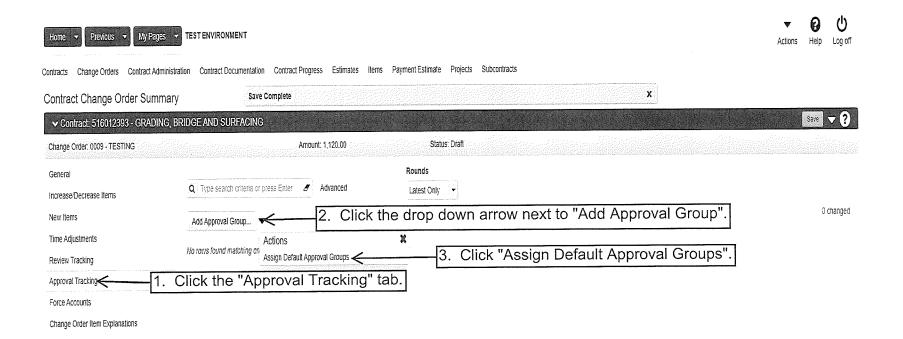
## Pages 23-25 are for adding Force Account.

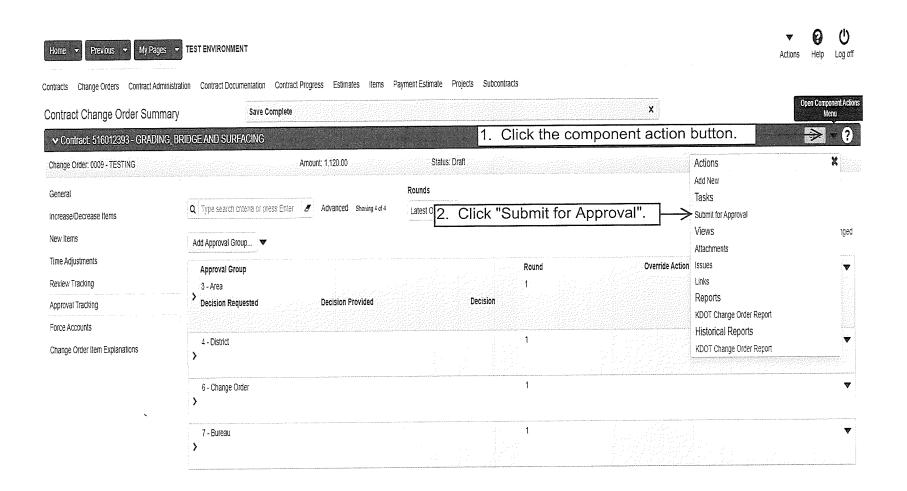










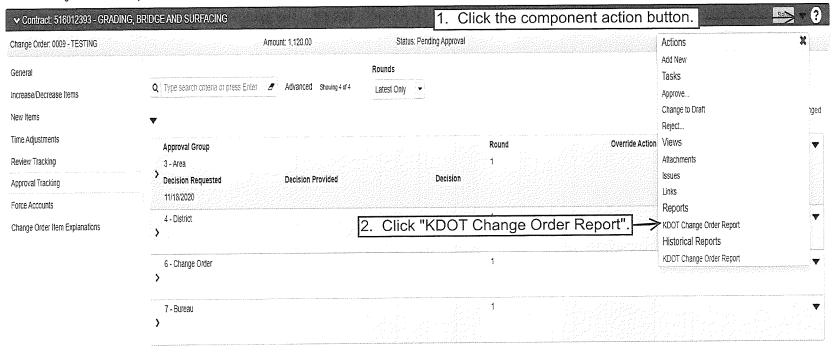


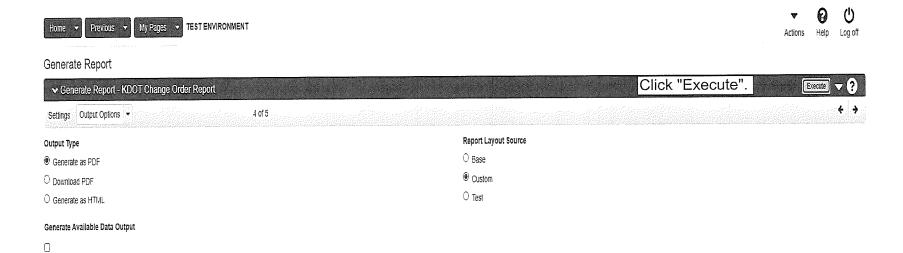


Actions Help Log off

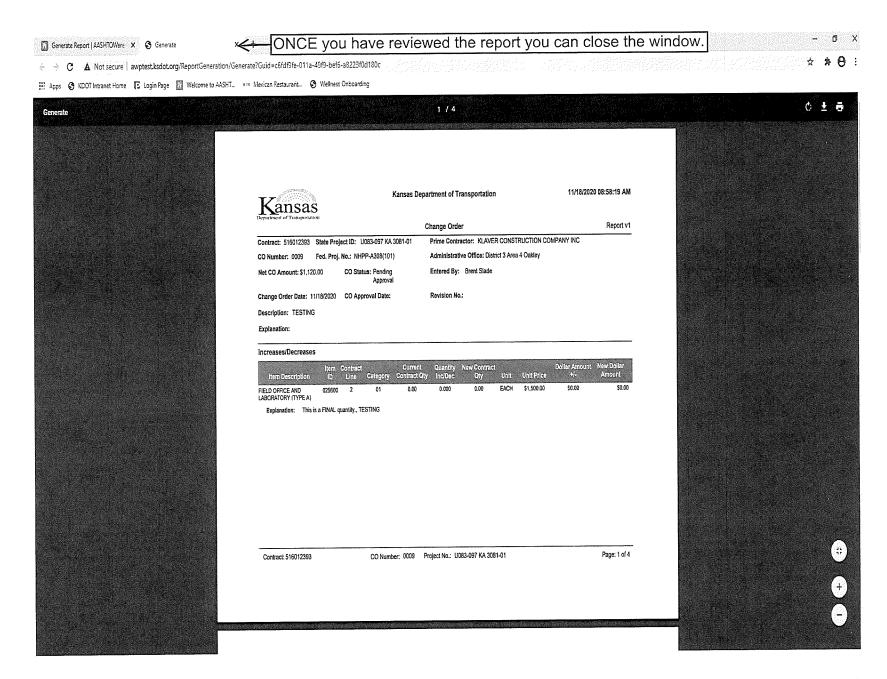
Contracts Change Orders Contract Administration Contract Documentation Contract Progress Estimates Items Payment Estimate Projects Subcontracts

### Contract Change Order Summary

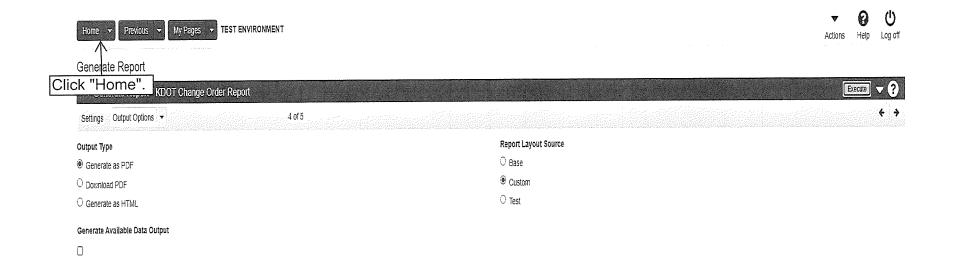




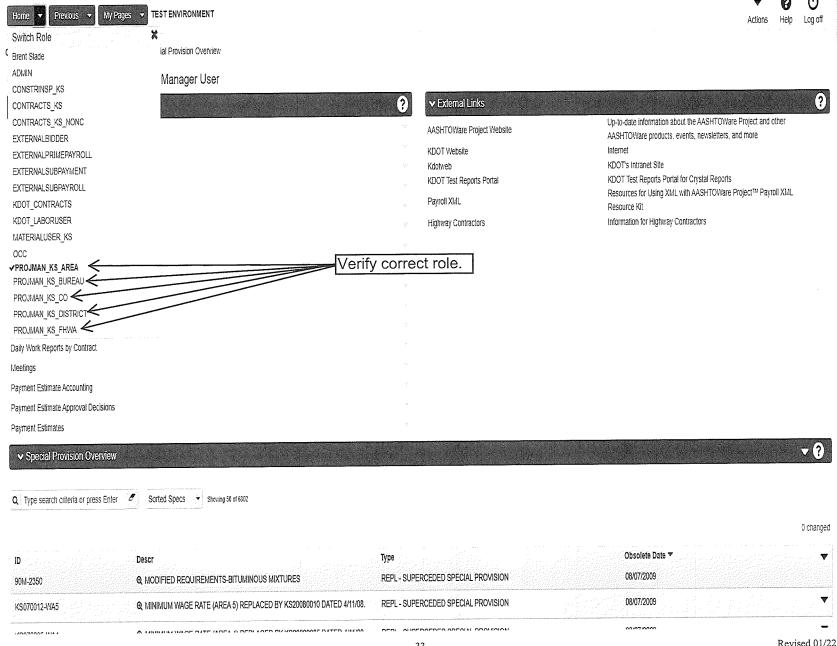
Revised 01/22



Revised 01/22



Pages 38-45 are for the approval process of the Change Order. The process is the same for all levels. The role is the only thing that changes.

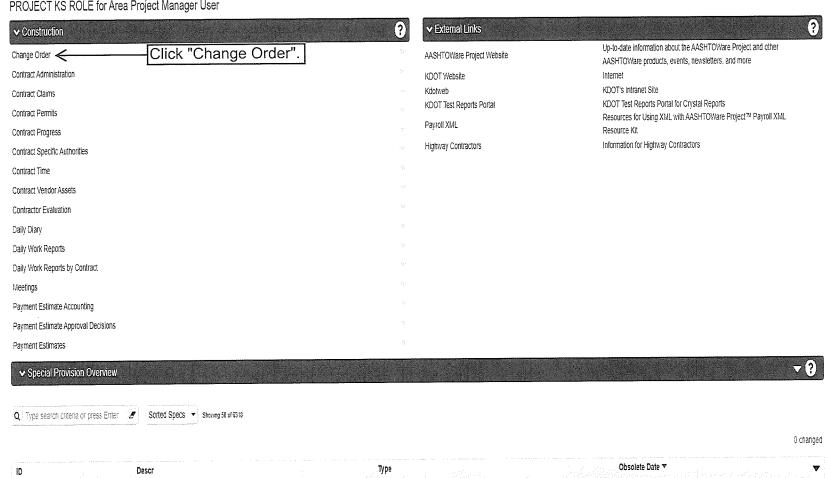






On this page: Construction External Links Special Provision Overview

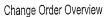
## PROJECT KS ROLE for Area Project Manager User



ID ,	Descr		Туре		Obsolete Date ▼	arla waa ahaa ahaa ahaa 🔻	,
90M-2350	€ MODIFIED REQUIREMENTS-BITU	MINOUS MIXTURES	REPL - SUPERCEDED SPECIAL I	PROVISION	08/07/2009		
KS070012-WA5	<b>Q</b> MINIMUM WAGE RATE (AREA 5)	REPLACED BY KS20080010 DATED 4/11/08.	REPL - SUPERCEDED SPECIAL I	PROVISION	08/07/2009	<u> </u>	•
KRO7000A-M/AJ	MINIMILIA WACE DATE (ADEA A)	DEDI AMEN RY KRONNRANAS NATEN 4/11/18	DEDI - GIIDEBUENEN GDECIAI	NUISINA	0.8/07/2009	▼	,

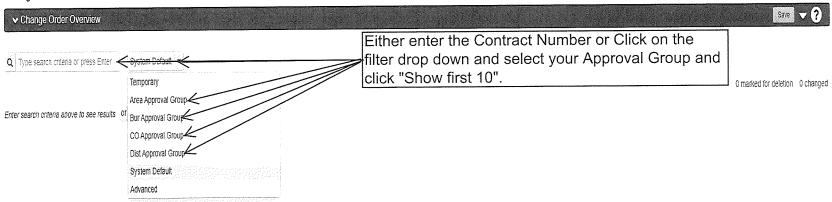
Revised 01/22

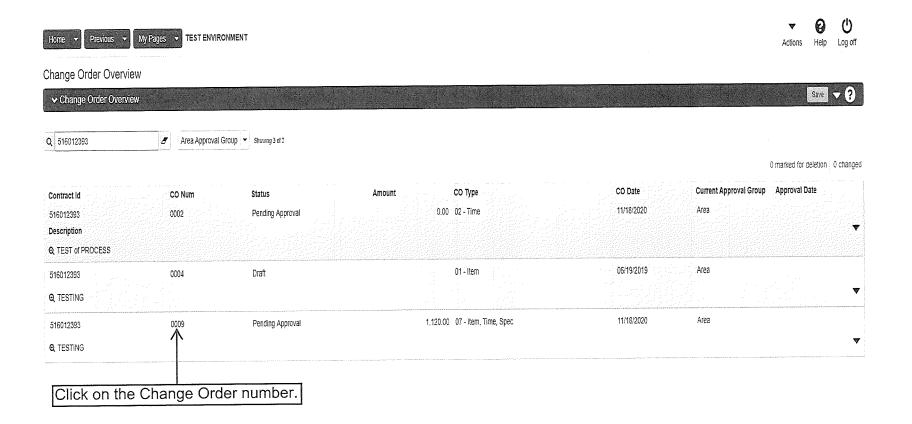


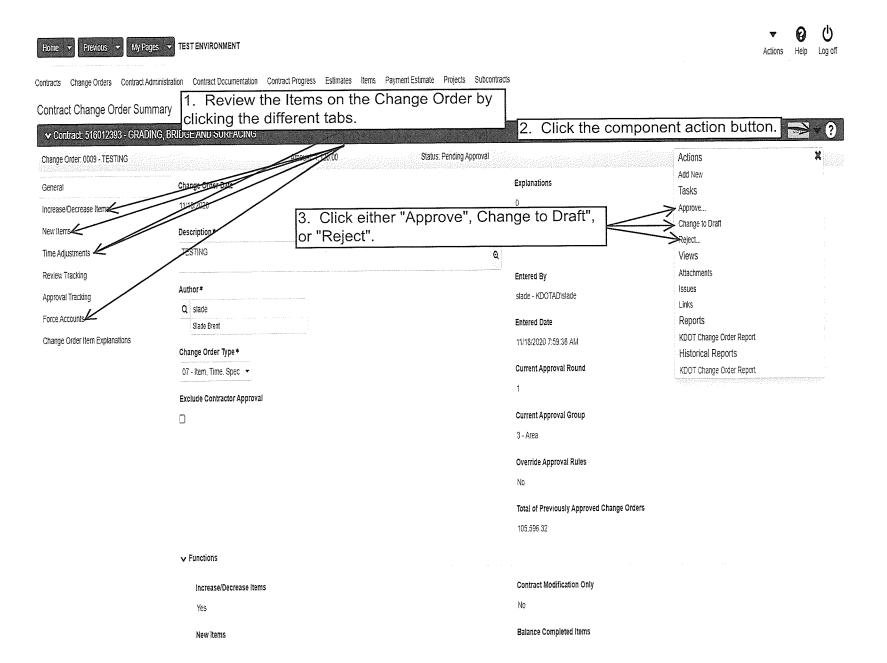


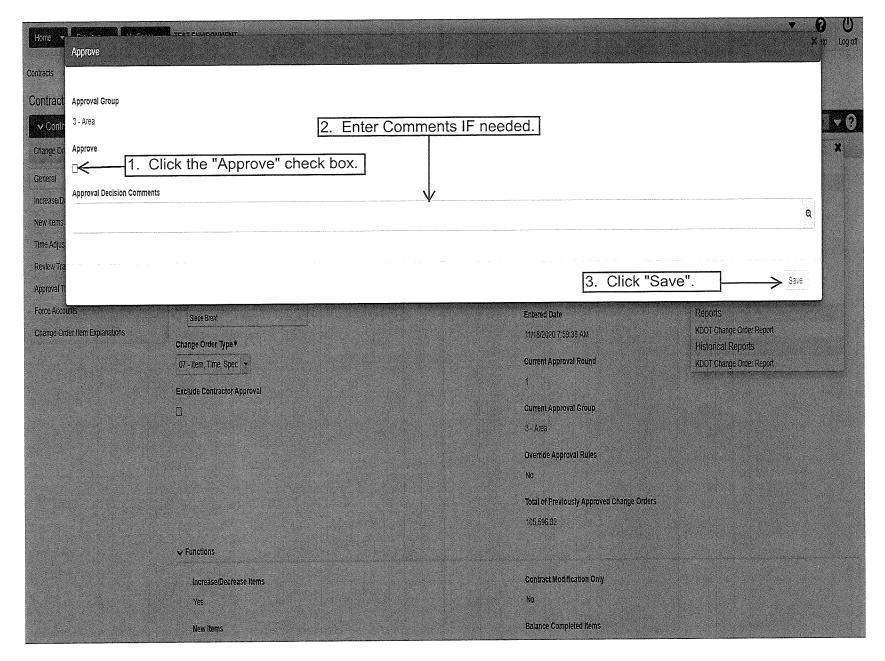
Previous ▼ My Pages ▼

TEST ENVIRONMENT







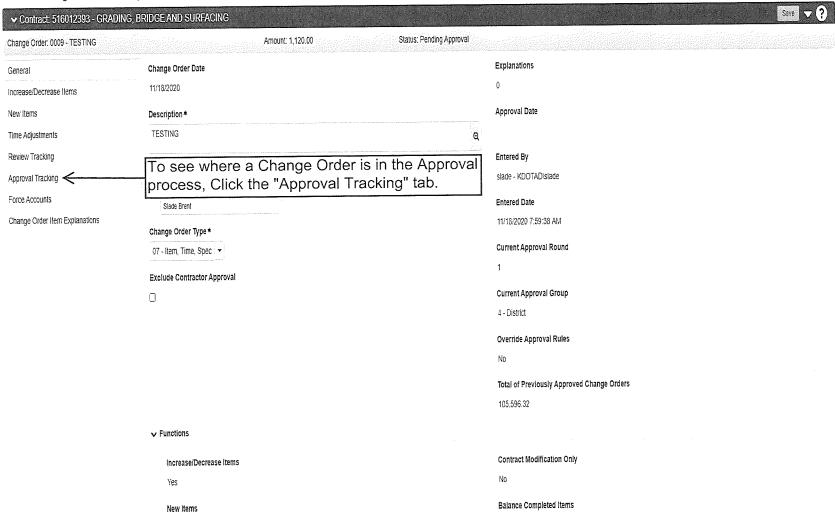






Contracts Change Orders Contract Administration Contract Documentation Contract Progress Estimates Items Payment Estimate Projects Subcontracts

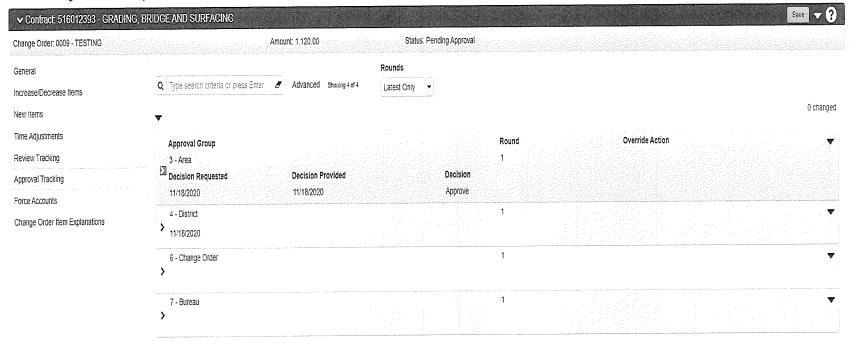
### Contract Change Order Summary





Contracts Change Orders Contract Administration Contract Documentation Contract Progress Estimates Items Payment Estimate Projects Subcontracts

## Contract Change Order Summary



# **Change orders**

- Advance requests necessary to get <u>prior approval</u> for significant increases or adding line items to projects
- Once approved, create the change order and send to contractor within one week.
- Include date of approval by Construction & Materials in your justification on the change order.
- Bid items that do not require advance request



# change orders

- An Advanced Request must be created for the following:
  - Any new bid item or revised unit price
  - Any overrun of \$10,000 on Maximum Dollar Contracts
  - Any bid item \$30,000 over contract amount on Non-Maximum Dollar Contracts (Usually federal funded)



## **Advance Requests**

There are 3 acceptable formats

- Information provided in AWP change order <u>Advance Request</u> <u>example 2.pdf</u>
- OInformation provided in 221 form <u>4-44 KA 3145-01</u> (515056181) AR Additional Construction of 2 Entrances.xlsx
- OInformation provided in Email (make sure all information is included) Advance Request example.pdf



## REECE CONSTRUCTION CO., INC.

AN EQUAL OPPORTUNITY EMPLOYER

BRIDGES



**CULVERTS** 

December 1, 2014

Kansas Dept. of Transportation P.O. Box 68 Belleville, KS 66935

Attention: Jean Istas

Re: Jewell County KS 28-45 KA 0022-01

Dear Jean,

Attached is a breakdown of the price from Seeders, Inc. due to the change in quantities on the above referenced project taking the total amount of seeding to over an acre.

We respectfully request the prices as displayed from Seeders, Inc. of \$7430 plus 5% Administration for Reece Construction Co., Inc. of \$371.50 for a total contract increase of \$7801.50.

Thank you for your prompt attention to this request, we are anxious to get this job finaled out.

Sincerely,

Mary Lou Reece Reece Construction Co., Inc.





4111 S. Broad St. Wichita, Kansas 67215 (316) 722-8345 Fax (316) 722-0474

## **Revised Seed Quantities**

December 1-2014

To: Reece Construction

From: Bob Stuhlsatz Seeders, Inc.

TOTAL:

Re: K-DOT State Project No. K028-045 KA 0022-01 Jewell County, KS

Line	Item Description	Estimated Quantity	Units	Unit Bid \$	Arr	nount Bid \$
Temporary	Seeding					
	Temporary Fertilizer	110.00	LBS	3.00		330.00
	Temporary Seed (Canada Wild Rye)	16.50	LBS	82.53		1,361.70
	Temporary Seed (Sterile Wheatgrass)	27.50	LBS	36.12		993.30
	Temporary subtotal				\$	2,685.00
Permanent	: Seed					
	Fertilizer (16-20-0)	88.00	LBS	3.02		266.10
	Seed (Big Bluestern Grass-Kaw)	1.60	LBS	156.00		249.60
	Seed (Blue Grama Grass-Lovington)	0.10	LBS	156.00		15.60
	Seed (Buffalo Grass-Treated)	3.75	LBS	156.00		585.00
	Seed (Canada Wild-Rye)	2.13	LBS	156.00		332.28
	Seed (Indian Grass - Osage)	1.14	LBS	156.00		177.84
	Seed (Little Bluestern Grass-Aldous)	0.76	LBS	156.00		118.56
	Seed (Side Oats Grama - El Reno)	1.85	LBS	156.00		288.60
	Seed (Switchgrass Blackwell)	0.38	LBS	156.00		59.28
	Seed (Tall Drop)	0.08	LBS	156.00		12.48
	Seed (Western Wheatgrass-Barton)	2.58	LBS	156.00		402.48
	Seed (Prairie June Grass)	0.06	LBS	156.00		9.36
	Seed (Sterile Wheat Grass)	4.97	LBS	156.00		775.32
	Seed (Native Wildflower Mix 2)	5.81	LBS	250.00		1,452.50
	Permanent subtotal				\$	4,745.00

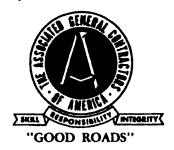


7,430.00

## REECE CONSTRUCTION CO., INC.

AN EQUAL OPPORTUNITY EMPLOYER

**BRIDGES** 



**CULVERTS** 

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Kansas Dept. of Transportation P.O. Box 68 Belleville, KS 66935

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Sincerely,

Mary Lou Reece Reece Construction Co., Inc.



4111 S. Broad St. Wichita, Kansas 67215 (316) 722-8345 Fax (316) 722-0474

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December 1-2014

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Re: K-DOT State Project No. K028-045 KA 0022-01 Jewell County, KS

Line	Item Description	Estimated Quantity	Units	Unit Bid \$	An	nount Bid \$
Temporary	seeding					
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	Seed (Indian Grass - Osage)	1.14	LBS	156.00		177.8 <del>4</del>
	Seed (Little Bluestem Grass-Aldous)	0.76	LBS	156.00		118.56
	Seed (Side Oats Grama - El Reno)	1.85	LBS	156.00		288.60
	Seed (Switchgrass Blackwell)	0.38	LBS	156.00		59.28
	Seed (Tall Drop)	0.08	LBS	156.00		12.48
	Seed (Western Wheatgrass-Barton)	2.58	LBS	156.00		402.48
	Seed (Prairie June Grass)	0.06		156.00		9.36
	Seed (Sterile Wheat Grass)	4.97	LBS	156.00		775.32
	Seed (Native Wildflower Mix 2)	5.81	LBS	250.00		1,452.50
	Permanent subtotal				\$	4,745.00
	TOTAL:			\$		7,430.00

#### Judy Wagner

From:

Susan Eiseman

Sent:

Monday, December 08, 2014 11:32 AM

To:

Shad Lohman

Cc:

Jean Istas; Jeff Noland; Glenda Willis; Judy Wagner

Subject:

RE: 28-45 KA 0022-01, 514022252, Advance Request CO #5

Jean,

This request is approved.

Thanks, Sue Eiseman

From: Shad Lohman

Sent: Friday, December 05, 2014 3:05 PM

To: Susan Eiseman

Cc: Jean Istas; Jeff Noland; Glenda Willis; Judy Wagner

Subject: FW: 28-45 KA 0022-01, 514022252, Advance Request CO #5

Sue.

District concurs.

thanks shad

From: Jean Istas

Sent: Friday, December 05, 2014 1:38 PM

To: Shad Lohman

Cc: Jeff Noland; Glenda Willis; Judy Wagner; Gerry Mai

Subject: FW: 28-45 KA 0022-01, 514022252, Advance Request CO #5

Shad.

Attached is an advance request for your review and further handling.

Prices for the individual seeding items do not compare favorably to quarterly bid tabs. However when the original lump sum prices are prorated by the increase in acres the total of the new seeding items compare favorably.

Total of original lump sum items

= \$5720.00

X 1.1 acre/0.74 acre

Prorated lump sum seed items

= \$8502.70

Total \$ of new seed items

= \$7801.27

Thank you, Jean F Istas Const. Manager Belleville Const. Office Kansas Department of Transportation PO Box 68 1652 N US-81 Belleville, KS 66935-0068



#### KANSAS DEPARTMENT C ANSPORTATION

Reference No.:

#### ADVANCED REQUEST FOR MAJOR CHANGE ORDER APPROVAL

			PER PRINCES REGUEST I ON INCOME CONTROL						
County	Jeffe	rson	Project Number	4-44 KA 3145-01		Contract No.	515056181		
ype of Wark: Intersection Improvement									
Contractor:	actor: Hamm, Inc.								
ESTIMATED QUANTITIES INVOLVED IN THIS CHANGE									
			ESTIMATED QUANTITIES INVOLVED II	N THIS CHANGE					
NET CHANGE OF QUNAITITIES	100000000000000000000000000000000000000	Line Item	ITEM OF WORK	CONTRACT	REVISED OR NEW		MOUNT		
(+ ar-)		No.	TEM OF WORK	PRICE	UNIT PRICE		+or-)		
1			Extra Work (2 Entrances)	THICE	12,900.00		,900.00		
				Estimated Incre	ase / Decrease \$	12	.900.00		
				Estimated mere	use, bearing		,500.00		
			EXPLANATION OF CHANGE	GE					
error in the plans corner of the inte flume was to be p contructed to allo the contractor will This extra work re	and an agr rsection of blaced into www.access to Il need to c	f 46th the n to the constr	to the contract to compensate the contractor for the ent with KDOT. The contract plans called for the first Street and Sherman Road to be removed wth a ditch ew ditch along the realignment. The plans did not cal property. The construction of the second entrance wout, on the north end of the new cul-de-sac a new enconstruction of these two entrances. Attched to this ices. The contractor stated that they will need 15 days	entrance, a private put in its place. Th If for the constructi as brought to legal trance.  AR is the cost breal	entrance, to the e entrance was on of a new entr 's attention, who down from the	e property in the on 46th Street a rance, which ner ere they informe	e southeast and a rock eds to be ed us, that		
•			AR Crib Notes:						
What:									
Where:									
Why:									
How:									
Who:/									
Approval:	rice 1	٦٢	P17						
	KA 3145-01		4-44 KA 3145-01						
Remarks: (5150)	56181) AR - ance Plans	<u>.</u>	Extra Work Ent Finalis						
nemarks.									
Dealers Adapt - to		h Mat	<u> </u>	Bure	au of Construction		Approval Authority		
Project Administ Date of Request:	cracor, Distri	ict Oni	e, Area Four, Construction 9/19/2016 Date:				- Shream sentimetry		
		-							

Note Corrections & Return

Route Advanced Request

Rev.3-82

Create Change Order w/o Route



D.O.T. Form No. 221



QUARRIL
CONSTRUCTION
ASPHALT
WASTE MANAGEMENT

609 Perry Place PO Box 17 Perry, KS 66073-0017 Telephone 785-597-5111 FAX 785-597-5117

September 15, 2016

Mr. Tom Dow, P.E. KDOT Topeka 101 Gage Blvd. Topeka, KS 66606

Re:

Project No: 4-44 KA 3145-01

K-4 / 46<sup>th</sup> St. Intersection

Added Entrance for Mr. Anderson

Tom -

KDOT has requested a price to add a concrete entrance apron and aggregate driveway from the newly constructed cul-de-sac to Mr. Davis' property north of the project. Attached is the original request and drawings that describe the work. Listed below is the breakdown of the extra costs we anticipate for this work. Other items will be paid on existing line items. Please let me know if there are any questions.

ltem	Description	Quantity	Unit		Unit Bid		Bid Total
NEW	EXTRA WORK	1	LS	\$	12,900.00	\$	12,900.00
14544	2,7,7,4,7,7,0,7,1,7						
EXTRA WO	RK BREAKDOWN	Quantity	Unit		Unit Bid		Bid Total
Remove I	ield Entrance/Curb	1	LS	Ś	1.790.00	Ś	1,790.00
	•	_				ž	
Remove/	Replace Ditch Liner	1	LS	>	2,944.00	\$	2,944.00
Grade Dit	ch & New Road	1	LS	\$	2,600.00	\$	2,600.00
Hamm/Su	ınflower Mobilization	1	LS	\$	5,566.00	\$	5,566.00
						\$	12,900.00

Thank you, HAMM, INC.

Charlie Nadvornik, P.E.



### KANSAS DEPARTMENT OF TRANSPORTATION

Reference No.:		

## ADVANCED REQUEST FOR MAJOR CHANGE ORDER APPROVAL

unty	Jefferson	Project Nu	ımber	4-44 KA 3145-01		Contract No.	515056181
be of Work:			Intersection I	mprovement			
ontractor:			Hamn	ı, Inc.			
		ESTIMATED QUA	ANTITIES INVOLVE	D IN THIS CHANGE			
NET CHANGE	UNIT Line OF Item	ITEM OF WO	NDV	CONTRACT	REVISED OR NEW		AMOUNT
OF QUNAITITIES	WORK No.	TEW OF WC	JAK.	PRICE	UNIT PRICE	1	(+ or - )
(+ or -) 1		ra Work (2 Entrances)		THICE	12,900.00		2,900.00
				Estimated Incre	ase / Decrease \$	:1	12,900.00
		EX	PLANATION OF CH	ANGE			
flume was to be r	Macod into the new					ance, which h	eeus to be
contructed to allot the contractor wi	ow access to the pro Il need to construct	operty. The construction of t , on the north end of the ne nstruction of these two entrans. The contractor stated that	he second entrand w cul-de-sac a nev ances. Attched to	entrance. his AR is the cost brea	I's attention, who	ere they inforn	
contructed to allot the contractor wi	ow access to the pro Il need to construct	perty. The construction of t , on the north end of the ne nstruction of these two entra	he second entrand w cul-de-sac a nev ances. Attched to	e was brought to legal e entrance. his AR is the cost brea days to complete this	I's attention, who	ere they inforn	
contructed to allot the contractor wi	ow access to the pro Il need to construct	perty. The construction of t , on the north end of the ne nstruction of these two entra	he second entrand w cul-de-sac a new ances. Attched to t t they will need 15	e was brought to legal e entrance. his AR is the cost brea days to complete this	I's attention, who	ere they inforn	
his extra work re	ow access to the pro Il need to construct	perty. The construction of t , on the north end of the ne nstruction of these two entra	he second entrand w cul-de-sac a new ances. Attched to t t they will need 15	e was brought to legal e entrance. his AR is the cost brea days to complete this	I's attention, who	ere they inforn	
his extra work re.or the location o	ow access to the pro Il need to construct	perty. The construction of t , on the north end of the ne nstruction of these two entra	he second entrand w cul-de-sac a new ances. Attched to t t they will need 15	e was brought to legal e entrance. his AR is the cost brea days to complete this	I's attention, who	ere they inforn	
his extra work refor the location of the What:	ow access to the pro Il need to construct	perty. The construction of t , on the north end of the ne nstruction of these two entra	he second entrand w cul-de-sac a new ances. Attched to t t they will need 15	e was brought to legal e entrance. his AR is the cost brea days to complete this	I's attention, who	ere they inforn	
what: Where: Why: How: Who: / Approval: Reference: 4-44 (5150	equest is for the confithe new entrances  KA 3145-01	perty. The construction of t , on the north end of the ne nstruction of these two entra	he second entrand w cul-de-sac a new ances. Attched to t t they will need 15	e was brought to legal e entrance. his AR is the cost brea days to complete this	I's attention, who	ere they inforn	
what: Where: Why: How: Who: / Approval: Reference: (5156	equest is for the cor f the new entrances KA 3145-01	neperty. The construction of the new points of the new points of the set when the contractor stated that the contractor stated th	he second entrand w cul-de-sac a new ances. Attched to t t they will need 15	e was brought to legal rentrance. his AR is the cost brea days to complete this	I's attention, who	contractor an	
what: Where: Why: How: Who: / Approval: Reference: Remarks:	equest is for the confirment of the new entrances  KA 3145-01 156181) AR - trance Plans  Josh Matyi	neperty. The construction of the new points of the new points of the set when the contractor stated that the contractor stated th	he second entrand w cul-de-sac a new ances. Attched to t t they will need 15	e was brought to legal rentrance. his AR is the cost brea days to complete this	kdown from the work.	contractor an	



QUARRIES
CONSTRUCTION
ASPHALT
WASTE MANAGEMENT

609 Perry Place PO Box 17 Perry, KS 66073-0017 Telephone 785-597-5111 FAX 785-597-5117

September 15, 2016

Mr. Tom Dow, P.E. KDOT Topeka 101 Gage Blvd. Topeka, KS 66606

Re:

Project No: 4-44 KA 3145-01 K-4 / 46<sup>th</sup> St. Intersection

Added Entrance for Mr. Anderson

Tom -

KDOT has requested a price to add a concrete entrance apron and aggregate driveway from the newly constructed cul-de-sac to Mr. Davis' property north of the project. Attached is the original request and drawings that describe the work. Listed below is the breakdown of the extra costs we anticipate for this work. Other items will be paid on existing line items. Please let me know if there are any questions.

ltem	Description	Quantity	Unit	Unit Bid		Bid Total
NEW	EXTRA WORK	1	LS	\$ 12,900.00	\$	12,900.00
EXTRA W	ORK BREAKDOWN	Quantity	Unit	Unit Bid	ı	Bid Total
Remove	e Field Entrance/Curb	1	LS	\$ 1,790.00	\$	1,790.00
Remove	e/Replace Ditch Liner	1	LS	\$ 2,944.00	\$	2,944.00
Grade [	Oitch & New Road	1	LS	\$ 2,600.00	\$	2,600.00
Hamm/	Sunflower Mobilization	1	LS	\$ 5,566.00	\$	5,566.00
•					\$	12,900.00

Thank you, HAMM, INC.

Charlie Nadvornik, P.E.

Thank you,

#### Charlie Nadvornik

Hamm, Inc. | P: 785.597.5111 | F: 785.597.5117 609 Perry Place | Perry, KS | 66073

From: Vic Schmille [mailto:Vic@sunflowerpaving.com]

Sent: Monday, August 01, 2016 1:58 PM

To: Charlie Nadvornik

Subject: RE: 4-44 KA 3145-01 Entrance for Mr. Charles Anderson

This message originated from outside your organization

Charlie our concrete crews are booked for August and first part of September. So if you can wait that long we could take a look at it.

VIC

From: Charlie Nadvornik [mailto:Charlie.Nadvornik@nrhamm.com]

Sent: Monday, August 01, 2016 1:50 PM

To: Vic Schmille

Subject: FW: 4-44 KA 3145-01 Entrance for Mr. Charles Anderson

Vic – on our 46<sup>th</sup> & K-4 project in Jefferson County, the State has added a little bit of concrete work to the project. King's had the concrete work for this project, but they have long since demobilized and are too busy to come back for this little bit of work. The State would overrun the existing 6" concrete item (\$85.00/SY), and would allow some money for an additional mob. There will also be a second entrance coming off the newly completed cul-de-sac, so it will be more SY than what's listed below. Please let me know if you think Sunflower be interested in placing the concrete for us.

Thank you,

#### Charlie Nadvornik

Hamm, Inc. | P: 785.597.5111 | F: 785.597.5117 609 Perry Place | Perry, KS | 66073

From: Charlie Nadvornik

**Sent:** Tuesday, July 26, 2016 12:56 PM **To:** Dale Ping (<u>dale@kings-const.com</u>)

Subject: FW: 4-44 KA 3145-01 Entrance for Mr. Charles Anderson

Dale – I spoke with KDOT a few minutes ago, and they were wondering about this request for extra work on 46<sup>th</sup> St. Also, their legal team found they are required to add another entrance coming off the north end of the new cul-desac towards our lab trailer. They thought King's would do a better job of installing this new entrance than their maintenance crews, so please let me know if you are interested in that extra work as well.

Thank you,

#### Charlie Nadvornik

Hamm, Inc. | P: 785.597.5111 | F: 785.597.5117 609 Perry Place | Perry, KS | 66073 dale@kings-const.com

mailto:tomd@ksdot.org

rrandall@bettisasphalt.com

Tom.Flanagan@snco.us

mailto:Tom.Flanagan@snco.us

Subject to having adequate site distance east and west, my suggestion would be to move Mr. Anderson's drive centerline to the Sta 6+25. If that doesn't work. I would check with Mr. Anderson and see if he would accept and entrance off of Sherman just south to NE 46<sup>th</sup>.

Tom

From: Thomas Dow [mailto:tomd@ksdot.org]

**Sent:** Friday, July 08, 2016 4:32 PM

**To:** Flanagan, Tom **Cc:** Michelle Anschutz

Subject: 4-44 KA 3145-01 Entrance for Mr. Charles Anderson

Tom,

There another oversight by the consultant designer in the plans. There was a shallow concrete entrance in the curb to the property in the SE Corner of the intersection of 46<sup>th</sup> Street and Sherman Rd. The entrance was from 46<sup>th</sup> street. The plans called for the contractor to remove it and construction a rock flume into the new ditch along the realigned 46<sup>th</sup> Street. The plans did not call for construction a new entrance into the property. We were approach by Mr. Charles Anderson, the property owner, regarding when and where we planned to install a new entrance into his property. As this is a design oversight, I can add the cost of the new drive entrance to the contract, but as these are your roads to control entrances onto, I need your guidance as to where to place it.

If you look at the attached plan sheet you can make out the outline of the formerly existing entrance at sta. 6+00.

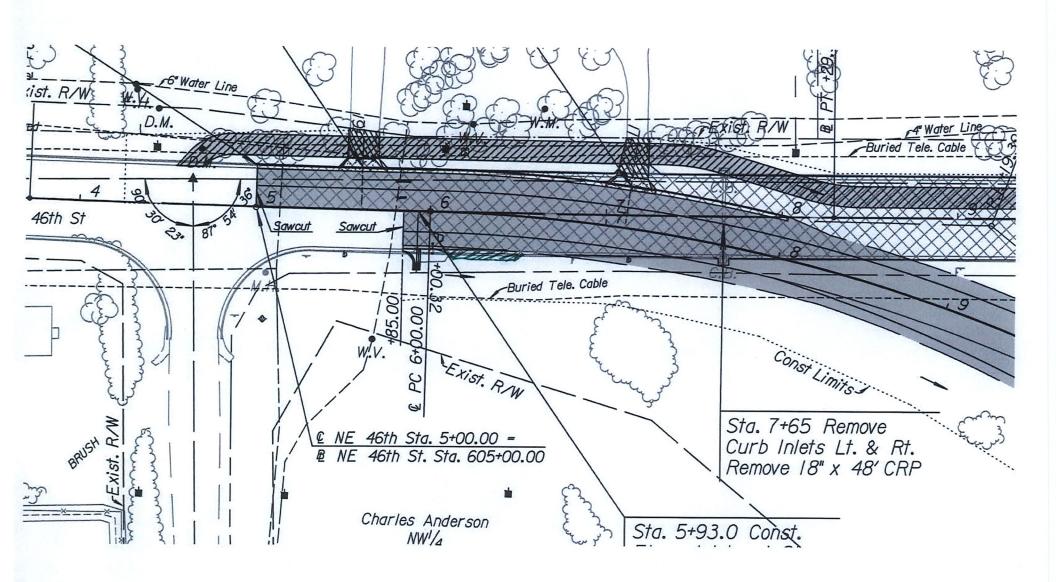
What are your thoughts on location?

Fom

## THOMAS A. DOW, P.E.

Construction Engineer KDOT District 1 Area 4 – Topeka 101 SW Gage Blvd Topeka, KS 66606-2021

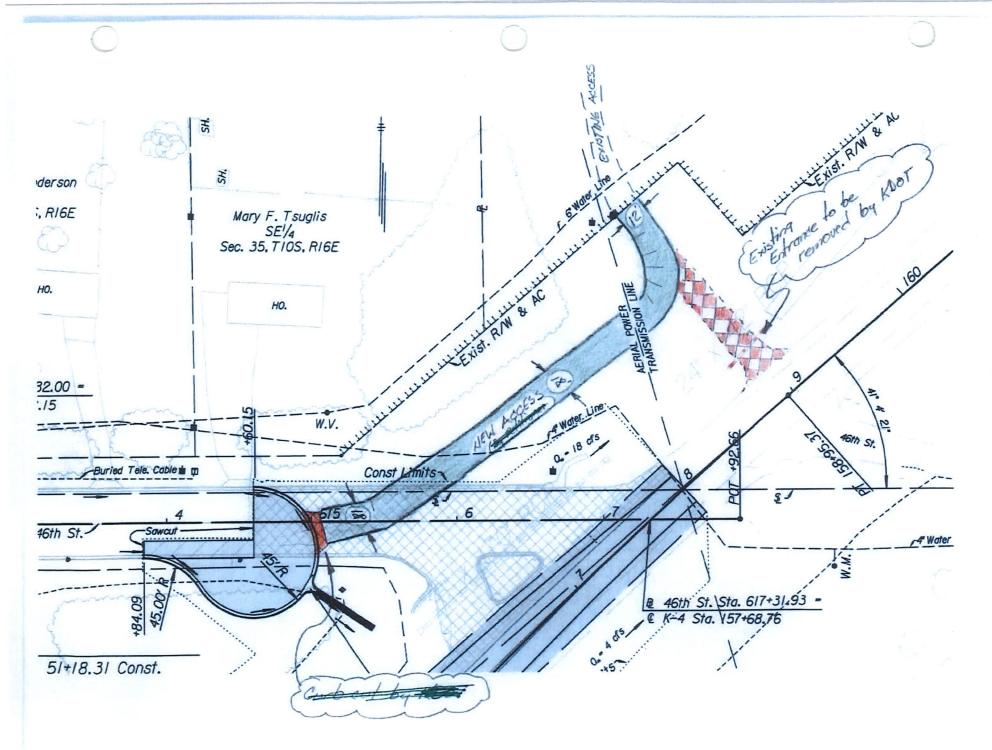
Office: 785-296-1154 Cell: 785-640-1575



DEVEWAY No sideslave , grading required No sideslape Flace gravel to allow for a 3in crown in center of driveway to provide for drainage of surface

Driveway

Davis, Robert & NE 46 & R.A 1/27/16/16



Subject: FW: 81 K 9670-01 507016131 - Pipe Price Submittal

Sue -

The scope of the project includes pavement widening on wildcat Creek Road at the entrance to K-18. Due to the widening, the Entrance Pipe is to be extended on both the West and East Sides of Wildcat Creek Road. The original plans call for extending the 24" Entrance Pipe 10' West and 6' East. It was found that the Entrance Pipe is actually a 46" x 60" (14.0) CMMAC pipe rather than the 24" round shown in the plans. Also, the pipe needs to be extended 13' on the West side and 12' on the East side to accommodate the widening, with an End Section on both sides. This price also includes the removal of approximately two feet of damaged existing pipe from the East end, and two bands for the extentions. Smoky Hill has submitted a proposed price of \$4,373.00 for extending the 46" x 60" pipe and installing two 46" x 60" ends.

Reference the attachment: B.G. Consultants FAX dated 04/09/2007, Smoky Hill letter dated 04/12/07.

It is somewhat difficult to evaluate these prices, as there are no current Contract Bid Averages for the 14.0 CMMAC Pipe and Ends. The prices seem reasonable considering the large size of the pipe on the revised plans, as compared to the smaller 24" pipe on the original plans. The line items in the Contract covering the above items and changes in prices are as follows:

25' of 46" x 60" (14.0) CMMAC Pipe at \$135.75 per LNFT - \$3,393.75. 2 - 46" x 60" (14.0) CMMAC End Sections at \$1,125.50 EA - \$2,251.00.

Line Item # 16 - Cross Road Pipe (24") (CMP) 26 LNFT at \$72.00/FT - \$1,872.00, will change to 10' which will be a decrease of \$1,152.00.

25' of Cross Road Pipe (14.0) at \$135.75 LNFT - \$3,393.75, less the decrease of \$1,152.00, is an increase of \$2,241.75 for the larger pipe.

Line Item # 17 - End Section (24") (CMP) 3 EA at \$521.00 Ea - \$1,563.00, will change to 1 EA which will be a decrease of \$1,042.00.

2 CMMAC End Sections (14.0) at \$1,125.50 EA - \$2,251.00, less the decrease of \$1,042.00, is an increase of \$1,209.00 for the larger End Sections.

The total price increase for both line items is \$3,450.75. Please review the price for approval.





April 12, 2007

Kansas Department of Transportation 1425 W. US 24 Wamego, KS 66547 Attn: Mr. Jerry Haug

RE: 18-81 K 9670-01 Manhattan, KS

Dear Mr. Haug,

During some preliminary work on the referenced project our superintendent noticed that pipe extensions on Wildcat Creek Rd. were incorrectly sized on the plans. This was verified the next day by B & G personnel. I am attaching the fax received from B & G along with a price for the 60" x 46" CMMAC pipe and End Sections. Also attached is fax from B & G extending pipe lengths.

46" x 60" CMMAC pipe

25' LF

\$135.75/LF

\$3,393.75

46" x 60" End Section

2 EA

\$1,125.50/EA

\$2,251.00

Please do not hesitate to contact us if you have any questions or concerns.

Yours Truly

Smoky Hill, LLC

teve Bartholomew

Member



## Advance Request Example

Subject: FW: 81 K 9670-01 507016131 - Pipe Price Submittal

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25' LF

\$135.75/LF

\$3,393.75

46" x 60" End Section

2 EA

\$1,125.50/EA

\$2,251.00

Please do not hesitate to contact us if you have any questions or concerns.

Yours Truly

Smoky Hill, LLC

Steve Bartholomew

Member

645 E. Crawford, Sulte E1 - Salina, KS 67401 - Tel (785) 825-1224 - Fax (785) 825-7416 Equal Opportunity Employer

## **Change Orders**

 If change orders are not received back from the contractor in a timely manner, a "reminder" letter or email should be sent out.
 Make sure to include the date the original letter was sent to them.



#### KANSAS DEPARTMENT OF TRANSPORTATION

MANKATO AREA OFFICE

P. O. Box 220 Mankato, Kansas 66956-0220 Ph. (785) 378-3166 FAX (785) 378-3800 TTY (785) 296-3585 Leland W. Tice, P.E. Area Engineer

Jeff Woodward, P.E. Construction Engineer P. O. Box 68 Belleville, Kansas 66935-0068 Ph. (785) 527-2520 FAX (785) 527-5218

E. Dean Carlson Secretary of Transportation

**Bill Graves** 

Governor

Donald C. Drickey, P.E. District Engineer

September 25, 2000

RE: 79 C 3454-01 REPUBLIC COUNTY

Dufur Bridge Co., Inc. P. O. Box 247 Waverly, KS 66871

Dear Sir:

Our records indicate that we sent a revised Change in Plans and Construction #4 to your office on August 3, 2000. As of the date of this letter, a signed copy has not been received in this office. I am again sending two (2) copies of this change order for your approval. I ask that you sign it or provide us with justification as to why you are not signing the change order.

After signing, please return one copy to the Belleville Construction Office. You may retain the other for your files.

Sincerely,

Jeff Woodward, P.E. Construction Engineer

JCW:jmw Attachment

cc: file



## Change order computations

- Comp sheets must include: project number, contract number, line number, & change order number.
- Check comps and send to District for approval.
- Email a copy of the comps to the change order section.
- Round Comps to the nearest amount required by the computation of quantities of the construction manual
- Excel Spreadsheets (See change order comps) are the preferred method of sending comps if at all possible
- Simple comps may be included in the Change Order explanation



## **Computation of Quantities**

• Quantities.pdf



Section	Section Title	Pay Item	Unit	Comps	Minimum Measure to Nearest	Minimum Compute to Nearest	Minimum Pay to Nearest
Section	DIVISION 100						
07-01007	Highway Construction Trainees	Highway Construction Trainees (Set Price)					
			Hours		Hour		Hour
	DIVISION 200						
201	Clearing & Grubbing	Clearing & Grubbing	Lump Sum		Lump Sum		Lump Sum
202	Removal of Existing Structures	Removal of Existing Structures	Lump Sum		Lump Sum		Lump Sum
		Removal and Reconstruction of Existing					
		Structures	Lump Sum		Lump Sum		Lump Sum
203	Resetting Existing Culverts	Resetting End Section	Each		Each		Each
		Resetting Pipe Culvert	LNFT		LNFT		LNFT
204	Excavation & Backfill for Structures		CUYD	X	0.1 FT	0.1 CUYD	CUYD
		Concrete (Grade**) (***)	CUYD	X	0.1 FT	0.1 CUYD	CUYD
		Concrete for Seal Course (Set Price)	CUYD	X	0.1 FT	0.1 CUYD	CUYD
		Foundation Stabilization	CUYD	X	0.1 FT	0.1 CUYD	CUYD
		Foundation Stabilization (Set Price)	CUYD	X	0.1 FT	0.1 CUYD	CUYD
		Granular Backfill	CUYD	X	0.1 FT	0.1 CUYD	CUYD
		Granular Backfill (Wingwalls) (Set Price)	CUYD	X	0.1 FT	0.1 CUYD	CUYD
		Water (Grading)(Set Price)	MGAL		0.1 MGAL		MGAL
205	Excavation & Embankment for	Common Excavation	CUYD	X	0.1 FT	0.1 CUYD	CUYD
203	Highways	Common Excavation (Contractor-Furnished)	CUYD	X	0.1 FT	0.1 CUYD	CUYD
	6	Rock Excavation	CUYD	X	0.1 FT	0.1 CUYD	CUYD
		Rock Excavation (Non-Durable Shale)	CUYD	X	0.1 FT	0.1 CUYD	CUYD
		Unclassified Excavation	CUYD	X	0.1 FT	0.1 CUYD	CUYD
		Common Excavation (Unstable)	CUYD	X	0.1 FT	0.1 CUYD	CUYD
		Common Excavation (Unsuitable)	CUYD	X	0.1 FT	0.1 CUYD	CUYD
		Compaction of Earthwork (Type *) (MR-**)	CUYD	X	0.1 FT	0.1 CUYD	CUYD
		Embankment	CUYD	X	0.1 FT	0.1 CUYD	CUYD
		Embankment (Contractor-Furnished)	CUYD	X	0.1 FT	0.1 CUYD	CUYD
		Eradication of Traveled Way	STA		0.1 STA		0.1 STA
		Water (Grading) (Set Price)	MGAL		0.1 MGAL		MGAL
206	Select Soil	Select Soil	CUYD	X	0.1 FT	0.1 CUYD	CUYD
206	Select Still	Select Soil (Contractor-Furnished)	CUYD	X	0.1 FT	0.1 CUYD	CUYD
207	Overhaul	Overhaul	CUYD/STA	X	0.1 FT/0.1 STA	0.1 CUYD/0.1 STA	CUYD/STA
		Linear Grading (*) (**)	STA		0.1 STA	•	0.1 STA
208	Linear Grading	Water (Grading) (Set Price)	MGAL		0.1 MGAL		MGAL
07.02002	Salvaging, Stockpiling and Placing	Salvaged Topsoil					and the second
07-02002	Topsoil	Januageu Topson	SQYD	X	0.1 FT	0.1 SQYD	SQYD

Section	Section Title	Pay Item	Unit	Comps	Minimum Measure to Nearest	Minimum Compute to Nearest	Minimum Pay to Nearest
	DIVISION 100						
07-01007	Highway Construction Trainees	Highway Construction Trainees (Set Price)	Liaba (Mawhide Accordid Heether Young Christian — design for contract	2.1 660-00-1000-0000-000-00-00-00-00-00-00-00-			
	· · · · · · · · · · · · · · · · · · ·		Hours		Hour		Hour
	DIVISION 200						
201	Clearing & Grubbing	Clearing & Grubbing	Lump Sum		Lump Sum		Lump Sum
202	Removal of Existing Structures	Removal of Existing Structures	Lump Sum		Lump Sum		Lump Sum
		Removal and Reconstruction of Existing					
		Structures	Lump Sum		Lump Sum		Lump Sum
203	Resetting Existing Culverts	Resetting End Section	Each		Each		Each
		Resetting Pipe Culvert	LNFT		LNFT		LNFT
204	Excavation & Backfill for Structures	Class * Excavation	CUYD	Χ	0.1 FT	0.1 CUYD	CUYD
		Concrete (Grade**) (***)	CUYD	Х	0.1 FT	0.1 CUYD	CUYD
		Concrete for Seal Course (Set Price)	CUYD	Χ	0.1 FT	0.1 CUYD	CUYD
		Foundation Stabilization	CUYD	Χ	0.1 FT	0.1 CUYD	CUYD
		Foundation Stabilization (Set Price)	CUYD	Χ	0.1 FT	0.1 CUYD	CUYD
		Granular Backfill	CUYD	Χ	0.1 FT	0.1 CUYD	CUYD
		Granular Backfill (Wingwalls) (Set Price)	CUYD	Χ	0.1 FT	0.1 CUYD	CUYD
		Water (Grading)(Set Price)	MGAL		0.1 MGAL		MGAL
205	Excavation & Embankment for	Common Excavation	CUYD	X	0.1 FT	0.1 CUYD	CUYD
	Highways	Common Excavation (Contractor-Furnished)	CUYD	Χ	0.1 FT	0.1 CUYD	CUYD
		Rock Excavation	CUYD	Χ	0.1 FT	0.1 CUYD	CUYD
		Rock Excavation (Non-Durable Shale)	CUYD	Χ	0.1 FT	0.1 CUYD	CUYD
		Unclassified Excavation	CUYD	X	0.1 FT	0.1 CUYD	CUYD
		Common Excavation (Unstable)	CUYD	X	0.1 FT	0.1 CUYD	CUYD
		Common Excavation (Unsuitable)	CUYD	X	0.1 FT	0.1 CUYD	CUYD
		Compaction of Earthwork (Type *) (MR-**)	CUYD	Χ	0.1 FT	0.1 CUYD	CUYD
		Embankment	CUYD	X	0.1 FT	0.1 CUYD	CUYD
		Embankment (Contractor-Furnished)	CUYD	X	0.1 FT	0.1 CUYD	CUYD
		Eradication of Traveled Way	STA		0.1 STA		0.1 STA
		Water (Grading) (Set Price)	MGAL		0.1 MGAL		MGAL
206	Select Soil	Select Soil	CUYD	Х	0.1 FT	0.1 CUYD	CUYD
_,_		Select Soil (Contractor-Furnished)	CUYD	Χ	0.1 FT	0.1 CUYD	CUYD
207	Overhaul	Overhaul	CUYD/STA	Х	0.1 FT/0.1 STA	0.1 CUYD/0.1 STA	CUYD/STA
208	Linear Grading	Linear Grading (*) (**)	STA		0.1 STA		0.1 STA
		Water (Grading) (Set Price)	MGAL		0.1 MGAL		MGAL
07-02002	Salvaging, Stockpiling and Placing	Salvaged Topsoil	COVD	Х	0.1 FT	0.1 SQYD	SQYD
	Topsoil		SQYD		U.1 F1	0,1 3Q10	عرال

	Carrier Tirle	Pay Item	Unit	Comps	Minimum Measure to Nearest	Minimum Compute to Nearest	Minimum Pay to Nearest
Section	Section Title DIVISION 300	rayitem	OIIIL	Compa	to wearest	to incures.	
301	Subgrade Modification	Manipulation for Aggregate Subgrade					
201	Subgrade Modification	Modification (*) (**)	SQYD	Χ	0.1 FT	0.1 SQYD	SQYD
		Manipulation for In-Place Material Subgrade				- · · · · · · · · · · · · · · · · · · ·	
		Modification (**)	SQYD	Χ	0.1 FT	0.1 SQYD	SQYD
		Aggregate for Subgrade Modification (*)	CUYD	X	0.1 FT	0.1 CUYD	CUYD
		Calcium Chloride	Ton	^	20 LBS or 0.01 Ton^	0.1 COTD	TON
			Ton		20 LBS or 0.01 Ton^		TON
		Cement	Ton		20 LBS or 0.01 Ton^		TON
		Fly Ash	1011		20 LB3 01 0.01 1011		1011
		Water (Subgrade Modification) (Set Price)	MGAL		0.1 MGAL		MGAL
			Ton		20 LBS or 0.01 Ton^		TON
302	Lime Treated Subgrade	Lime		V	0.1 FT	0.1 SQYD	SQYD
		Manipulation (Lime Treated Subgrade)	SQYD	Х	0.1 F1	U.1 3Q1D	3010
		Water (Lime Treated Subgrade) (Set Price)	N A C A I		0.1 M/CAI		MGAL
			MGAL		0.1 MGAL 20 LBS or 0.01 Ton^		TON
303	Cement or Fly Ash Treated	Cement	Ton				TON
	Subgrade	Fly Ash	Ton	V	20 LBS or 0.01 Ton^	0.1.COVD	SQYD
		Manipulation for Treated Subgrade (*)	SQYD	X	0.1 FT	0.1 SQYD	MGAL
		Water (Treated Subgrade) (Set Price)	MGAL		0.1 MGAL	0.1.00VD	SQYD
304	Crushed Stone Subgrade	Crushed Stone Subgrade (*)	SQYD	X	0.1 FT	0.1 SQYD	MGAL
		Water (Crushed Stone Subgrade) (Set Price)	MGAL		0.1 MGAL	0.4.60VD	
305	Aggregate Base and Aggregate	Aggregate Base (*) (**)	SQYD	X	0.1 FT	0.1 SQYD	SQYD
	Shoulders	Aggregate Shoulder (*) (**)	SQYD	Χ	0.1 FT	0.1 SQYD	SQYD
		Calcium Chloride	Ton		20 LBS or 0.01 Ton^		TON
		Water (Aggregate Base) (Set Price)	MGAL		0.1 MGAL		MGAL
		Water (Aggregate Shoulders) (Set Price)	MGAL		0.1 MGAL	0.4.00\/0	MGAL
306	Cement Treated Base	Cement Treated Base	SQYD	X	0.1 FT	0.1 SQYD	SQYD
		Quality Control Testing (CTB)	SQYD	X	0.1 FT	0.1 SQYD	SQYD
307	Granular Base	Granular Base (*)	SQYD	Х	0.1 FT	0.1 SQYD	SQYD
		Water (Granular Base) (Set Price)	MGAL		0.1 MGAL		MGAL
	DIVISION 500						2010
501	Portland Cement Concrete	Concrete Pavement (*Uniform) (AE) (**)	SQYD	Х	0.1 FT	0.1 SQYD	SQYD
	Pavement (QC/QA)	Concrete Pavement (*Variable) (AE) (**)	SQYD	Χ	0.1 FT	0.1 SQYD	SQYD
		Early Strength Concrete Pavement					
		(*Uniform) (AE)( **)	SQYD	X	0.1 FT	0.1 SQYD	SQYD
		Early Strength Concrete Pavement					
		(*Variable) (AE)( **)	SQYD	X	0.1 FT	0.1 SQYD	SQYD
		Quality Control Testing (PCCP)	SQYD	Χ	0.1 FT	0.1 SQYD	SQYD
		Concrete Core (Set Price)	Each		Each		Each

Section	Section Title	Pay Item	Unit	Comps	Minimum Measure to Nearest	Minimum Compute to Nearest	Minimum Pay to Nearest
502	Portland Cement Concrete	Concrete Pavement (*Uniform) (AE) (**)	SQYD	Х	0.1 FT	0.1 SQYD	SQYD
J-0-2	Pavement (NON-QC/QA)	Concrete Pavement (*Variable) (AE) (**)	SQYD	Χ	0.1 FT	0.1 SQYD	SQYD
		Early Strength Concrete Pavement					
		(*Uniform) (AE)( **)	SQYD	Χ	0.1 FT	0.1 SQYD	SQYD
		Early Strength Concrete Pavement					
		(*Variable) (AE)( **)	SQYD	Χ	0.1 FT	0.1 SQYD	SQYD
503	Portland Cement Concrete Pavement Smoothness	Concrete Pavement Smoothness	Lump Sum	Х	\$0.01		\$0.01
07-05004	Portland Cement Concrete	Milling	SQYD	Χ	0.1 FT	0.1 SQYD	SQYD
	Pavement Bonded Inlay or Overlay	Concrete Placement	SQYD	Χ	0.1 FT	0.1 SQYD	SQYD
	Over Hot Mix Asphalt (HMA)	Bonded Concrete Pavement (*					
		Uniform)(AE)(**)	CUYD	Χ	0.1 FT	0.1 CUYD	CUYD
Future	Portland Cement Concrete	Milling	SQYD	Х	0.1 FT	0.1 SQYD	SQYD
	Pavement Bonded Inlay or Overlay	Surface Preparation	SQYD	Χ	0.1 FT	0.1 SQYD	SQYD
	Over Portland Cement Concrete	Concrete Placement	SQYD	Χ	0.1 FT	0.1 SQYD	SQYD
	Pavement (PCCP)	Bonded Concrete Pavement (*					
	,	Uniform)(AE)(**)	CUYD	Χ	0.1 FT	0.1 CUYD	CUYD
		Saw Cuts	LNFT		0.1 LNFT		0.1 LNFT
	DIVISION 600						
602	Hot Mix Asphalt (HMA)	HMA Base (*) (**) (***)	Ton		20 LBS or 0.01 Ton^		Ton
	Construction (QC/QA)	HMA Surface (*) (**) (***)	Ton		20 LBS or 0.01 Ton^		Ton
		HMA Overlay (*) (**) (***)	Ton		20 LBS or 0.01 Ton^		Ton
		HMA Pavement (#) (##)	SQYD	Χ	1/4 inch	0.1 SQYD	SQYD
		HMA Pavement (#) Shoulder	SQYD	Χ	1/4 inch	0.1 SQYD	SQYD
		Emulsified Asphalt (****)	Ton		10 Gallons	.1 Ton	Ton
		Asphalt Core (Set Price)	Each		Each		Each
		Material for HMA Patching (Set Price)	Ton		20 LBS or 0.01 Ton^		Ton
		Quality Control Testing (HMA)	Ton		20 LBS or 0.01 Ton^		Ton
603	Asphalt Pavement Smoothness	Asphalt Pavement Smoothness	Lump Sum	X	\$0.01		\$0.01
604	Cold Recycle Asphalt Construction	Cold Recycled Asphalt Material	STA		0.1 STA		0.1 STA
	(CIR)	Lime (Hydrated) (Slurry)	Ton		20 LBS or 0.01 Ton^		TON
	, .	Emulsified Asphalt (CSS) (Special) Emulsified Asphalt (CSS-1H or SS-1H) Cure	Ton		10 Gallons	.1 Ton	Ton
		(Set Price)	Ton		10 Gallons	.1 Ton	Ton
		Blotter Sand (Set Price)	CUYD	Χ	0.1 FT	0.1 CUYD	CUYD
605	Surface Recycled Asphalt	Surface Recycling (*)	STA		0.1 STA		0.1 STA
505	Construction	Asphalt Rejuvenating Agent	Ton		100 LBS		Ton
606	Microsurfacing	Aggregate for Microsurfacing	Ton		20 LBS or 0.01 Ton^		Ton
000	Merosarraenig	Emulsified Asphalt (*) (Modified)	Ton		10 Gallons	.1 Ton	Ton
		Mineral Filler	Ton		.01 Ton or nearest		Ton

Section	Section Title	Pay Item	Unit	Comps	Minimum Measure to Nearest	Minimum Compute to Nearest	Minimum Pay to Nearest
607	Asphalt Prime Coat	Emulsified Asphalt (*)	Ton		10 Gallons	.1 Ton	Ton
007	Asphale i i i i i i i i i i i i i i i i i i i	Cutback Asphalt (*)	Ton		10 Gallons	.1 Ton	Ton
608	Asphalt Sealing	Cover Material (*)	CUYD	Х	0.25 CU YD		CUYD
609	Single Asphalt Surface Treatment	Cutback Asphalt (*)	Ton		10 Gallons	.1 Ton	Ton
005	Single Aspirate Salitade Treatment	Emulsified Asphalt (*)	Ton		10 Gallons	.1 Ton	Ton
610	Double Asphalt Surface Treatment	, , ,	Ton		10 Gallons	.1 Ton	Ton
010	boable / opilale ballace / lastine.is	Water (Flexible Pavement) (Set Price)	MGAL		0.1 MGAL		MGAL
		Manipulation (Asphalt Seal)	STA		0.1 STA		0.1 STA
		Manipulation (*.A.S.T.)	STA		0.1 STA		0.1 STA
611	Hot Mix Asphalt (HMA) -	HMA - Commercial Grade (Class *)	Ton		20 LBS or 0.01 Ton^		Ton
UII	Commercial Grade	HMA - Commercial Grade (Class *)					
	Commercial Grade	(Patching)	Ton		20 LBS or 0.01 Ton^		Ton
612	Milling	Milling	SQYD	Х	0.1 FT	0.1 SQYD	SQYD
ULZ	Minne		Ton		20 LBS or 0.01 Ton^		Ton
613	Ultrathin Bonded Asphalt Surface	HMA Surface (Ultrathin Bonded) (*) (**)	Ton	,	20 LBS or 0.01 Ton^		Ton
614	Plant Mix Asphalt Construction	Aggregate for Asphalt Surface Course (*)	Ton		20 LBS or 0.01 Ton^		Ton
	(BM-Mixes)	Aggregate for Asphalt Base Course (*)	Ton		20 LBS or 0.01 Ton^		Ton
07-00001	(DIVI WINCS)	Aggregate for Asphalt Surface Course (*)					
		(Shoulders)	Ton		20 LBS or 0.01 Ton^		Ton
		Aggregate for Asphalt Base Course (*)					
		(Shoulders)	Ton		20 LBS or 0.01 Ton^		Ton
		Asphalt Cement (**)	Ton		10 Gallons	.1 Ton	Ton
		Cutback Asphalt (**)	Ton		10 Gallons	.1 Ton	Ton
		Asphalt Core (Set Price)	Each		Each		Each
		Material for Asphalt Patching (Set Price)					
		(***)	Ton		20 LBS or 0.01 Ton^		Ton
07.06002	Plant Mix Asphalt Construction -	Plant Mix Asphalt Mixture - Commercial					
07-00002	Commercial Grade (BM-Mixes)	Grade	Ton		20 LBS or 0.01 Ton^		Ton
	Commercial Grade (Divi-Ivilxes)	Plant Mix Asphalt Mixture - Commercial					
		Grade (Patching)	Ton		20 LBS or 0.01 Ton^		Ton
07.06004	Asphalt Pavement -	Plant Mix Asphalt Mixture - Wyandotte					
07-06004	UGWC/KC/Kansas	County (*)	Ton		20 LBS or 0.01 Ton^		Ton
07.06010	HMA Base (Reflective Crack	HMA Base (RCI) (*)	Ton		20 LBS or 0.01 Ton^		Ton
07-06010	•	Quality Control Testing (HMA)	Ton		20 LBS or 0.01 Ton^		Ton
	Interlayer (RCI))  DIVISION 700	Quality Control resulting (TIWA)					
701	Temporary Shoring	Temporary Shoring	Lump Sum		Lump Sum		Lump Sum
701	Corrugated Metal Sheet Piling	* Corrugated Metal Sheet Piling	LNFT	,	0.1 LNFT		LNFT
702	Drilled Shafts	Drilled Shaft (*) (**)	LNFT		0.1 LNFT		LNFT
/05	Diffied Stidits	Permanent Casing (*) (Set Price)	LNFT		0.1 LNFT		LNFT
		Sonic Test (Drilled Shaft) (Set Price)	Each		Each		Each
		Core Hole (Investigative)	LNFT		0.1 LNFT		LNFT

Section	Section Title	Pay Item	Unit	Comps	Minimum Measure to Nearest	Minimum Compute to Nearest	Minimum Par to Nearest
704	Piling	Piles (*) (**)	LNFT		0.1 LNFT		0.1 LNFT
0.	8	Test Piles (*) (**)	LNFT		0.1 LNFT		0.1 LNFT
		Test Piles (Special) (*) (**)	LNFT		0.1 LNFT		0.1 LNFT
		Cast Steel Pile Points	Each		Each		Each
		Pre-Drilled Pile Holes	LNFT		0.1 LNFT		0.1 LNFT
06	Bearings and Pads for Structures	Elastomeric Bearing Pad (**)	Each		Each	, , , , , , , , , , , , , , , , , , , ,	Each
00	bearings and rads for belactates	Bearing (*) (**)	Each		Each		Each
07	Finger Plate and Modular	Expansion Device (Finger Plate)	LNFT		0.1 LNFT		LNFT
07	Expansion Devise	Expansion Device (Modular)	LNFT		0.1 LNFT		LNFT
'08	Falsework and Form Construction	Falsework Inspection	Lump Sum		Lump Sum		Lump Sum
10	Concrete Structure Construction	Concrete (*) (**) (***)	CUYD	Х	0.1 FT	0.1 CUYD	CUYD
11	Reinforcing Steel	Reinforcing Steel (*) (**)	LBS	X	0.1 FT	1 LB	10 LBS
**	Removering Steel	Reinforcing Steel (Repair) (*) (**) (Set Price)	LBS	Χ	0.1 FT	1 LB	10 LBS
12	Structural Steel Construction	Structural Steel (*) (**) (***)	LBS		LB		LB
12	Structural Steel Constitution	Structural Steel (Merchant Quality)	LBS		LB		LB
		Welded Stud Shear Connectors	Each		Each		Each
		Bridge Drainage System	Lump Sum		Lump Sum		Lump Sum
		Bridge Brainage System	LNFT		0.1 LNFT		LNFT
			Each		Each		Each
			LBS		LB		LB
14	Painting Structural Steel	Bridge Painting (*)	Lump Sum		Lump Sum		Lump Sum
14	ranting Structural Steel	Environmental Protection	Lump Sum		Lump Sum		Lump Sum
		Power Wash	Lump Sum		Lump Sum		Lump Sum
15	Prestressed Concrete Members	Prestressed Concrete Beams (*) (**)	LNFT		0.1 LNFT		LNFT
13	Frestressed Concrete Members	Prestressed Concrete Panels	SQFT	Х	0.1 FT	0.1 SQFT	SQFT
16	Post - Tensioning (Haunched Slab	Post - Tensioning for Slab Bridge		,			
10	Bridges)	Tost Tensioning for side 2.13ge	LBS	Х	LB		LB
17	Silica Fume Overlay	Silica Fume Overlay (*) (**)	SQYD	Χ	0.1 FT	0.1 SQYD	SQYD
17	Silica Furne Overlay	Material for Silica Fume Overlay (Set Price)	CUYD	Χ	0.1 FT	0.1 CUYD	CUYD
'19	Expansion Joint (Strip Seal	Expansion Joint (*)	LNFT		0.1 LNFT		LNFT
13	Assembly)Preformed Elastomeric (Neoprene & Compression & Other)						
721	Handrail for Bridges & Other Uses	Bridge Handrail (*) (**)	LNFT		0.1 LNFT		LNFT
		Handrail (*) (**)	LNFT		0.1 LNFT		LNFT
'22	Sign Structures & Bridge Mounted	Bridge Mounted Sign Attachment (*)(**)	Each		Each		Each
	Sign Attachments	Butterfly Overhead Sign Structure(*)(**)	Each		Each		Each
	-	Cantilever Sign Structure(*)(**)	Each		Each		Each
					CI-		Each
		Overhead Sign Structure(*)(**) Overhead Sign Structure (Mast Arm	Each		Each		Lucii

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Section	Section Title	Pay Item	Unit	Comps	Minimum Measure to Nearest	Minimum Compute to Nearest	Minimum Pay to Nearest
722	Sign Structures & Bridge Mounted	Overhead Sign Structure (Single Tapered					
,	Sign Attachments (cont.)	Tube)(*)(**)	Each		Each		Each
		Remove and Reset Sign Structure (***)	Each		Each		Each
		Reset Sign Structure (***)	Each		Each		Each
		Sign Structural Modification (***)	Each		Each		Each
723	Substructure Waterproofing	Substructure Waterproofing Membrane					
, 23	Membrane	<b>5</b>	SQYD	Χ	0.1 FT	0.1 SQYD	SQYD
724	Bridge Backwall Protection System	Bridge Backwall Protection System	SQYD	X	0.1 FT	0.1 SQYD	SQYD
725	Abutment Drainage Systems	Abutment Strip Drain	SQYD	Х	0.1 FT	0.1 SQYD	SQYD
726	Concrete Masonry Coating	Concrete Masonry Coating	SQYD	Х	0.1 FT	0.1 SQYD	SQYD
727	Repair (Structure)	Bridge Repair	Lump Sum	***************************************	Lump Sum		Lump Sum
, _ ,	nepair (orracia.c)	Jacking of Existing Structure	Lump Sum		Lump Sum		Lump Sum
		Raise Expansion Device	Each		Each		Each
		Remove and Reset Expansion Device	Each		Each		Each
		Reset Existing Bearing	Each		Each		Each
728	Bridge Curb Repair	Bridge Curb Repair	LNFT		0.1 LNFT		LNFT
729	Multi-Layer Polymer Concrete	Multi-Layer Polymer Concrete Overlay					
, 23	Overlay	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	SQYD	Χ	0.1 FT	0.1 SQYD	SQYD
730	Epoxy Resin Crack Repair	Epoxy Resin Crack Repair	LNFT		0.1 LNFT		LNFT
731	Area Prepared for Patching	Area Prepared for Patching	SQYD	Х	0.1 FT	0.1 SQYD	SQYD
,,,	(Existing Concrete Bridge Decks)	Area Prepared for Patching (Full Depth)	SQYD	Χ	0.1 FT	0.1 SQYD	SQYD
	(Existing contracts Endge a contr	Area Prepared for Patching (Poured with					
		Overlay)	SQYD	Χ	0.1 FT	0.1 SQYD	SQYD
		Reinforcing Steel (Repair) (*) (**) (Set Price)	LBS	Χ	0.1 FT	1 LB	10 LBS
732	Machine Preparation (Existing	Machine Preparation (*)					
752	Concrete Bridge Decks)	( )	SQYD	Χ	0.1 FT	0.1 SQYD	SQYD
733	Hydrodemolition	Hydrodemolition	SQYD	X	0.1 FT	0.1 SQYD	SQYD
734	Structural Plate Structures	(*) Structural Plate Pipe (**) (***)	LNFT		0.1 LNFT		LNFT
7.54	Structural Flate Structures	(*) Structural Plate Pipe Arch (**) (***)	LNFT		0.1 LNFT		LNFT
		(*) Structural Plate Arch (**) (***)	LNFT		0.1 LNFT		LNFT
735	Precast Reinforced Concrete Box	Reinforced Concrete Box (*) (Precast)	LNFT		0.1 LNFT		LNFT
	Bridge Project Marker	Bridge Project Marker	Each		Each		Each
	Heat Straightening (In-Place) of	Heat Straightening Repair					
07-07003	Damaged Structural Steel	reat straightening repair	LNFT		0.1 LNFT		LNFT
07-07012	Expansion Joint (Membrane	Expansion Joint (Membrane Sealant *)					
07-07012	Sealant)	Expansion some (internorance section)	LNFT		0.1 LNFT		LNFT
07_07010	Rolled Beam Detour Bridge	Erect and Remove Rolled Beam Detour					
07-07018	Noneu beam betour bridge	Bridge	Lump Sum		Lump Sum		Lump Sum
		Dilube	Lump Sum		Lump Sum		Lump Sum

Section	Section Title	Pay Item	Unit	Comps	Minimum Measure to Nearest	Minimum Compute to Nearest	Minimum Pay to Nearest
Section	DIVISION 800						The state of the s
801	Mobilization	Mobilization	Lump Sum		Lump Sum	ti en marrier (1999) y minimik (not est et els occidentes els els els els els els occidentes els els els els e	Lump Sum
301	(VIOSINZACIO).	Mobilization (DBE)	Lump Sum		Lump Sum		Lump Sum
302	Contractor Construction Staking	Contractor Construction Staking	Lump Sum		Lump Sum		Lump Sum
,02	5	Right-of-Way Survey Monument	Each		Each		Each
		Benchmark Monument (Concrete Cylinder)	Each		Each		Each
		Monument Box	Each		Each		Each
303	Field Office and Laboratory	Field Office	Each		Each		Each
,,,,	, , , , ,	Field Office & Laboratory (*)	Each		Each		Each
304	Maintenance and Restoration of	Maintenance and Restoration of Haul Roads					
	Haul Roads	(Set Price)	Lump Sum		Lump Sum		Lump Sum
805	Work Zone Traffic Control & Safety	Work Zone Signs (0 to 9.25 SQFT)	EADA		EADA		EADA
	,	Work Zone Signs (9.26 to 16.25 SQFT)	EADA		EADA	•	EADA
		Work Zone Signs (16.26 SQFT and over)	EADA		EADA		EADA
		Work Zone Signs (Special) (**)	Each		Each		Each
		Work Zone Barricades (Type III - 4 to 12					
		LNFT)	EADA		EADA		EADA
		Arrow Display	EADA		EADA		EADA
		Portable Changeable Message Sign	EADA		EADA		EADA
		Channelizer (Fixed)	EADA		EADA		EADA
		Channelizer (Portable)	EADA		EADA		EADA
		Work Zone Warning Light (Type "A" Low					
		Intensity)	EADA		EADA		EADA
		Work Zone Warning Light (Red Type "B" Low	,				
		Intensity)	EADA		EADA		EADA
		Pavement Marking (Temporary) 4" Broken					
		(8.2 ft) (*Tape)	STAL		0.01 STAL		0.1 STAL
		Pavement Marking (Temporary) 4" Solid					
		(*Tape)	STAL		0.01 STAL		0.1 STAL
		Pavement Marking (Temporary) 4" Broken					
		(3.3 ft) (*Tape)	STAL		0.01 STAL		0.1 STAL
		Pavement Marking (Temporary) 4" Broken					
		(Raised Pavement Marker)	STAL		0.01 STAL		0.1 STAL
		Pavement Marking (Temporary) 4" Dotted					
		Extension (*Tape)	STAL		0.01 STAL		0.1 STAL
		Pavement Marking (Temporary) Broken					
		(Line Masking Tape)	STAL		0.01 STAL		0.1 STAL
		Pavement Marking (Temporary) Solid (Line					
		Masking Tape)	STAL		0.01 STAL		0.1 STAL
		Flagger (Set Price)	Hour		Hour		Hour
		Traffic Signal Installation (Temporary)	Lump Sum		Lump Sum		Lump Sum

					Minimum Measure	Minimum Compute	
Section	Section Title	Pay Item	Unit	Comps	to Nearest	to Nearest	to Nearest
805	Work Zone Traffic Control & Safety	Temporary Raised Pavement Marker (*)	Each		Each		Each
	(cont.)	Traffic Control	Lump Sum		Lump Sum		Lump Sum
		Traffic Control (Initial Set Up)	Lump Sum		Lump Sum		Lump Sum
07-08030		Barricade (Type III) (Fixed)	Each		Each		Each
806	Durable Pavement Marking	Pavement Marking (*) (**) (***) (****)	LNFT		0.1 FT		LNFT
07-08024		Pavement Marking (Plowable Raised					
		Pavement Marker) (**)	Each		Each		Each
		Pavement Marking Symbol (*) (**) (***)					
		(****)	Each		Each		Each
807	Painted Pavement Marking	Pavement Marking (Paint) (*) (**)	LNFT		0.1 FT		LNFT
		Pavement Marking Symbol (Paint) (*) (***)	Each		Each		Each
808	Removal of Existing Pavement	Pavement Marking Removal	LNFT		0.1 FT		LNFT
07-08025		Pavement Marking Removal (Plowable					
	S	Raised Marker)	Each		Each		Each
809	Concrete Safety Barrier	Concrete Safety Barrier (*)	LNFT		0.1 FT		LNFT
	•	Concrete Safety Barrier (*) (Temporary)	LNFT		0.1 FT		LNFT
		Concrete Safety Barrier (*) (Temporary -					
		Installation Only)	LNFT		0.1 FT		LNFT
		Concrete Safety Barrier (*) (Temporary -					
		Relocate)	LNFT		0.1 FT		LNFT
810	Inertial Barrier System	Inertial Barrier System	Each		Each		Each
010	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Replacement Modules (*)	Each		Each		Each
811	Impact Attenuator	Impact Attenuator (*)	Each		Each		Each
011	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Impact Attenuator (Temporary)	Each		Each		Each
07-08034		Replacement Module	Each		Each		Each
812	Permanent Signing	Sign (*1) (High Performance)	SQFT	Х	0.01 FT	0.01 SQFT	0.01 SQFT
012	i cimanent olgimig	Sign Post (4" x 6" Wood) (*2)	LNFT		0.1 FT		LNFT
		Sign Post (*3 Steel Beam)	LNFT		0.1 FT		LNFT
		Sign Post (*4 U Steel)	LNFT		0.1 FT		LNFT
		Sign Post (*5 Perforated Square Steel Tube)	LNFT		0.1 FT		LNFT
		Sign Post (4" x 6" Structural Steel)	LNFT		0.1 FT		LNFT
		Sign Post (3 I 2.25 Aluminum)	LNFT		0.1 FT		LNFT
		Sign Post Stub and Breakaway Base Plate					
		(*3)	Each		Each		Each
		Sign Post Breakaway Base Plate (*3)	Each		Each		Each
		Sign Post Footing (*6 Concrete)	LNFT		0.1 FT		LNFT
		Sign Post Footing (*5 Perforated Square	-141 1				
			Each		Each		Each
		Steel Tube)	Each		Each		Each
		Signing Object Marker (*7)					Each
		Signing Delineator (*8) (*9 Rigid, "U" Post)	Each		Each		Lacii

Section	Section Title	Pay Item	Unit	Comps	Minimum Measure to Nearest	Minimum Compute to Nearest	Minimum Pay to Nearest
812	Permanent Signing (cont.)	Signing Delineator (*8) (*9 Flexible) (*10					
	,	Anchor)	Each		Each		Each
		Signing Delineator (*8) (*9 Bracket)	Each		Each		Each
		Sign (Remove and Reset)	Lump Sum		Lump Sum		Lump Sum
07-08022		Sign Post Square Coupler (*)	Each		Each		Each
, , , , ,		Sign Post Footing (Sign Post Square Coupler					
		) (*)	Each		Each		Each
313	Rumble Strips (Milled) and	Rumble Strips (Milled) (*)	STA		0.1 STA		0.1 STA
	,	Rumble Strips (Milled) (*) (Centerline)	STA		0.1 STA		0.1 STA
	, , , , , , , , , , , , , , , , , , , ,	Rumble Strips (Milled) (*) (Edgeline)	STA		0.1 STA		0.1 STA
314	Electrical Lighting Systems and	Electric Lighting System	Lump Sum		Lump Sum		Lump Sum
	Traffic Signals	Electric Conduit (*) (**)	LNFT		0.1 LNFT		LNFT
	, rame eighten	Electric Service Box	Each		Each		Each
		Traffic Signal	Lump Sum		Lump Sum		Lump Sum
		Traffic Signal Interconnect	Lump Sum		Lump Sum		Lump Sum
		Emergency Vehicle System	Lump Sum		Lump Sum		Lump Sum
15	Catch Basins, Inlets, Outlets,	Catch Basin *	Each	,	Each		Each
	Manholes, Junction Boxes & Other		Each		Each		Each
	Existing Structures	Outlet *	Each		Each		Each
	EXISTING OF GOTOL OF	Manhole *	Each		Each		Each
		Junction Box	Each		Each		Each
316	Adjustment of Inlets, Manholes &	Adjustment of Catch Basins	Each		Each		Each
	Other Existing Structures	Adjustment of Curb Inlets	Each		Each		Each
		Adjustment of Manholes	Each		Each		Each
		Structural Steel	LBS		LB		LB
		Cast Steel	LBS		LB		LB
		Cast Iron	LBS		LB		LB
317	Pipe Culverts, Erosion Pipe, Storm	Entrance Pipe (*) (**) (+) (++) (^) (^^)	LNFT		0.1 FT		LNFT
	Sewers, Sanitary Sewers & End	Cross Road Pipe (*) (**) (+) (++) (^) (^^)	LNFT		0.1 FT		LNFT
, 00020	Sections	Erosion Pipe (*) (**) (+) (++) (^) (^^)	LNFT		0.1 FT		LNFT
		Liner Pipe (*) (**)	LNFT		0.1 FT		LNFT
		Storm Sewer (*) (**) (^) (^^)	LNFT		0.1 FT		LNFT
		Sanitary Sewer (*) (**)	LNFT		0.1 FT		LNFT
		End Section (*) (**) (+) (++)	Each		Each		Each
		Concrete Headwall	Each		Each		Each
		Fly Ash Slurry Grout (xx)	CUYD	Χ	0.1 FT	0.1 CUYD	CUYD
318	Encasement Pipe	Encasement Pipe (*) (**) (***)	LNFT		0.1 FT		LNFT
319	Bored, Jacked or Tunneled Pipe	* (Bored, Jacked or Tunneled)	LNFT		0.1 FT		LNFT
320	Flume Inlets & Slope Drains	Flume Inlet (*)	Each		Each		Each
,_0	Tame meta a diepe brania	Slope Drain (*)	LNFT		0.1 FT		LNFT
		Slope Drain (Special)	LNFT		0.1 FT		LNFT

					Minimum Measure	Minimum Compute	Minimum Pay
Section	Section Title	Pay Item	Unit	Comps	to Nearest	to Nearest	to Nearest
821	Flapgates	(*) Flapgates	Each		Each		Each
822	Underdrains	* Pipe Underdrains (Type **)	LNFT		0.1 FT		LNFT
		Aggregate for Blanket Underdrains	Ton		20 LBS or 0.01 Ton*		Ton
			CUYD	X	0.1 FT	0.1 CUYD	CUYD
823	Prefabricated Interception Devices	Prefabricated Interception Device (*)	Each		Each		Each
	& Slotted Drains	Slotted Drain (**)	LNFT		0.1 FT		LNFT
824	Concrete Sidewalk, Steps and	Sidewalk Construction (*) (**)	SQYD	Х	0.1 FT	0.1 SQYD	SQYD
	Ramps	Sidewalk Ramp	SQYD	Χ	0.1 FT	0.1 SQYD	SQYD
	•	Grade 3.0 Concrete (Misc.)	CUYD	X	0.1 FT	0.1 CUYD	CUYD
		Reinforcing Steel	LBS	X	0.1 FT	1 LB	10 LBS
325	Curb & Gutter	Curb, Edge (*) (**)	LNFT		0.1 FT		LNFT
		Curb, Header (**)	LNFT		0.1 FT		LNFT
		Curb & Gutter, Combined (**)	LNFT		0.1 FT		LNFT
		Gutters (**)	LNFT		0.1 FT		LNFT
		Curb, Protection (*) (**)	LNFT		0.1 FT		LNFT
		Curb, Asphaltic Concrete	LNFT		0.1 FT		LNFT
		Gutters, Asphaltic Concrete	LNFT		0.1 FT		LNFT
		Curb & Gutters, Asphaltic Concrete	LNFT		0.1 FT		LNFT
		Curb Repair	LNFT		0.1 FT		LNFT
826	Shot - Crete Concrete	Shot - Crete	*				
	Concrete Surface Repair	Concrete Surface Repair	SQFT	X	0.1 FT	0.1 SQFT	SQFT
327	Guardrail & Guideposts	Guardrail, Steel Plate	LNFT		0.1 FT		LNFT
	·	Guardrail, Cable	LNFT		0.1 FT		LNFT
		Guardrail, Removal of Steel Plate	LNFT		0.1 FT		LNFT
		Guardrail, Removal of Cable	LNFT		0.1 FT		LNFT
		Guardrail, Removal of Timber	LNFT		0.1 FT		LNFT
		Guardrail, Reconstruction of Steel Plate	LNFT		0.1 FT		LNFT
		Guardrail, Reconstruction of Cable	LNFT		0.1 FT		LNFT
		Guardrail, Removal & Reconstruction of					
		Steel Plate	LNFT		0.1 FT		LNFT
		Guardrail, Removal & Reconstruction of					
		Cable	LNFT		0.1 FT		LNFT
		Guideposts	Each		Each		Each
		Guideposts, Removal of	Each		Each		Each
		Guideposts, Resetting of	Each		Each		Each
		Guideposts, Removal & Resetting of	Each		Each		Each
		Guardrail Posts	Each		Each		Each
		Guardrail End Terminals (*)	Each		Each		Each
828	Fencing	Fence (*) (***)	LNFT		0.1 FT	Allen	LNFT
020	i chang	Fence (*) (Temporary)	LNFT		0.1 FT		LNFT
		Fence (*) (Removal & Resetting)	LNFT		0.1 FT		LNFT

Section	Section Title	Pay Item	Unit	Comps	Minimum Measure to Nearest	Minimum Compute to Nearest	Minimum Pay to Nearest
828	Fencing (Cont.)	Fence (*) (Removal of Existing)	LNFT		0.1 FT		LNFT
OLO	r chang (sonal)	Gate (*) (**)	Each		Each		Each
		Posts (Corner) (*)	Each		Each		Each
		Posts (End) (*)	Each		Each		Each
		Posts (Pull) (*)	Each		Each		Each
		Floodgates	Each		Each		Each
829	Riprap	Riprap (*) (**)	SQYD	Х	0.1 FT	0.1 SQYD	SQYD
330	Slope Protection	Bedding for Slope Protection	CUYD	Χ	0.1 FT	0.1 CUYD	CUYD
		Slope Protection (*) (**) (***)	CUYD	Χ	0.1 FT	0.1 CUYD	CUYD
		Slope Protection (Gabion)	CUYD	Χ	0.1 FT	0.1 CUYD	CUYD
		Slope Protection (Special)	CUYD	Χ	0.1 FT	0.1 CUYD	CUYD
		Geotextile Fabric	SQYD	Χ	0.1 FT	0.1 SQYD	SQYD
331	Ditch Lining	Aggregate Ditch Lining (*)	Ton		20 LBS or 0.01 Ton^		Ton
	5	Aggregate Backslope Ditch Lining	Ton		20 LBS or 0.01 Ton^		Ton
		Concrete Ditch Lining	SQYD	Χ	0.1 FT	0.1 SQYD	SQYD
		Concrete Backslope Ditch Lining	SQYD	Χ	0.1 FT	0.1 SQYD	SQYD
332	Gabions	Gabions	CUYD	Χ	0.1 FT	0.1 CUYD	CUYD
			SQYD	Χ	0.1 FT	0.1 SQYD	SQYD
333	Pavement Patching	Asphalt Pavement Patching	Ton		100 LBS		Ton
	,	PCCP Patching (*) (**) (***)	SQYD	Χ	0.1 FT	0.1 SQYD	SQYD
		PCCP Edge Joint Patching (***)	SQYD	Χ	0.1 FT	0.1 SQYD	SQYD
		PCCP Joint Patching (Full Depth)	SQYD	Χ	0.1 FT	0.1 SQYD	SQYD
		PCCP Joint & Crack Patching (***)	SQYD	Χ	0.1 FT	0.1 SQYD	SQYD
		Extra Work Saw Cuts (Set Price)	LNFT		0.1 FT		LNFT
834	Undersealing	Fly Ash (Undersealing)	Ton		20 LBS or 0.01 Ton^		TON
	•	Injection Holes	Each		Each		Each
835	Resealing Joints & Sealing Cracks in	Sealing PCCP Joints (Longitudinal)	LNFT		0.1 FT		LNFT
	Existing PCCP & HMA Pavements	Sealing PCCP Joints (Transverse)	LNFT		0.1 FT		LNFT
	<u> </u>	Sealing PCCP Cracks (>1/8"<2")	LNFT		0.1 FT		LNFT
		Sealing Spalled PCCP Joints & Cracks					
		(>2"≤3")	LNFT		0.1 FT		LNFT
		Sealing Spalled PCCP Joints & Cracks, Type A					
		or B (>2"≤3")	LNFT		0.1 FT		LNFT
		Sealing Asphalt Cracks (>1/8"≤1/2")	LNFT		0.1 FT		LNFT
		Sealing Asphalt Cracks (>1/2"<1/2")	LNFT		0.1 FT		LNFT
		Sealing Longitudinal Asphalt Shoulder Joint					
			LNFT		0.1 FT		LNFT
836	Surfacing for Side Roads &	Surfacing Material (*)					
	Entrances		Ton		20 LBS or 0.01 Ton^		Ton

Section	Section Title	Pay Item	Unit	Comps	Minimum Measure to Nearest	Minimum Compute to Nearest	Minimum Pay to Nearest
837	Pavement Widening, Shouldering	Shoulders (Earth) (HMA Widening)	STA		0.1 STA		0.1 STA
	& Pavement Edge Wedge	Shoulders (Aggregate) (HMA Widening)	STA		0.1 STA		0.1 STA
•. ••••		Pavement Edge Wedge (Earth)	STA		0.1 STA		0.1 STA
		Pavement Edge Wedge (Rock)	Ton		20 LBS or 0.01 Ton^		Ton
		Aggregate for Shoulders (AS-1)	Ton		20 LBS or 0.01 Ton^		Ton
		Common Excavation (Contractor-Furnished)	CUYD	Χ	0.1 FT	0.1 CUYD	CUYD
		Water for Earthwork Compaction (Set Price)	MGAL		0.1 MGAL		MGAL
838	Grinding Rehab Concrete						
07-08032	Pavement	Grinding Concrete Surface	SQYD	Χ	0.1 FT	0.1 SQYD	SQYD
839	Rubbilizing Portland Cement	Crushed Stone for Backfill	CUYD	Х	0.1 FT	0.1 CUYD	CUYD
	Concrete Pavement	Removal of Asphaltic Material	SQYD	Χ	0.1 FT	0.1 SQYD	SQYD
		Rubbilized Concrete	SQYD	X	0.1 FT	0.1 SQYD	SQYD
840	Temporary Surfacing	Temporary Surfacing Material (Aggregate)					
		(Set Price)	CUYD	Χ	0.1 FT	0.1 CUYD	CUYD
		Temporary Surfacing Material (HMA) (Set					
		Price)	Ton		20 LBS or 0.01 Ton^		Ton
841	Light Type Surfacing	Light Type Surfacing (*)	CUYD	X	0.1 FT	0.1 CUYD	CUYD
842	Drilling & Grouting	Drilling & Grouting	Each		Each		Each
		Drilling & Grouting (Repair) (Set Price)	Each		Each		Each
843	Flowable Fill	Flowable Fill (*)	CUYD	Χ	0.1 FT	0.1 CUYD	CUYD
844	Slurry Grout	Slurry Grout (*)	CUYD	Χ	0.1 FT	0.1 CUYD	CUYD
845	Cleaning Existing Structures &	Cleaning Existing Structures	Lump Sum		Lump Sum		Lump Sum
	Underdrains	Cleaning Existing Underdrains	LNFT		0.1 FT		LNFT
846	Transporting Salvageable Material	Transporting Salvageable Material	*				
			Ton		20 LBS or 0.01 Ton^		Ton
			Lump Sum		Lump Sum		Lump Sum
847	Mailbox Installation	Mailbox Installation (Set Price)	Each		Each		Each
07-08003	Dowel Bar Retrofit (Existing	Dowel Bar Retrofit (*)	Each		Each		Each
	Portland Cement Concrete						
	Pavement)						
07-08004	Bridge Approach Slab Footing	Bridge Approach Slab Footing	CUYD	Χ	0.1 FT	0.1 CUYD	CUYD
	Retaining Wall System	Retaining Wall (*)	SQFT	Χ	0.1 FT	0.1 SQFT	SQFT
	Tie Bar Insertion	Tie Bar Insertion	Each		Each		Each
07-08007	Adjustment of Meter and Valve	Adjustment of Meter Box (*)	Each		Each		Each
	Boxes	Adjustment of Valve Box (*)	Each		Each		Each
07-08008	Solid Interlocking Paving Units	Paving Brick					
	(Paving Bricks)		SQYD	X	0.1 FT	0.1 SQYD	SQYD
07-08009	Loop Detector Replacement	Loop Detector Replacement (Set Price)	LNFT		0.1 FT		LNFT
	Pavement Waterproofing	Pavement Waterproofing Membrane					
	Membrane		LNFT		0.1 FT		LNFT
07.00013	Sanitary Sewer System	Sanitary Sewer System	Lump Sum		Lump Sum	·	Lump Sum

Section	Section Title	Pay Item	Unit	Comps	Minimum Measure to Nearest	Minimum Compute to Nearest	Minimum Pay to Nearest
	Plugging Wells	Plugging (*) Wells	Each	•	Each		Each
	Compaction Grouting	Compaction Grouting	LNFT		0.1 FT		LNFT
77 00014	Compaction Croating	Compaction Grout	CUYD	Χ	0.1 FT	0.1 CUYD	CUYD
7-08015	Prefabricated Vertical Drain	Prefabricated Vertical Drain	LNFT		0.1 FT		LNFT
	Granular Drainage Blanket	Granular Drainage Blanket (*)	SQYD	X	0.1 FT	0.1 SQYD	SQYD
	Separation Geotextile	Separation Geotextile	SQYD	Χ	0.1 FT	0.1 SQYD	SQYD
	Landscape Retaining Wall System	Landscape Retaining Wall	SQFT	Х	0.1 FT	0.1 SQFT	SQFT
	Courtesy Towing	Towing (Courtesy) (Set Price)	Each		Each		Each
	Adjustment of Existing Structure	Adjustment of Existing Structure	Lump Sum	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Lump Sum		Lump Sum
	Railroad Signing & Protective	Reflectorized Advance-Warning Signs	Each		Each		Each
, 00010	Liability Insurance	Reflectorized Railroad Crossing Signs	Each		Each		Each
	<b></b>	Railroad Protective Liability Insurance	Lump Sum		Lump Sum		Lump Sum
	DIVISION 900						
01	Temporary Erosion & Pollution	Temporary Berm	LNFT	(Tolking manager) common and a succession of	0.1 FT		LNFT
	Control	Temporary Slope Drain	LNFT		0.1 FT		LNFT
		Temporary Slope Barrier (Set Price)	LNFT		0.1 FT		LNFT
		Temporary Ditch Check	LNFT		0.1 FT		LNFT
		Temporary Ditch Check (Rock) (Set Price)	CUYD	Χ	0.1 FT	0.1 CUYD	CUYD
		Temporary Inlet Sediment Barrier	Each	Field Book	Each		Each
		Temporary Sediment Basin	CUYD	Χ	0.1 FT	0.1 CUYD	CUYD
		Temporary Steam Crossing	Each	Field Book	Each		Each
		Sediment Removal (Set Price)	CUYD	Χ	0.1 FT	0.1 CUYD	CUYD
		Temporary Fertilizer (**)	LBS		LB		LB
		Temporary Seed (****)	LBS		LB		LB
		Soil Erosion Mix	LBS		LB		LB
		Temporary Seeding	Lump Sum		Lump Sum		Lump Sum
		Erosion Control (*)	SQYD	Χ	0.1 FT	0.1 SQYD	SQYD
		Mulching (Temporary)	ACRE	Χ	1 FT	0.01 Acre	0.1 Acre
		Mobilization (Emergency Erosion Control)					
		(Set Price)	Each		Each		Each
7-09002		Curb Inlet Protection	LNFT		0.1 FT		LNFT
002	Fertilizer, Agricultural Limestone &		LBS		LB		LB
.02	Peat Moss	Agricultural Limestone	Ton		20 LBS or 0.01 Ton^		Ton
	1 44 111 44	Peat Moss	Ton		20 LBS or 0.01 Ton^		Ton
03	Seeding	Seed (*)	LBS		LB		LB
.00	55548	Seed (Hydro) (*)	LBS		LB		LB
		Seeding	Lump Sum		Lump Sum		Lump Sum
904	Mulching	Mulching (Temporary)	ACRE	Х	1 FT	0.01 Acre	0.1 Acre
		Mulching (Permanent) (Set Price)	ACRE	Χ	1 FT	0.01 Acre	0.1 Acre
		Mulching Tacking Slurry	ACRE	Χ	1 FT	0.01 Acre	0.1 Acre
		Mulching (Hydro)	SQYD	Х	0.1 FT	0.1 SQYD	SQYD

					Minimum Measure	Minimum Compute	Minimum Pay
Section	Section Title	Pay Item	Unit	Comps	to Nearest	to Nearest	to Nearest
905	Topsoil	Topsoil	CUYD	X	0.1 FT	0.1 CUYD	CUYD
906	Sodding	Sod (*) (**)	SQYD	Х	0.1 FT	0.1 SQYD	SQYD
907	Trees, Shrubs & Other Plans	Furnishing & Planting Plant Materials	Lump Sum		Lump Sum		Lump Sum
	·	Transplanting Existing Plants	Lump Sum		Lump Sum		Lump Sum
908	Mowing	Mowing	PMPS		0.1 PMPS		0.1 PMPS
910	Stone Masonry Tree Wells	Stone Masonry for Tree Wells	CUYD	Х	0.1 FT	0.1 CUYD	CUYD
911	Park Structures	Bench	Each		Each		Each
		Grill	Each		Each		Each
		Table (*)	Each		Each		Each
		Table Shade (**)	Each		Each		Each
		Waste Receptacle	Each		Each		Each
		Comfort Station (***)	Each		Each		Each
		Comfort Station (Modification)	Each		Each		Each
912	Water Systems	Water System	Lump Sum		Lump Sum		Lump Sum

^Platform scales nearest 20 lbs, overhead bins 0.01 ton

### Kansas Department of Lansportation

#### Junction City, Kansas

MEMO TO:

**Bureau of Construction and Maintenance** 

ATTN:

Jim Hodgson

FROM:

Shad Lohman

**Construction Manager** 

DATE:

January 10, 2007

PROJECT:

70-21 K 6794-01/IM-070-4(075)

Contract #: 504071012

Grading, Surfacing, & Bridges

**Dickinson County** 

RE:

Computations

Enclosed are computation sheets for the above referenced project.

Contract #: 504071012

Change Order #: 59-F

Contact the Junction City Construction office at 785-238-4900 if you have any comments or questions regarding this Project.

rdn

cc: D. C. Drickey, P.E.

D. E. Hershberger, P.E.

M. D. Larkin File/encl



Quantities Cu Yds	Line Item 17 Common X Rural Large	Line Item 18 Common X CF	Line Item 19 Rock X	Line Item 20 Type A MR 5-5	Line Item 21 Type AA MR 0-5		Line Item 24 Special Fill	Line Item 25 Salvaged Topsoil	Line Item 26 Select Soil	Line Item 723 Unstable Excavation	Comments
Original Plan Quantity	1,475,677.00	2,401,137.00	277,536.00	2,645,159.00	241,374.00	360,293.00	31,307.00	2,193,292.00	6,410.00	0.00	Contract Quantity
Plan Revision 3/5/14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Plan sheet changed to match contract quantity
Plan Revision 6/24/14	4,617.00	(5,640.00)	0.00	8,185.00	(23.00)	0.00	0.00	0.00	0.00	0.00	Excavation of bridge class boxes
Error in Plan Quantity	6,556.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	See email dated 10/30/14 KDOT road
Change Order No. 9	0.00	0.00	0.00	0.00	80.90	0.00	0.00	0.00	0.00	0.00	Unstable excavation line 723 80.90 cuyds
CO No. 9 Revised to CO#?	0.00	0.00	0.00	3,598.00	(80.90)	0.00	0.00	0.00	0.00	3,598.00	Unstable X Line 723 Total = 3598.00 see comps
Change Order No. 17	(1,186.00)	1,186.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Unsuitable excavation at R&S station 882+34
Change Order No. 19	0.00	1,101.00	0.00	881.00	0.00	0.00	0.00	0.00	0.00	0.00	Design change
Change Order No. 32			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Unsuitable X Line 739 = 30,000.00 cuyds
CO No. 32 Revised to CO ?	(28,305.00)	32,148.00	0.00	662.00	0.00	0.00	0.00	0.00	0.00	0.00	Unsuitable X Line 739 = 28,967.00 cuyds
Change Order No. 41	-	0.00	-	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Ramp EB23-EBK10
CO No. 41 Revised to CO ?	(25,902.00)	(7,770.00)	25,902.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Ramp EB23-EBK10 VMF=1.10
Change Order No. 46	(5,055.00)	0.00	0.00	0.00	(5,055.00)	0.00	0.00	0.00	0.00	0.00	K10 Mainline Modification line 769 10,110.00 cuyds - check wetland qty
Error in Plan Quantity	0.00	6,645.00	0.00	0.00	0.00	5,316.00	0.00	0.00	0.00	0.00	Bridge K & L abutments
Existing Haskell Rd Changes	(10,030.00)	5,191.00	4,033.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	See comps
Existing Louisiana Changes	(1,351.20)	(270.00)	1,351.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	See comps   & 2 Rock X Variance / Common X
Existing 31st Street Changes	(9,057.00)	9,057.00	(463.00)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	See comps
Existing K10 Changes	(4,386.43)	5,263.72	4,386.43	3,273.65	937.33	0.00	0.00	0.00	0.00	0.00	See comps. Pavement removal
EB23 WBK10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Non-durable blue shale encountered in ramp No Documentation found
Project Approved Change	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(2,625.00)	0.00	EB23-EBK10 Not Utilized on the project
Existing 31st St. & Haskell	(4,284.00)	4,284.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Kings Const. Unsuitable Excavation Force Acc. CO#?
JOINT .		2,452,332.72	312,745.63	2,661,758.65	237,233.33	365,609.00	31,307.00	2,193,292.00	3,785.00	3,598.00	Final paid to date quantities
ΔOriginal-Total	(78,383.63)	51,195.72	35,209.63	16,599.65	(4,1 <del>4</del> 0.67)	5,316.00	0.00	0.00	(2,625.00)	3,598.00	Difference from plan quantity or adjusted quantity

<b>Quantities</b> Cu Yds	Line Item 17 Common X Rural Large	Line Item 18 Common X CF	Line Item 19 Rock X	Line Item 20 Type A MR 5-5	Line Item 21 Type AA MR 0-5	Line Item 22 Type AA MR 5-5	Line Item 24 Special Fill	Line Item 25 Salvaged Topsoil	Line Item 26 Select Soil	Line Item 723 Unstable Excavation	Comments
Original Plan Quantity	1,475,677.00	2,401,137.00	277,536.00	2,645,159.00	241,374.00	360,293.00	31,307.00	2,193,292.00	6,410.00	0.00	Contract Quantity
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Plan Revision 6/24/14	4,617.00	(5,640.00)	0.00	8,185.00	(23.00)	0.00	0.00	0.00	0.00	0.00	Excavation of bridge class boxes
Error in Plan Quantity	6,556.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	See email dated 10/30/14 KDOT road
Change Order No. 9	0.00	0.00	0.00	0.00	80.90	0.00	0.00	0.00	0.00	0.00	Unstable excavation line 723 80.90 cuyds
CO No. 9 Revised to CO #?	0.00	0.00	0.00	3,598.00	(80.90)	0.00	0.00	0.00	0.00	3,598.00	Unstable X Line 723 Total = 3598.00 see comps
Change Order No. 17	(1,186.00)	1,186.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Unsuitable excavation at R&S station 882+34
Change Order No. 19	0.00	1,101.00	0.00	881.00	0.00	0.00	0.00	0.00	0.00	0.00	Design change
Change Order No. 32	-	-	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Unsuitable X Line 739 = 30,000.00 cuyds
CO No. 32 Revised to CO ?	(28,305.00)	32,148.00	0.00	662.00	0.00	0.00	0.00	0.00	0.00	0.00	Unsuitable X Line 739 = 28,967.00 cuyds
Change Order No. 41	-	0.00	-	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Ramp EB23-EBK10
CO No. 41 Revised to CO ?	(25,902.00)	(7,770.00)	25,902.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Ramp EB23-EBK10 VMF=1.10
Change Order No. 46	(5,055.00)	0.00	0.00	0.00	(5,055.00)	0.00	0.00	0.00	0.00	0.00	K10 Mainline Modification line 769 10,110.00 cuyds - check wetland qty
Error in Plan Quantity	0.00	6,645.00	0.00	0.00	0.00	5,316.00	0.00	0.00	0.00	0.00	Bridge K & L abutments
Existing Haskell Rd Changes	(10,030.00)	5,191.00	4,033.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	See comps
Existing Louisiana Changes	(1,351.20)	(270.00)	1,351.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	See comps I & 2 Rock X Variance / Common X
Existing 3 Ist Street Changes	(9,057.00)	9,057.00	(463.00)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	See comps
Existing K10 Changes	(4,386.43)	5,263.72	4,386.43	3,273.65	937.33	0.00	0.00	0.00	0.00	0.00	See comps. Pavement removal
EB23 WBK10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Non-durable blue shale encountered in ramp No Documentation found
Project Approved Change	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(2,625.00)	0.00	EB23-EBK10 Not Utilized on the project
Existing 3 Ist St. & Haskell	(4,284.00)	4,284.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Kings Const. Unsuitable Excavation Force Acc. CO # ?
TOTAL		2,452,332.72	312,745.63	2,661,758.65	237,233.33	365,609.00	31,307.00	2,193,292.00	3,785.00	3,598.00	Final paid to date quantities
ΔOriginal-Total	(78,383.63)	51,195.72	35,209.63	16,599.65	(4,140.67)	5,316.00	0.00	0.00	(2,625.00)	3,598.00	Difference from plan quantity or adjusted quantity

## **Keeping Office on Task**

- OCheck that payments are being made promptly to contractors, consultants, LPA's, utility companies, and railroad companies.
- Make sure that the appropriate retainage is being withheld on utility, railroad, PE and CE contracts

# RETAINAGE

<u>PE and CE Contracts</u>: At 95% work completed, 5% will be retained.

<u>U and RR Contracts</u>: 5% will be retained on all intermediate and audit estimates unless specified in the agreement.

<u>City Let Contracts</u>: \$500 will be retained on all intermediate estimates.



## **Keeping Office on Task**

 If something is not completed, don't file it away. Keep a folder on your desk so that you can remember to continue to work on it. If you file it, chances are, you will forget about it.



## **Office Tracking Chart**

- Use a tracking chart to keep up to date on your projects and make sure things are done in a timely manner. (See Tracking Chart)TRACKING CHART from Colleen.xls
- See Area project Chart <u>Area Office Coordinator Project Tracking</u> Chart .xls

(If you want a copy of these spreadsheets feel free to contact me and there copies of them in the class book)



AREA OFFICE COORDINATOR'S TRACKING CHART FO TANDARD CONSTRUCTION CONTRACTS  *DATES THAT MUST BE ENTERED ON CONTRACT FINALIZATION SCREEN ENTER THE DATE OF COMPLETION FOR EACH ITEM LISTED	contract number project number		Ô						
DOWN LOAD CONTRACT	Enter the dat	e that you dov	vnloaded the	contract					
* NOTICE TO PROCEED	Enter the dat	e that the Not	ice to Procee	d was issued					
* WORK COMPLETED	Enter the dat	e that work wa	as completed						
* NOTICE OF ACCEPTANCE	Enter the dat	e that the Not	ice of Accepta	ance was issu	ued by the Are	ea			
* KDHE PERMITS COMPLETED		e that the KDI							
ALL MATERIAL ACCOUNTED FOR		line item and							
SPEC. REPORTS COMPLETED	This would in	clude Form 2	92, Pvmnt Tr	ueness repor	ts, surveyors	reports, etc.			
NON-PART. ITEMS RECAP		e that all non-							
LUMP SUM ITEMS OF 1 (not %)		mp sum items					.0		
FINAL CHANGE ORDER	Date that the final change order is returned from the contractor with signature								
COMPUTATIONS TO DIST. / BC&M	Date you Sent final C.O. computations to the District and the Bureau of C & M								
GENERATE FINAL EST.		generated th							
NOTIFY DIST/BC&M OF EST.		notified both							
BC&M APP. OF FINAL EST.		Bureau of C				imate			
DEVIATION REPORT		ı completed th							
FINAL FORMS TO CONTRACTOR		ı sent all Final							
* FINAL EST. TO CONTRACTOR		sent the Fina							
FINAL EST. RETURNED		ı received the							
FINAL FORMS RETURNED		ı received the					5		
APPROVE FINAL EST.	Date that the	area office e	ntered approv	al of the Fina	l pay estimate	9			
* FINAL FORMS & EST. TO DISTRICT	Date that the	Area office s	ent all Final fo	orms & Final I	Pay estimate	to the District	Office		
D.O.T. FORM 299 (as required)		Area office s				t Office			
* MATERIAL DEFICIENCY		Area receive							
FINAL DATA TRANSFER		Area Office p							
ARCHIVE CMS FILES		project CMS			sks				
COMBINE FILES		ject was com							
* DATE OF AS BUILT PLANS	Date that As	-Built plans ar	e submitted to	o the District	Office.				
Project Inspector	Enter the name of the inspector here							210	

AREA OFFICE COORDINATOR'S TRACKING CHART FOR STAN' RD CONSTRUCTION CONTRACTS  THIS PAGE IS TO TRACK PROJECT CHANGE ORDERS ENTER THE DATE OF COMPLETION FOR EACH ITEM LISTED	contract number project number					and a
CHANGE ORDER # 1 COMPUTATIONS						
CHANGE ORDER # 1 TO CONTRACTOR						
C.O. # 1 RETURNED TO AREA OFFICE				,	*****	
C.O. # 1 COMPS TO DISTRICT/BUR C&M						
C.O. # 1 COMPLETED						
CHANGE ORDER # 2 COMPUTATIONS						
CHANGE ORDER # 2 TO CONTRACTOR						
C.O. # 2 RETURNED TO AREA OFFICE						
C.O. # 2 COMPS TO DISTRICT/BUR C&M						
C.O. # 2 COMPLETED						
CHANGE ORDER # 3 COMPUTATIONS						
CHANGE ORDER # 3 TO CONTRACTOR						
C.O. # 3 RETURNED TO AREA OFFICE						
C.O. # 3 COMPS TO DISTRICT/BUR C&M						
C.O. # 3 COMPLETED						
CHANGE ORDER # 4 COMPUTATIONS						
CHANGE ORDER # 4 TO CONTRACTOR						
C.O. # 4 RETURNED TO AREA OFFICE						
C.O. # 4 COMPS TO DISTRICT/BUR C&M						
C.O. # 4 COMPLETED						
CHANGE ORDER # 5 COMPUTATIONS						
CHANGE ORDER # 5 TO CONTRACTOR						
C.O. # 5 RETURNED TO AREA OFFICE						
C.O. # 5 COMPS TO DISTRICT/BUR C&M						
C.O. # 5 COMPLETED						
CHANGE ORDER # 6 COMPUTATIONS						
CHANGE ORDER # 6 TO CONTRACTOR						
C.O. # 6 RETURNED TO AREA OFFICE						
C.O. # 6 COMPS TO DISTRICT/BUR C&M						
C.O. # 6 COMPLETED						
Project Inspector	Enter the name of the inspector here					211

## **Contract Adjustment**

- First thing to do is check the contract to verify that adjustment applies then create a change order adding the item to the contract
- Contract will have items checked that adjustment will be applied to
- Contract
- Contract with adjustment
- Change order explanation

#### KANSAS DEPARTMENT OF TRANSPORTATION

#### CONTRACT

This Agreement, Entered into this day of	MAY 1 9 2015	by and between the
Secretary of Transportation of the State of Kansas ref		
CONSTRUCTION INC, TOPEKA, KS, 66601-1694 at	nd his — her their — heirs,	executors, administrators,
successors, or assigns, referred to as Contractor, for th		
HMA OVERLAY		
MILL & HMA OVERLAY. K-4: WB CO L E TO AUB LENGTH IS 10.133 MI.	URN ROAD (RS-514) IN SH	AWNEE COUNTY. NET
LENGTH 10 10.100 Mil.		

known as project No. K004-089 KA 3706-01 County SHAWNEE

The parties agree, that for the consideration stated in the contract furnish all labor and material required to perform and complete in a workmanlike manner all the work in conformity with the plans and specifications as required by the terms of this contract. The parties understand and agree the essential contract documents for this contract are the attached proposal, contract form and contract bond, specifications which include, but are not limited to, the 2007 Standard Specifications for State Road and Bridge Construction, special provisions and general and detailed plans which are incorporated and made a part of the contract.

SECRETARY OF TRANSPORTATION OF THE STATE OF KANS	AS
By T- Jan	
Deputy Secretary and	
Deputy Secretary and State Transportation Engineer	
Contractor 00090 BETTIS ASPHALT & CONSTRUCTION INC	
M. and Mark	
By Am May Angles	
Title JOHN M. KOGER, JR., ATTORNEY-IN-FACT	

D.O.T. Form No. 204

# KANSAS DEPARTMENT OF TRANSPORTATION

## **CONTRACT BOND**

We, <u>BETTIS ASPHALT & CONSTRUCTION INC TOPEKA</u>, <u>KS 66601-1694</u> as Principal and <u>FIDELITY AND DEPOSIT COMPANY OF MARYLAND</u> duly authorized to transact the business of suretyship in the State of Kansas, as Surety, are held and firmly bound to the State of Kansas for <u>\$2,124,891.00</u> dollars, to be paid to the Secretary of Transportation of the State of Kansas, and under which payment we bind ourselves, our heirs, legal representatives, successors, and assigns, jointly and severally by this contract.

CONDITIONS OF THIS OBLIGATION:

COMPLIANCE OF THIS C		,	
The Principal has enter	ed into a contract with the	he Secretary of Transportation of th	e State of Kansas,
dated this day of	IAY 1 9 2015	, for the construction of certain im	provements, known
as project: K004-089 KA 3706-	01 SHAWNEE County	MILL & HMA OVERLAY	
MILL & HMA OVERLAY. K-4:	WB CO L E TO AUBL	JRN ROAD (RS-514) IN SHAWNEI	E COUNTY. NET
LENGTH IS 10.133 MI.			
This obligation shall remain in effect uni	lli the principal fully and faithfu	lly performs all of the following:	
Complete all requirements and e modifications made within specifications	execute the work under the pr s' time limits which may be ma	ovisions of sald contract, the plans, specificated without notice to or consent of the surety;	ations, and any contract
Perform all project operations aggranted by the Secretary of Transportation	reed to by the Principal within tion of the State of Kansas;	n the contract time limit in said contract of w	ithin any additional time
3. Pay all indebtedness incurred fo limited to gasoline, lubricating oils, fuel	or supplies, materials or labor olls, greases, coal and similar	furnished, used in the construction of the pitems used in directly carrying out the provision	oroject, including but not ons of the contract;
4. Indemnify and compensate the wich it may suffer or be held responsi of the contract whether by the Principal	ible, due to any negligence, d	of the State of Kansas for any loss, cost, of defective condition, default, fallure or miscarr	damage or expense, for lage in the performance
Signed and Sealed this d	lay of MAY	1 9 2015	
	RETTIS ASPHALT &	CONSTRUCTION INC	
	(hhn)	mulan	Principal.
	JOHN M. KOG	ER, JR., ATTORNEY HOLDET OSIT COMPANY OF MARYLAND	
[Seal]	John	mylanh	Surety.
Co-shit	JOHN M. KOGI	ER, JR., ATYORNEY-WAFFET	
		-	

(Note Certified copy of Resolution of Power of Attorney authorizing the execution of this instrument on behalf of the Surety must be attached.)

**REV. 4/15** 

D.O.T. Form No. 282

### ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by JAMES M. CARROLL, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint John M. KOGER, JR., of Topeka, Kansas, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed; any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 25th day of October, A.D. 2012.

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND







Secretary Eric D. Barnes

Jui D. Barry

Vice President James M. Carroll

State of Maryland

County of Baltimore

On this 25th day of October, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, JAMES M. CARROLL, Vice President, and ERIC D. BARNES, Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance a. Dunn

Constance A. Dunn, Notary Public My Commission Expires: July 14, 2015

KANSAS DEPARTMENT OF TRANSPORTATION
K004-089 KA 3706-01 K004-089 KA 3706-01

# CONTRACT PROPOSAL

1. The Secretary of Transportation of the State of Kansas [Secretary] will accept only electronic internet proposals from prequalified contractors for construction, improvement, reconstruction, or maintenance work in the State of Kansas, said work known as Project No.:

K004-089 KA 3706-01 K004-089 KA 3706-01

[Project].

The general scope, location and net length are:

MILL & HMA OVERLAY. K-4: WB CO L E TO AUBURN ROAD (RS-514) IN SHAWNEE COUNTY. NET LENGTH IS 10.133 MI.

- 2. This is the Proposal of 00090 Bettis Asphalt & Construction, Inc. [Contractor] to complete the Project for the amount set out in the accompanying Unit Prices List.
- 3. The Contractor makes the following ties and riders as part of its Proposal in addition to state ties, if any:
- 4. Contractors and other interested entities may examine the Bidding Proposal Form/Contract Documents (see paragraph 11 below) at the County Clerk's Office in the County in which the Project is located and at the Kansas Department of Transportation [KDOT] Bureau of Construction and Materials, Eisenhower State Office Building, 700 SW Harrison, Topeka, Kansas 66603. Contractors may examine and print the Bidding Proposal Form/Contract Documents using KDOT's website:

http://www.ksdot.org/burconsmain/contracts/proposal.asp.

KDOT will not print and mail paper copies of Proposal Forms. Contractors shall notify KDOT of their intent to bid as a prime contractor by identifying themselves as a Bid Holder on the website above. Contractors shall furnish this notice no later than the close of business on the Monday preceding the scheduled Letting Date. For a fee, Contractors and other interested entities may order paper copies of the KDOT Standard Specifications for State Road and Bridge Construction, 2007 Edition, [Standard Specifications] by calling the KDOT Bureau of Construction and Materials or using KDOT's website:

http://www.ksdot.org/burconsmain/specprov/specifications.asp.

KANSAS DEPARTMENT OF TRANSPORTATION
K004-089 KA 3706-01
K004-089 KA 3706-01

- 5. Contractors shall use AASHTO'S EXPEDITE software in combination with the electronic bidding system file created for the Project with EXPEDITE software [EBS file] to generate an electronic internet proposal. The EXPEDITE software and Project EBS file are available on Bid Express' website at http://www.bidx.com. The Secretary will not accept electronic paper proposals, hand-written proposals, type-written proposals, or proposals created using anything other than the EXPEDITE software.
- 6. Contractors shall submit an electronic internet proposal to KDOT using the Bid Express website at http://www.bidx.com.
- 7. The KDOT Bureau of Construction and Materials will only accept electronic internet proposals on-line using Bid Express until 1:00 P.M. Local Time on the Letting Date. KDOT will open and read these proposals at the Eisenhower State Office Building, 700 SW Harrison, Topeka, Kansas 66603 at 1:30 P.M. Local Time on the Letting Date. An Audio Broadcast of the Bid Letting is available at http://www.ksdot.org/burconsmain/audio.asp.
- 8. The Contractor shall execute a contract for the proposed work within ten (10) business days after notice of the award of the contract.
- 9. The Contractor shall complete the work within 70 working days and number of cleanup days allowed by the Standard Specifications subsection 108.4 or within the time specified in Project Special Provision "Work Schedule", if applicable.
- 10. The Contractor shall complete the Project according to the plans, Standard Specifications, provisions identified in the Special Provision List and all other Contract Documents identified in Standard Specifications subsection 101.3.

KANSAS DEPARTMENT OF TRANSPORTATION
K004-089 KA 3706-01
K004-089 KA 3706-01

- 11. The undersigned declares that the Contractor has carefully examined the Bidding Proposal Form for the Project. The Contractor understands the following:
  - \* The Bidding Proposal Form consists of the following documents: the Project EBS file on the Bid Express website (which includes DOT Form 202, required contract provisions, and the Unit Prices List), special provision list, project special provisions, special provisions, Standard Specifications, plans, exploratory work documents, any additional contract information, any addenda, and any amendments the Secretary provides for the Project. The Contractor can obtain these documents at KDOT's website at http://www.ksdot.org/burconsmain/contracts/proposal.asp and the links contained therein.
  - \* The special provision list identifies all required contract provisions, project special provisions and special provisions that apply to the Project. The EBS file may contain provisions that do not apply to the Project. The Contractor is responsible for consulting the special provision list to determine the applicable provisions.
  - \* The Bidding Proposal Form becomes the Contractor's Proposal after the Contractor completes the EBS file, electronically signs the Proposal where required on DOT Form 202, and submits the completed EBS file documents and bid bond to KDOT using Bid Express. The special provision list, project special provisions, special provisions, Standard Specifications, plans, exploratory work documents, any additional contract information, and any addenda are incorporated by reference into the Proposal. These documents are part of the Contractor's Proposal.
  - \* In electronically signing this Proposal, the Contractor waives the right to claim that the Contractor misunderstood the contents of the Proposal or the procurement process.
- 12. The Contractor has inspected the actual location of the work. The Contractor has determined the availability of materials. The Contractor has evaluated all quantities and conditions. In electronically signing this Proposal, the Contractor waives the right to claim that the Contractor misunderstood the scope of the work.
- 13. SPECIAL PROVISIONS REQUIRING INFORMATION. The following Required Contract Provisions (I-XI) require the Contractor to furnish information. The current versions of these provisions are contained in the Project EBS file. Some or all of these apply to the Project as indicated in the Special Provision List. The Contractor shall complete these provisions within the EBS file. When these documents are required, the Secretary will reject proposals that fail to contain completed Provisions I, II, IV or V in the EBS file and may reject proposals that fail to contain completed Provisions III, VI, VII, VIII, IX, X or XI in the EBS file.

DOT Form No. 202

# KANSAS DEPARTMENT OF TRANSPORTATION K004-089 KA 3706-01 K004-089 KA 3706-01

I. 08-10-66 Certification-Noncollusion & History of Debarment

II. 04-30-82 Certification-Financial Prequalification Amount

III. 08-04-92 Certification-Contractual Services with a Current Legislator or a Current Legislator's Firm

IV. 04-26-90 Declaration-Limitations on Use of Federal Funds for Lobbying

V. 07-19-80 DBE Contract Goal

VI. 10-10-00 Price Adjustment for Fuel

VII. 08-08-01 Furnishing and Planting Plant Materials

VIII. 06-01-06 Price Adjustment for Asphalt Material

IX. 05-18-07 Repair (Structures)

X. 08-31-09 Price Adjustment for Emulsified Asphalt

XI. 01-01-11 Kansas Department of Revenue Tax Clearance Certificate

14. The funding source for this Project is STATE.

On Projects involving City or County funds, the Secretary acts as the Agent of the City or County and as the administrator of federal or state funds. Each governmental entity's responsibilities are described in a contract between the entities which is available upon request.

15. FEDERAL AID DOCUMENTS INCLUDED IN PROPOSAL. If the Project is supported in whole or in part by Federal funds, the latest revisions of the following provisions (I - VI) also apply to the Project. These documents are not included in the Project EBS file but are accessible on KDOT's website and incorporated by reference into the proposal like other provisions and the exploratory work documents.

I, 11-03-80 Affirmative Action For EEO

II. 11-15-96 Affirmative Action & EEO Policies

III. 09-06-94 U.S. DOT Fraud Hotline

IV. FHWA-1273 Federal-Aid Required Contract Provisions

V. 03-10-06 Use Of DBE As Aggregate Supplier/Regular Dealer

VI, 07-18-80 Use Of DBE

16. The Secretary reserves the right to reject any and all proposals and to waive any or all technicalities.

LETTING: 04-22-15

515046161

KANSAS DEPARTMENT OF TRANSPORTATION
K004-089 KA 3706-01 K004-089 KA 3706-01

## 17. SIGNATURE SECTION:

# A. Electronic Internet Proposal

The person submitting the electronic internet Proposal, on the Contractor's behalf, shall be the person whose digital identification is used to submit this Proposal. That person shall complete paragraphs B and C. The person whose digital identification is used to electronically sign this Proposal binds the Contractor to this Proposal and binds the named individual to the certification in paragraph B.

#### B. Certification

I CERTIFY THAT I AM AUTHORIZED TO REPRESENT THE CONTRACTOR IN PREPARING AND PRESENTING THIS PROPOSAL. I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING (INCLUDING BUT NOT LIMITED TO THE INFORMATION CONTAINED IN THE SPECIAL PROVISIONS REFERENCED IN PARAGRAPH 13) IS TRUE AND CORRECT. EXECUTED ON 04/22/2015 (DATE IN MM/DD/YYYY FORMAT).

### C. Signature

Number of company or joint venture: 00090

Name of company or joint venture: Bettis Asphalt & Construction, Inc.

Name of person signing: Eric H Bettis

Title of the person signing: President

Signature: Electronic Internet Proposal

RELEASED	FOR CONSTRUCTION:
Date:	MAY 1 9 2015
	Construction and Materials

DOT Form No. 202

## KANSAS DEPARTMENT OF TRANSPORTATION SPECIAL PROVISION LIST

PAGE: 1

DATE: 03/23/15

STATE PROJECT NO: K004-089 KA 3706-01

1

STATE CONTRACT NO 515046161

PREPARED DATE:

18FEB15

WAGE AREA:

**REVISED DATE:** 

PRIMARY DISTICT:

PRIMARY COUNTY:

SHAWNEE

**DESCRIPTION:** 

07-08039-R01

K-4: WB CO L E TO AUBURN ROAD (RS-514)

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

PROVISION NO.	DESCRIPTION
08-10-66-R05	REQUIRED CONTRACT PROVISION-NONCOLLUSION / HISTORY-DEBARMENT
08-31-09-R01	REQUIRED CONTRACT PROVISION-EMULSIFIED ASPHALT ADJUSTMENT
04-30-82-R07	REQUIRED CONTRACT PROVISION-FINANCIAL PREQUALIFICATION
08-04-92-R03	REQUIRED CONTRACT PROVISION-CONTRACTUAL SERVICES-LEGISLATOR
10-10-00-R06	REQUIRED CONTRACT PROVISION-PRICE ADJUSTMENT FOR FUEL
06-01-06	REQUIRED CONTRACT PROVISION-PRICE ADJUSTMENT FOR ASPHALT
11-15-96-R05	REQUIRED CONTRACT PROVISION-EEO REQUIREMENT
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
KS150004	MINIMUM WAGE RATE (AREA 4)
07-ER-1-R25	ERRATA SHEET FOR 2007 STANDARD SPECIFICATION
07-01003	REQUIRED CONTRACT PROVISIONS KS FUNDED CONST CONTRACTS
07-01008-R05	PRICE ADJUSTMENT FOR FUEL
07-01009-R06	PRICE ADJUSTMENT FOR ASPHALT MATERIALS
07-01012-R01	SEASONAL LIMITATIONS (OVERLAYS)
07-01016-R01	PRICE ADJUSTMENT FOR EMULSIFIED ASPHALT
07-01017-R03	MEASUREMENT AND PAYMENT
07-01018-R03	CONTROL OF MATERIALS
07-01019-R08	BIDDING REQUIREMENTS AND CONDITIONS
07-01020	LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC
07-01021	SCOPE OF WORK
07-01022	PROSECUTION AND PROGRESS
07-02003-R02	EXCAVATION AND EMBANKMENT FOR HIGHWAYS
07-06003-R12	ASPHALT PAVEMENT SMOOTHNESS
07-06006-R10	HOT MIX ASPHALT (HMA) CONSTRUCTION (QC-QA)
07-06013-R04	HOT MIX ASPHALT (HMA) COMMERCIAL GRADE
07-06015	MILLING
07-08001-R07	WORK ZONE TRAFFIC CONTROL AND SAFETY (FOR 1R'S) DURABLE PAVEMENT MARKING
07-08024-R04	REMOVAL OF EXISTING PAVEMENT MARKINGS
07-08025	PAINTED PAVEMENT MARKING
07-08026-R01	WORK ZONE TRAFFIC CONTROL AND SAFETY
07-08030-R06	MAINTENANCE AND RESTORATION OF HAUL ROADS
07-08031-R01	PAVEMENT WIDENING, SHOULDERING AND PAVEMENT EDGE WEDGE
07-08033	TWORKS SIGNS
07-08037-R01	

RESEALING JOINTS AND SEALING CRACKS

# KANSAS DEPARTMENT OF TRANSPORTATION SPECIAL PROVISION LIST

PAGE: 2

DATE: 03/23/15

STATE PROJECT NO: K004-089 KA 3706-01

STATE CONTRACT NO 515046161

PREPARED DATE:

18FEB15

WAGE AREA:

4

**REVISED DATE:** 

PRIMARY DISTICT:

PRIMARY COUNTY:

SHAWNEE

**DESCRIPTION:** 

K-4: WB CO L E TO AUBURN ROAD (RS-514)

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

07-11002-R05	AGGREGATES FOR HOT MIX ASPHALT (HMA)
07-11005-R02	AGGREGATES FOR AGGREGATE BASE CONSTRUCTION
07-11008-R01	GENERAL REQUIREMENTS FOR AGGREGATES
07-12001-R01	EMULSIFIED ASPHALT
07-12002	WARM MIX ASPHALT ADDITIVES
07-12004	PERFORMANCE GRADED ASPHALT BINDER
07-12005	GENERAL REQUIREMENTS-ASPHALT
07-15002	HOT JOINT SEALING COMPOUND
07-17005	NON-METALLIC DRUMS AND CONICAL PORTABLE DELINEATORS
07-22001-R01	RETROREFLECTIVE SHEETING
07-22003	IMAGE SYSTEMS FOR RETROREFLECTIVE SHEETING
07-25001-R02	PART V
07-26001	MATERIALS CERTIFICATIONS
07-MR0522	MODIFIED REQUIREMENTS – ASPHALT MIXTURES
07-PS0272-R3	HMA BOND STRENGTH
07-PS0507	PAVEMENT WATERPROOFING MEMBRANE

## **END OF SPECIAL PROVISION LIST**

CERTIFICATION - NONCOLLUSION AND HISTORY OF DEBARMENT K.A.R. 36-30-4, 49 C.F.R. 29.335, 23 U.S.C. 112(c), 49 U.S.C. 322

Complete the exceptions below if applicable. The Contractor's signature on page 5 of the Contractor's Proposal supplies the necessary signature for this Certification.

#### NONCOLLUSION

I certify that the Contractor submitting this bid has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid.

#### HISTORY OF DEBARMENT

I certify that, except as noted below, the Contractor submitting this bid and any person associated with this Contractor in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or any position involving the administration of federal funds:

- Are not currently suspended, debarred, voluntarily excluded or disqualified from bidding by any federal or state agency;
- Have not been suspended, debarred, voluntarily excluded or disqualified from bidding by any federal or state agency within the past three years;
- 3. Do not have a proposed debarment pending;
- 4. Within the past three years, have not been convicted or had a civil judgment rendered against them by a court of competent jurisdiction in any matter involving fraud, anti-trust violations, theft, official misconduct, or other offenses indicating a lack of business integrity or business honesty; and
- 5. Are not currently indicted or otherwise criminally or civilly charged by a federal, state, or local government with fraud, anti-trust violations, theft, official misconduct, or other offenses indicating a lack of business integrity or business honesty; and
- 6. Have not had one or more federal, state, or local government contracts terminated for cause or default within the past three years.

No	"Answer	'Yes'	if	ther	e are	e ex	cep	otions	to	the	above	descri	bea
circum	nstances.	Answer	'No'	if	there	are	no	except	ions.	The	exce	ptions,	if
any, a	are:												

Rev. 07/05

#### CERTIFICATION - FINANCIAL PREQUALIFICATION AMOUNT

Select the appropriate response below to indicate whether this Proposal exceeds the Contractor's financial prequalification amount. The Contractor's signature on page 5 of the Contractor's Proposal supplies the necessary signature for this Certification.

I understand that I may be required to identify the outstanding contract and subcontract work of my firm, association or corporation on DOT From 284 prior to an award of contract. Unless I obtain prior approval, I understand that the Secretary may reject this Proposal if the dollar value of work on this Contract combined with unearned amounts on our unfinished contract and subcontract work exceeds our prequalification amount.

I certify that the amount of this Proposal plus the total unearned amount of other contracts with the Kansas Department of Transportation plus the unearned amount of all other contracts in this state or other states does not exceed the financial prequalification amount of our firm, association or corporation. I also certify that our firm, association, or corporation has the financial ability to perform the work.

If this Proposal exceeds the financial prequalification amount, I certify that I obtained approval to submit this bid from the KDOT representative I have listed below. (Prior approval to exceed the prequalification limit may be made by telephone or personal contact).

KDOT	Approval	Granted By	
		Date:	

CERTIFICATION - CONTRACTUAL SERVICES WITH A CURRENT LEGISLATOR OR A CURRENT LEGISLATOR'S FIRM

Select the appropriate response below to indicate whether this contract is with a legislator or a firm in which a legislator is a member. The Contractor's signature on page 5 of the Contractor's Proposal supplies the necessary signature for this Certification.

Kansas Law, K.S.A. 46-239(c), requires this agency to report all contracts entered into with any legislator or any member of a firm of which a legislator is a member, under which the legislator or member of the firm is to perform services for this agency for compensation. The Contractor certifies that:

This Contract is not with a legislator or a firm in which a legislator is a member. If this contract is with a legislator, that legislator is:

	Name:			
	Address:			
		(City)	(State)	(Zip Code)
Business	Telephone:			

10-10-00-R07 Sheet 1 of 1

# REQUIRED CONTRACT PROVISION PRICE ADJUSTMENT FOR FUEL

Yes Answer 'Yes' if you accept this provision. Answer 'Reject' if you reject this provision and the provision will not be part of the contract.

The Contractor may accept or reject the application of Special Provision 07-01008 (latest revision) "Price Adjustment for Fuel". This Required Contract Provision 10-10-00 identifies the items of work on this Project that KDOT has determined are eligible for a fuel price adjustment.

If the Contractor accepts 07-01008 (latest revision), the Contractor shall select 'Yes' in the box(es) below next to those eligible items for which the Contractor desires a fuel price adjustment and select 'No' in the box(es) below next to those eligible items for which the Contractor does not desire a fuel price adjustment.

-1-			+
		Indicate 'Yes' or 'No' for each eligible Item	Description of Eligible Item of Work
	X	Yes Yes	Common Excavation
4		+	+

The Contractor assumes the risk of any mistakes the Contractor makes in completing the table.

Project No. K004-089 KA 3706-01 Contract No. 515046161

06-01-06-R01 Sheet 1 of 1

# REQUIRED CONTRACT PROVISION PRICE ADJUSTMENT FOR ASPHALT MATERIAL

Yes Answer 'Yes' if you accept this provision. Answer 'Reject' if you reject this provision and the provision will not be part of the contract.

The Contractor may accept or reject the application of Special Provision 07-01009 (latest revision) "Price Adjustment for Asphalt Material."

Project No. K004-089 KA 3706-01 Contract No. 515046161

08-31-09-R01 Sheet 1 of 1

# REQUIRED CONTRACT PROVISION PRICE ADJUSTMENT FOR EMULSIFIED ASPHALT

Yes Answer 'Yes' if you accept this provision. Answer 'Reject' if you reject this provision and the provision will not be part of the contract.

The Contractor may accept or reject the application of Special Provision 07-01016 (latest revision) "Price Adjustment for Emulsified Asphalt".

# REQUIRED CONTRACT PROVISION TAX CLEARANCE CERTIFICATE

Yes Answer 'Yes' if the Contractor has a current Tax Clearance Certificate.

Answer 'No' if the Contractor does not have a current Tax Clearance Certificate. Insert the Tax Clearance Confirmation Number if available at the time of bidding:CADX-28TD-PR2B

Contractors shall have a current Tax Clearance Certificate from the Kansas Department of Revenue [KDOR] at the time of contract award. The Tax Clearance process is a tax account review by KDOR to determine that the Contractor's account is compliant with Kansas tax laws administered by the Director of Taxation. The Secretary will reject the Contractor's Proposal as non-responsive if the Contractor does not have a current Tax Clearance Certificate at the time of contract award.

To obtain a Tax Clearance Certificate, the Contractor shall complete and submit to KDOR an Application for Tax Clearance obtained from KDOR's website at http://www.ksrevenue.org/taxclearance.htm. The Application Form can be completed and submitted on-line, by mail, or by fax. After the Contractor submits the Application, KDOR will provide the Contractor a Transaction ID number. The Contractor shall use the Transaction ID number to retrieve the Tax Clearance Certificate. Decisions on on-line applications are generally available the following business day.

After the Contractor obtains the Tax Clearance Certificate, the Contractor shall insert on this Required Contract Provision the Confirmation Number ontained in the Certificate or the Contractor shall submit a copy of the Tax Clearance Certificate to the KDOT Bureau of Construction and Materials by hand delivery, mail, e-mail or fax. Before awarding a contract, the Bureau of Construction and Materials will authenticate the Certificate through the Confirmation Number inserted on this Required Contract Provision or contained on the Certificate submitted.

If the Contractor is unable to retrieve the Tax Clearance Certificate or if KDOR denies the Contractor's Application for Tax Clearance, the Contractor shall call KDOR's Special Projects Team at 785-296-3199 to determine why KDOR failed to issue the Certificate.

Tax Clearance Certificates are valid for 90 days after issue. To renew a clearance, submit a new Tax Clearance Application. Information pertaining to a Tax Clearance is subject to change for various reasons, including a state tax audit, federal tax audit, agent actions, hearings, and other legal actions. The Tax Clearance Certificate is not "clearance" for all types of taxes the state of Kansas may assess.

Subcontractors also shall have a current Tax Clearance Certificate from KDOR before the Secretary approves them for subcontract work. The Contractor shall submit to the KDOT Field Office the Subcontractor's Tax Clearance Certificate with KDOT Form 259, Request for Approval of Subcontractor.

Pev. 07/13

# KANSAS DEPARTMENT OF TRANSPORTATION UNIT PRICES LIST

PAGE: 13

STATE CONTRACT NO: 515046161

LETTING DATE: 04-22-15

PREPARED DATE: 03-26-15 REVISED DATE: 04-20-15

STATE PROJECT NO: K004-089 KA 3706-01

COUNTY: SHAWNEE

THE BIDDER SHALL EXTEND ALL ITEMS AND TOTAL THE BID

SECTION 1 COMMON ITEMS

LINE/    ITEM   NUMBER ITEM DESCRIPTION	UNITS/  ESTIMATE   QUANTIT	D I	-IN NUMBE	RS-	AMOUNT BID   -IN NUMBERS-   DOLLARS  CTS
1  MOBILIZATION      025323	LSUM   	     1.00	113168	     .000	\$113,168.00
2  FLAGGER (SET PRICE)      070580	HOUR   	1.00	     40	     .000	     \$40.00
3  MAINTENANCE AND    RESTORATION OF HAUL ROADS  020001 (SET PRICE)		1.00	     4000	     .000	     \$4,000.00
38   FIELD OFFICE AND     LABORATORY (TYPE A)   025600	EACH 	1.00	     4050	.000	     \$4,050.00

## SECTION 2 ROAD ITEMS

5  AGGREGATE BASE (AB-3) (    6")  010169	SQYD   	         	     8.100	       \$5,564.70
6  WATER (AGGREGATE BASE)    (SET PRICE)  010107	MGAL   	1.00	       35.000	       \$35.00

SECTION 3 ASPHALT SURFACING ITEMS

\_\_\_\_\_

00090 - Bettis Asphalt & Construction, Inc. Check: 52B8DE2C

# KANSAS DEPARTMENT OF TRANSPORTATION PAGE: 14 UNIT PRICES LIST

STATE CONTRACT NO: 515046161

STATE PROJECT NO: K004-089 KA 3706-01

PREPARED DATE: 03-26-15 REVISED DATE: 04-20-15

SECTION 3 ASPHALT SURFACING ITEMS

LINE/    ITEM   NUMBER		1		s- i	AMOUNT BID   -IN NUMBERS-   DOLLARS  CTS
7	MILLING	TON		1	1
081773		18,596.00	6.	000	\$111,576.00
1	(PG 64-22)	TON		7001	
1060239	 	14,621.00			\$799,768.70
•	HMA-COMMERCIAL GRADE  (CLASS A)	TON			
041003		10,476.00	50.	750	\$531,657.00
		TON			
  012278	(CLASS A) (PATCHING) 	392.00	100	610	\$39,439.12
	,	LSUM	<u> </u>		! !
000030	ADJUSTMENT 	1.00	   1 	.000	
•	1	LSUM			
1000029	ADJUSTMENT 	1.00	1	.000	\$1.00
	QUALITY CONTROL TESTING	TON	 		
  081699	(HMA)	14,627.00	1	1 .070	\$15,650.89
14	ASPHALT CORE (SET PRICE)	EACH		!	
  011750		1.00	45	.000	\$45.00
15	ASPHALT PAVEMENT	LSUM		 	
  000013	SMOOTHNESS	1.00	1	.000	\$1.00
116	EMULSIFIED ASPHALT	SQYD			
  060282	1	152,106.00	0	.140	\$21,294.84

00090 - Bettis Asphalt & Construction, Inc. Check: 52B8DE2C

# KANSAS DEPARTMENT OF TRANSPORTATION UNIT PRICES LIST

PAGE: 15

STATE CONTRACT NO: 515046161

STATE PROJECT NO: K004-089 KA 3706-01

PREPARED DATE: 03-26-15
REVISED DATE: 04-20-15

SECTION 3 ASPHALT SURFACING ITEMS

LINE/	UNITS/	UNIT BID	
ITEM	ESTIMATED	-IN NUMBERS-	
NUMBER ITEM DESCRIPTION	QUANTITY	DOLLARS  CTS	
17  SEALING ASPHALT CRACKS	LNFT		
(>1/8" <=1/2")			
011932		8.200	\$3,198.00
18  PAVEMENT WATERPROOFING	SQYD		
MEMBRANE			
013412	96.00		\$2,112.00
19  SHOULDERS (EARTH) (HMA    WIDENING)  025003	STA.       1,113.30		
20  AGGREGATE FOR SHOULDERS    (AS-1)  010637	TON     1,856.00		
21  WATER FOR EARTHWORK  COMPACTION (SET PRICE)	MGAL     1.00		
22  SIGN (REMOVE AND RESET)	LSUM		
026494	1.00	1200.000	

SECTION	4	PAVEMENT	MARKING	ITEMS

23   PAVEMENT MARKING   (MULTI-COMPONENT)  023140 (6")	LNFT   (WHITE)       106,372.00	
24   PAVEMENT MARKING     (MULTI-COMPONENT)  023143 (YELLOW) ( 4")	LNFT         74,395.00	

00090 - Bettis Asphalt & Construction, Inc. Check: 52B8DE2C

# KANSAS DEPARTMENT OF TRANSPORTATION PAGE: 16 UNIT PRICES LIST

STATE CONTRACT NO: 515046161

STATE PROJECT NO: K004-089 KA 3706-01

PREPARED DATE: 03-26-15

REVISED DATE: 04-20-15

SECTION 5 WORK ZONE TRAFFIC CONTROL ITEMS

LINE/	S
	001
28,455.00   0.100   \$2,845.5	001
16.25 SQ.FT.)	   
025332	   
(TYPE III - 4 TO 12 LIN.	    0(
	0 (
28  CHANNELIZER (PORTABLE)   EADA	
011492    84,000.00  0.100  \$8,400.0	) o i
29  WORK ZONE WARNING LIGHT  EADA	
(TYPE "A" LOW INTENSITY)	оо¦ 
30  WORK ZONE WARNING LIGHT  EADA	
(RED TYPE "B" HIGH	00 i
31   PAVEMENT MARKING (TEMP)   STAL	
4" SOLID (TYPE I TAPE OR	00
32   PAVEMENT MARKING (TEMP)   STAL	[
4" SOLID (TYPE II TAPE OR	40
133   PAVEMENT MARKING (TEMP)   STAL	
4" DOTTED EXTENSION (TYPE	00
34  PAVEMENT MARKING REMOVAL  LNFT	
	00

00090 - Bettis Asphalt & Construction, Inc. Check: 52B8DE2C

# KANSAS DEPARTMENT OF TRANSPORTATION PAGE: 17 UNIT PRICES LIST

STATE CONTRACT NO: 515046161

STATE PROJECT NO: K004-089 KA 3706-01

PREPARED DATE: 03-26-15

REVISED DATE: 04-20-15

SECTION 5 WORK ZONE TRAFFIC CONTROL ITEMS

LINE/    ITEM   NUMBER ITEM DESCRIPTION	UNITS/  ESTIMATE   QUANTIT	ED  -I1	0 2 1	AMOUNT BID   IN NUMBERS-   DOLLARS  CTS
35   WORK ZONE SIGN (SPECIAL)    (16.26 SQ.FT. & OVER)  082002	EACH   	1.00	       650.000	       \$650.00
36  TRAFFIC CONTROL (INITIAL    SETUP)  072116	LSUM   	1.00	     87790.000	       \$87,790.00
37  TWORKS SIGN ASSEMBLY    (SMALL)  023472	EACH   	2.00	     810.000	\$1,620.00

GRAND TOTAL : \$2,124,891.00

00090 - Bettis Asphalt & Construction, Inc. Check: 52B8DE2C

# KANSAS DEPARTMENT OF TRANSPORTATION

# As Agent for <u>CITY OF SILVER LAKE</u>, Kansas

# CONTRACT

This Agreement, Entered into this da	y of <b>J</b> l	JL 26	2016	by the Secretary of
Transportation of the State of Kansas, as age	ent for <u>CITY OF SIL</u>	VER LA	<u>KE,</u> Kansa	as, and under the provision of a
certain contract entered into between CITY				
datedJUL 2 6 2018	, referred to as	Secretar	y, and <u>01</u> 4	432 CRIQUI CONSTRUCTION
INC, MELVERN, KS, 66510-0208 and his	her their	heirs, exe	ecutors, a	administrators, successors, or
assigns, referred to as Contractor, for the co	nstruction of the p	roject:		
No. <u>U024-089 KA 4046-01</u> County <u>SHAWN</u>	<u>ee</u>			
The parties agree, that for the consid	ieration stated in t	he contra	ct furnish	all labor and material required
to perform and complete in a workmanlike m				
required by the terms of this contract. The p	parties understand	and agre	ee the ess	sential contract documents for
this contract are the attached proposal, con	tract form and cor	ntract bor	ıd, specifi	ications which include, but are
not limited to, the 2015 Standard Specificati	ons for State Road	d and Brid	lge Const	ruction, special provisions and
general and detailed plans which are incorp	orated and made a	a part of t	he contra	ct.
	SECRETARY OF	TRANSP	ORTATIO	ON OF THE STATE OF KANSAS
	/	/ 、	1 1	
	Ву	Der	nuty Sect	etary and
	Title		· * /	ation Engineer
	- Mo			
	Contractor	01432 (	CRIQUI C	ONSTRUCTION INC
	By Han	بال)	Che	grici
	Title D	Masin	Cenit	

D.O.T. Form No. 204A

# KANSAS DEPARTMENT OF TRANSPORTATION

Bond No. KSC 67302

## **CONTRACT BOND**

We, <u>CRIQUI CONSTRUCTION INC MELVERN</u>, KS 66510-0208 as Principal and <u>MERCHANTS BONDING COMPANY (MUTUAL)</u> duly authorized to transact the business of suretyship in the State of Kansas, as Surety, are held and firmly bound to the State of Kansas for <u>\$97,482.75</u> dollars, to be paid to the Secretary of Transportation of the State of Kansas, and under which payment we bind ourselves, our heirs, legal representatives, successors, and assigns, jointly and severally by this contract.

Transportation of the state of	•				
representatives, successors, and	l assigns, jointly ar	d severally by th	nis contract.		
CONDITIONS OF THIS O	BLIGATION:				•
The Principal has entere	d into a contract v	ith the Secretar	y of Transpo	rtation of the St	ate of Kansas,
dated this day of	6 2848	, for the	construction of	of certain improv	ements, known
as project: <u>U024-089 KA 4046-0</u>	1 SHAWNEE Cou	nty STORM SE	<u>WER</u>		
STORM SEWER. SILVER LAKE	: US-24 AND RAI	ROAD ST IN S	N CO. LENG	TH IS 0.02 MI.	
This obligation shall remain in effect until					
Complete all requirements and exmodifications made within specifications.	'time limits which may	oe made wilhout Hot	ice to or consem	tor the salety,	
2. Perform all project operations agr granted by the Secretary of Transportation	on of the State of Kans	38;			
3. Pay all indebtedness incurred for limited to gasoline, lubricating oils, fuel of	oils, greases, coal and s	imilar items useo in	directly carrying	out the provisions of	1 (110 001111 001)
4. Indemnify and compensate the wich it may suffer or be held responsible of the contract whether by the Principal,	ole, due to any neglige	ice, detective condi	of Kansas for ar ition, default, fail	ny loss, cost, dama lure or miscarriage	ge or expense, for in the performance
Signed and Sealed this d	ay of7/20/	116			
	CRIQUI CONST	RUCTION INC			<u> </u>
	Ale	50 C	1)	Prosing	Principal.
	MERCHANTS E	ONDING-COM	PANY (MUTU	JAL)	
[Seal]	Ala	1			Surety.
[over]	Laurie Pflug, Atto	rney-in-Fact			

(Note Certified copy of Resolution of Power of Attorney authorizing the execution of this instrument on behalf of the Surety must be attached.)

REV, 6/16

D.O.T. Form No. 282



Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Brian Haston; Heather R Goedtel; Jill N Swanson; Laurie Pflug; Michelle Sylvester; Nicole Langer; Nina E Werstein; Robin Rutlin

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies, as Surety, bonds, undertakings and other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

## FIVE MILLION (\$5,000,000.00) DOLLARS

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-In-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 17th day of

William CH Company

TIOHAL

December

2015

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

STATE OF IOWA

5 2003 6 1933 1933

President

On this 17th day of December , 2015 , before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

WENDY WOODY
Commission Number 784654
My Commission Expires
June 20, 2017

Notary Public, Polk County, lowa

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this

day JUL 2 6 2018

ONE COMPORT A William Harner & Secretary

2003

KANSAS DEPARTMENT OF TRANSPORTATION U024-089 KA 4046-01 U024-089 KA 4046-01

#### CONTRACT PROPOSAL

1. The Secretary of Transportation of the State of Kansas [Secretary] will accept only electronic internet proposals from prequalified contractors for construction, improvement, reconstruction, or maintenance work in the State of Kansas, said work known as Project No.:

U024-089 KA 4046-01 U024-089 KA 4046-01

The general scope, location and net length are:

STORM SEWER. SILVER LAKE: US-24 AND RAILROAD ST IN SN CO. LENGTH IS 0.02 MI.

- 2. This is the Proposal of 01432 CRIQUI CONSTRUCTION INC [Contractor] to complete the Project for the amount set out in the accompanying Unit Prices List.
- 3. The Contractor makes the following ties and riders as part of its Proposal in addition to state ties, if any:
- 4. Contractors and other interested entities may examine the Bidding Proposal Form/Contract Documents (see paragraph 11 below) at the County Clerk's Office in the County in which the Project is located and at the Kansas Department of Transportation [KDOT] Bureau of Construction and Materials, Eisenhower State Office Building, 700 SW Harrison, Topeka, Kansas 66603. Contractors may examine and print the Bidding Proposal Form/ Contract Documents by using KDOT's website at http://www.ksdot.org and choosing the following selections: "Doing Business", "Bidding & Letting" and "Proposal Information", and using the links provided in the Project information for this project. KDOT will not print and mail paper copies of Proposal Forms. Contractors shall notify KDOT of their intent to bid as a prime contractor by identifying themselves as a Bid Holder on the website above. Contractors shall furnish this notice no later than the close of business on the Monday preceding the scheduled Letting Date. For a fee, Contractors and other interested entities may order paper copies of the KDOT Standard Specifications for State Road and Bridge Construction, Edition, [Standard Specifications] by using KDOT's website at http://www.ksdot.org and choosing the following selections: "Doing Business", "Bidding & Letting" and "Specifications".

LETTING: 06-22-16

516066141

KANSAS DEPARTMENT OF TRANSPORTATION
U024-089 KA 4046-01 U024-089 KA 4046-01

- 5. Contractors shall use the AASHTO'S EXPEDITE software in combination with the electronic bidding system file created for the Project with EXPEDITE software [EBS file] to generate an electronic internet proposal. The EXPEDITE software and Project EBS file are available on Bid Express' website at http://www.bidx.com.
- 6. Contractors shall only use the EXPEDITE software to create a proposal and submit an electronic internet proposal to KDOT using the Bid Express website at http://www.bidx.com.
- 7. The KDOT Bureau of Construction and Materials will only accept electronic internet proposals on-line using Bid Express until 1:00 P.M. Local Time on the Letting Date. KDOT will open and read these proposals at the Eisenhower State Office Building, 700 SW Harrison, Topeka, Kansas 66603 at 1:30 P.M. Local Time on the Letting Date. An Audio Broadcast of the Bid Letting is available at http://www.ksdot.org/burconsmain/audio.asp.
- 8. The Contractor shall execute a contract for the proposed work within ten (10) business days after notice of the award of the contract.
- 9. The Contractor shall complete the work within 20 working days and number of cleanup days allowed by the Standard Specifications subsection 108.4 or within the time specified in Project Special Provision "Work Schedule", if applicable.
- 10. The Contractor shall complete the Project according to the plans, Standard Specifications, provisions identified in the Special Provision List and all other Contract Documents identified in Standard Specifications subsection 101.3.

- 11. The undersigned declares that the Contractor has carefully examined the Bidding Proposal Form for the Project. The Contractor understands the following:
  - \* The Bidding Proposal Form consists of the following documents: the Project EBS file on the Bid Express website (which includes DOT Form 202, required contract provisions, and the Unit Prices List), special provision list, project special provisions, special provisions, Standard Specifications, plans, exploratory work documents, any additional contract information, any addenda, and any amendments the Secretary provides for the Project. The Contractor can obtain these documents at KDOT's website (see paragraph 4).
  - \* The special provision list identifies all required contract provisions, project special provisions and special provisions that apply to the Project.
  - \* The Bidding Proposal Form becomes the Contractor's Proposal after the Contractor completes the EBS file, electronically signs the Proposal where required on DOT Form 202, and submits the completed EBS file documents and bid bond to KDOT using Bid Express. The special provision list, project special provisions, special provisions, Standard Specifications, plans, exploratory work documents, any additional contract information, and any addenda are incorporated by reference into the Proposal. These documents are part of the Contractor's Proposal.
  - \* In electronically signing this Proposal, the Contractor waives the right to claim that the Contractor misunderstood the contents of the Proposal or the procurement process.
- 12. The Contractor has inspected the actual location of the work. The Contractor has determined the availability of materials. The Contractor has evaluated all quantities and conditions. In electronically signing this Proposal, the Contractor waives the right to claim that the Contractor misunderstood the scope of the work.
- 13. SPECIAL PROVISIONS REQUIRING INFORMATION. The following Required Contract Provisions (I-XI) require the Contractor to furnish information. The current versions of these provisions are contained in the Project EBS file. Some or all of these apply to the Project as indicated in the Special Provision List. The Contractor shall complete these provisions within the EBS file. When these documents are required, the Secretary will reject proposals that fail to contain completed Provisions I, II, IV or V in the EBS file and may reject proposals that fail to contain completed Provisions III, VI, VIII, VIII, IX, X or XI in the EBS file.

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516066141

#### 

I. 08-10-66 Certification-Noncollusion & History of Debarment

II. 04-30-82 Certification-Financial Prequalification Amount

III. 08-04-92 Certification-Contractual Services with a Current Legislator or a Current Legislator's Firm

IV. 04-26-90 Declaration-Limitations on Use of Federal Funds for Lobbying

V. 07-19-80 DBE Contract Goal

VI. 10-10-00 Price Adjustment for Fuel

VII. 08-08-01 Furnishing and Planting Plant Materials

VIII. 06-01-06 Price Adjustment for Asphalt Material

IX. 05-18-07 Repair (Structures)

X. 08-31-09 Price Adjustment for Emulsified Asphalt

XI. 01-01-11 Kansas Department of Revenue Tax Clearance Certificate

14. The funding source for this Project is STATE.

On Projects involving City or County funds, the Secretary acts as the Agent of the City or County and as the administrator of federal or state funds. Each governmental entity's responsibilities are described in a contract between the entities which is available upon request.

15. FEDERAL AID DOCUMENTS INCLUDED IN PROPOSAL. If the Project is supported in whole or in part by Federal funds, the latest revisions of the following provisions (I - VI) also apply to the Project. These documents are not included in the Project EBS file but are accessible on KDOT's website and incorporated by reference into the proposal like other provisions and the exploratory work documents.

I, 11-03-80 Affirmative Action For EEO

II. 11-15-96 Affirmative Action & EEO Policies

III. 09-06-94 U.S. DOT Fraud Hotline

IV. FHWA-1273 Federal-Aid Required Contract Provisions

V. 03-10-06 Use Of DBE As Aggregate Supplier/Regular Dealer

VI. 07-18-80 Use Of DBE

16. The Secretary reserves the right to reject any and all proposals and to waive any or all technicalities.

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516066141

#### 17. SIGNATURE SECTION:

### A. Electronic Internet Proposal

The person submitting the electronic internet Proposal, on the Contractor's behalf, shall be the person whose digital identification is used to submit this Proposal. That person shall complete paragraphs B and C. The person whose digital identification is used to electronically sign this Proposal binds the Contractor to this Proposal and binds the named individual to the certification in paragraph B.

#### B. Certification

I CERTIFY THAT I AM AUTHORIZED TO REPRESENT THE CONTRACTOR IN PREPARING AND PRESENTING THIS PROPOSAL. I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING (INCLUDING BUT NOT LIMITED TO THE INFORMATION CONTAINED IN THE SPECIAL PROVISIONS REFERENCED IN PARAGRAPH 13) IS TRUE AND CORRECT. EXECUTED ON 06/22/2016 (DATE IN MM/DD/YYYY FORMAT).

### C. Signature

Number of company or joint venture: 01432

Name of company or joint venture: CRIQUI CONSTRUCTION INC

Name of person signing: STEVE CRIQUI

Title of the person signing: PRESIDENT

Signature: Electronic Internet Proposal

RELEASED	FOR CONSTRUCTION:
Date:	JUL 2 6 2018
	•
	Construction and Materials
Grey	M. Shi

Rev. 06/15

DOT Form No. 202

# KANSAS DEPARTMENT OF TRANSPORTATION SPECIAL PROVISION LIST

PAGE: 1

DATE: 05/24/16

STATE PROJECT NO: U024-089 KA 4046-01

STATE CONTRACT NO 516066141

PREPARED DATE:

WAGE AREA:

4

**REVISED DATE:** 

PRIMARY DISTRICT: 1

PRIMARY COUNTY:

SHAWNEE

DESCRIPTION:

STORM SEWER. SILVER LAKE: US-24 AND RAILROAD ST IN SN CO. LENGTH IS

0.02 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 04-30-82-R07 08-04-92-R03 11-15-96-R05	REQUIRED CONTRACT PROVISION-NONCOLLUSION / HISTORY-DEBARMENT REQUIRED CONTRACT PROVISION-FINANCIAL PREQUALIFICATION REQUIRED CONTRACT PROVISION-CONTRACTUAL SERVICES-LEGISLATOR REQUIRED CONTRACT PROVISION-EEO REQUIREMENT
01-01-11-R01 KS160004	REQUIRED CONTRACT PROVISION-TAX CLEARANCE CERTIFICATE MINIMUM WAGE RATE (AREA 4)
15-ER-1-R05 15-01002 15-01003 15-01004 15-01011-R02	ERRATA SHEET FOR STD SPEC BOOK FOR RD & BR CONST, 2015 ED INFORMATION TO CONTRACTORS (STATUS OF UTILITIES) REQUIRED CONTRACT PROVISIONS KS FUNDED CONST CONTRACTS SALES TAX EXEMPTION MIGRATORY BIRDS, BORROW-WASTE SITES AND STAGING AREAS
15-01016 15-02001 15-09002-R01 15-11004	PROSECUTION AND PROGRESS REMOVAL OF EXISTING STRUCTURES STORMWATER POLLUTION MANAGEMENT AGGREGATE FOR ON GRADE
15-11004 15-14001 15-21001 15-22005	AIR-ENTRAINING ADMIXTURES FOR CONCRETE SEEDS IMAGE SYSTEMS
15-25001 15-25002 15-26001-R02	PART V CONSTRUCTION MANUAL - PART V MATERIALS CERTIFICATIONS

END OF SPECIAL PROVISION LIST

CERTIFICATION - NONCOLLUSION AND HISTORY OF DEBARMENT K.A.R. 36-30-4, 49 C.F.R. 29.335, 23 U.S.C. 112(c), 49 U.S.C. 322

Complete the exceptions below if applicable. The Contractor's signature on page 5 of the Contractor's Proposal supplies the necessary signature for this Certification.

#### NONCOLLUSION

I certify that the Contractor submitting this bid has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid.

#### HISTORY OF DEBARMENT

I certify that, except as noted below, the Contractor submitting this bid and any person associated with this Contractor in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or any position involving the administration of federal funds:

- Are not currently suspended, debarred, voluntarily excluded or disqualified from bidding by any federal or state agency;
- Have not been suspended, debarred, voluntarily excluded or disqualified from bidding by any federal or state agency within the past three years;
- 3. Do not have a proposed debarment pending;
- 4. Within the past three years, have not been convicted or had a civil judgment rendered against them by a court of competent jurisdiction in any matter involving fraud, anti-trust violations, theft, official misconduct, or other offenses indicating a lack of business integrity or business honesty; and
- 5. Are not currently indicted or otherwise criminally or civilly charged by a federal, state, or local government with fraud, anti-trust violations, theft, official misconduct, or other offenses indicating a lack of business integrity or business honesty; and
- 6. Have not had one or more federal, state, or local government contracts terminated for cause or default within the past three years.

No circum any, a	"Answer astances.	'Yes' Answer	if 'No	there 'if t	e are chere	excep are no	otions except	to ions.	the The	above excep	descri	bed if

Rev. 07/05

# CERTIFICATION - FINANCIAL PREQUALIFICATION AMOUNT

Select the appropriate response below to indicate whether this Proposal exceeds the Contractor's financial prequalification amount. The Contractor's signature on page 5 of the Contractor's Proposal supplies the necessary signature for this Certification.

I understand that I may be required to identify the outstanding contract and subcontract work of my firm, association or corporation on DOT From 284 prior to an award of contract. Unless I obtain prior approval, I understand that the Secretary may reject this Proposal if the dollar value of work on this Contract combined with unearned amounts on our unfinished contract and subcontract work exceeds our prequalification amount.

I certify that the amount of this Proposal plus the total unearned amount of other contracts with the Kansas Department of Transportation plus the unearned amount of all other contracts in this state or other states does not exceed the financial prequalification amount of our firm, association or corporation. I also certify that our firm, association, or corporation has the financial ability to perform the work.

If this Proposal exceeds the financial prequalification amount, I certify that I obtained approval to submit this bid from the KDOT representative I have listed below. (Prior approval to exceed the prequalification limit lay be made by telephone or personal contact).

KDOT	Approval	Granted By	<i>y</i> :	
		Date:	:	

Rev. 01/11

CERTIFICATION - CONTRACTUAL SERVICES WITH A CURRENT LEGISLATOR OR A CURRENT LEGISLATOR'S FIRM

Select the appropriate response below to indicate whether this contract is with a legislator or a firm in which a legislator is a member. The Contractor's signature on page 5 of the Contractor's Proposal supplies the necessary signature for this Certification.

Kansas Law, K.S.A. 46-239(c), requires this agency to report all contracts entered into with any legislator or any member of a firm of which a legislator is a member, under which the legislator or member of the firm is to perform services for this agency for compensation. The Contractor certifies that:

This Contract is not with a legislator or a firm in which a legislator is a member. If this contract is with a legislator, that legislator is:

	Name:			
	Address:			
		(City)	(State)	(Zip Code)
Business	Telephone:			

# REQUIRED CONTRACT PROVISION TAX CLEARANCE CERTIFICATE

Yes Answer 'Yes' if the Contractor has a current Tax Clearance Certificate.

Answer 'No' if the Contractor does not have a current Tax Clearance Certificate. Insert the Tax Clearance Confirmation Number if available at the time of bidding:C7R6-BETD-6AFK

Contractors shall have a current Tax Clearance Certificate from the Kansas Department of Revenue [KDOR] at the time of contract award. The Tax Clearance process is a tax account review by KDOR to determine that the Contractor's account is compliant with Kansas tax laws administered by the Director of Taxation. The Secretary will reject the Contractor's Proposal as non-responsive if the Contractor does not have a current Tax Clearance Certificate at the time of contract award.

To obtain a Tax Clearance Certificate, the Contractor shall complete and submit to KDOR an Application for Tax Clearance obtained from KDOR's website at http://www.ksrevenue.org/taxclearance.htm. The Application Form can be completed and submitted on-line, by mail, or by fax. After the Contractor submits the Application, KDOR will provide the Contractor a Transaction ID number. The Contractor shall use the Transaction ID number to retrieve the Tax Clearance Certificate. Decisions on on-line applications are generally available the following business day.

After the Contractor obtains the Tax Clearance Certificate, the Contractor hall insert on this Required Contract Provision the Confirmation Number contained in the Certificate or the Contractor shall submit a copy of the Tax Clearance Certificate to the KDOT Bureau of Construction and Materials by hand delivery, mail, e-mail or fax. Before awarding a contract, the Bureau of Construction and Materials will authenticate the Certificate through the Confirmation Number inserted on this Required Contract Provision or contained on the Certificate submitted.

If the Contractor is unable to retrieve the Tax Clearance Certificate or if KDOR denies the Contractor's Application for Tax Clearance, the Contractor shall call KDOR's Special Projects Team at 785-296-3199 to determine why KDOR failed to issue the Certificate.

Tax Clearance Certificates are valid for 90 days after issue. To renew a clearance, submit a new Tax Clearance Application. Information pertaining to a Tax Clearance is subject to change for various reasons, including a state tax audit, federal tax audit, agent actions, hearings, and other legal actions. The Tax Clearance Certificate is not "clearance" for all types of taxes the state of Kansas may assess.

Subcontractors also shall have a current Tax Clearance Certificate from KDOR before the Secretary approves them for subcontract work. The Contractor shall submit to the KDOT Field Office the Subcontractor's Tax Clearance Certificate with KDOT Form 259, Request for Approval of Subcontractor.

Rev. 07/13

# KANSAS DEPARTMENT OF TRANSPORTATION PAGE: 10 UNIT PRICES LIST

STATE CONTRACT NO: 516066141

STATE PROJECT NO: U024-089 KA 4046-01

PREPARED DATE: 05-27-16

REVISED DATE:

SECTION 01 COMMON ITEMS

LINE/    ITEM   NUMBER ITEM DESCRIPTION		-IN NUMBE	D   AMOUNT BID   RS-  -IN NUMBERS-    CTS  DOLLARS  CTS
1  MOBILIZATION      025323	LSUM     1.	         29000	
2  CONTRACTOR CONSTRUCTION    STAKING  020100	LSUM     1.	         2800	
3  REMOVAL OF EXISTING    STRUCTURES  025200	LSUM     1.	 	
4   FOUNDATION STABILIZATION     (SET PRICE)  012340	CUYD     1.	00  40	
5  FLAGGER (SET PRICE)    070580	HOUR     1.	         00   40	

SECTION	0.2	$B \cap A \cap$	ITEMS
PECTION	U Z	LOND	エエにはつ

6  ROCK EXCAVATION      012420	CUYD	30.00	       145.000	\$4,350.00
7   COMMON EXCAVATION (URB)	CUYD   	20.00	     145.000	       \$2,900.00
8  INLET (AREA) (SPECIAL)	EACH	2.00		
012853			4000.000	\$8,000.00
9  JUNCTION BOX	EACH	1.00		
012885			3200.000	\$3,200.00

01432 - CRIQUI CONSTRUCTION INC

Check: 4C6FCE58

# KANSAS DEPARTMENT OF TRANSPORTATION PAGE: 11 UNIT PRICES LIST

STATE CONTRACT NO: 516066141

STATE PROJECT NO: U024-089 KA 4046-01

PREPARED DATE: 05-27-16

REVISED DATE:

SECTION 02 ROAD ITEMS

LINE/    ITEM   NUMBER ITEM DESCRIPTION	UNITS/   UNIT BID   AMOUNT BID    ESTIMATED  -IN NUMBERS-  -IN NUMBERS-     QUANTITY   DOLLARS  CTS  DOLLARS  CTS
10  STORM SEWER (12") (RCP)      055951	LNFT
11  FLOWABLE FILL (HIGH    STRENGTH)  071056	CUYD
12  CONCRETE HEADWALL      012896	EACH
13  CONCRETE DITCH LINING      012750	SQYD

SECTION 03 TEMP PRJ WTR POL CTL

14  TEMPORARY BERM (SET    PRICE)  072400	   LNFT   	1.00	1.000	       \$1.00
15	LNFT   	100.00	     6.500	     \$650.00
16	LNFT   	20.00	       20.000	     \$400.00
17  SEDIMENT REMOVAL (SET    PRICE)  071291	CUYD   	1.00	     35.000	       \$35.00
18  WATER (EROSION CONTROL)    (SET PRICE)  010123	MGAL   	1.00	       35.000	     \$35.00

01432 - CRIQUI CONSTRUCTION INC

Check: 4C6FCE58

# KANSAS DEPARTMENT OF TRANSPORTATION PAGE: 12 UNIT PRICES LIST

STATE CONTRACT NO: 516066141

STATE PROJECT NO: U024-089 KA 4046-01

PREPARED DATE: 05-27-16

REVISED DATE:

SECTION 04 CONCRETE SURFACING	ITEMS		
LINE/    ITEM   NUMBER ITEM DESCRIPTION	UNITS/  ESTIMATED   QUANTITY	UNIT BID  -IN NUMBERS-   DOLLARS  CTS	AMOUNT BID    -IN NUMBERS-     DOLLARS  CTS
19		00  81.000	
SECTION 05 PAVEMENT MARKING I	TEMS		
20			
21   PAVEMENT MARKING (EPOXY)     (YELLOW) ( 4")  013031	1		
SECTION 06 SEEDING ITEMS			
22  SEEDING      030148	LSUM     1.	   00  2500.000	
SECTION 07 TRAFFIC CONTROL IT	'EMS		
23  WORK ZONE SIGNS ( 0 TO    9.25 SQ.FT.)  025331	1		
24  WORK ZONE SIGNS ( 9.26 T    16.25 SQ.FT.)  025332	1		
25   WORK ZONE BARRICADES    (TYPE 3 - 4 TO 12 LIN.  025376 FT.)	EADA     90		
01432 - CRIQUI CONSTRUCTION INC	C 4C6FCE58		CONTRACTOR

# KANSAS DEPARTMENT OF TRANSPORTATION PAGE: 13 UNIT PRICES LIST

STATE CONTRACT NO: 516066141

STATE PROJECT NO: U024-089 KA 4046-01

PREPARED DATE: 05-27-16

REVISED DATE:

SECTION 07 TRAFFIC CONTROL ITEMS

LINE/    ITEM   NUMBER ITEM DESCRIPTION	•	UNIT BID    -IN NUMBERS-     DOLLARS  CTS	-IN NUMBERS-
26  CHANNELIZER (PORTABLE)      011492	EADA     810.00		   ! \$8.10
27   PAVEMENT MARKING REMOVAL      013019	LNFT     500.00		\$1,000.00
28  PAVEMENT MARKING (TEMP)    4" SOLID (TYPE I)  070916	STAL		       \$2,464.00
29  TRAFFIC CONTROL (INITIAL    SETUP)  072116	LSUM     1.00		\$1,000.00

GRAND TOTAL : \$97,482.75

CONTRACTOR

# REQUIRED CONTRACT PROVISION PRICE ADJUSTMENT FOR FUEL

Yes Answer 'Yes' if you accept this provision. Answer 'Reject' if you reject this provision and the provision will not be part of the contract.

The Contractor may accept or reject the application of Special Provision 07-01008 (latest revision) "Price Adjustment for Fuel". This Required Contract Provision 10-10-00 identifies the items of work on this Project that KDOT has determined are eligible for a fuel price adjustment.

If the Contractor accepts 07-01008 (latest revision), the Contractor shall select 'Yes' in the box(es) below next to those eligible items for which the Contractor desires a fuel price adjustment and select 'No' in the box(es) below next to those eligible items for which the Contractor does not desire a fuel price adjustment.

	L	++
Item of	Indicate 'Yes' or   'No' for each   eligible Item	Description of Eligible Item of Work
		Common Excavation
X	Yes	HMA - Construction
X	Yes 	HMA - Commercial Grade ++

The Contractor assumes the risk of any mistakes the Contractor makes in completing the table.



Project No. K004-089 KA 3706-01 Contract No. 515046161

06-01-06-R01 Sheet 1 of 1

# REQUIRED CONTRACT PROVISION PRICE ADJUSTMENT FOR ASPHALT MATERIAL

Yes Answer 'Yes' if you accept this provision. Answer 'Reject' if you reject this provision and the provision will not be part of the contract.

The Contractor may accept or reject the application of Special Provision 07-01009 (latest revision) "Price Adjustment for Asphalt Material."

Project No. K004-089 KA 3706-01 Contract No. 515046161

08-31-09-R01 Sheet 1 of 1

# REQUIRED CONTRACT PROVISION PRICE ADJUSTMENT FOR EMULSIFIED ASPHALT

Yes Answer 'Yes' if you accept this provision. Answer 'Reject' if you reject this provision and the provision will not be part of the contract.

The Contractor may accept or reject the application of Special Provision 07-01016 (latest revision) "Price Adjustment for Emulsified Asphalt".



# **Fuel Adjustment**

- Price Adjustment for Fuel
  - •Month project is let get Monthly Fuel Index (MFI) from Bureau of Construction and Materials website to get Starting Fuel Index (SFI)
  - OLook at contract for what items adjustment applies to
  - Apply appropriate Fuel Use Factor (FUF)
  - Only pay when the difference is more than \$0.05
  - ODOT 216 does all calculations (make sure use the current version)



## FUEL PRICE ADJUSTMENT WORKSHEET

			Project No:		
Letting Month:			Contract No:		
Starting Fuel Index (SFI):		English or Metric:	FUF: 0.75		
Item of Work:	Concrete Paven	nent 10 1/2	inches		

Month & Year	MFI for	Fuel Use Factor	Units of Work	Accum.	Monthly Adj. Factor (MAF)	Increase or Decrease	Accum. Sub-total
of Work	Month of Work	(FUF)	(U)	Sub-total	(MAF)	(+ or -)	(+ or -)
J. 713	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,						
		0.75					
				MARINE MA			
						*************************************	at National Committee Comm
-							
**********************				According to the second	***************************************		
		/					
	}						
						And the second s	
	<del> </del>	-					



# Fuel Adjustment Recap

	Project No	
	Contract No	
Item of Work		Current Total Price Adjustment For Item
Concrete Pavement 10 1/2 inches		
	Item of Work	Contract No

Total Current Adjustment for Project:

# FUEL PRICE ADJUSTMENT WORKSHEET

				,			
				Project No:			
Letting Month:				Contract No:			
Starting Fuel In	dex (SFI):		Engl	ish or <b>M</b> etric:		FUF:	0.75
Item of Work:	Concrete Paven	nent 10 1/2					
Month & Year	MFI for	Fuel Use Factor	Units of Work	Accum.	Monthly Adj. Factor	Increase or Decrease	Accum. Sub-total
of Work	Month of Work	(FUF)	(U)	Sub-total	(MAF)	(+ or -)	(+ or -)
		0.75					
					,		
							-
			<u> </u>				

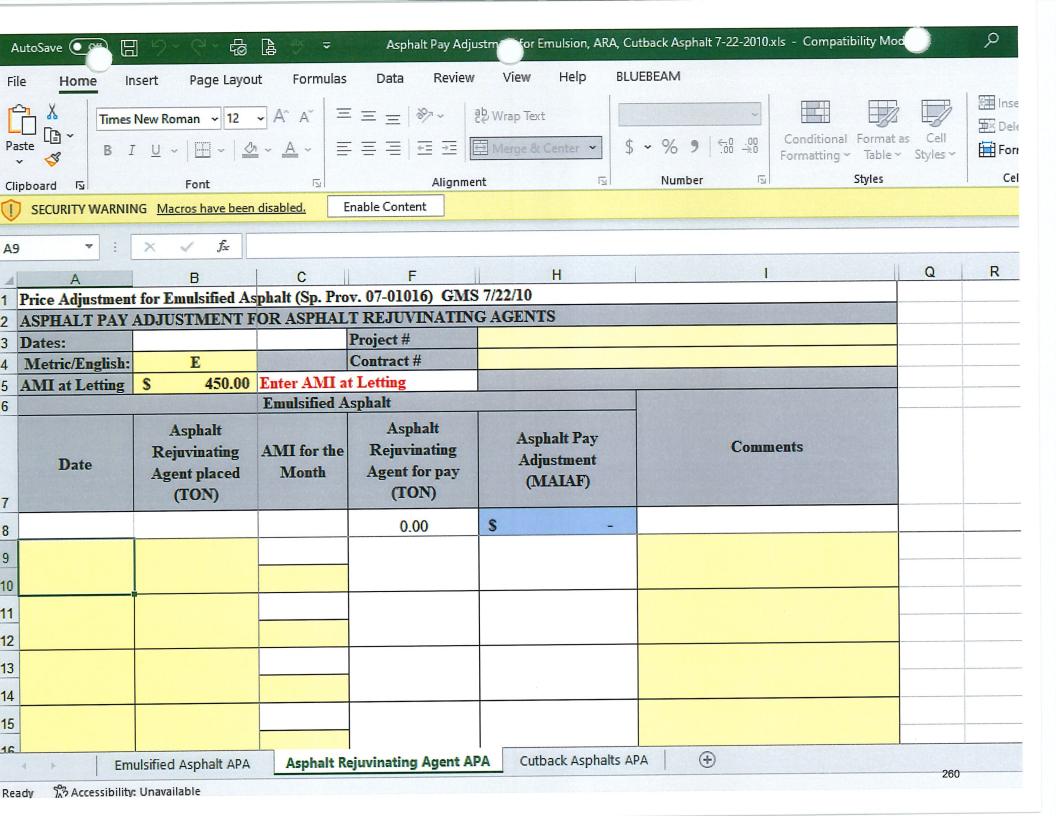
# **Asphalt Material Adjustment**

- Price Adjustment for Asphalt Material
  - •First item to do is check the contract to verify that adjustment applies then create a change order adding the item to the contract
  - •Month project is let get Asphalt Material Index (AMI) from Bureau of Construction and Materials website to get Starting Asphalt Index (SAI)
  - Only pay when difference is more than \$10
  - •QC/QA Spreadsheet does calculations (602)

# **Emulsified Asphalt Adjustment**

- Price Adjustment for Emulsified Asphalt
  - •First item to do is check the contract to verify that adjustment applies then create a change order adding the item to the contract
  - •Month project is let get Asphalt Material Index (AMI) from Bureau of Construction and Materials website to get Starting Asphalt Index (SAI)
  - Only pay when difference is more than \$10
  - Spreadsheet does calculations





Price Adjustment	t for Emulsified As	sphalt (Sp. Pro	ov. 07-01016) GMS	3/11/11			
ASPHALT PAY	ADJUSTMENT F		FIED ASPHALT				
Dates:	5/31/2011	6/14/2011	Project #	058 KA 1929-01			
Metric/English:	E		Contract #	51	0116091		
AMI at Letting	\$ 434.00	Enter AMI a					
		Emulsified	Asphalt				
Date	Emulsion placed (TON)	AMI for the Month	Emulsion for pay (TON)	Asphalt Pay Adjustment (MAIAF)	Comments		
			49.94	\$ 6,219.45			
5/31/2011	53.58	\$ 554.00	34.83	\$ 4,179.60	SS-1HP (Hwy 9)		
6/14/2011	23.24	\$ 569.00	15.11	\$ 2,039.85	SS-1HP (Hwy 9)		
					SS-1HP (Hwy 9)		
					SS-1HP (Hwy 9)		
					SS-1HP (Hwy 9)		
					SS-1HP (Hwy 9)		
					SS-1HP (Hwy 9 & 99)		
					SS-1HP (Hwy 9 & 99)		

# **Price Adjustments**

- Three main types
  - Price Adjustment for Fuel
    - Special Provision 15-01008 (latest revision)
    - Example
  - Price Adjustment for Asphalt Material
    - Special Provision 15-01009 (latest revision)
    - Example
  - Price Adjustment for Emulsified Asphalt
    - Special Provision 15-01010 (latest revision)
    - Example



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

#### **FUEL ADJUSTMENT**

#### 1.0 DESCRIPTION

This is the method of price adjustment for fuel (regardless of the type of fuel) used on various items of work involved in the construction of the Project.

This specification applies when 10-10-00-Required Contract Provision Price Adjustment for Fuel, latest revision, is a part of the contract, and the Contractor accepts that provision.

#### 2.0 METHOD OF PRICE ADJUSTMENT FOR FUEL

a. Items of Work Included. The items of work subject to price adjustment for fuel are those selected by the Contractor on 10-10-00, latest revision. The Fuel Use Factors for those items are shown in TABLE 1.

#### b. Price Adjustment.

- The Engineer will make fuel adjustment payments (or deductions) for the applicable work completed, except no payments are made for work that is completed after the expiration of the working days or calendar completion date. Deductions for fuel adjustment are made regardless of whether or not the working days or calendar completion date has expired.
- The Contractor will begin work on the Project as soon as possible (check with the District Engineer before the letting to obtain the anticipated starting date) and pursue the work in an expeditious manner. Do not move off the Project without the written permission of the Engineer. If the Contractor moves off the Project without the written permission of the Engineer, the Engineer will discontinue the payments for fuel price adjustment for the remainder of the contract. Deductions for fuel adjustment are made regardless of whether or not the payments for fuel price adjustments are discontinued.
- The Engineer will establish a Monthly Fuel Index (MFI) on the first day (excluding Saturdays, Sundays, and holidays) of each month. The Engineer will base the MFI on the Rack Average given for NO2-ULS Fuel, St. Louis, reported by AXXIS Petroleum, Inc., Axxis Price Service. The MFI for the month the contract is let becomes the Starting Fuel Index (SFI) for the duration of the contract. Information regarding the computation of the MFI is available from the Bureau of Construction and Maintenance, Topeka, Kansas.
- The difference (plus or minus) between the SFI and MFI (to the nearest \$0.05 per gallon) is the Monthly Fuel Index Adjustment Factor (MFIAF). The MFIAF established on the first day (excluding Saturdays, Sundays, and holidays) of each month is applied to applicable work completed during that month.
- The Fuel Use Factor (FUF) for the various items of work is in TABLE 1.

FACTOR ITEMS OF WO	RK			
FUEL USE FAC	CTOR PER UNIT			
(U.S. Customary units and metric)				
0.25 gals. per cubic yard	0.33 gal. per cubic meter			
	0.33 gal. per cubic meter			
0.33 gals, per cubic yard	0.43 gal. per cubic meter			
0.33 gals. per cubic yard	0.43 gal. per cubic meter			
0.29 gals. per cubic yard	0.38 gal. per cubic meter			
0.30 gals. per cubic yard	0.39 gal. per cubic meter			
0.30 gals. per cubic yard	0.39 gal. per cubic meter			
	0.36 gal. per square meter			
	0.39 gal. per square meter			
0.36 gals. per square yard	0.43 gal. per square meter			
0.39 gals. per square yard	0.46 gal. per square meter			
0.42 gals. per square yard	0.50 gal. per square meter			
0.45 gals. per square yard	0.53 gal. per square meter			
0.48 gals. per square yard	0.57 gal. per square meter			
0.30 gals. per square yard	0.36 gal. per square meter			
0.33 gals. per square yard	0.39 gal. per square meter			
0.36 gals. per square yard	0.43 gal. per square meter			
	0.46 gal. per square meter			
	0.50 gal. per square meter			
	0.53 gal. per square meter			
	0.57 gal. per square meter			
	0.58 gal. per square meter			
	0.61 gal. per square meter			
	0.65 gal. per square meter			
	0.69 gal. per square meter			
	0.72 gal. per square meter			
	0.76 gal. per square meter			
	0.79 gal. per square meter			
	0.82 gal. per square meter			
	0.86 gal. per square meter			
	0.89 gal. per square meter			
	0.93 gal. per square meter			
	0.96 gal. per square meter			
	0.99 gal. per square meter			
	1.02 gal per square meter			
<u> </u>	1.06 gal. per square meter			
	1.10 gal. per square meter			
9 1 1	1.14 gal. per square meter			
	1.17 gal. per square meter			
	334.65 gals. per kilometer			
2.40 gals. per ton	2.65 gals. per megagram			
	2.65 gals. per megagram			
2.40 gals, per ton	2.65 gals. per megagram			
	FUEL USE FAC (U.S. Customary) 0.25 gals. per cubic yard 0.25 gals. per cubic yard 0.33 gals. per cubic yard 0.39 gals. per cubic yard 0.29 gals. per cubic yard 0.30 gals. per square yard 0.36 gals. per square yard 0.39 gals. per square yard 0.39 gals. per square yard 0.42 gals. per square yard 0.45 gals. per square yard 0.48 gals. per square yard 0.30 gals. per square yard 0.48 gals. per square yard 0.39 gals. per square yard 0.48 gals. per square yard 0.39 gals. per square yard 0.48 gals. per square yard 0.49 gals. per square yard 0.45 gals. per square yard 0.45 gals. per square yard 0.46 gals. per square yard 0.47 gals. per square yard 0.48 gals. per square yard 0.48 gals. per square yard 0.51 gals. per square yard 0.51 gals. per square yard 0.52 gals. per square yard 0.53 gals. per square yard 0.55 gals. per square yard 0.60 gals. per square yard 0.60 gals. per square yard 0.60 gals. per square yard 0.61 gals. per square yard 0.62 gals. per square yard 0.63 gals. per square yard 0.64 gals. per square yard 0.65 gals. per square yard 0.75 gals. per square yard 0.81 gals. per square yard 0.82 gals. per square yard 0.83 gals. per square yard 0.84 gals. per square yard 0.85 gals. per square yard 0.86 gals. per square yard 0.89 gals. per square yard 0.90 gals. per square yard 0.91 gals. per square yard 0.92 gals. per square yard 0.93 gals. per square yard			

<sup>\*</sup>For Bonded Concrete Pavement. When both items are in contract, only pay on Concrete Placement bid item.

<sup>\*\*</sup> Calculate theoretical tons (mg) of asphalt.

<sup>\*\*\*</sup> NOTE: If Asphalt Treated Base or Asphalt Treated Base-Commercial Grade (Class A) are bid as alternates on the project, the price adjustment does not apply to those bid items.

• The fuel adjustment payment (or deduction) is computed each pay period in this way:

Fuel Adjustment (in dollars) = FUF x MFIAF x Units of Work on the Pay Estimate

• The Engineer will make adjustment payments (or deductions) for the applicable work completed, using the bid item "Fuel Adjustment".

07-01-15 Jul-15 Letting

# Fuel Adjustment Recap

Project No. <u>058 KA 1928 - 01</u>

	Cont	tract No	510116091
Worksheet Number	Item of Work		urrent Total Price ljustment For Item
1	Hot Mix Asphalt - Construction		\$85,837.67
2	Hot Mix Asphalt - (Commercial Grade)		\$0.00
3			\$0.00
4			\$0.00
5			\$0.00
6			\$0.00
7			\$0.00
8			\$0.00
9			\$0.00
10			\$0.00
	Total Current Adjus	stment for Project:	\$85,837.67

\*For 2007 Specifications ONLY!\*

# PRICE ADJUSTMENT WORKSHEET

				Project No:		058 KA 1928 - 0	1
Letting Month:	November		-	Contract No:	510116091		
Starting Fuel In		2.30	Engli	sh or <b>M</b> etric:	Е	FUF: 2	2.40
Item of Work:	Hot Mix Asphalt	- Construct	ion				
Month & Year	MFI for	Fuel Use Factor	Units of Work	Accum.	Monthly Adj. Factor	Increase or Decrease	Accum. Sub-total
of Work	Month of Work	(FUF)	(U)	Sub-total	(MAF)	(+ or -)	(+ or -)
May-11	3.40	2.40	14632.51	14633	1.10	\$38,629.83	\$38,629.83
May-11	3.40	2.40	9567.8	24200	1.10	\$25,258.99	\$63,888.82
Jun-11	3.23	2.40	9626.69	33827	0.95	\$21,948.85	\$85,837.67
						10000 miles	with the west of the second se
							Market Anna Market Anna Anna Anna Anna Anna Anna Anna Ann

# PRICE ADJUSTMENT WORKSHEET

		Project No:			058 KA 1928 - 01			
Letting Month:	November		-	Contract No:	510116091			
Starting Fuel Inc		2.30	Engli	sh or <b>M</b> etric:	Е	FUF: 2	2.40	
	Hot Mix Asphalt	- (Commerc	cial Grade)					
Month & Year	MFI	Fuel Use	Units of	Accum.	Monthly	Increase or	Accum.	
of Work	for Month of Work	Factor (FUF)	Work (U)	Sub-total	Adj. Factor (MAF)	Decrease (+ or -)	Sub-total (+ or -)	
May-11	3.40	2.40			1.10	\$0.00	\$0.00	
may 11								
			:					
			- Consider					
			Allender			Andrew An		
AND							100000	
			-					

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

#### ASPHALT PRICE ADJUSTMENT

#### 1.0 DESCRIPTION

This is the method of price adjustment for asphalt materials (regardless of the type) used on the project.

This specification applies when 06-01-06-Required Contract Provision Price Adjustment for Asphalt Material, latest revision, is a part of the contract, and the Contractor accepts that provision.

**NOTE**: If items of work listed in subsection 2.0a. are bid as alternates on the project, the price adjustment does not apply to those bid items for the conditions shown in **TABLE 1**.

TABLE 1: ALTERNATE BIDDING EXEMPT CONDITIONS
HMA bid vs. PCCP
HMA Base bid vs. Cement Treated Base
HMA Base bid vs. Roller Compacted Concrete

#### 2.0 METHOD OF PRICE ADJUSTMENT

#### a. Items of Work Included.

The items of work subject to price adjustment are:

HMA Base (\*)(\*\*)(\*\*\*)

HMA Surface (\*)(\*\*)(\*\*\*)

Ton

HMA Overlay

Ton

HMA Pavement (#) (##) Square Yard HMA Pavement (#) Shoulder Square Yard

Asphalt Cement (\*) Ton
HMA–Commercial Grade (Class +) Ton
HMA–Commercial Grade (Class +) (Patching) Ton
Cutback Asphalt Ton

\*Mix Designation

\*\*Grade of Asphalt Cement

\*\*\*Shoulder

# Thickness

##Type of surface course asphalt mixture

^Type and Grade

+A or B

b. Price Adjustment. The Engineer will establish an Asphalt Material Index (AMI) each month. The AMI for each month is the arithmetic average of the Asphalt Cement "Selling Prices" for the "Midwest/Mid-Continent Market" – "Missouri/Kansas/Oklahoma" – "Kansas City area" and "Tulsa, Oklahoma/Southern Kansas" as listed in the "ASPHALT WEEKLY MONITOR®" published by "Poten and Partners" (www.poten.com) for the first week of that month. The first week of the month is defined as the week in which the first day (excluding Saturdays, Sundays and holidays) of the month is included. Information regarding the computation of the AMI is available from the Bureau of Construction and Maintenance, Topeka, Kansas.

The AMI is established on PG 64-22, and will be applied for all grades of Asphalt Cement (AC). The AMI for the month the Contract is let becomes the Starting Asphalt Index (SAI) for the duration of the Contract.

The difference (plus or minus) between the SAI and AMI (to the nearest \$1.00 per ton) is the Monthly Asphalt Index Adjustment Factor (MAIAF). The MAIAF established for each month is applied to applicable work completed during that month. The MAIAF will only be applied when the increase or decrease differs \$10.00 or more from the SAI.

The asphalt binder quantities will be determined on a lot basis. The lots will be the same lots used for the

air voids payment adjustment.

(1) QC/QA asphalt. For projects in which QC/QA specifications are used and the plant is only supplying material to 1 KDOT project, or tied KDOT projects, supply KDOT with the daily asphalt binder tank stab values. Use this value minus any waste to determine the quantity of virgin binder used for the project.

If the Engineer chooses to use the ignition oven burn-off values to determine the virgin asphalt binder in the mix, then KDOT's Verification (QA) test(s) and the Contractor's Quality Control (QC) tests will be averaged.

The Percent of Virgin Asphalt Binder added to the Mix (P<sub>bv</sub>) is determined by subtracting the Percent of Asphalt Binder in the Reclaimed Asphalt Pavement (RAP) (P<sub>br</sub>) and Recycled Asphalt Shingles (RAS) (P<sub>br</sub>) from the Percent of Asphalt Binder in the Mix (P<sub>b</sub>) as calculated from the ignition oven test (KT-57).

The Contractor's  $P_{bv}$  values from the quality control tests are averaged for the lot. This value and the average of KDOT's  $P_{bv}$  value(s) obtained for the lot are averaged on an equal basis. Multiply this average  $P_{bv}$  value for the lot by the tons of HMA in the lot (Tm) to determine the amount of asphalt binder in the lot (Tb).

These values are totaled for the pay period ( $\Sigma$ Tb) and multiplied by the MAIAF for the month the material was placed to determine the Asphalt Binder Cost Adjustment for the pay period.

(2) Commercial Grade Asphalt. In the case of Commercial Grade Plant Mix, the  $P_{bv}$  will be determined by one of the following 3 methods as directed by the Engineer with input from the Contractor during the preconstruction meeting.

(a) The District Materials Lab will determine  $P_{bv}$  by obtaining the mix using KT-25 and performing KT-57 on the mix every 3,000 tons or weekly, whichever comes first. The results of the test will determine the virgin binder content of the mix for that period of time and be used to calculate the quantity of asphalt for the purpose of applying the asphalt price adjustment.

(b) The virgin binder content in the current mix design less 0.2% will be used to calculate the quantity of

asphalt in the HMA.

(c) If the plant is only supplying material to 1 KDOT project, or tied KDOT projects, supply KDOT with the daily asphalt binder tank stab values. Use this value minus any waste to determine the quantity of virgin binder used for the project.

(3) Marshall mixes. For Marshall mixes, the Asphalt Cement quantity in tons used will be multiplied by the MAIAF for the month the material was used to determine the Asphalt Binder Cost Adjustment for the pay

period.

(4) Cutback Asphalt. Payment will be made at 80% of the calculated quantity in tons used multiplied by the MAIAF for the month the material was used to determine the Asphalt Binder Cost Adjustment for the pay period.

The Engineer will make adjustment payments (or deductions) for the applicable work completed, using the bid item "Asphalt Price Adjustment". If the working days or calendar completion date expire, payments (or deductions) will continue to be applied, but the maximum MAIAF for the rest of the project is the MAIAF for the month the working days or calendar completion date expired.

07-01-15 Jul-15 Letting Distribution:

Bureau of Const. & Maint. District Engineer Contractor Field Const. Adm.

Sheet	1_	of	_2_
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# PRICE ADJUSTMENT RECAP SHEET FOR HMA AGGREGATES

				Specification	on:				
Lot No.	Pay Factor	Contract Unit Price	Adjusted Unit Price	Unit Price Differential	Lot Tons	Project Accum. Tons	Decrease (In Dollars)	Proj. Accum Decrease (In Dollars)	
Comments:									
у					-				
	Lot No.	In the second se	In the second se	Lot No. Pay Factor Contract Unit Price Unit Price	Specification  em of Work Specification  Lot No. Pay Factor Contract Unit Price Unit Price Unit Price Unit Price Unit Price Unit Price Differential	In the state of th	fix Grade: Specification: HMA Mix Design	Specification:  HMA Mix Design  Lot No. Pay Factor Contract Unit Price Unit P	

Field Construction Administrator

Sheet <u>1</u> of <u>2</u>

Distribution:

Bureau of Const. & Maint. District Engineer ontractor ield Const. Adm.

# PRICE ADJUSTMENT RECAP SHEET FOR HMA AGGREGATES

Project No:	C0000-066 C -3920-01	
Mix Grade:	Hot Mix Comercial Grade Class (A)	Specification: 90M-0125-R8
Item of Wor	k <u>Surfacing</u>	HMA Mix Design SR 12.5A

Lot No.	Pay Factor	Contract Unit Price	Adjusted Unit Price	Unit Price Differential	Lot Tons	Project Accum, Tons	Decrease (In Dollars)	Proj. Accum. Decrease (In Dollars)
1	1.0		i		500.00			^
2	1.0				48.00		-	
				·				
,						·		
1								
			<u> </u>					
	_							
					<u> </u>			
				·			-	
		·						
-								
	Lot No.	1 1.0 2 1.0	1 1.0 Unit Price  1 1.0	Unit Price Unit Price  1 1.0  2 1.0	Unit Price Unit Price Differential  1	1 1.0   500.00   48.00     1.0	1 1.0   500.00   2 1.0   48.00	1 1.0   S00.00   2 1.0   48.00

Remarks or Comments:	
Romans of Commond	Checked By P. Have-kamp
Computed By	Checked By
Approved By Charl Wing	Date Approved
Field Construction Administrator	

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

#### EMULSIFIED ASPHALT PRICE ADJUSTMENT

#### 1.0 DESCRIPTION

This is the method of price adjustment for emulsified materials (regardless of the type) used on the project.

This specification applies when 08-31-09-Required Contract Provision Price Adjustment for Emulsified Asphalt, latest revision, is a part of the contract, and the Contractor accepts that provision.

#### 2.0 METHOD OF PRICE ADJUSTMENT

a. Bid Items Included.

The bid items subject to price adjustment are: Emulsified Asphalt Asphalt Rejuvenating Agent

b. Price Adjustment. The Engineer will establish an Asphalt Material Index (AMI) each month. The AMI for each month is the arithmetic average of the Asphalt Cement "Selling Prices" for the "Midwest/Mid-Continent Market" – "Missouri/Kansas/Oklahoma" – "Kansas City area" and "Tulsa, Oklahoma/Southern Kansas" as listed in the "ASPHALT WEEKLY MONITOR®" published by "Poten and Partners" (www.poten.com) for the first week of that month. The first week of the month is defined as the week in which the first day (excluding Saturdays, Sundays and holidays) of the month is included. Information regarding the computation of the AMI is available from the Bureau of Construction and Maintenance, Topeka, Kansas.

The AMI is established on PG 64-22, and will be applied for all bid items listed in subsection 2.0a. The AMI for the month the Contract is let becomes the Starting Asphalt Index (SAI) for the duration of the Contract.

The difference (plus or minus) between the SAI and AMI (to the nearest \$1.00 per ton) is the Monthly Asphalt Index Adjustment Factor (MAIAF). The MAIAF established for each month is applied to applicable work completed during that month. The MAIAF will only be applied when the increase or decrease differs \$10.00 or more from the SAI.

The emulsified asphalt quantities will be determined by taking 0.65 times the amount of emulsion delivered by the supplier (undiluted) and place on the project. These values are totaled for the pay period and multiplied by the MAIAF for the month the material was placed to determine the Emulsified Asphalt Cost Adjustment for the pay period.

The Engineer will make adjustment payments (or deductions) for the applicable work completed, using the bid item "Emulsified Asphalt Price Adjustment". If the working days or calendar completion date expire, payments (or deductions) will continue to be applied, but the maximum MAIAF for the rest of the project is the MAIAF for the month the working days or calendar completion date expired.

07-01-15 Jul-15 Letting

ASPHALT PAY	ADJUSTMENT F	OR EMULSI	FIED ASPHALT	
Dates:			Project #	
Metric/English:	E		Contract #	
AMI at Letting		Enter AMI a	t Letting	
		Emulsified		
Date	Emulsion placed (TON)			Asphalt Pay Adjustment (MAIAF)
			0.00	\$ -
			_	

ACDITALT DAY	t for Emulsified As ADJUSTMENT F	OD VEDRIVE	PETIVINATING	CACENTS
	ADJUSTNIENT FO		Project #	AUDITO
Dates: Metric/English:	E		Contract #	
AMI at Letting		Enter AMI at	THE RESIDENCE OF THE PARTY OF T	
Aivin at Letting	450.00	Emulsified A		
Date	Asphalt Rejuvinating Agent placed (TON)	AMI for the Month	Asphalt Rejuvinating Agent for pay (TON)	Asphalt Pay Adjustment (MAIAF)
	,		0.00	\$
				160

ASPHALT PAY	ADJUSTMENT FO	R CUTBACK A	7-01009-R05) GMS ' ASPHALTS
Dates:			Project #
Metric/English:	E		Contract #
AMI at Letting		Enter AMI at	Letting
		Emulsified A	
Date	Cutback Asphalt Placed (TON)	AMI for the Month	Cutback Asphalt for pay (TON)
		-	0.00
			,

# **Wage Rate Interviews**

- <u>SOM</u> states as often as deemed necessary for contract compliance but not less than one every three months for the duration of the project and a minimum of one per project (but currently we are under the direction of the Bureau of Construction & Materials that we do every active contractor and sub-contractor on a project each quarter.)
- Make sure that the correct forms are used
- DOT form 209 Wage Rate Interview



# **Kansas Department of Transportation Standard Operating Manual**

		SOM: 1.14.7			
SUBJECT: Contractor Payroll Transcripts and	VERSION: 7	PAGE: 1 of 5			
Labor Compliance	EFFECTIVE: 06/01/2009				
INFORMATION CONTACT: Bureau of Construction and Maintenance					
APPROVED: , Secre	etary of Transportat	ion			

## **POLICY STATEMENT:**

A review of contractor-submitted payrolls and wage rate interviews of the contractor's employees shall be conducted to determine contractor compliance with applicable laws and regulations.

### **DEFINITIONS:**

<u>Field Engineer</u>. The Metro Engineer, Field Engineering Administrator, Area Engineer, Construction Engineer, Construction Manager, and/or Construction Coordinator are considered Field Engineers.

## **PROCEDURAL GUIDELINES:**

### **Contract Requirements**

Contracts let by the Kansas Department of Transportation (KDOT) for construction, reconstruction, improvement, and maintenance of highways shall contain provisions governing the employment and payment of persons employed by contractors, subcontractors, and others who perform work on such projects.

For all federal-aid project, such provisions are contained in the contract as FHWA Form 1273, "Required Contract Provisions Federal-Aid Construction Contracts," and Revisions to FHWA-1273, "Payroll Information," (see "Special Provision to the Standard Specifications Edition of 2007," number 07-Required (latest revision)). For all Kansas funded, nonfederal-aid projects, use the "Required Contract Provisions Kansas Funded Construction Contracts" (see "Special Provision to the Standard Specifications Edition of 2007," number 07-01003 (latest revision)).

### **Contractor Payroll Submissions**

During the pre-construction conference, a KDOT representative shall discuss with the contractor and subcontractors the required submission of payrolls and Davis-Bacon requirements.

Each contractor and subcontractor is required to submit one payroll listing each week for each project. When a contractor has multiple contracts under the same project agreement, the contractor may submit only one payroll listing.

		SOM: 1.14.7
SUBJECT: Contractor Payroll Transcripts and	VERSION: 7	PAGE: 2 of 5
Labor Compliance	EFFECTIVE: 06	/01/2009

# **Content of Payroll Submissions**

Federal and State requirements are included in all construction contracts and specify that the following employee information be included on the certified payrolls:

- full name
- identification number\*
- classification of work
- daily hours worked
- total hours worked during the week
- hourly rate of pay
- gross amount earned
- payroll deductions and
- net pay

\*The identification number is an individual identifying number for each employee. Any identifying number may be used **except** an employee's SSN. The last four digits of an employee's SSN *may* be used.

The contractor shall submit consecutively-numbered certified-payroll listings. The last payroll listing shall be marked "Final." The contractor shall deliver each certified payroll to the Field Engineer in charge of the contract no later than seven calendar days after the regular payment date of the payroll period. The final submittal shall reflect all work through the completion date of the project and should match the date of completion shown on the final papers.

If a contractor is delinquent in filing weekly payrolls, the contractor shall be notified of the delinquency in writing and provided ten calendar days to make the firm's weekly statements current. The notice shall also state that if the payroll statements are not made current by that date, no further progress payments will be made on the contract until the payroll statements are made current.

## Field Engineer Review of Weekly Contractor and Subcontractor Payrolls

The Field Engineer shall review the first payroll listing submitted on a project and one randomly selected payroll listing per month thereafter.

The Field Engineer's review will consist of the following:

- check for contractor compliance with minimum wage and Davis-Bacon requirements including predetermined wage rates and record keeping requirements; and
- check for clerical accuracy in payroll, wage, and record keeping requirements.

After a payroll review is completed, the Field Engineer shall initial and date the payroll.

The Field Engineer shall establish and maintain a system to record the dates payrolls are received and checked into the Field Engineer's Office. A file system shall be established to maintain these payrolls for three years at the Field Office.

		SOM: 1.14.7
SUBJECT: Contractor Payroll Transcripts and Labor Compliance	VERSION: 7 EFFECTIVE: 06/0	PAGE: 3 of 5

## Clerical Errors in Payrolls

Clerical errors identified in payrolls will be reported to the contractor. The Contractor shall correct any errors by submitting supplemental payroll listings, prepared in the same manner as the original. The original payroll listing shall not be returned to the contractor under any circumstance.

# **Classification Errors in Payrolls**

When classification errors are discovered, the Field Engineer will promptly notify the contractor and direct the contractor to correct the classification errors within 10 calendar days. If corrective action is not taken within 10 calendar days, the Field Engineer will notify the District Engineer and the Chief of the Bureau of Construction and Maintenance of the classification error.

### Wage Rate Interviews

The Field Engineer will conduct wage rate interviews as often as deemed necessary for contractor compliance, but not less than once every three months during the life of the project with a minimum of one interview per project. Interviews should be conducted in private.

An attempt should be made to interview employees of each of the various crafts during the project duration.

All information derived from interviews is to remain strictly confidential if the interviewee so requests and shall be documented on <u>DOT Form 209</u> or <u>DOT Form 209S</u>, "Wage Rate Interview."

If the interviewee requests confidentiality, only KDOT personnel administering the project or involved with labor or contract compliance will be permitted access to the information. The Field Engineer will establish a file system to identify, segregate, and secure any recorded information received pursuant to a request for confidentiality.

The Field Engineer shall compare the information obtained from the wage rate interviews with the contractor's weekly payroll listing to determine and document if the contractor's employees are paid the proper hourly rate plus fringe benefits (when applicable) in the classification for which work is actually being done.

Any discrepancies between the wage rate interview and the weekly payroll will be brought to the attention of the contractor and resolved without delay.

### **Resolving Wage Complaints**

If an employee of any contractor or subcontractor brings a wage-rate complaint, the Field Engineer shall document all statements received, including employee name, date, and other relevant information. All complaints shall be investigated to determine validity. The investigation shall include review of the employee's actual job duties and payroll classification.

		SOM: 1.14.7	
SUBJECT: Contractor Payroll Transcripts and	VERSION: 7	PAGE: 4 of 5	
Labor Compliance	EFFECTIVE: 06/01/2009		

If the Field Engineer has reason to believe an employee's wage-rate complaint is valid, a meeting between the Field Engineer, District Construction Engineer, and the contractor will be scheduled to bring the wage-rate complaint to the contractor's attention.

If the wage-rate complaint is not resolved at the field or district level to all parties' satisfaction, the Field Engineer will refer the wage-rate complaint to the Bureau Chief.

The Bureau Chief will review any referred wage-rate complaint and Field Engineer's investigation. The Bureau Chief may conduct additional investigations. If the Bureau Chief determines the complaint is valid, the Bureau Chief will establish the amount of necessary restitution and/or liquidated damages that may be assessed in accordance with <a href="#FHWA Form 1273">FHWA Form 1273</a>, "Required Contract Provisions Federal-Aid Construction Contracts," (see "Special Provision to the Standard Specifications Edition of 2007," number 07-Required, (latest revision)) for all federal aid projects. For all Kansas funded, nonfederal-aid projects, use "Required Contract Provisions Kansas Funded Construction Contracts," (see "Special Provision to the Standard Specifications Edition of 2007," number 007-01003, (latest revision)).

Once the investigation is completed, a meeting with the FHWA, the contractor, District and Field Office personnel, the Bureau Chief and the Office of Civil Rights will be scheduled to disclose the findings and determine the necessary actions.

A copy of all complaints shall be sent to the Bureau Chief and the Office of Civil Rights along with a copy of all correspondence, including the outcome of the complaint investigation, the amount of any back pay, and the relevant contractor payrolls.

#### **Record Retention**

One copy of the contractor's weekly payroll listing and all wage interviews shall be filed in the Field Engineer's office during the active construction period and be retained there for three years after the completion date of the project.

#### **Inspector General's Role**

The Office of Inspector General shall compare selected payroll listings to supporting contractor records.

The Office of Inspector General shall periodically audit the KDOT Field Offices to determine compliance with the above guidelines. Findings shall be discussed with the appropriate KDOT manager in the exit conference.

### **AUTHORITATIVE REFERENCES:**

Note: The following references are for additional information only. Clarification of this policy may be obtained from the information contact listed.

- 29 CFR 3.1 3.6
- 29 CFR 3.9 3.11
- 29 CFR 5.1 5.5

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SUBJECT: Contractor Payroll Transcripts and	VERSION: 7	PAGE: 5 of 5	
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- 29 CFR 5.11 5.12
- 29 CFR 5.16
- 29 CFR 5.20 5.23
- "Special Provisions to the Standard Specifications Edition of 2007," number 90P/M-11, (latest revision), "Required Contract Provisions Kansas Funded Construction Projects" FHWA Labor Compliance Manual, Fourth Edition

KANSAS DEPARTMENT OF TRANSPORTATION FIELD WAGE RATE INTERVIEW FORM						
DATE:						
PROJECT NUMBER:		CONTRACT NUMBER:				
NAME OF EMPLOYEE:		CONTRACTOR:				
On this project is the Employee on "Travel" status? (ie Away from home and staying in temporary lodging)  OYes ONo						
If Yes, Please select the items below that either the contractor is paying for or reimbursing the cost.  Lodging O Yes O No Per Diem O Yes O No Travel Expenses O Yes O No						
JOB CLASSIFICATION:	[]	HOW PAID:				
WAGE RATE:		O CASH O CHECK (	○ EFT (Electronic	Fund Transfer)		
S.T O.T.		O BI WEEKLY O MONT		TY		
15 C.T. Tato T.S times B.T. Tato.		U WORK OVER 40 HOURS PER	WEEK?			
O YES O NO		O YES O NO	TX70			
IS ANY MONEY DEDUCTED FROM YOUR PAY EXCEP  O YES  O NO  If "yes," state what types:	TINCC	ME TAX AND SOCIAL SECURI	1 Y ?			
O 1 ES O NO II yes, state what types.						
EDINICE DE COLANG EMBLOYEE DADTICIDATECINA						
FRINGE PROGRAMS EMPLOYEE PARTICIPATES IN:						
DESCRIPTION OF DUTIES & TOOLS:						
Is employee part of a UNION NAME:		AI	APPRENTICES			
Union? O YES		— CRAFT	STEP	RATE		
O NO						
		CARD: O YES O NO	CARD#			
CONTRACT WAGE SCALE:						
PERSON BEING INTERVIEWED SIGNATURE:						
IS THE ABOVE INFORMATION IN AGREEMENT WITH	I	O YES O NO				
PAYROLL DATA AND CONTRACT REQUIREMENTS? REMARKS/COMMENTS:		0 125 0 116				
REWARD/COMMENTS.						
INTERVIEWED BY:	<u> </u>					
TITLE:	SIGN	ATURE:				

Rev. 08-23

D.O.T. Form 209

#### DOT Form No. 209

This form is to be used by the Field Construction personnel on all projects. Interviews shall be made as often as deemed necessary to assure compliance and as a minimum at least every three months during the life of the project with a minimum of one (1) interview per project. An attempt should be made to interview employees of the various crafts during the duration of the project. Small projects may necessitate the interviews being conducted at the start of the project.

To interview the same employee more than once would normally not be necessary.

Wage Rate Interview Forms shall be retained for three (3) years from completion date of the project in the district office.

Wage Rate Interviews shall be taken in privacy and information given shall be confidential.

# Wage Rate Interview

- Responsibility is to make sure form is completed correctly and meet the Davis/Bacon requirements
- Usually inspectors in the field are responsible for wage rate interviews



# Form 1010 only needed for 1<sup>st</sup> tier suppiers

### This for is now rarely used

- The <u>DOT Form 1010</u> is a way of verifying that the subcontractors and first tier suppliers have been paid
- Instructions
- 2015 Specification section <u>109.6</u>
- 1010 is also used for verification for basis of not requiring paid invoices for stored materials
- Need to track 1010 forms to make sure they are submitted back



Rev. 1/2011

#### Kansas Department of Transportation Certificate of Subcontractor Work Payment Certificate of 1st Tier Supplier Payment

7.		
KDOT	<b>FORM</b>	1010

(KDOT Project Number)	(KDOT Contract Number)	
l certify that(The Prime Contractor)	received payment from Secretary on	for Payment Voucher Number  (Date check received)
Standard Specifications and Special Provisions included in this	is contract.	ork completed on or before the payment voucher "Paid to Date" in compliance with t's final acceptance or final payment in compliance with Standard Specifications and
Date	Signature of Contractor or Representative	<del>_</del>
(Completed forms are to be submitted to the KDOT Constru	action Office administering this contract, within 15 ca	lendar days after receiving payment from the Secretary.

Subcontractors / 1st Tier Suppliers	Amount Paid this Payment Voucher	Amount Paid to Date	Amount Held to Date for Good Cause or Retainage	Anticipated Date Amount Held will be Paid - Good Cause or Retainage	Reason for withholding part or all of money due to Subcontractor or 1st Tier Supplier

Payments to Subcontractors and Suppliers is covered in Subsection 109.6 of the 2007 Standard Specifications and Special Provisions included in this contract.

Sanctions for Failure to Pay Promptly is covered in Subsection 109.7 of the 2007 Standard Specifications and Special Provisions included in this contract.

#### **INSTRUCTIONS FOR KDOT FORM 1010**

Each prime Contractor should make a master Form 1010 for each KDOT contract listing the name of each subcontractor and 1st tier suppliers.

After the receipt of funds for each KDOT estimate payment, the prime Contractor shall pay each subcontractor and 1st tier supplier who has work items on the estimate, within 10 days. The prime Contractor shall record payments made each estimate, running total of payments made to date, moneys withheld for good cause or retainage each estimate, running total of moneys withheld for good cause or retainage, anticipated date of payment of good cause or retainage money, and reason for holding money.

Specifications require that "No subcontract provision shall permit the Contractor to delay subcontractors' retainage payments until the project's final acceptance or final payment." Therefore the prime contractor is certifying that they have no subcontract provision that states otherwise.

The signed, dated Form 1010 must be received at the KDOT Construction Office within 15 days of the date the prime Contractor received payment from KDOT.

#### **CLARIFICATIONS FOR KDOT FORM 1010**

List only 1st Tier Subcontractors on Form 1010.

List only 1st Tier Suppliers who provide an item/material to the prime Contractor that is a bid item and not a component of a bid item.

Example: Bid item is for pipe. The prime Contractor installs the pipe. The pipe supplier should be listed on Form 1010. If a subcontractor installs the pipe, the pipe supplier should not be listed on the Form 1010.

Example: Bid item is for cast-in-place manhole built by the prime Contractor. The manhole has multiple components and no supplier should be listed on Form 1010.

It is important that all 1st tier suppliers be listed, as the submittal of this form is the basis for not requiring paid invoices for stored materials.

For any material or supplied item that is paid on a monthly billed account and has not yet been billed or paid, write the date it is to be paid next to the name on the Form 1010.

As always, every prime Contractor is responsible for ensuring that all lower tier subcontractors and suppliers are paid by their respective subcontractors within 10 days of when that subcontractor received payment. KDOT does not want any Form 1010 from lower tier subcontractors or suppliers, but a prime Contractor may choose to use Form 1010 as a way of ensuring that all entities involved in the project are paid.

#### **SECTION 109**

#### MEASUREMENT AND PAYMENT

#### 109.1 MEASUREMENT OF QUANTITIES

#### a. General.

- Measure all work using the United States Standard Measure or using the International System of Units (SI), whichever the Contract Documents specify;
- Use generally recognized methods of measurement and computations conforming to good engineering practices; and
- Measure structures according to neat lines shown on the plans or that the Engineer alters.

#### b. Temperature Corrections.

- (1) Correct all measurements to 60°F, unless the Contract Documents show otherwise.
- (2) For asphalt materials:
- Correct asphalt volume to 60°F using ASTM D1250 or using tables the Asphalt Institute publishes for emulsified asphalt temperature-volume corrections; and
- Measure tar according to ASTM D 633.

#### c. Measurement by Length.

- Measure items such as pipe culverts, guardrail, underdrains, and similar items by the linear foot parallel to the base or foundation; and
- Measure Stations horizontality by the 100 linear feet.

#### d. Measurement by Area or Volume.

- Make longitudinal measurements for area computations horizontally;
- Do not deduct for fixtures having an area less than 9 square feet; and
- Make transverse measurements for area computations using neat dimensions shown on the plans, unless the Contract Documents show otherwise.

#### e. Measurement by Weight.

- (1) Equipment. Provide and maintain weighing devices according to SECTION 152.
- (2) Weight.
- Measure ton as short ton consisting of 2,000 pounds avoirdupois;
- Measure aggregate weight in the saturated surface dry condition;
- · For asphalt materials, accept certified scale weights as adjusted for loss from the car or waste;
- Adjust asphalt material weight for loss from foaming; and
- Accept asphalt material weight shipped directly from the refinery if measured with temperature compensating meters.

#### (3) Weighing Procedures.

- Weigh on accurate and approved scales (see subsection 152.2);
- Zero balance scales every day before beginning weighing operations. Make a minimum of 2 random zero balances during the day and record the results;
- 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 0.25%. If the difference exceeds 0.25%, recertify the scales according to subsection 152.2;
- Make sure the scale operator obtains and records in bound field book a minimum of 2 tare weights each day. (Exception: This is not required if scale operator uses an electronic scale system with an automatic print-out to weigh materials);
- Use either KDOT Form No 251A or Contractor-furnished materials receipts (including print-outs) in quadruplicate including the following required information:
  - Type of material;

- KDOT Project Number;
- Date:
- Truck Number;
- Gross Weight;
- Tare Weight;
- Net Weight;
- Deductions for Moisture (M), Soft friable material (SFM), Wash (W) graduation under 4.00, if applicable;
- Pay Quantity;
- % Total Moisture;
- Location for initials of Scale Inspector; and
- Location for initials of Road Inspector; and
- Complete and sign the KDOT Form No 251A or Contractor-furnished materials receipts.
  - Give original and first copy to the truck driver. Make sure truck driver gives both the original
    and copy to the designated Inspector. The Inspector will document receiving the tickets by
    initialing both receipts, retaining the original, and returning the copy to the truck driver;
  - Retain one copy for the Contractor; and
  - Leave the third copy with the scale documentation.
- (4) Scale Operators. Do not change scale operators except in circumstances beyond the Contractor's control and after the Engineer approves the change.

#### f. Other Weight Conditions.

- The Engineer will use weight tickets to initially accept and pay for stored materials shipped by rail or truck. (Final payment will be based on actual weight measured on the Project.); and
- The Engineer will not use truck or rail car weights for materials passed through mixing plants.

#### g. Materials Measured by Volume.

- Measure volume at point of acceptance;
- Use any size vehicle within the legal weight constraints if volume can be readily determined;
- Load vehicles to their water level capacity;
- At the point of delivery, the Engineer may require the load to be leveled in the vehicle before acceptance; and
- Before the Contractor begins delivering a volume pay item, the Engineer may convert the volume of
  materials to weight of materials. The Engineer and Contractor shall determine and agree to the weight
  to volume conversion factors. Use KT methods, when applicable.

#### h. Miscellaneous Materials Measurements.

- Wire Gage or Gage means the wire size number specified in AASHTO-M32;
- Measure timber by the thousand foot board measure (M.F.B.M.) incorporated into the structure based on nominal width and thickness and the extreme length of each piece; and
- Unless the Contract Documents specify otherwise, the Engineer will accept manufacturer's measurements for standard manufactured items such as fence, wire plates, rolled shapes, and pipe conduit that are identified by gage, unit weight, or section dimensions.

#### i. Computed Quantities.

- (1) Use the following methods to compute volumes of excavation:
- average end area method;
- photogrammetric measurements and computer calculations with the Engineer's approval; or
- other methods the Bureau of Construction and Materials accepts to compute volumes of excavation.
- (2) Use standard engineering calculations to compute areas and volumes from measured dimensions.

#### 109.2 SCOPE OF PAYMENT

- a. Pay Items. The Secretary will pay unit prices or lump sum prices (contract prices) for the various contract pay items as designated in the Contract Documents.
- b. Original Contract Work. Accept payment of the contract prices in the "Schedule of Prices" as full compensation for performing all work necessary to construct or reconstruct the Project and for accepting all risk, loss, damage, and expense for which the Contractor is responsible under the contract.
- c. Subsidiary and Incidental Work. The Secretary will not consider subsidiary and incidental items for separate payment. Include costs for subsidiary and incidental work in the contract unit prices or lump sum prices.
- d. Price/Pay Adjustment Factors, Damages, and Bonuses. Accept adjustments to contract prices and accept contract deducts, damages, bonuses, incentives, or any combination of these items the Contract Documents specify.
  - e. Contract Changes. Accept payment for Contract Changes under SECTION 104.

#### 109.3 FORCE ACCOUNT PAYMENT

If the parties are unable to agree upon the amount of compensation for extra work, the Secretary may require the Contractor to perform specific work on a force account basis. Compute force account costs as follows:

#### a. Labor.

- (1) Wages.
  - (a) The wage rate agreed upon in writing before beginning the force account work for the number of hours all workers and foremen are actually engaged in such work.
  - (b) Contractor's overhead and profit: The sum of 20% plus the percentage for bond, insurance, and taxes calculated under subsection 109.3b. multiplied by the sum of the wages calculated under subsection 109.3a.(1)(a).
- (2) Fringe Benefits.
  - (a) Costs paid for, health and welfare benefits, pension fund benefits, or other such benefits but only if the law, collective bargaining agreement, written employment contract, or Contractor's written company policy requires payment for such costs.
  - (b) Contractor's overhead and profit: 15% of the sum of the allowances in subsections 109.3a.(2)(a).
- (3) Subsistence and Travel Allowances.
  - (a) The actual daily cost per worker paid for subsistence and travel allowances (allowances) agreed upon in writing before beginning the force account work for the days all workers and foremen are actually engaged in such work. If a worker performs the force account work for more than 60% of the worker's day, KDOT will pay 100% the worker's daily allowance. If a worker performs the force account work for 60% or less of the worker's day, KDOT will pay 50% of the worker's daily allowance.
  - (b) Subsistence and travel allowances costs are only paid if the law, collective bargaining agreement, written employment contract, or Contractor's written company policy requires payment for such costs.
  - (c) Contractor's overhead and profit: 15% of the sum of the allowances in subsections 109.3a.(2)(a) and (b).
- b. Bond, Insurance, and Taxes. The rate (shown as a percentage) the Secretary establishes and adjusts periodically for bond costs, unemployment insurance contributions, social security taxes, medicare and insurance premiums (property damage, comprehensive liability, automobile liability, and worker's compensation) that the force account work causes.
  - c. Materials.
- (1) The actual costs of materials the Engineer approves and the Contractor uses or consumes in the force account work.

- (2) Contractor's overhead and profit: 15% of the sum of the material costs calculated under subsection 109.3c.(1).
  - d. Equipment.
- (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). 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.
  - (2) Transportation costs to and from the site of the work if:
  - the equipment is obtained from the nearest approved source;
  - the return charges do not exceed the delivery charges;
  - haul rates do not exceed the established rates of licensed haulers; and
  - the equipment is not already available on the Project.
- (3) Standby rates for idle equipment (hourly rental rate minus the hourly operating cost) times 0.5 for equipment not operating during normal working hours if:
  - the equipment is used in the force account work; and
  - the Engineer orders the Contractor to keep the equipment on the Project.
- (4) Contractor's overhead and profit: No allowance will be made for overhead and profit on the items in subsections 109.3d.(1), (2) and (3).
- e. Limitation on Compensation. The Secretary will not pay superintendents, the use of small tools, or other costs for which no specific allowance is provided in this subsection 109.3.
  - f. Required Verification and Documentation.
- (1) Daily, the Contractor's representative and the Engineer shall compare and agree upon the records of labor, equipment, and materials used for the force account work.
- (2) To receive payment, provide itemized statements of the costs of such force account work detailed as follows:
  - name, classification, date, daily hours, total hours, wage rate, and extensions thereof for each worker and foreman;
  - quantities of materials, prices, and extensions thereof and transportation costs for materials. Attach invoices for all materials used or consumed. If the Contractor takes the materials from its own inventory, provide an affidavit certifying that:
    - the material was taken from inventory;
    - the quantity claimed was actually used; and
    - the price and transportation costs claimed represent the Contractor's actual costs; and
  - designations, dates, daily hours, total hours, rental rates, and extensions thereof for each unit of equipment and transportation costs for equipment.
- (3) If the Engineer cannot verify the itemized statement from KDOT's Project records, KDOT may conduct a complete audit of the Contractor's force account records.
- g. Payment of Force Account Work or Negotiated Work Performed by 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 or the Contractor hires subcontractors, leased trucking, or other trucking, the Contractor shall receive overhead in the amount shown in TABLE 109-1. The "Dollar Amount of Work" shall be the total amount determined for the subcontractor or leased trucking using the requirements shown in subsections 109.3a. through 109.3f. or the subcontractor's or leased trucking's negotiated price.

OR NEGO	OR CONTRACTOR'S OVERHEAD FOR FORCE ACCOUNT WORK TIATED WORK USING HIGHWAY SUBCONTRACTORS, LEASED GAND OTHER TRUCKING
Dollar Amount of Work	Add on for Overhead to compensate Contractor for administrative expenses incurred in additional subcontract work and additional trucking
\$0 to \$50,000	5%
\$50,000 to \$100,000	\$2500 plus 3% for any amount over \$50,000
Over \$100,000	\$4000 plus 1.5% for any amount over \$100,000

#### 109.4 STORED MATERIALS PAYMENTS

- a. Request payment for properly stored nonperishable materials when the value of the stored material is a minimum of \$5,000.00 for each individual item of material, unless otherwise approved by the Engineer. Only include the actual material and shipment costs in the request. Do not include any testing fees, stockpiling costs, sales tax, etc.
  - When requesting payment for stored materials, verify the quantity of materials stored and the value of the material. Identify the contract line item numbers (bid items) representing the stored materials and the quantities of stored materials assigned to each designated contract line item number. Provide required certification for all stored materials according to the Contract Documents;
  - As the materials are incorporated into the work, the Engineer will measure actual quantities and adjust
    the stored materials payment by the actual quantities incorporated. Upon receiving each payment
    voucher (progress payment), verify the accuracy of the stored materials paid for to date and advise the
    Engineer of any discrepancy; and
  - After receiving payment for the stored materials, pay subcontractors and suppliers according to subsection 109.6.
- **b.** The Engineer will pay stored materials for nonperishable material the Contractor manufactures using its own forces. Before payment, the Contractor and Engineer shall agree upon and verify the delivery amount and storage location. The Engineer may pay for materials stored properly at a fabricator's or manufacturer's facility if the material is specifically identified for a KDOT Project.
- c. The value of stored materials shall not exceed 90% of the contract price for the item of work in which these materials will be incorporated.
- d. Assume liability for stored materials lost by deterioration, waste, theft, or other natural or man-made actions.
- e. Stored materials payment requests will not be accepted if the material is scheduled for use within 30 days of the request.

#### 109.5 PROGRESS PAYMENTS

- a. Work Accomplished. The Engineer will make an approximate estimate of the work accomplished (considering price and pay adjustment factors) and pay for this work (progress payment) at intervals not to exceed one calendar month. Request progress payments at more frequent intervals, if desired. The Engineer may withhold from progress payments liquidated damages, reimbursement for remedial work under subsection 105.5f., excess costs for breach of contract, final cleanup work expenses, and other deducts the Contract Documents specify.
- b. Contract Proceeds. Obtain the Engineer's and Surety's written consent to assign contract proceeds to creditors.
- c. Payment for Contract Bond. If requested and upon receiving an invoice, KDOT will make payment for the premium amount of the Contract Bond. The payment will be made with the following conditions:
  - The premium shall be greater than \$5,000.00;

- The invoice shall list the premium for each Project when the invoice includes multiple projects;
- Payment will be shown as "Contract Bond" on intermediate payments; and
- When the Contractor has earned 50% of the "Original Contract Amount", the Engineer will remove the payment for "Contract Bond" from future progress payments.

Note: The Percent of Original Contract Amount = the amount earned by the Contractor\* divided by the total dollar value of the original contract (all bid items).

\*Do not include monies earned for "Contract Bond", "Mobilization", "Traffic Control (Lump Sum)", "Contractor Construction Staking" and "Stored Materials".

#### 109.6 PAYMENTS TO SUBCONTRACTORS & SUPPLIERS

a. Definitions. For purposes of subsections 109.6 and 109.7, 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 1st tier subcontractors providing services and a copy of materials purchase orders for 1st tier subcontractors providing materials. 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) Within 15 calendar days after receiving payment from the Secretary, submit to the Engineer a "Certificate for Subcontract Work and Payment", KDOT Form No. 1010, containing the following representations:

"I certify that the Contractor received payment from the Secretary on (date) and, within 10 calendar days after this date, paid the subcontractors named below for the work those subcontractors completed on or before the payment voucher's "Paid To Date"." [Signed by Contractor's representative].

Note: More than 1 subcontractor may be shown on KDOT Form No. 1010.

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. 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, writing this information on the "Certificate for Subcontract Work and Payment", KDOT Form No. 1010. 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.

#### 109.7 SANCTIONS FOR FAILURE TO PAY PROMPTLY

a. If a Contractor fails to comply with the payment requirements of subsection 109.6 without good cause, pay an interest penalty to the affected subcontractor. Compute the interest penalty at the rate of 1.5% per month on the amount of money owed the subcontractor. The interest assessment will begin on the day after payment is due

under subsection 109.6 and will continue until the Contractor has paid the amount of money owed the subcontractor.

- b. If a Contractor fails to comply with the certification requirements of subsection 109.6, the Secretary may impose liquidated damages of \$50.00 per calendar day per subcontractor for each day certification is late.
- c. If a Contractor submits a certification stating payment has been made but knowing payment has not been made as subsection 109.6 requires (false certification), the Secretary may impose liquidated damages of \$50.00 per calendar day per subcontractor for each day the certification remains false.
- d. If a Contractor fails to comply with the payment requirements without good cause, submits a false certification, or repeatedly fails to comply with the certification requirements of subsection 109.6b., the Secretary may adjust a Contractor's qualification rating, declare the Contractor is not a responsible Contractor, suspend a Contractor from bidding, or debar a Contractor from bidding.
  - e. For each violation of subsection 109.6, a Contractor may receive one or more of the sanctions provided.

#### 109.8 PROVISION FOR LOWER-TIER SUBCONTRACTORS

#### a. Definitions.

- Lower-tier subcontract means a contract for supplies, materials, service, or a combination thereof between a subcontractor and a party other than the Contractor; and
- Lower-tier subcontractor means an entity that provides a subcontractor supplies, materials, services, or a combination thereof to complete a subcontract.
- b. Progress Payments. Include in all subcontracts a provision that requires the subcontractor to pay all lower-tier subcontractors within 10 calendar days after the subcontractor receives payment from the Contractor. Include a good cause exception clause to such prompt payment similar to the one contained in subsection 109.6d.
- c. Retainage. Include in all subcontracts a provision similar to subsection 109.6c. that prohibits the subcontractor from withholding retainage from bonded lower-tier subcontractors and requires the subcontractor to release retainage to all unbonded lower-tier subcontractors.
- **d. Administration.** The Contractor is responsible for administering this provision. KDOT will not monitor prompt payments to lower-tier subcontractors. KDOT may investigate payment complaints lower-tier subcontractors make to KDOT.

#### 109.9 FINAL PAYMENT AND CORRECTIONS AFTER FINAL PAYMENT

- a. Final Payment. Final payment will reflect the contract amount adjusted by approved contract adjustments (Change Orders) minus all previous payments and deductions. The Secretary will issue final payment after the following events occur:
  - the Engineer issues Notice of Acceptance of Contract under subsection 105.16b.;
  - the Engineer prepares a final estimate of the value of all work;
  - the Contractor signs the final estimate;
  - the Contractor submits an Affidavit of Contractor, swearing that the Contractor has paid all debt the contract requires;
  - the Surety executes a Release of Final Estimate; and
  - the Bureau of Construction and Materials reviews the final paperwork, including the signed final estimate.
- b. Release of Secretary. By accepting the final payment, the Contractor releases the Secretary from all claims arising out of the work except for claims caused by correction of errors in quantities, measurements, or certifications (payment corrections) discovered after final payment. The Secretary is not released from liability for payment corrections until 3 years from the date of final payment. Nothing in subsection 109.9 permits the

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Contractor to file claims under SECTION 104 for additional time, additional money, or both after final payment rather than at Notice of Acceptance as provided in subsection 105.16b.

- c. Release of Contractor and Surety. By issuing final payment, the Secretary releases the Contractor and Surety from further costs necessary to construct the Project except for costs incurred due to latent defects; costs incurred because of the Contractor's breach of warranty, breach of guaranty, fraud, or misrepresentation; and costs resulting from correction of errors in quantities, measurements, or certifications (payment corrections) discovered within 3 years from the date of final payment. See subsection 108.12 for the Contractor's and Surety's release of liability from further construction obligations after Notice of Acceptance of Contract.
- d. Field Audit Corrections. The Contractor and Surety understand that the KDOT Bureau of Fiscal Services audits the Project after final payment rather than before final payment. Despite final payment, the Secretary will correct quantity, measurement, or certification errors discovered during a final audit. If the correction is favorable to the Contractor, the Secretary will pay the Contractor the amount owed. If the correction shows KDOT overpaid the Contractor, pay the Secretary the amount owed. If the Contractor fails to pay the amount owed, the Surety shall pay the amount owed. Neither party nor the Surety has obligations under this subsection 109.9 after 3 years from the date of final payment. The Surety shall have no claim or defense that KDOT's alleged negligence in computing quantities, computing measurements, or reviewing quantities, measurements, or certifications during construction and before final payment prejudiced the Surety's rights or voided the Surety's obligations under this subsection 109.9.

#### 109.10 RESPONSIBILITY FOR PAYMENT

The Secretary will pay for work with warrants as state law allows.

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### **Form 1010**

- Definition of a 1<sup>st</sup> tier supplier
  - Provide an item/material to the prime Contractor that is a bid item and not a component of a bid item
  - Example: Bid item is for steel the prime Contractor installs the steel. The steel supplier should be listed on the 1010



### **AASHTOWARE** Payrolls

 The new AASHTOWARE Payrolls System takes care of the subcontractors and most if not all the material on the projects

# AASHTOWARE PROJECTIM

Civil Rights and Labor

KDOT ONLY

Training Guide



### **Quarry Roads**

- <u>Definition</u> a road leading from a material producer (i.e. rock quarry, sandpit, or gravel pit) to a state highway
- <u>Policy</u> created to reimburse Kansas Counties for damages caused by the hauling of material to a state highway (<u>See</u> <u>Handout</u>)
- Examples of Quarry Road Reimbursement and this form must be processed through workflow
  - UN 49



#### KANSAS DEPARTMENT OF TRANSPORTATION (KDOT)

#### **Policy for Quarry Roads Reimbursement**

It is the KDOT policy to reimburse Kansas Counties in accordance with the following rates of reimbursement and procedures for damages caused by the hauling of crushed material or aggregate from a quarry, sand from a pit, or crushed gravel from a gravel pit to a state highway for a KDOT let construction project. Reimbursement will be on a project by project basis for projects that are let for construction and that meet the quantity requirements specified below. KDOT will not reimburse counties for materials used for routine maintenance functions except for those materials let and produced as Hot Mix/Cold Lay (Stockpile). KDOT will determine the quantities hauled from the quarries, sandpits or crushed gravel pits (material producers) on the basis of the final pay quantities and theoretical proportions of each material.

A Quarry Road is considered to be a road leading from a material producer whether a rock quarry, sandpit or gravel pit. Quarry Roads are distinguished from Haul Roads which are roads leading to and from a plant to the work site and which are covered in the latest edition of the KDOT Standard Specifications and applicable Special Provisions. Haul roads from a plant to the work site will be paid for, maintained, and administered as they have in the past.

Additionally, implementation and administrative procedures follow and supplement this policy.

#### I. IMPLEMENTATION PROCEDURES

The policy and associated procedure will be superseding the 2001 policy and will begin with the January 2009, KDOT letting and meet the following requirements on KDOT let projects.

#### A. Quantity Requirements for Items Covered.

- 1. Hot Mix Asphalt materials used on project if the project generates a total of more than 1,000 Tons of Hot Mix Asphalt material.
  - If the project includes more than one mix designation, the generated quantity will be the sum of all mixes used on the project.
  - If the project is a host (106) project or state tied project, the generated quantity will include the sum of all mixes used on the individual projects included in the host project or state tied project.
  - If a Stockpile(s) is let in conjunction with the other KDOT projects, the generated quantity will include the stockpile material.
- 2. Aggregate Base used under Hot Mix Asphalt if the base is used in conjunction with a project covered in number 1 above and generates more than 1,000 Tons.
  - If more than one type of aggregate base is used on the project, the generated quantity will be the sum of the aggregate bases used on the project.
  - If the project is a host (106) project or state tied project, the generated quantity will include the sum of all aggregate bases included in the host project or state tied projects.
- 3. Aggregate for Shoulders if the quantity of aggregate shoulder exceeds 1,000 Tons whether the aggregate is let as a separate contract or as part of either a Hot Mix Asphalt Surface project or Portland Cement Concrete Pavement (PCCP) project.
  - If the project is a host (106) project or state tied projects, the generated quantity will include the sum of all Aggregate for Shoulders included in the host project or state tied projects.

- Do not include the Pavement Edge Wedge aggregate used on overlay projects.
- 4. All PCCP thicker than 5 inches and shoulders associated with the PCCP if the quantities are greater than 1,000 SQ YDS.
  - If there is more than one thickness of PCCP designated on the project, the generated quantity will include the sum of all the different PCCP's used on the project.
  - If the project is a host (106) project or state tied project, the generated quantity will include the sum of the PCCP on the individual projects.
- 5. All aggregate base, cement treated base, or other base if the base is used in conjunction with a PCCP project covered in number 4 above.
  - If there is more than one thickness or different type of aggregate base designated on the project, the generated quantity will include the sum of the various thicknesses or the sum of all the different aggregate bases.
  - If the project is included in a host (106) project or state tied project, the generated quantity will include the sum of all the aggregate bases included in the host project or state tied projects.
- 6. All Crushed Stone Riprap, Slope Protection, and Aggregate Ditch Lining used on projects if more than 150 Tons of Crushed Stone Riprap, Slope Protection, or Aggregate Ditch Lining is used on the project.
  - If the project includes more than one type of crushed stone riprap, slope
    protection or aggregate ditch lining the generated quantity will be the sum of
    these crushed stones used on the project.

#### B. Rates of reimbursement.

KDOT will determine reimbursement on a Ton/mile basis for items covered and hauled on County roads from the materials producers to the state highway. County roads include any City streets or Township roads used as quarry haul roads, and the County (not KDOT) will be responsible for reimbursing the City or Township for monies KDOT paid the County for City streets or Township roads. KDOT will use the following rates per Ton/mile on the following types of roads when computing reimbursement:

Dirt or Gravel at \$0.02/Ton/mile

Asphalt Seal at \$0.04/Ton/mile (assumes that surface is a combination of asphalt seals, cold mix asphalt, or both)

Hot Mix Asphalt at \$0.06/Ton/mile (includes an Asphalt Seal over a Hot Mix Asphalt surface)

#### C. Calculation of the quantities from the quarries.

KDOT will determine the quantities obtained from the individual material producers on the projects using theoretical/computed amount based on the percentage of the various materials necessary to produce the product. On many mixes, the contractor may vary the percentages of materials until the production is brought into balance. When this occurs, KDOT will apply the percentage that was used for the majority of the project production. KDOT will make no allowance for waste or any material the contractor sold for non-project work. KDOT will not require the contractor to provide any weight tickets or invoices on the amount of material purchased from the various material producers. The calculation will be made on a Quarry Road Reimbursement Form.

#### II. ADMINISTRATIVE PROCEDURES

The KDOT District Engineer has responsibility for administering the program but may assign this work to other KDOT personnel working in the District.

#### A. Determining length of road from the materials producer to the state highway.

- 1. The District Engineer or designee will meet with the County Engineer or County Supervisor in those Counties that have KDOT approved quarries, sand pits or crushed gravel pits to determine the length and type(s) of County roads used from all material producers' locations to the state highway. The material producers will be indentified using the same designation as the Bureau of Materials and Research uses.
- 2. The District Engineer or designee will determine the surface type (Dirt or Gravel, Asphalt Seal, or Hot Mix Asphalt) and the length of each quarry road from the material producer to the state highway. The length from the material producers' site to the state highway will be measured to the nearest 0.25 miles. (Note: it is generally intended the quarry road will be the shortest distance to the state highway.) If the material may be hauled from more than one direction, measure each route and identity routes from which the material will be hauled (North, East, South, West).
- 3. The District Engineer or designee will submit the surface type of all quarry roads and corresponding lengths to the Bureau of Construction and Maintenance. Bureau of Construction and Maintenance personnel will input the information to the Bureau of Construction & Maintenance web page.

#### B. Payment Calculation.

- 1. On construction projects covered by this policy, the field office will submit a completed Quarry Road Reimbursement Form to the District. The field office will submit the form within 20 days after the contractor has completed the covered Hot Mix Asphalt, PCCP, Aggregate Shoulders, Aggregate Base, Crushed Stone Riprap, Slope Protection, Aggregate Ditch Lining, or combination of these.
- 2. Annually on the first business day in November, the field office will complete and submit a Quarry road Reimbursement Form on all active projects that have not been completed and that contain items and quantities meeting the requirements for reimbursement. KDOT will reimburse the counties for the remaining quantities when they are actually completed. This provision is intended for projects that are constructed over two or more construction seasons or for projects that may not be completed by the first business day of November deadline.
- 3. The KDOT field office will compute the individual quantities of materials used for the project based on the actual percentage of material in the product. The rate for the type of road and the miles from the materials producers to the state highway will be obtained from the listing on the Bureau of Construction & Maintenance web page. If the material producer indicates more than one direction from its site, the field will use the direction in closest proximity to the project.
- 4. Using the information in Section B.3 and Rates of Reimbursement designated above, the KDOT field office will compute the dollar amount owed to the County and enter the results on a Quarry Road Reimbursement Form.

#### C. Payment to the Counties.

- 1. The Bureau of Construction and Maintenance will generate the Master Agreement with each County that has material producers. Only one Master Agreement will be required, regardless of the number of material producers located in a County. The Master Agreement will be on file in the Bureau of Construction and Maintenance and the Bureau of Fiscal Services.
- 2. Only Counties with Master Agreements will have a listing of material producers and the surface type(s) and lengths noted in Section A.

3. For Quarry Road Reimbursement Forms that equal or are greater than \$100.00 payments will be made. To make actual payments to the County, the Districts will generate a contract in the Construction Management System (CMS) based on the information on the Quarry Road Reimbursement Form and submit this form with the appropriate cover letter to the Bureau of Construction and Maintenance.

The Bureau of Fiscal Services will make payment directly to the Counties after the

Bureau of Construction and Maintenance has approved payment.

Recommended by:

Roy D. Rissky, P.E.

Chief of Construction & Maintenance

Catherine Patrick, P.E. Director of Operations

Jerry Younger

Deputy Secretary for Engineering & State Transportation Engineer

# Kansas Department of Transportation Quarry Road Reimbursement Form

County			
Contract No			
CDOT Project No.	-		
CMS Producer ID No			
Producer Name:			
Remarks:			
Reimbursement Ca Contract Line Item Number		(in mi.)	Total
			= 0.00
KDOT Representative	Date		
Checked By	Date		UN Form 0049

# **Quarry Road cont'd**

- Reimbursement Rates
  - Dirt or Gravel at \$0.02/Ton/mile
  - Bituminous Seal at \$0.04/Ton/mile (assumes the surface is a combination of asphalt seals, cold mix asphalt, or both)
  - Hot Mix Asphalt (HMA) at \$0.06/Ton/mile (includes an asphalt seal over a HMA surface)

### **Quarry Roads**

- Not all counties participate
- To see which counties, participate and what the lengths are, go to: http://http://kdotweb.ksdot.org/Bureaus/BurConstMat/QuarryName.asp
- Quarry Road Length





Q Search...

f y in O D
(http://www.daily.com/

Home Employee Info Organizational Districts Phone Book/Org Documents/Manuals GIS/Maps

#### Construction & Materials Quarry Road Length

Construction & Materials Home (/Bureaus/BurConstMat/default.asp) | District 1 (/Bureaus/BurConstMat/QuarryRoadDistOne.asp) | District 2 (/Bureaus/BurConstMat/QuarryRoadDistTwo.asp) | District 3 (/Bureaus/BurConstMat/QuarryRoadDistThree.asp) | District 4 (/Bureaus/BurConstMat/QuarryRoadDistFour.asp) | District 5 (/Bureaus/BurConstMat/QuarryRoadDistFive.asp) | District 6 (/Bureaus/BurConstMat/QuarryRoadDistSix.asp)

	Agreement is on file with the Kar			
County Name	Number	Abbr	District	Quarry Road Agreement
ALLEN	001	AL	4	Yes
ANDERSON	002	AN	4	Yes
ATCHISON	003	AT	1	Yes
BARBER	004	BA	5	Yes
ARTON	005	BT	5	Yes
BOURBON	006	ВВ	4	No
BROWN	007	BR	1	Yes
BUTLER	008	BU	5	Yes
CHASE	009	CS	2	Yes
CHAUTAUQUA	010	CQ	4	No
CHEROKEE	011	CK	4	No
CHEYENNE	012	CN	3	Yes
CLARK	013	CA	6	No
CLAY	014	CY	2	Yes
CLOUD	015	CD	2	Yes
COFFEY	016	CF	4	Yes
COMANCHE	017	CM	5	No
COWLEY	018	CL	5	Yes
CRAWFORD	019	CR	4	Yes
ECATUR	020	DC	3	No
DICKINSON	021	DK	2	Yes
DONIPHAN	022	DP	1	Yes 308
DOUGLAS	023	DG	1	Yes

EDWARDS	024	ED	5	Yes
ELK	025	EK	4	Yes
ELLIS	026	EL	3	Yes
FLLSWORTH	027	EW	2	Yes
FINNEY	028	FI	6	Yes
FORD	029	FO	6	Yes
FRANKLIN	030	FR	4	Yes
GEARY	031	GE	2	Yes
GOVE	032	GO	3	No
GRAHAM	033	GH	3	No
GRANT	034	GT	6	No
GRAY	035	GY	6	Yes
GREELEY	036	GL	6	No
GREENWOOD	037	GW	4	No
HAMILTON	038	HM	6	Yes
HARPER	039	HP	5	No
HARVEY	040	HV	5	Yes
HASKELL	041	HS	6	No
ODGEMAN	042	HG	6	Yes
JACKSON	043	JA	1	No
JEFFERSON	044	JF	1	Yes
JEWELL	045	JW	2	Yes
JOHNSON	046	JO	1	No
KEARNY	047	KE	6	Yes
KINGMAN	048	KM	5	Yes
KIOWA	049	KW	5	Yes
LABETTE	050	LB	4	Yes
LANE	051	LE	6	Yes
LEAVENWORTH	052	LV	1	Yes
LINCOLN	053	LC	2	Yes
LINN	054	LN	4	Yes
LOGAN	055	LG	3	No
LYON	056	LY	1	Yes
1ARION	057	MN	2	Yes
MARSHALL	058	MS	1	Yes
MCPHERSON	059	MP	2	Yes 309
MEADE	060	ME	6	Yes

MIAMI	061	MI	4	Yes
MITCHELL	062	MC	2	Yes
MONTGOMERY	063	MG	4	No
MORRIS	064	MR	2	Yes
MORTON	065	MT	6	Yes
NEMAHA	066	NM	1	Yes
NEOSHO	067	NO	4	Yes
NESS	068	NS	6	No
NORTON	069	NT	3	No
OSAGE	070	OS	1	Yes
OSBORNE	071	ОВ	3	Yes
OTTAWA	072	ОТ	2	Yes
PAWNEE	073	PN	5	Yes
PHILLIPS	074	PL	3	Yes
POTTAWATOMIE	075	PT	1	Yes
PRATT	076	PR	5	Yes
RAWLINS	077	RA	3	Yes
RENO	078	RN	5	Yes
¬EPUBLIC	079	RP	2	Yes
RICE	080	RC	5	Yes
RILEY	081	RL	1	Yes
ROOKS	082	RO	3	Yes
RUSH	083	RH	5	No
RUSSELL	084	RS	3	Yes
SALINE	085	SA	2	Yes
SCOTT	086	SC	6	Yes
SEDGWICK	087	SG	5	Yes
SEWARD	088	SW	6	No
SHAWNEE	089	SN	1	No
SHERIDAN	090	SD	3	Yes
SHERMAN	091	SH	3	Yes
SMITH	092	SM	3	Yes
STAFFORD	093	SF	5	No
?TANTON	094	ST	6	Yes
STEVENS	095	SV	6	No
SUMNER	096	SU	5	Yes 310
THOMAS	097	TH	3	Yes

TREGO	098	TR	3	Yes	
WABAUNSEE	099	WB	1	No	
WALLACE	100	WA	3	Yes	
WASHINGTON	101	WS	2	Yes	
WICHITA	102	WH	6	Yes	
WILSON	103	WL.	4	No	
WOODSON	104	wo	4	Yes	
WYANDOTTE	105	WY	1	Yes	

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## **Example problem**

 Mix design has 30% SSG and there were 1000 tons used on the project. The length of road is 1 mile of rock. How much should this county get reimbursed?

## **Example Answer**

- Answer- 30% x 1000 = 300 tons hauled over this road.
   @\$0.02/per mile per ton. 300 x 0.02 = \$6.00.
- A reimbursement form will only need to be submitted when payment is equal to or greater than \$100

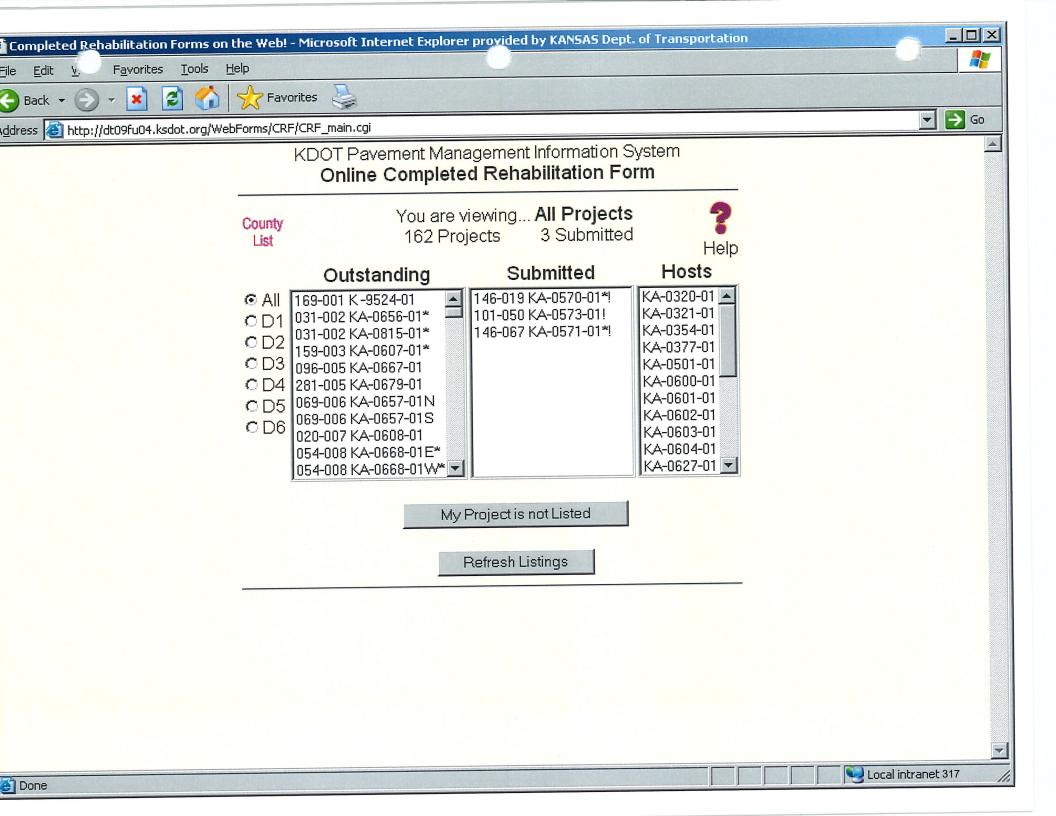
### **Quarry Road Payments**

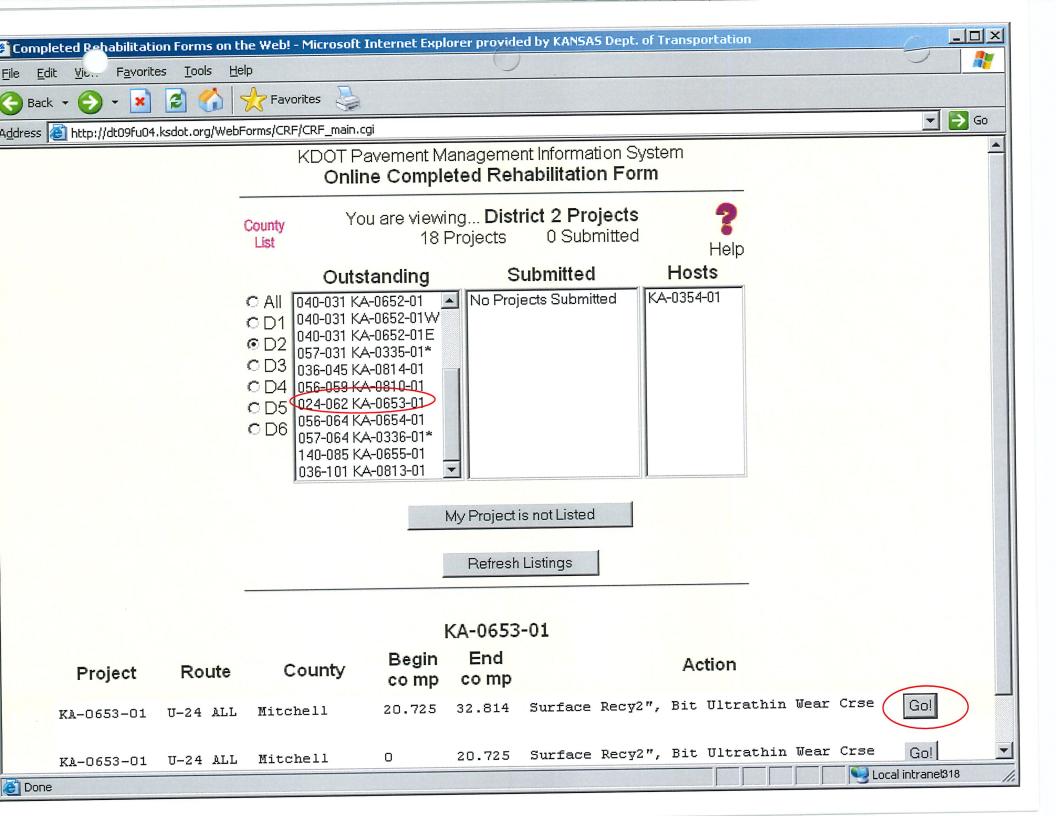
- Monitor quarry road payments to make sure they are submitted within 20 days after the contractor has completed the work covered under Quarry Road Reimbursement policy.
- If project is not complete or is a multi-year project, they need to be turned in by mid-November.
- Recap Spreadsheet

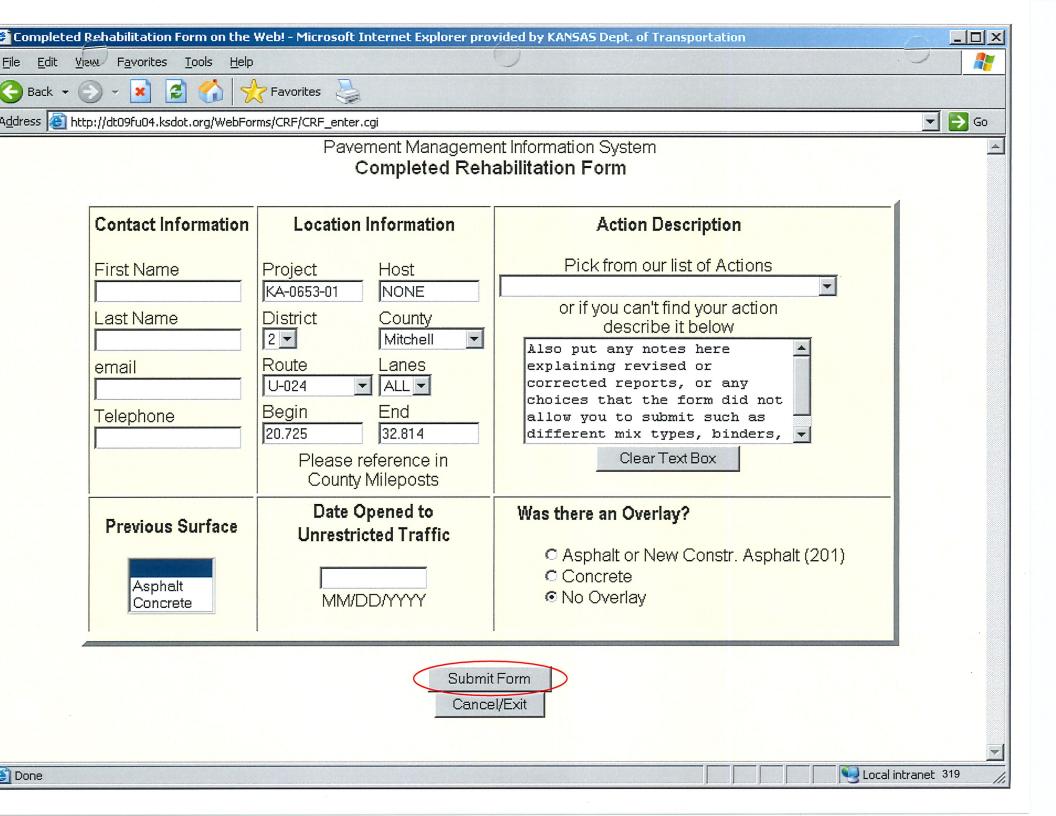
			Quarry Ro		. <del>р 200.</del>	Date	Date	Date Paid
			Desired Time	Pay.Y/N	Line No.	Project Start	Project accepted	Int./ Final
Project No.	Contract No.	Date Let	Project Type	Pay.1/N	Lille 140.	1 tojoot otait		
		4.47.0004	GRSU	Y	29,30,31,36,56	3/12/2001	9/13/2001	F 11/06/01
K-015-14-K 6695-01	501016122	1/17/2001	BRRPR	N	29,00,01,00,00	5/1/2001	6/26/2001	
U024-14 K 7955-01		2/21/2001			48	3/19/2001	11/27/2001	1 11/06/01
148-101 K 6368-01	501022232	2/21/2001	BRRPR	Y	28,29,30,48	4/30/2001	1,12,120	1 11/06/01
K 057-31K 6363-01	501032072	3/14/2001	BRRPR	Y		4/25/2001		
K 01'8-21 K7111-01	501036132	3/14/2001	BRDEC	Y	17,34	6/4/2001		I 11/06/01
14 C 3125-01	501044042	4/18/2001	GRBR	Y	13		8/6/2001	1 11/00/01
106 K 8399-01	501056152	5/16/2001	CRRPR	N		7/9/2001	8/8/2001	1 11/06/01
K 015-14 K 6781-01	501052216	5/16/2001	BRRPL	Y	46,47,49	8/21/2001		1 11/00/01
K 015-21 K8398-01		5/16/2001	CRRPR	N		10/10/2001		
K 009-101 K8410-01		5/16/2001	CRRPR					
106 K 5926-01		6/20/2001	SG	N				
U 077-31 K 4509-01		6/20/2001	BRRPR	N				
U 056-57 K 5745-01 2		6/20/2001	SEED	N				
U 056-57 K 5745-01 1	501062042	6/20/2001	GRBRS	Y	56,57,58,93,96	7/23/2001		
					97,104,105,107			
31 C 3631-01		9/12/2001	GRCU	N				
31 C 3630-01		9/12/2001	GRCU	N				
18-106 K 8628-01	501126112	10/17/2001	Patch	N				
15-101 K 8536-01	501126222	10/17/2001	40OL	Y	11,13			
82-106 K 8598-01		12/12/2001	40OL					
4-106 K 8597-01		12/12/2001	40OL					
7-1001(000) 01								

# Pavement Management Rehabilitation Form

- This form must be completed for all surface rehabs.
- Complete this form as soon as the road is open to unrestricted traffic.
- The form is located on the Materials & Research server at:
- http://foofour.ksdot.org/WebForms/CRF/CRF main.cgi







### **Working Day Reviews**

- Need to review working days before submitting final to District
- Clean up days start after working days run out
- Number of clean up days is determined by the number of working days
- After clean up days run out, liquidated damage days start
- Calendar completion days jobs, clean up days and liquidated damages are determined by contract special provision

### **Punch list**

- Must be requested from contractor
- Continue to charge days as per specification

# **Types of Damages**

- A When the work affects traffic
- B When the work does not affect traffic after clean up days have expired
- Amount of damages are determined by the original dollar amount of the contract – Refer to Standard Specification 108.8 d (or the current special provision)

#### **SECTION 108**

#### PROSECUTION AND PROGRESS

#### 108.1 NOTICE TO PROCEED

- a. General. For each Project, the Engineer will issue to the Contractor a Notice to Proceed, a written notice to the Contractor to begin the contract work including, when applicable, the date from which the Engineer will start charging Contract Time. The Notice to Proceed will be issued and the Contract Time will begin within the earliest and latest starting dates established for the Project. (see subsection 102.6). Without the District Engineer's permission and for good cause only, the Engineer cannot give a Notice to Proceed date earlier than the earliest starting date or later than the latest starting date established for the Project. To move the earliest and latest start date by more than 30 calendar days, the District Engineer will obtain the approval of the Bureau Chief of Construction and Materials. Perform no work on the Project site until the Engineer issues the Notice to Proceed. Begin work on the Project site on or shortly after the Engineer issues the Notice to Proceed. If, for any reason, the Contractor has not received the Notice to Proceed on or before the latest starting date, the Contractor shall notify the Engineer of the omission.
- b. Railroad Protective Liability Policy. Typically, the Engineer will not issue the Notice to Proceed without an approved, railroad protective liability policy. If the Engineer agrees to issue the Notice to Proceed before the Contractor has obtained an approved, railroad protective liability insurance policy, do not perform work within the railroad right-of-way until the railroad has approved this policy.
- c. Restricted Site Access. The Engineer may issue the Notice to Proceed even if the Contractor has restricted site access. Include in the Contractor's bid all costs (money and time) associated with restricted site access identified in the Contract Documents or observed by site examination.

### 108.2 PRE-CONSTRUCTION CONFERENCE AND PROJECT PROGRESS MEETINGS

- a. Pre-Construction Conference. KDOT will hold a pre-construction conference for the Project. If held at a facility, attend and bring to the pre-construction conference all documentation the Engineer requires. If conducted by phone, submit the required documentation to the Field Engineer.
- b. Project Progress Meeting. At least once a month, hold a Project progress meeting with the Engineer, Inspectors, and any other government owners 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.

### 108.3 PROGRESS SCHEDULE OR NETWORK SCHEDULE (SCHEDULE)

#### a. Definitions.

- (1) Progress Schedule: A chronologically-sequenced bar chart identifying the following:
- activities, sequence of activities, and duration of activities; and
- dates for drawing submittals and desired approval.
- (2) Network Schedule: A chronologically-sequenced bar chart and associated reports sorted by activity and earliest/latest start dates. The bar chart shall identify the following:
  - activities, sequence of activities, duration of activities, and resources (Major Equipment, Materials, Labor) expected to be devoted to the work at the various stages;
  - dates for drawing submittals and desired approval; and
  - interdependence of all activities.

#### b. Schedule.

(1) Unless the Project has less than 30 working days, submit either an accurate Progress Schedule or a Network Schedule. Submit the Schedule either at the pre-construction conference or within 10 business days before

the anticipated beginning of work on the Project.

(2) It is the Contractor's responsibility to determine the most feasible order of work consistent with the contract requirements. Plan and organize work to produce the least interference with traffic, businesses, and home owners and to minimize the use of planned detours. Plan and organize work to meet the Contract Time and any interim Contract Times. If the Schedule reflects completion of parts or all of the work earlier than the Contract Time (early completion), the Secretary shall not be liable for additional costs the Contractor incurs to achieve early completion or liable for delays that prevent the Contractor from achieving early completion.

(3) Provide enough detail so the Schedule reflects the Controlling Item of Work (CIOW) and other

activities that affect the Contract Time.

- (4) The Engineer will request the Contractor to submit a revised Schedule if the Engineer believes the Schedule is unworkable.
- c. Controlling Item of Work (CIOW). The Engineer will use the Schedule to identify the Controlling Item of Work and all activities that extend the Contract Time. If the Engineer is unable to identify the CIOW from the Schedule, the Engineer will request a revised Schedule that shows the CIOW and all activities that extend the Contract Time. If the Contractor fails to provide a revised Schedule or if the Contractor's revised Schedule fails to show the CIOW, the Engineer will determine the CIOW.
- d. Notification. Notify the Engineer of Schedule changes, delays, or both regardless of whether the Contractor is seeking additional time or money. The Engineer may notify the Contractor that the contract is behind schedule. This notice is not an order to accelerate the project.
  - e. Updated Schedule. (For projects requiring a Schedule).
  - (1) Update Schedules when a Contract Change or other act or omission:
  - alters the sequence of activities;
  - changes the time for performing an activity; or
  - requires the Contractor to increase or decrease major equipment, material, or labor to meet the Schedule.
- (2) Submit an updated Schedule to the Engineer within 5 business days after one of the following events occur:
  - a Contract Change that affects the Schedule by 10 working days;
  - a contract delay that affects the Schedule by 10 working days;
  - work falls behind the latest Schedule by 10 working days (Working Day Projects); or
  - work falls behind the latest Schedule by 14 calendar days (Calendar Completion Date or Calendar Day Projects).
- (3) Update schedules accurately by adjusting the Schedule to reflect the resources the Contractor plans to devote to the work. If using a Network Schedule, identify the resources in the updated Schedule.
- (4) Identify any planned acceleration or planned sequencing change required to complete the work within the Contract Time.
- f. Payment for Schedules. Include in the Contractor's bid the cost of preparing and submitting the original Schedule and anticipated updates. The cost for the Schedule is subsidiary to other work.
  - g. Use of Network Schedules. Provide a Network Schedule instead of a Progress Schedule when:
  - (1) the Contract Documents requires a Network Schedule;
  - (2) the Engineer requires a Network Schedule because:
  - the Engineer is unable to determine from the Progress Schedule the CIOW;
  - the Engineer is unable to determine from the Progress Schedule the activities that extend the Contract
  - the Contractor has not submitted updated progress schedules; or

the Contractor's other acts or omissions cause a need for a Network Schedule to monitor the Project.

#### 108.4 CONTRACT TIME-GENERAL

- a. Contract Time. The Contract Time is the time set forth in the Contract Documents for completion of the work on the Project. Timely performance is an essential part of the contract. Complete all of the work within the Contract Time. For the Contract Time, the Secretary may establish:
  - (1) working days, calendar days, or a calendar completion date to complete all work; or
  - (2) A combination of working days, calendar days, or calendar completion dates, to perform all work necessary to open the Project to unrestricted traffic (Project Open Time) and then to complete all remaining work for Project construction completion (Cleanup Time).
- b. Project Open Time. During the Project Open Time, the Contractor shall perform all work necessary to open the Project to unrestricted traffic and may perform any other work necessary to complete physical construction or reconstruction of the Project. "Unrestricted traffic" means that all roadways (lanes, turn lanes, ramps, side roads, medians, shoulders etc.) within the Project limits are open to unobstructed continuous traffic flow with temporary or permanent striping, temporary or permanent signing, and required safety features such as guardrail and traffic control devices in place and operational. "Unobstructed continuous traffic flow" means traffic is following the final lane configurations required by the plans and there are no lane closures. The Engineer, not the Contractor determines when the Contractor may open the Project to unrestricted traffic.
- c. Cleanup Time. The Cleanup Time is the number of working days, calendar days, or calendar completion date available to the Contractor after the Project Open Time expires for the Contractor to complete remaining, unfinished contract pay items, subsidiary items, incidental work, final cleanup, and final punch list.

(1) Determine the number of cleanup days on working day contracts according to TABLE 108-A.

TABLE 108-A: DETERMINING CLEANUP DAYS ON A WORKING DAY PROJECT								
Project Open Time in Working Days-Range	Number of Cleanup Working Days							
1 to 50	10							
51 to 100	20							
101 to 200	30							
200+	40							

- (2) If the Engineer adjusts the Project Open Time from one range to another because of a Contract Change, the Engineer will apply the cleanup working days corresponding to the new range in TABLE 108-A.
- (3) On calendar day or calendar completion date contracts, the Secretary will identify the number of cleanup working days, cleanup calendar days, or the cleanup calendar completion date in a project special provision.
  - (4) Project Open Time and Cleanup Time are separate periods of time.
  - Even if the Project is not open to unrestricted traffic, the Engineer will begin charging Cleanup Time the day after the Project Open Time expires.
  - If the Project is open to unrestricted traffic but the Project Open Time has not expired, the Engineer will not begin charging Cleanup Time until the Project Open Time has expired.
  - Once begun, the Engineer will continue charging Cleanup Time until all work is complete and the charging of Cleanup Time will not be suspended on days in which the Contractor is being assessed liquidated damages, a disincentive assessment, or both for restricting traffic.
- d. Provide the Engineer at least 24-hour notice when the Contractor or subcontractors intend to work on Saturday. Obtain the District Engineer's approval to work on Sundays, Kansas Civil Service holidays, Governorproclaimed holidays, Saturdays following a Friday holiday, and Saturdays preceding a Monday holiday.
  - e. Resume work promptly after temporary suspensions and winter shutdown.

f. Interim Contract Times. The Secretary may set Interim Contract Times in which the Contractor shall complete certain parts of the Project. Interim Contract Times may be stated in working days, calendar days, calendar completion dates, or a combination thereof.

### 108.5 WORKING DAY CONTRACTS (Also, see subsection 108.4.)

- a. Complete all work necessary to open the Project to unrestricted traffic within the original contract working days and any additional working days allotted to the contract (Project Open Time). Complete all remaining unfinished contract pay items, subsidiary items, incidental work, extra work, final cleanup, and final punch list within the working days remaining in the Project Open Time, if any, and the Cleanup Time permitted under subsection 108.4c.
  - b. The Engineer will begin charging working days on the date of the Notice to Proceed.

c. The Engineer will assess a working day or cleanup working day for:

- (1) Every weekday on which weather does not prevent the Contractor or a subcontractor from performing the Controlling Item of Work (CIOW) for at least 50% of the Contractor's normal workday (regardless of whether the Contractor or subcontractor performs work).
- (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).
- (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).
- (4) Every weekday the Contractor or a subcontractor is unable to perform the CIOW because of an act or omission for which the Contractor, subcontractor, or supplier is responsible under the contract.
- (5) Every weekday the Contractor or a subcontractor is unable to perform the CIOW because of plant failures, equipment failures, delivery delays, inefficient operations, personnel problems, material shortages (other than national shortages meeting subsection 108.5d.(5)), financial difficulties, and work on another project(s). The Contractor assumes the risk of delay associated with these matters, even though these matters may not be foreseeable. The Contractor assumes the risk of delay associated with these matters, even though these matters may be outside the Contractor's control or outside the control of the subcontractor's or suppliers at any tier.
- (6) Exception: If weather prevents the Engineer from assessing a working day or cleanup working day under subsection 108.5c.(1), the Engineer will not assess a working day or cleanup working day for a reason listed in subsections 108.5c.(2) through (5).
  - d. The Engineer will not assess a working day or cleanup working day for the following:
- (1) Recovery Days. Recovery days are days the Contractor needs to restore the site to the approximate condition that existed before weather prevented the Contractor from performing the CIOW.
- (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 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.
- (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
  - piling installation is the CIOW.
- (4) Winter Holiday Period. The Engineer will not charge working days or cleanup working days during the Winter Holiday Period regardless of whether the Contractor or subcontractors perform work. The Winter Holiday Period begins December 23 and ends January 3.
- (5) National Material Shortages. The Engineer will not charge working days under subsection 108.5c.(5) if there is a national material shortage unless:
  - the national material shortage was foreseeable at the time of bid; or
  - the national material shortage does not prevent the Contractor from performing the CIOW.

- (6) Winter Shutdown Period. The Engineer will not charge working days or cleanup working days during a Winter Shutdown Period identified in or added to the Contract Documents. KDOT may add a Winter Shutdown Period to the contract when the District Engineer and Contractor agree to suspend the Project because winter conditions prevent the Contractor from making progress on the CIOW for at least 50% of the Contractor's normal work week or winter conditions make it commercially impractical for the Contractor to make progress on the CIOW.
- e. Concurrent Delay. The Engineer will not assess a working day or cleanup working day under subsection 108.5c. if subsection 108.5d. prevents the Engineer from assessing a working day or cleanup working day on that same day.
- f. Notification of Working Day Charges. Weekly, the Engineer will provide the Contractor a Notification of Working Day Charges, identifying the working days, cleanup working days, or both that were charged during the previous week.

g. Disputing Working Day Charges.

- (1) Notify the Engineer, in writing, of any contested working days or cleanup working days charged within 10 business days after receiving the Notification of Working Day Charges. In the written notice, provide the reasons for contesting the days charged. If the Contractor fails to give this notice in writing or fails to give this notice within 10 business days, the Contractor waives the right to dispute the working days or cleanup working days charged in that Notification of Working Day Charges. Notice to the Inspector is not sufficient under this subsection 108.5g.
- (2) If the Contractor disputes the working days or cleanup working days charged because of a Contract Change, comply with subsections 104.8 and 104.10 and identify in the contract adjustment request which working days or cleanup working days the Contract Change has affected. The 10 day notice period in subsection 108.5g.(1) does not apply to working days or cleanup working days disputed because of a Contract Change.
- h. Additional Working Days. Working days will be added to a contract only when SECTION 104 allows additional time and when a written contract adjustment (Change Order) has received final approval.

#### 108.6 CALENDAR DAY AND CALENDAR COMPLETION DATE CONTRACTS (Also, see subsection 108.4.)

- a. The Engineer will issue a Notice to Proceed on the date the Contractor begins work or the date the Contract Documents specify.
- b. Complete all work necessary to open the Project to unrestricted traffic within the calendar days allotted in the Contract Documents or before the calendar completion date expires, including authorized time extensions (if any). Complete all remaining, unfinished contract pay items, subsidiary items, incidental work, extra work, final cleanup, and final punch list within the calendar days remaining (if any), within the days remaining before the calendar completion date expires (if any), and within the Cleanup Time set by the project special provision.
- c. The Secretary will increase the number of calendar days, extend the calendar completion date, or pay the Contractor to accelerate the Project if the Contractor proves one of the following:
- (1) The Contractor is entitled to a contract adjustment under SECTION 104 and complies with subsection 104.10b.
- (2) Unusually severe weather delayed the Project completion as provided in this subsection 108.6.c(2). Unusually severe weather is adverse weather that at the time of year in which it occurred is abnormal for the place in which it occurred. For unusually severe weather to delay Project completion and warrant additional time under subsection 108.6.c(2), the Contractor must have a schedule showing the CIOW and delay to the CIOW at the time of the unusually severe weather. In addition, the Contractor must show unusually favorable weather at other times of the year failed to diminish, mitigate, or overcome the delay caused by the unusually severe weather.
  - (3) An Act of God delayed the Project completion.
- d. The State Transportation Engineer has sole discretion to determine whether to give a time extension or pay acceleration costs under subsection 108.6c.

e. Interim Contract Times. The project special provision may require the Contractor to perform specified work within Interim Contract Times (working days, calendar days, or calendar completion dates) designated in the Project Special Provision.

#### 108.7 COMPLETING WORK EARLY-INCENTIVE AWARD

- a. The Secretary may offer the Contractor an incentive award for completing some or all of the work before the specified hourly periods, working days, calendar days, or calendar completion date expires (incentive award).
- b. Seek no additional money for completing a Project before the Contract Time unless the parties have agreed, in writing, to an incentive award under this subsection 108.7. Seek no additional money for completing parts of a Project before interim Contract Times, unless the parties have agreed, in writing, to an incentive award under this subsection 108.7.
- c. The Contractor may request the Secretary to add an incentive award to a contract. It is in the Secretary's sole discretion to include or add an incentive award to a contract.
- d. The Secretary will pay the incentive award only if the Contractor completes the work early, according to the Contract Documents.

### 108.8 FAILURE TO COMPLETE WORK TIMELY-LIQUIDATED DAMAGES AND DISINCENTIVE **ASSESSMENTS**

- a. If the Contractor fails to complete the work within the Contract Time and within Interim Contract Times, if any, the Secretary may charge:
  - (1) liquidated damages under this subsection 108.8;
  - (2) liquidated damages under a Project Special Provision;
  - (3) a disincentive assessment(s) under a Project Special Provision; or
  - (4) any combination of the foregoing.
- b. Excluding Sundays and legal holidays, the Engineer will charge liquidated damages, a disincentive assessment, or both for each calendar day, or part thereof, that:
  - (1) The Project remains incomplete after the Contract Time has expired.
  - (2) The Project is not open to unrestricted traffic after the Project Open Time has expired.
- (3) The Contractor obstructs the unrestricted traffic flow to perform work after the Project was opened to unrestricted traffic and the Project Open Time has expired.
  - (4) Specified work is not complete after Interim Contract Time(s) expire.
  - (5) The Project remains incomplete after Cleanup Time expires.

If the District Engineer permits the Contractor to work on Sundays or legal holidays during liquidated damages or disincentive assessment periods, the Engineer will charge liquidated damages, disincentive assessments, or both for all Sundays and legal holidays worked, including the Winter Holiday period. The Engineer will not stop charging liquidated damages, disincentive assessments, or both until the Contractor completes the required work unless the Engineer suspends damages under subsection 108.8c.

### c. Exceptions warranting suspension of damages and resumption of damages.

- (1) Extra Work. The Engineer will suspend liquidated damages, disincentive assessments, or both if the Engineer orders extra work after the Contract Time has expired and this work becomes the CIOW, affects the CIOW, or otherwise extends the Project completion time. The Engineer will resume charging and deducting liquidated damages, disincentive assessments, or both when the extra work ceases to be the CIOW, stops affecting the CIOW, or no longer extends the Project completion time.
- (2) Final Punch List. The Engineer will suspend liquidated damages, disincentive assessments, or both on days the Contractor is awaiting a final punch list under subsection 104.21 when the final punch list is the CIOW and the 10 business days allowed to prepare the final punch list has expired.

The Engineer will resume charging and deducting liquidated damages, disincentive assessments, or both on one of the following days, whichever occurs first:

• The day the Contractor resumes the final punch list work.

• The 1st working day after the Contractor receives the final punch list.

• The 5<sup>th</sup> calendar day after the Contractor receives the final punch list if the Contractor had demobilized from the Project.

(3) Specified Winter Conditions.

- (a) Suspension of Damages. On working day, calendar day, or calendar completion date projects, if the roadway is open to traffic and in its final traffic configuration for winter, the Engineer will suspend liquidated damages, disincentive assessments, or both:
- during a Winter Shutdown Period identified in the Contract Documents;

• during a Winter Shutdown Period the parties negotiate;

- once seasonal limitations prevent the Contractor from performing the CIOW on pay items restricted by these limitations such as permanent pavement markings and seeding; or
- when winter conditions prevent the Contractor from making progress on the CIOW for at least 50% of the Contractor's normal work week or winter conditions make it commercially impractical for the Contractor to make progress on the CIOW.
- (b) Resuming Damages after Suspension for Weather Conditions. On working day, calendar day, or calendar completion date projects that have been suspended for weather conditions under subsection 108.8c.3(a), the Engineer will resume charging and deducting liquidated damages, disincentive assessments, or both on whichever of the following days occurs first:
- the day after the winter shutdown period expires.
- the day the Contractor resumes work on its own.
- May 31st of the year following the suspension for weather conditions.

d. Amount of damages.

(1) On working day contracts, the Secretary will determine the amount of liquidated damages using

TA	BLE 108-1: TABLE (	OF LIQUIDATED DAMAG	ES
Original Contract A	Amount Range	Amounts of Liquidated Da Each Day Over Contract or Clean Condition at End of Work Calendar Completion Project Not Complete after Contract Time Expires under 108.4a.(1) or Project Not Open to Unrestricted Traffic after Project Open Time Expires under	Fime, Project Open Time up Time ing Days, Calendar Days,
		108.4a.(2)* (A)	(B)
\$0.00	\$500,000.00	\$800.00	\$400.00
\$500,000.01	\$1,000,000.00	\$1,000.00	\$500.00
\$1,000,000.01	\$2,500,000.00	\$1,200.00	\$600.00
\$2,500,000.01	\$5,000,000.00	\$1,500.00	\$750.00
\$5,000,000.01	\$10,000,000.00	\$2,000.00	\$1,000.00
\$10,000,000.01	\$25,000,000.00	\$2,500.00	\$1,250.00
Over \$25,000,000.01	, , , , , , , , , , , , , , , , , , ,	\$3,000.00	\$1,500.00

<sup>\*</sup>Or Not Available to the Next Contractor, when applicable.

### Application of TABLE 108-1 when Contract Time includes Project Open Time and Cleanup Time:

- Multiply the number of days (under subsection 108.8b.) that the Project was not open to unrestricted traffic after the Project Open Time expired by the amount in (A) to obtain an amount of Liquidated
- Multiply the number of days (under subsection 108.8b.) that the Project was open to unrestricted traffic but not complete after the Cleanup Time expired by the amount in (B) to obtain an amount of Liquidated Damages.
- Combine these 2 liquidated damage amounts to obtain a Total Liquidated Damages amount.
- (2) On calendar day projects, calendar completion date projects, or projects with an Interim Contract Time(s), the Secretary will designate in a Project Special Provision the amount of liquidated damages, disincentive assessment, or both. If a Project Special Provision does not address the amount of liquidated damages, disincentive, or both, apply TABLE 108-1.
- (3) If the Contractor placed temporary rather than permanent striping, the Project will no longer be considered open to "unrestricted traffic" on days the Contractor replaces the temporary striping with permanent striping. If the Contractor placed temporary rather than permanent signing, the Project will no longer be considered open to "unrestricted traffic" on days the Contractor replaces the temporary signing with permanent signing, if the replacement obstructs continuous traffic flow. In either situation, the Engineer will calculate the liquidated damages on these days using the amount in column A of TABLE 108-1.
- e. The Secretary assesses liquidated damages to recover the Secretary's additional engineering costs, administration costs, supervision cost, and inspection costs for the Contractor's failure to complete the work within the Contract Time or Interim Contract Times. The Secretary assesses disincentive assessments to recover some of the public's user costs or other public expenditures that are unique to the Project and caused by the Contractor's failure to complete the work within the Contract Time or Interim Contract Times. The Secretary may combine the liquidated damages and disincentive costs into one amount and label the amount as liquidated damages. These

damages are not considered a penalty but rather as an agreed upon alternative to calculating the actual damages incurred by the Secretary and users for Project delay.

- f. Liquidated damages and disincentive assessments assessed under this subsection 108.8 do not relieve the Contractor from liability for any damages or costs resulting from: claims between Contractors under subsection 105.12, third party claims, and deducts for construction work that failed to meet contract requirements such as asphalt smoothness and erosion control violations, among others.
- g. Permitting the Contractor to continue working after the Contract Time or Interim Contract Times expire does not constitute a contract time extension or prevent the Secretary from declaring a breach of contract under subsection 108.9 for the Contractor's failure to complete work timely.
- h. Nothing in this subsection 108.8 or any Project Special Provision providing for liquidated damages, disincentive assessments, or both prevents the Secretary from declaring a breach of contract under subsection 108.9 for the Contractor's failure to complete work timely.
- i. The Contractor, not the Secretary, shall pay for traffic control during liquidated damages periods, disincentive assessment periods, or both incurred for the Contractor's failure to meet the Contract Time. This provision shall not apply to damages incurred for failing to meet Interim Contract Times.
- j. Administering Damages. For purposes of this subsection 108.8, the term "damages" means liquidated damages, disincentive assessments, or both.

The Engineer will deduct the damages from contract funds owed to the Contractor. If damages exceed contract funds, pay KDOT for remaining damages owed. Issue this payment within 10 business days after receiving notice to pay.

If the Contractor fails to pay, the Secretary may collect the amount owed from the Surety after declaring a breach of contract under subsection 108.9.

The Engineer will continue to assess damages even after the Secretary or Surety takes over the contract after the Contactor's breach. Both the Contractor and Surety are liable for the damages assessed.

Only the Secretary or State Transportation Engineer may waive all or part of the damages. As each situation and project is different, no damage waiver in one instance dictates a future waiver of damages on the same or another project.

#### 108.9 CONTRACTOR'S BREACH OF CONTRACT

- a. Causes for Breach. The Secretary (or State Transportation Engineer) may declare the Contractor has breached the contract if the Contractor:
  - fails to comply with the contract;
  - fails to pay legal judgments within 30 days after the judgment becomes final;
  - assigns contract proceeds to creditors without the Secretary or Surety's consent;
  - becomes insolvent or is declared bankrupt; or
  - commits a fraudulent act on this Project or another project.
- b. Notice and Opportunity to Cure. If the Secretary declares a breach of contract for failing to comply with the contract, the Secretary will notify the Contractor and Surety, in writing, of the breach, specifying the particular cause. Except as provided in this subsection 108.9, the Secretary will give the Contractor and Surety 10 business days to cure the breach by complying with the contract. If the Secretary determines it is commercially or physically impossible for the Contractor or Surety to cure the breach within the 10 business days allowed, the Secretary will determine whether it is in the State's best interest to extend the cure time or to follow through with the breach of contract. The Secretary has sole discretion to extend the cure time. The Secretary's failure to extend the cure time will not give rise to a breach of contract claim, lack of good faith claim, or other claim. The Secretary may give the Contractor and Surety less than 10 business days to cure the failure to perform remedial work timely (see subsection 105.5f.).

#### c. Determination of and Remedies for Breach.

- (1) If the Contractor or Surety does not cure the breach within the 10 business days or any allowed extension, or if the Contractor or Surety has not been allowed to cure the breach, the Secretary will declare the Contractor in breach and remove the contract from the Contractor. After removing the contract from the Contractor and determining which action is in KDOT's best interests, the Secretary may:
  - Hire another Contractor to complete the contract work;
  - Require the Surety to complete the contract according to the original contract terms;
  - Use KDOT forces to complete the contract work; or
  - Employ a combination of the above or other methods to complete the contract work.
- (2) The Secretary, Surety, or third party completing the contract or contract work may appropriate and use all materials on the Project site and all materials paid for and stored off site.
- (3) If the Secretary hires a third party or uses the Secretary's own forces to complete the contract work, the Contractor and Surety are liable to the Secretary for extra costs the Secretary incurs to complete the contract work. These costs include construction costs that exceed the original contract price and administrative costs that rise from the Contractor's breach. The Secretary will deduct these costs from the contract funds. If the costs exceed the amount of contract funds, the Contractor and Surety shall pay the Secretary the deficit. If the costs are less than the contract funds remaining, the Secretary will pay the Contractor or Surety the balance.
- d. Set-off. Nothing in subsection 108.9 prevents the Secretary from exercising the Secretary's set-off rights under K.S.A. 75-6201 et seq.

#### 108.10 OWNER'S BREACH OF CONTRACT

- a. Causes for Breach. The Contractor may assert the Secretary has breached the contract if a Contract Change, act, omission, or combination thereof, for which the Secretary is responsible under the contract, fundamentally changes the scope of the original contract.
- b. Notice. If the Contractor believes the Secretary has breached the contract, give the Secretary notice, in writing, of the breach, specifying the particular Contract Change, act, or omission. Provide this notice within 10 business days after the Contract Change, act, or omission.

This notice is necessary so the Secretary may determine whether to modify, defer, or cancel the contract. If the Contractor fails to give the Engineer this notice, the Contractor waives the right to seek damages, a time extension, or both outside the contract terms and may seek only a contract adjustment under the contract.

#### 108.11 DEFERRING OR CANCELLING A CONTRACT

- a. Reasons for Deferring or Cancelling Contract. The Secretary may defer a contract or cancel a contract for one or more of the following events:
  - Executive orders of the President of the United States of America or Governor of Kansas;
  - National emergencies;
  - Injunctions (temporary restraining orders, preliminary injunctions, permanent injunctions);
  - Other court orders;
  - Major design changes;
  - Site changes;
  - Insufficient appropriations to continue the Contract or make payments for charges under the Contract; Other conditions making deferment or cancellation in the State's best interests.

The Secretary's discretion to defer or cancel a contract exists even if the Contractor has partially or substantially performed the work.

b. Notice. The Secretary will provide the Contractor a written Notice of Deferment or Notice of Cancellation.

c. Deferment. The Secretary and Contractor will enter into a written agreement stating the terms and conditions of deferment. If the parties cannot agree on these terms, the Secretary either will cancel the contract or will keep the original contract in force.

#### d. Cancellation.

- (1) When the Secretary cancels a contract or the remainder of a contract and the Contractor, its subcontractors, or its suppliers did not cause the cancellation, the Secretary will pay the following costs:
  - contract prices for work completed;
  - idle equipment time if the Engineer stops work before the cancellation date;
  - mobilization and demobilization not already included;
  - bidding and Project investigative costs relative to amount of work completed;
  - material costs for materials the Contractor obtained but were not yet incorporated in the work and that the Contractor is unable to sell or return;
  - overhead expenses attributable to the cancelled Project;
  - legal and accounting charges for claim preparation associated with cancellation;
  - idle labor cost if the Engineer stops work before the cancellation date;
  - guaranteed payments for private land usage associated with the Project; and
  - other reasonable costs the Contractor incurs because of cancellation, but excluding loss of anticipated profits.
- (2) Cancellation does not modify or eliminate the Contractor's or Surety's responsibility for the work performed.
- e. Eliminated Items. This subsection 108.11 does not apply to eliminated items which are covered by subsection 104.4 even though the eliminated item(s) causes the Contractor to cancel a subcontract or supply contract.

### 108.12 TERMINATION OF CONTRACTOR'S LIABILITY AFTER NOTICE OF ACCEPTANCE AND **EXCEPTIONS**

#### a. Liability to Secretary.

- (1) The Notice of Acceptance of Contract under subsection 105.16 releases the Contractor and Surety from further liability to the Secretary for:
  - physical construction on the Project (except construction arising out of any breach of warranty, breach of guaranty, latent defects, fraud, or misrepresentation discovered after Notice of Acceptance);
  - physical damage to the Project caused by Acts of God and third parties after Notice of Acceptance (except for physical damage caused by the Contractor's agents, independent contractors, subcontractors at any tier, suppliers at any tier, or a combination thereof); or
  - Maintenance of the Project.
- (2) The Notice of Acceptance of Contract under subsection 105.16 does not release the Contractor and Surety from the obligation to complete final paperwork or to accept cost adjustments for the work performed. Release of these obligations (with exceptions) occurs after Final Payment as provided in subsection 109.9.

#### b. Liability to Third Parties.

- (1) The Notice of Acceptance of Contract under subsection 105.16 does not release the Contractor from liability to third parties for personal injury (including bodily injury and death) and property damage claims associated with the contract and arising out of the negligent acts or omissions of the Contractor, the Contractor's agents, independent contractors, subcontractors at any tier, suppliers at any tier, or a combination thereof. Nothing in this subsection 108.12 extends the Contractor's liability for these claims beyond that established by law.
- (2) The Notice of Acceptance of Contract under subsection 105.16 does not release the Contractor and Surety from liability to subcontractors and suppliers for work performed or materials supplied on the Project. Nothing in this subsection 108.12 extends the Contractor's liability for these claims beyond that established in the contract between the Contractor and subcontractor or supplier or beyond that established by law. Nothing in this subsection 108.12 extends the Surety's liability for these claims beyond that established in the Contract Bond and by law.

# Clean up days

- Only have A damages during clean up days
- Note in diary whether traffic was or was not affected

# Liquidated damage days

- Once clean up days expire
- Can have either A or B damages

# **Notice of Acceptance**

- There are two types of Notice of Acceptance (NOA) form 232
- Partial and Complete

75-43 KA 5492-01 NOA 11-16-20 .pdf

This form is found in Forms Warehouse

- In certain circumstances a Partial NOA is necessary such as cure time for striping on overlays.
- The contractor must sign the Partial NOA.
- The complete NOA is issued as soon as all parties are in agreement of completion of work.
- Make sure to enter the dates in AWP



### KANSAS DEPARTMENT OF TRANSPORTATION

### NOTICE OF ACCEPTANCE

✓ OF CONTRACT	☐ OF PORTION OF CONTRACT				
TO TWIN TRAFFIC MARKING CORP 626 N 47TH ST KANSAS CITY, KS 661023449		CONTRACTOR			
CONTRACT 519102141					
COUNTY Jackson-043 PROJECT NO. U075 -043 KA-54	492-01 /HSIP-A043(119)	NATE C			
TYPE Pavement Marking LENGTH OF PROJE	GROSS				
TICH TOOL CO.	NEW SURFACE TYPE				
DATE CONTRACTOR COMPLETED WORK 5/20/2020					
You are hereby notified that the contract described as follows:					
Pavement Marking					
was accepted on 11/16/2020 and yo of barricades, lights and watchmen, and will be required to perform requirements and the following conditions:	u are hereby relieved of your responsibil				
RECOMMENDED BY:	APPROVED BY:				
Signed by Michelle J Anschutz at 11/16/2020 9:31:30 AM on PC DTA40003	Signed by Anthony S Menke a 4:48:04 PM on PC DTA00023	at 11/16/2020			
Michelle J Anschutz  Area/Construction Engineer	Anthony S Men District Enginee				
LPA	DATE				
This is to affirm that I agree to the acceptance of the portion of the	e contract and to the conditions stated ab	ove.			
CONTRACTOR TWIN TRAFFIC MARKING CORP	and the second s	DATE			
	SIGNED BY				

NOTE: Contractor's signature required only for acceptance of portion of contract. This form to be mailed to the Contractor and to the Bureau of Construction and Materials on the date of acceptance of the project.

# **Notice of Acceptance**

- Railroad projects must also have a NOA issued at the completion of the project.
- Date of work completed and NOA must be entered in Contract Finalization Screen in AWP.
- Area/Project Engineer field must also have date entered.

# Contracts Accepted Not Finaled Report

- An excellent report to see how long it has been since the NOA was issued and where the final is.
- Run this as often as necessary to keep up with finals



# **Status of Projects Report**

- OThis is a good report to run to see what dates have not been entered or updated in AWP
- ODates that are in parenthesis are estimated and need to be updated as the project progresses.
- OA blank space indicates that a date needs to be entered in the AWP Contract Info screen.



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REPORT AS OF 15OCT23

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COMPRIGHT   COMP			PRO IECT#	CONTRACTOR		LENGTH	AM	TNUC	LET DATE	PROCEED		CONST OFFICE
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024   044	 024			523062141 E US-24: BR 084 & BR 085 & B	R RPR 086 &	BR 087,	FR 468	FT E OF THE				
OT   NA-3889-01   S22122141   E REMOVE BR #093 (DRAGOON CR AT POMONA RESERVOIR) 2.66 MI N OF   01/11/2023   01/10/20/23   90.91   55	024			KOSS CONST CO 523062131 E US-24: BR#003 EB OVER MU	GRBR	S1.97	MI	17,730,167.80			0.00	0
075 070 KA-3899-01 SILLOUGH CONST INC GRSU 0.27 MI 522,590.92 12/14/2022 07/17/23 100.00 Emporia Const US75/K31 JCT ON US-75 IN OS CO.  070 KA-3900-01 KILLOUGH CONST INC GRSU 0.64 MI 471,083.32 12/14/2022 07/17/23 100.00 Emporia Const US75/K31 JCT ON US-75 IN OS CO.  070 KA-3900-01 KILLOUGH CONST INC GRSU 0.64 MI 471,083.32 12/14/2022 07/17/23 100.00 Emporia Const US75/K31 JCT ON US-75 IN OS CO.  070 KA-3900-01 SETTIS ASPHALT & CONST INC GRSU 0.64 MI 471,083.32 12/14/2022 07/17/23 100.00 Topeka Const US-75 IN OS CO.  070 KA-3900-01 KILLOUGH CONST INC GRSU 0.64 MI 471,083.32 12/14/2022 07/17/23 100.00 Topeka Const US-75 IN OS CO.  070 KA-3900-01 SETTIS ASPHALT & CONST INC GRSU 0.64 MI 471,083.32 12/14/2022 07/17/23 100.00 Topeka Const US-75 IN OS CO.  070 KA-3900-01 SETTIS ASPHALT & CONST INC GRSU 0.64 MI 471,083.32 12/14/2022 07/17/23 100.00 Topeka Const US-75 IN OS CO.  070 KA-3900-01 SETTIS ASPHALT & CONST INC GRSU 0.64 MI 12,765,754.16 11/16/2022 02/27/23 0.00 Topeka Const US-75 IN OS CO.  070 KA-3900-01 SETTIS ASPHALT & CONST INC GRSU 0.04 MI W OF ELM ST, BR #009 OVER THI 11/30/2022 05/27/23 0.00 Topeka Const US-75 IN OS CO.  070 KA-3900-01 SETTIS ASPHALT & CONST INC GRSU 0.05 MI 802,285.46 08/17/2022 03/13/23 100.00 Emporia Const US-75 IN OS CO.  070 KA-3900-01 SETTIS ASPHALT & CONST INC GRSU 0.05 MI 802,285.46 08/17/2022 03/13/23 100.00 Emporia Const US-75 IN OS CO.  070 SETTIS ASPHALT & CONST INC GRSU 0.05 MI 802,285.46 08/17/2022 08/25/23 100.00 102 09/2	075			522122141 E REMOVE BR #093 (DRAGO)	ON CR AT PO						90.91	55 
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REPORT AS OF 15OCT23

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СО	FEDERAL FUND	CONTRACT				CONTRACT APPROVED	(ESTIMATED)	COMP	WORK DAYS	
	KA-5766-01 FRP	A M COHRON & SON INC			7,691,334.98	07/19/2023 08/03/2023	(02/05/24) (05/01/25)	0.00	•	
STATE	KA-5777-01	PHILLIPS SOUTHERN ELECT CO INC 522086131 E VAR LOC IN: CK, MG, GW, S TR, TH, SH, FI CO			•		03/06/23 (12/31/24)	31.01	445	
089 SN	KA-6122-01 ACNHP	WILDCAT CONST CO INC & SUBS 522022201 E BRIDGE REPAIR. I-70; 70-89	BRRPR 9-361.33(026), 70-8			02/16/2022 03/08/2022	05/16/22 (08/05/24)		•	
089 SN	KA-6128-01 NHPP	PCI ROADS, LLC 522032141 E BRIDGE REPAIR. US-75; B	BRRPR R#206 & #207 OVE	MI R TOPEKA E	2,564,344.26 BLVD APPRO	03/16/2022 04/14/2022	03/28/23 (12/15/23)			
089 SN	KA-6244-01 ACSTP	BETTIS ASPHALT & CONST INC 522032151 E WB/SN CO LI E TO K-4/ I-70		00 MI	3,021,907.38	03/16/2022 04/08/2022	05/01/23 (01/04/24)			
099 WB	KA-6245-01 ACSTP	BETTIS ASPHALT & CONST INC 522032171 E FR K30/US70 JCT N TO END			530,473.17	03/16/2022 04/08/2022	05/01/23 (01/04/24)			
106 STATE	KA-6254-01 ACHSP	COOPER CONST LLC 523012171 E US-24, K-4, K-245 AND US-4			1,180,668.83	01/18/2023 01/26/2023	(04/01/24) (02/15/25)	0.0	Topeka Const 0 190	
STATE	KA-6255-01 ACHSP	522092131 E VAR LOC ON US-75, K-276,	US-56, K-68, K-26				04/24/23 (01/01/24)	66.4	3 140	
056 LY	KA-6398-01 ACNHP	APAC-KS INC SHEARS DIV	3.0OL 4.4					100.0	0 51 — — — — -	
044 JF	KA-6399-01	BETTIS ASPHALT & CONST INC 522026131 E FR 24/237 JCT N TO END C			1,228,247.53		40/05/00		00 25	
070 OS	KA-6585-01 ACSTP	KILLOUGH CONST INC  522082131 E FR LY/OS CL E TO SIDEWA					08/16/23 09/18/23	78.26 78.2	26 23 	
023 DG	KA-6692-01	BETTIS ASPHALT & CONST INC 522096121 E 0.14 MI N OF RD 1100 N TO	OPP SIDE K10 W	B RAMPS B			(05/01/23) (11/15/23)	0.0	Topeka Const	
	CO  CO ABBR  089 SN  106 STATE WIDE  089 SN  089 SN  099 WB  106 STATE WIDE  106 STATE WIDE  106 STATE UIDE  106 STATE UIDE  1070 OS	CO PROJECT#  CO FEDERAL ABBR FUND  089 KA-5766-01 SN FRP  106 KA-5777-01 STATE WIDE  089 KA-6122-01 SN ACNHP  089 KA-6128-01 SN NHPP  089 KA-6244-01 SN ACSTP  106 KA-6245-01 WB ACSTP  106 KA-6255-01 STATE WIDE  106 KA-6255-01 STATE WIDE  106 KA-6398-01 LY ACNHP  044 KA-6399-01 JF  070 KA-6399-01 OS ACSTP	CO PROJECT # CONTRACTOR  CO FEDERAL NUMBER LOCATION  089 KA-5766-01 AM COHRON & SON INC 523072141 E 1-470: BR# 046 LOC 0.21 MIN 520086131 E VAR LOC IN: CK, MG, GW, S TR, TH, SH, FI CO  089 KA-6777-01 PHILLIPS SOUTHERN ELECT CO INC 522086131 E VAR LOC IN: CK, MG, GW, S TR, TH, SH, FI CO  089 KA-6122-01 WILDCAT CONST CO INC & SUBS SN ACNHP 522022201 E BRIDGE REPAIR. I-70; 70-86 SE	CO PROJECT# CONTRACTOR TYPE LENCE  CO FEDERAL CONTRACT NUMBER LOCATION  089 KA-5766-01 A M COHRON & SON INC GRBRS 0.13 SN FRP 523072141 E I-470: BR# 046 LOC 0.21 MI NW OF 10TH ST IN  106 KA-5777-01 PHILLIPS SOUTHERN ELECT CO INC ITS 0.00 522086131 E VAR LOC IN: CK, MG, GW, SN, WB, RL, DP, BR WIDE TR, TH, SH, FI CO  089 KA-6122-01 WILDCAT CONST CO INC & SUBS BRRPR 520202201 E BRIDGE REPAIR. I-70; 70-89-361.33(026), 70-8  NHPP 522032141 E BRIDGE REPAIR. US-75; BR#206 & #207 OVE  089 KA-6248-01 BETTIS ASPHALT & CONST INC MILOV 12.0 SN ACSTP 522032151 E WB/SN CO LI E TO K-4/ I-70 JCT IN SN CO  099 KA-6245-01 BETTIS ASPHALT & CONST INC MILOV 1.90 WB ACSTP 522032171 E FR K30/US70 JCT N TO END OF ROUTE IN WI  106 KA-6254-01 COOPER CONST LLC SG 41.8 STATE WIDE 106 KA-6258-01 CC & I ENGR INC / DBA COMPASS CONSULT SG 120 STATE WIDE 106 KA-6398-01 APAC-KS INC SHEARS DIV S-220, FR, LY, SN, AND WB CO.  056 KA-6398-01 APAC-KS INC SHEARS DIV 3.00L 4.4 JF 522012141 E FR K21/237 JCT N TO END OF ROUTE IN JF CO  070 KA-6398-01 BETTIS ASPHALT & CONST INC MILOV 5.8 COOPER CONST INC SHEARS DIV 3.00L 4.4 JF 522012141 E CSLY CO LIE TO 200 FT W OF RD E5 WHER LY CO  070 KA-6585-01 BETTIS ASPHALT & CONST INC MILOV 5.8 COOPER CONST INC MILOV 5.8 COOPER CONST INC MILOV 6.0 S22086131 E FR 24/237 JCT N TO END OF ROUTE IN JF CO  070 KA-6585-01 BETTIS ASPHALT & CONST INC MILOV 5.8 COOPER CONST INC MILOV 5.8 COOPER CONST INC MILOV 6.0 S22086131 E FR 24/237 JCT N TO END OF ROUTE IN JF CO  070 KA-6585-01 BETTIS ASPHALT & CONST INC MILOV 5.8 COOPER CONST INC MILOV 5.9 COOPER CONST INC MILOV 5.8 CO	CO PROJECT # CONTRACTOR TYPE LENGTH AMC  CO FEDERAL FUND NUMBER LOCATION  O89 KA-5766-01 A M COHRON & SON INC GRBRS 0.13 MI  SN FRP 523072141 E I-470: BR# 046 LOC 0.21 MI NW OF 10TH ST IN SN CO.  106 KA-5777-01 PHILLIPS SOUTHERN ELECT CO INC ITS 0.00 MI  STATE WIDE TRACE SOLUTION SON INC SON I	CO	CO	CO	CO	CO

REPORT AS OF 15OCT23

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STRICT 1	CO	PROJECT#	CONTRACTOR	WORK TYPE L	ENGTH	AMOUNT	LET DATE	NOTICE TO PROCEED	PCT TIME	CONST OFFICE
<u>UTE</u>	CO ABBR	FEDERAL FUND	CONTRACT NUMBER LOCATION				CONTRACT APPROVED	ACTUAL (ESTIMATED) COMPLETION	COMP	WORK DAYS
)	089 SN	KA-6733-01 ACNHP	BETTIS ASPHALT & CONST INC 523032161 E I-470; BR# (056) WB AND (057 EB AND (185) WB AND BR# (1	BRRPR () EB, BR# (06 72) EB IN SN	MI 2) WB AND CO. TIED	1,726,583.59 (063)EB, BR# (184) FO KA 6739-01.	03/22/2023 04/05/2023	07/10/23 (10/30/23)	87.50 76.25	Topeka Const
)	089 SN	KA-6733-01 ACNHP	BETTIS ASPHALT & CONST INC  523032161 E I-470; BR# (056) WB AND (057 EB AND (185) WB AND BR# (1	BRRPR ') EB, BR# (06	MI (2) WB AND	1,726,583.59 0 (063)EB, BR# (184)	03/22/2023	07/10/23 (10/30/23)	76.25	Emporia Const
 '5	070 OS	KA-6736-01	WILDCAT CONST CO INC & SUBS  523056131 E US-75; BR(082), 0.64 MI N OF  BR(084), 2.14 MI N OF CF CO	BRRPR CF CO LI. BF LI. BR(086),	MI R(083), 1 M 3.02 MI N C	N OF CF CO LI.	05/24/2023 06/08/2023 ).	(03/01/24) (10/20/24)	0.00	Emporia Const  145
 5	089 SN	KA-6739-01	BETTIS ASPHALT & CONST INC 523036131 E US-75/I-470; BR#196 OVER S 6733-01.	BRRPR W 10TH ST IN		128,108.55 GTH 0.01 MI. TIED TO	03/22/2023	07/10/23 (10/30/23)	0.00	Emporia Const ) 80
 '5	089 SN	KA-6739-01	BETTIS ASPHALT & CONST INC 523036131 E US-75/I-470; BR#196 OVER S 6733-01.	BRRPR W 10TH ST IN		GTH 0.01 MI. TIED TO	04/05/2023	07/10/23 (10/30/23)	0.00	Topeka Const  80
— — KA 6!	106 STATE WIDE	KA-6913-01	RAISING SOLUTIONS LLC 523046121 E VARS LOC IN AT, BR, DP, JO		0.10 MI , WB, LY AN	•	04/19/2023	06/08/23 (11/06/23)	30.91	Topeka Const
0	023 DG	KA-6977-01	KINGS CONST CO INC 523086131 E SLOPES AT INTERSECTION DG CO		0.10 MI RCHARD F		08/23/2023 10 09/11/2023	(10/16/23) (07/12/24)	0.00	Topeka Const 0 160 — — — — — —
	106 STATE WIDE	KA-6988-01	VANCE BROTHERS INC SUBS  523076141 E JCT K-99 TO LY/OS CO LI IN CITY IN OS CO.		21.75 MI 7/OS CO LI			(07/08/24) (10/15/24)	0.0	Emporia Const 0 25
9	056 LY	KA-6991-01	VANCE BROTHERS INC SUBS 523076131 E JCT K-170 N TO JCT US-56 II		8.86 MI	434,222.72	07/19/2023 08/08/2023	(07/08/24) (10/15/24)	0.0	Emporia Const 0 25
 5	056 LY	KA-7142-01 HSIP	ROADSAFE TRAF SYSTEMS INC 523082131 E FR 500' E OF KTA TOLL PLAZ		5.69 MI 5-50 JCT IN		08/23/2023 09/20/2023	(04/01/24) (07/05/24)	0.0	Emporia Const 0 20 — — — — — —
TE 0	023 DG	TE-0472-02 TA	BETTIS ASPHALT & CONST INC  522102131 E ELM ST TO SANTA FE DEPC  BALDWIN CITY IN DG CO.		0.28 MI T WITHIN			04/04/23 (12/29/23)	75.7	Topeka Const 3 103
0 TE 0	070 OS	TE-0481-01 TA	BETTIS ASPHALT & CONST INC 522102151 E VAR LOC IN OSAGE CITY IN		1.75 M	1,883,138.60	10/19/2022 11/03/2022	05/05/23 (10/15/23)		Emporia Const
										343

ONTRACT STA REPORT AS OF 15OCT23

STRICT	1								DOT	
OUTE	СО	PROJECT#	CONTRACTOR	WORK TYPE	LENGTH	AMOUNT	LET DATE	NOTICE TO PROCEED  ACTUAL	PCT TIME	CONST OFFICE
	CO ABBR	FEDERAL FUND	CONTRACT NUMBER LOCATION				CONTRACT APPROVED	(ESTIMATED) COMPLETION		WORK DAYS
70 TE 0	070 OS	TE-0481-01 TA	BETTIS ASPHALT & CONST INC 522102151 E VAR LOC IN OSAGE CITY IN C		I 1.75 MI	1,883,138.60	10/19/2022 11/03/2022	05/05/23 (10/15/23)	00.00	Topeka Const
 23 TE 0 <sup>,</sup>	023 DG	TE-0497-01	KANSAS HEAVY CONST LLC 522062101 E 10TH ST FR CHURCH ST TO F			1,824,521.88 ( OF EUDORA IN DG C		09/12/22 (12/29/23)		Topeka Const ) 99
 89 TE 0:	089 SN	TE-0505-03	KANSAS HEAVY CONST LLC  523052181 E TYLER ST FR PARAMORE ST  ST TO SOLDIER CR			415,272.50 VADDELL ST FR TYLEI		09/05/23 (12/30/23)	36.0	Topeka Const  ) 50
 89 C 50;	089 SN	C-5033-01 HSIP	J WARREN CO INC 523094151 E TOPEKA BLVD AT 57TH, UNIV COUNTY.			1,759,278.50 SBY DRIVE IN SHAWN				Topeka Const  ) 95
 56 C 51 <sup>,</sup>	056 LY	C-5145-01 STP	KING CONST CO INC AND SUBS 523024131 E 3.5 MI S & 3.0 MI E OF AMERIC			797,974.00 SOME CREEK.		(11/01/23) (08/30/24)	1.00	Emporia Const
 70 C 51,	070 OS		KING CONST CO INC AND SUBS 523094131 E 0.5 MI S AND 4.0 MI E OF VAS			1,260,666.80 IN OS CO.	09/20/2023 10/06/2023		0.0	Emporia Const  0 120
 89 C 51	089 SN	C-5147-01 STP	KING CONST CO INC AND SUBS 523034141 E 2 MI E OF ELMONT OVER INC		RS0.05 M	878,003.48	03/22/2023 04/05/2023	05/01/23 10/06/23	0.00	Topeka Const 0 0

# Field Construction Reports List

 Refer to this list as a handy reference as to where the form is located and how it should be submitted



		<b>KDOT Forms Information</b>	Assissa / Domandes
Number	Name	Location	Action/Remarks
	Certification as to Completion of Work	Forms Warehouse	Route through work flow
	Affidavit of Contractor	Forms Warehouse	Print only do not route
	Plan Review Questionnaire	Forms Warehouse	Print only do not route -
$-\frac{273}{277}$	Contractor Review Questionnaire	Forms Warehouse	Route through work flow  do not use form in forms warehouse   (CM5 Covers This)
	Recap of working days	CMS	do not use form in forms warehouse
	Project Completion Certification	Forms Warehouse	Print only do not route
	Certified Inspector Review Questionnaire	Forms Warehouse	Route through work flow
270	DBE Payment Affidavit	Forms Warehouse	Print only do not route (Must be Notorized)
235	(???)	Local Projects	You must get this form from Local Projects
255		Forms Warehouse	For a Partial NOA Print only for contractor's signature
232	Contract Notice of Acceptance		For Final NOA Route through Workflow -
104	Borrow/Waste Area Approval Request	Forms Warehouse	Print only do not route
206	Temporary Suspension of Work	Forms Warehouse	Print only do not route
209	Wage Rate Interview	Forms Warehouse	Print only do not route
209 209s	Spanish Wage Rate Interview	Forms Warehouse	Print only do not route -
214(2007)	Force Account Statement of Extra Work	Forms Warehouse	Must print, Cannot be routed
214(2007)	Price adjustment worksheet	Forms Warehouse	noute through workflow USE Exce Spreadsheet.
217	Log of Pile Driving	Forms Warehouse	Must print, Cannot be routed
217	Storm Water Pollution Prevention Schedule	Forms Warehouse	Print only do not route—
221	Advance Request	Email	There is a form in forms Warehouse but email is faster and easier —
223	Project Info Sheet for Contractor Construction Staking	Forms Warehouse	Print only do not route -
231	Contractor's weekly Employee Training Report	Forms Warehouse	Print only do not route ( Filed out by Contractor)
242	Adjustment for HMA Smoothness	Forms Warehouse	277727 Print only do not rate (Fical Spreadshoot
250	Erection Supervisor Qualification	Forms Warehouse	Must print, Cannot be routed —
259 (2007)		Forms Warehouse	Must print, Cannot be routed
260	Subcontractor Affirmative Action Requirement	Forms Warehouse	Print only do not route - (F. Wed out by Contractor)
290	Report of Accident Investigation	Forms Warehouse	Route through work flow
299	Final acceptance of Federal Aid Project	Forms Warehouse	Route through work flow —
344	Agreement for Highway Maint Construction Easement	Forms Warehouse	??????
683	Asphalt Seal Design	Forms Warehouse	Print only do not route
694	Concrete Mix Design -General Information	Forms Warehouse	??????
	Request for Trainee Approval	Forms Warehouse	Print only do not route - (F. Med out by Contractor)
1002	Certificate of Subcontractor Work and Payment	Forms Warehouse	Print only do not route - (filed out by (mtractor)
1010	SWPPP Forms	Forms Warehouse	Print only do not route

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# **Project Items Check List**

project items check list.pdf



# PROJECT ITEMS CHECK LIST

Project No.\_\_\_\_

	Action Required	Action Completed	Form No	Action or Form Name	Responsible for work
1.				Obtain plans, proposals and cross sections from the Construction Office.	Project Manager and/or Inspector
2.			-	Check the quantities on the contract plans.	Project Manager and/or Inspector
3.			•	Make out field books	Project Manager and/or Inspector
4.				Review section II of the KDOT construction manual.	Project Manager and/or Inspector
5.				Complete a general review of the plans, proposals and cross sections and review project site.	Project Manager and/or Inspector
6.				Obtain a copy of the CMS materials report from the Office Coordinator or CMS Technician.	Project Manager and/or Bookkeeper
7.				Obtain a laptop PC from the Office Coordinator or CMS Technician and load project data.	Project Manager and/or Bookkeeper
8.				Format disks to be used for data transfer to the area machine and daily backup, (M,W,F)(T,Th,S).	Project Manager and/or Bookkeeper
9.				Review the CMS Materials Report and mark material items which will not be required	Project Manager
10.				Review the CMS Materials Report for basis of acceptance of primary and component materials.	Project Manager
11.				Create a list of required material certifications to presented to the contractor at the precon. conference.	Project Manager
12.			259 & 260	Send a letter to the successful bidder to advise him who to contact to schedule preconstruction conference, include copies of breakdown of trade wages. Include copies of KDOT forms no. 259 and 260, request for approval of subcontractors.	Office
13.					
14.					

#### **Required Submittals from Contractor**

(Office will give copies to the Project Manager) Names of all material suppliers with a list of their respective 1. materials. Name and telephone number of project superintendent 2. including after hours number. Name and telephone number of those responsible for traffic 3. control, including after hours number. Mix design information. (concrete, bituminous, etc.) 4. Concrete Admixtures (see Special Provision 90M-30-R2) & 5. trial batches. Process control plan. 6. Electronic fund transfer, (estimate payment), if desired. 7. SWPPP Plan from Contractor 8. Drill Shaft Plan. 9.

#### **Preconstruction Meeting List**

J		•		8	
1.	Forms Required	Forms Completed	Form No. 259 & 260 & 1002	Contractor should submit the following items: Progress work schedule, safety plan, EEO plan, breakdown of trade wages forms, KDOT forms 259 and 260, If not previously submitted, quality control plan, details and locations of borrow areas, construction details and locations of haul roads, details and locations of waste areas. Submit form 1002, request for approval of trainees Highway. If applicable, a letter requesting Bi-monthly pay estimates, a letter and invoice for the payment of contract bond if	
				applicable. A request for electronic payment of estimates.	
2.				Review project evaluation form.	Project Manager
3.				Check file copies of environmental permits.	Project Manager
4.				Review Erosion control plan.	Project Manager
5.				Review Drilled Shaft plan.	Project Manager
6.				Talk to contractor about section corners and quarter section points that will be disturbed.	Office and Project Manager
7.				Inform the prime contractor of what is require for the project bulletin board.	Office
8.				Record the minutes of the Preconstruction meeting.	Office

9.			Write press release and notify District PAM	Office
10.		•	Complete Alert Bulletin	Office
		Pro	ject Started	
1.			Submit for approval contractor borrow and/or waste areas, (cross section if applicable.)	Project Manager and/or Inspector
2.			At least one month before construction of drilled shafts insure that the contractor has submitted a drilled shaft installation plan.	Project Manager and/or Inspector
3.			Sample soil from borrow area and submit to regional materials lab for standard proctor & atterburg limits.	Project Manager and/or Inspector
4.			Enter all test results and pay quantities (at a minimum of weekly.)	Project Manager and/or Inspector
5.			Insure that all survey information is turned in to meet specification which should include that the section corners have been referenced	Project Manager and/or Inspector
6.		258	Check with CMS technician /Office Coordinator to insure that notice to proceed has been issued.	Project Manager
7.			Check with CMS technician/Office Coordinator to insure that all subcontractors for the project have been approved.	Project Manager
8.		258A	Notify the CMS technician/Office Coordinator of work starting this date, same day work begins. Notice of Work Starting	Project Manager
9.			7 days in advance of the work, submit any information concerning road closures, lasting for more than one day to the Construction Office.	Project Manager and/or Inspector
10.			Submit weekly: data transfer disk	Project Manager and/or Bookkeeper
11.			Submit daily to the Construction Office: Lane closures or traffic control changes for the next days work prior to 3:30 PM.	Project Manager and/or Inspector
12.			Submit Bi-monthly: Data transfer disk containing template data, which has been checked against field books for contractor pay estimates.	Project Manager and/or Bookkeeper
13.			Check contractor bulletin board to insure conformance with special provisions.	Project Manager and/or Inspector
14.			Videotape designated haul roads that were submitted at the preconstruction conference.	Project Manager and/or Inspector
15.			Check to insure that the contractor has submitted an information sheet (information on surveyor) to the office.	Project Manager and/or Inspector

16.			Check certified payrolls <b>weekly</b> for both the Prime and sub-contractors.	Project Manager and/or Inspector
17.			Submit to Office reports for trainee hours.	Project Manager and/or Bookkeeper
18.		209	Conduct wage rate interviews, one per quarter, per contractor or sub-contractor.	Project Manager and/or Inspector
19.		_	Enter test reports, as certifications are received, of materials used to complete the Contract Materials Report Final.	Project Manager and/or Inspector
20.		_	Review Contract Materials Report @25%, 50%, 75%, or 20%, 40%, 60% complete to insure that it is accurate and up to date.	Project Manager and/or Inspector
21.		217	Submit as required: Log of Pile	Project Manager and/or Inspector
22.		-	Submit as required: verification samples, i.e., Lime, Thermo plastic fly ash, pavement marking beads, re-steel, cement, ect.	Project Manager and/or Inspector
23.		-	Check segregation of bituminous material.	Project Manager and/or Inspector
24.		•	Begin a punch list for items requiring the contractor's attention at the end of phase or completion of project.	Project Manager and/or Inspector
25.			Record the completion date of pavement marking installation.	Project Manager and/or Inspector
26.			Insure punch list item work is completed.	Project Manager and/or Inspector
27.		232	Have the project reviewed by the Engineer for issuance of Notice of partial acceptance or, Notice of Acceptance.	Project Manager
28.		290	Submit form no. 290 for all accidents in the work zone.	Project Manager and/or Inspector
29.			Check the percent of work completed against the percent of time completed. See sect. 108.04, Std. Spec.	Project Manager and/or Inspector
30.			As project progress fill out project evaluation form.	Project Manager
31.			Check on QC/QA price adjustment during the contract.	Project Manager and/or Inspector
32.		242B or 242C	Check smoothness recap when complete.	Project Manager and/or Inspector
33.		266	Complete Earthwork Computations	Project Manager and/or Inspector

34.			On projects with full federal oversight the FHWA must be notified of major changes in contractor.	Office and Project Manager	
35.		•	Deduct liquidated damages as soon as incurred, with approval of the Bureau of Construction and Maintenance.	Project Manager and/or Inspector	
36.		-			
37.		•			
		Finali	ng the Project		
1.			Establish the final quantities for each contract item.	Project Manager and/or Inspector	
2.			Enter comment into field documentation for all lines that are zeroed by change order.	Project Manager and/or Inspector	
3.			Write final change orders for the project based on final quantities and submit to Construction Office.	Project Manager and/or Inspector	
4.		292	Complete Price adjustment for Bituminous material on project. (IF QC/QA project only need this form for the Commercial Grade Material, i.e.: Class A or Class B)	Project Manager and/or Inspector	
5.			Insure that the computations and recaps are submitted with the change orders.	Project Manager and/or Inspector	
6.			Balance Materials Report Final based on final change order quantities.	Project Manager and/or Inspector	
7.			Insure that the contractor has submitted all staking notes per Std. Spec.	Project Manager and/or Inspector	
8.			Pay final estimate quantities at the time of change order approval.	Project Manager and/or Inspector	
9.		47	FHWA-47, Submit within 180 days of final acceptance	Office	
10.			Review pavement marking at the end of the 180 day evaluation.	Project Manager and/or Inspector	
11.		232	Issue Notice of Acceptance forms to District Office.	Office	
12.		Std. 77	Std. Form no. 77, Tax exempt projects	Office	
13.		220	Certification of Completion of work.	Office	
14.		222	Affidavit of contractor	Office	
15.		265	Recapitulation of working days. (Projects under disincentive.	Office	
16.		270	DBE Affidavit.	Office	
17.		276	Certified inspector review, (LPA only).	LPA Coordinator	

18.			277	Complete Contractor Review Questionnaire	Project Manager			
19.				Complete As-Built Plans	Project Manager and/or Inspector and/or Surveyor			
20. 1				Letter of certification of acceptance tests.	Project Manager			
21.				Deviations and Exceptions report.	Project Manager			
22.				When 657 form from the District Engineer is received, archive the project off of the area machine and submit files and field books to the district office.	Office, Project Manager & Bookkeeper			
COMPLETION OF PROJECT								
1.			299	Forms 299 shall be submitted when all items are complete.	Office			
2.			235	LPA Projects - Complete Project Related Items Checklist	LPA Coordinator			
3.				In-depth inspection reports for all new or repaired bridges.	Office and/or Project Manager			
4.				Submit completed project rehabilitation form.	Office and/or Project Manager			
5.								
6.								

## Finaling a project

- First item to check is that all change orders and sub contractors are approved, and all acceptance dates entered
- The sub contractors should be approved before the project starts, if the change orders are not approved then finaling will not be able to start until they are

### Finaling a project

- Once the change orders are approved the contract dollar amounts need to balance
- The original contract amount minus/plus the change orders should equal the voucher total
- Contract information screen
- Contract Semi-final checklist



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Project #	 Contract #			
Contractor:	Project Type:			

			Prime Contractor: Project Type:
Number	Area	District	Item to be reviewed
1			Contract Balances (Stored Materials and Contract Bond are Co'ed to Zero)
1.01			Contract Balances (Awarded + CO's = Current)
2			All required dates are entered in AWP (NTP, Worked Started, Work Complete, NOA, etc.)
2.01			All Actual Complete dates are added to the all CCD Contract Times (Site Times 1 and 4)
3			Diary Checks - There are diaries for every day the project is not suspended
3.01			Diary Checks - Time charges started on the NTP Date
3.02			Diary Checks - Time charges end on the Work Completed date
3.03			Diary Checks - NOA date entered
3.04			Diary Checks - Diaries are clear on why time was charged or not charged
4			Working Days (WD) have been charged according to Specifications
5			Clean Up Days (CUD) have been charged according to Specifications
6			Diaries are clear if traffic was restricted or not restricted during Clean Up Time (In accordance with unrestricted traffic
			definition in Section 101 of Specifications)
7			Calendar Completion Date(s) have been charged according to Work Schedule and final completion date in AWP
8			Calendar Day(s) have been charged according to Work Schedule
9			Liquidated Damages (LD) have been charge according to Specifications
9.01			- Liquidated Damages are the correct rate in accordance with Special Provision
9.02			- Liquidated Damages are charged on Estimates
9.03			- If TC paid eada, need email stating that TC was not paid during LD Days
9.04			-Disincentives/Incentives have been charged according to Specifications
10			Working Day Recap Report matches what is charged in AWP
11			Computations have been provided for previously approved tentative quantities
11.01			Computations have been provided on items paid plan but require comps (Patching, sediment removal, concrete surface
			repair, etc. see Construction Memo dated 2/13/20)
12		ļ	Falsework Inspection Invoices have been checked and submitted (Prior to Sept 2020 letting)
13			All Subcontractors Payments are posted in AWP-CRL
14			All Contractor and Subcontractor Payrolls are entered in AWP-CRL and approved
15			All Subcontractors are Approved (including all subs listed in the diaries)
16			All Change Orders are Approved or Voided and CO Pending amount = \$0
17			All Items are marked complete
18			Contract required adjustments have been made (Fuel, Asphalt Price Adj., etc.)
18.01			- Fuel Adjustment (Form 216) or auto generated in AWP (15-01008-R)
18.02			- Asphalt Price Adjustment (HMA or Asph. Price Adjust. Spreadsheet) (15-01009-R)
18,03		ļ	- Emulsified Asphalt Price Adjustment (Emul. Price Adjust. Spreadsheet) (15-01010)
18.04			- Aggregate Price Adjustment (Form 292) (15-06010-R)
18.05		<u> </u>	- Surface Recycle Pay Adjustment (HIR Penalty Spreadsheet) (605)
18.06		ļ	- Asphalt Pavement Smoothness (Form 242) (15-06006-R)
18.06			- Asphalt Air Void Pay Adjustment (HMA Spreadsheet) (15-06007-R)
18.07		ļ	- Asphalt Density Pay Adjustment (HMA Spreadsheet) (15-06007-R)
18.08		<del> </del>	- Asphalt Binder Pay Adjustment (RCI Spreadsheet) (15-09006-R)
18.09		ļ	- RAP Disincentive (15-06007-R)
18.10		<u> </u>	- Grinding Surface Smoothness (Form 242) (838)
18.11			- Concrete Pavement Smoothness (Form 242) (503) - Concrete Pavement Composite Pav Adjustment (PCCP Spreadsheet) (501)
18.12		ļ	
18.13		-	- Concrete Pavement Thickness Deficiency (Non QC/QA) (502)
18.14		<del>                                     </del>	- Stormwater Compliance Disincentive Assessment (15-09002-R)  Estimate checks - Run the Semi Final estimate, do not approve before checking these things (Est should be \$0)
19			-All exceptions are resolved or acknowledged (should only be Payroll & Time Exceptions (if in LD's)
19.01		-	-All exceptions are resolved or acknowledged (should only be Payroll & Time Exceptions (in In ED 5)  -All contract adjustments are correct and charged correctly
19.02		<del> </del>	-All contract adjustments are correct and charged correctly -Run the Paid Items List with Adj Report in Reports Portal for the Semi Final Est and check the following:
19.03		-	
19.04		<del> </del>	-Contract Quantity and Accum Pay Quanities match -Non-Participating Items are paid correctly
19.05			-Non-Participating Items are paid correctly  -Make sure Grand Total matches matches Current Contract Amount
19.05	* *************************************	<del> </del>	-Make sure Grand Total matches matches Current Contract Amount  -Approve Semi-Final Estimate at Area (Contractor Signature not required)
19.06		<del> </del>	Final Deviation Materials Report checked and correct submitted with this Semi-Final checklist to District
20			Matl and AA's - Area date filled in when Final Paperwork sent to District

<sup>\*\*\*</sup>District needs to be doing all these check and once they are done the Semi-Final Estimate needs approved and the Matl and AA's - District date needs filled in. Then email the Deviations Report and this checklist to KDOT.ConstructionAdmin@ks.gov

I verify that the above noted items have been checked by myself in detail and comply with contract requirements, specifications and special provisions.

	Name of Construction Engineer/Manager, FEA or AE *
Date	Name of Construction Engineer/Manager, FEA of AC
* Cannot be delegated to others	
	Signature of Construction Engineer/Manager, FEA or Af
Date	Name of District's Responsible Person
	Signature of District's Responsible Person

Revised 7/27/23

### FINAL PAY VOUCHER CHECK LIST

PROJECT NUMBER		DATE	В	SY			
CONTRACT NO.							
	YES	NO	N/A F	Remarks			
1. BALANCE CONTRACT *							
2. LIQUIDATED DAMAGES							
3. SIGNS PAID FOR							
DURING LIQUIDATED							
DAMAGES							
4. FUEL ADJUSTMENT							
5. DEFICIENT PAVEMENT							
6. CONCRETE PAVEMENT							
TRUENESS							
7. BITUMINOUS							
PAVEMENT TRUENESS							
8. AGGREGATE PRICE							
ADJUSTMENT	<u> </u>						
9. PILE CUT OFF /							
SPLICES							
10. BOND ON VOUCHER **		<u> </u>					
11. MOBILIZATION A UNIT							
OF ONE (NOT	1						
PERCENT)		<u> </u>					
12. NON-PART ITEMS	1	1					
RECAPS							
13. FHWA 47 (TO BE							
SUBMITTED BY							
SIX MONTHS AFTER							
ACCEPTANCE)							· · · · · · · · · · · · · · · · · · ·
<ol><li>14. COMPS COMPLETED</li></ol>							
AND SENT IN							
15. FINAL PAPERS	l	1					
RECEIVED FROM							
CONTRACTOR							
16. DEFICIENCY REPORTS							
COMPLETE							
17. AS-BUILTS COMPLETE							
18. REHABILITATION							
REPORT COMPLETE							
			1 0==	000	I OTO 7	70 1	FHWA 47
REQUIRED FORMS: 2	270 275	276	277	292	STD 7	0	LEIAAV 41
GENERAL REMARKS:							
GENERAL INLINATIO.							

<sup>\*</sup> CHECK CONTRACT INFO 1 SCREEN TO SEE IF CURRENT CONTACT AND GRAND TOTAL ON LAST INTERMEDIATE OR FINAL ARE THE SAME.

<sup>\*\*</sup> F-8 DOWN THRU LINE ITEMS TO SEE IF CONTRACT BOND OR STORED MATERIALS IS SHOWN AS ZERO QUANTITY BUT WITH A UNIT PRICE. (Make sure it is zeroed out.)

# Finaling a project

- Check the nonparticipating items to make sure they are marked
- Nonparticipating items are usually identified by a memo from Construction & Materials
- Then cut an intermediate estimate and follow this estimate with a final
- It is good practice to have the final estimate \$0. This is because if there is something incorrect with the paperwork the contractor is not required to wait for payment
- If the contractor owes KDOT, make this the final estimate



## Finaling a project

- Send the final estimate and DOT Form 222 (Affidavit of Contractor) Form 222.pdf
- and DOT Form 270 (DBE Affidavit) to the contractor
   Form 270.pdf
- When these are received back, make sure dates are entered in AWP and final papers may begin



### Kansas Department of Transportation DBE Payment Affidavit

Distribution; Office of Civil Rights- 1 Copy Bureau of Construction and Maintenance- 1 Copy DOUGLAS-023 10 County: State Project No.: Contract No.: 520042121 Federal Project No.: HSIP-A363(408) hAMM Inc. Prime Contractor: **DBE AMOUNT** DBE BID LINE ITEM **DBE FIRM AMOUNT** EARNED NAME PERFORMED The undersigned swears under penalty of perjury that the above statements are true and correct. The undersigned agrees to provide Kansas Department of Transportation with the actual checks to verify payment, when requested. Contractor's Authorized Representative or Owner Subscribed and sworn before me this \_\_\_\_\_\_, 20 \_\_\_\_\_, Notary Public: \_\_\_\_\_ Commission Expires: \_\_\_\_\_

#### Instructions

This form is required on every KDOT project. The form is to be completed by the prime contractor and submitted to the KDOT construction office. The construction office will submit one copy to the Bureau of Construction and Maintenance with the final estimate. A second copy is to be submitted separately to the Office of Civil Rights.

List each DBE firm separately.

If a DBE goal was established on the project, under DBE bid amount use the amount written on form 7-19-80-R7 at the time of bid.

If no DBE goal was established on the project, under DBE bid amount use "none".

Under DBE amount earned list the total amount actually paid to the DBE, including underruns and overruns and additional work.

Each form must be notorized.

The statements made on each form are subject to verification by KDOT or FHWA personnel.

Rev. 01-2014

D.O.T. FORM No. 0270

#### KANSAS DEPARTMENT OF TRANSPORTATION

### AFFIDAVIT OF CONTRACTOR

Project	<u>U040-023 KA-3634-08</u>	•
Type	Intersection Improvement	
County	Douglas	
Wa wages.  In indebted of the prout the properties the prout the p	ges Paid -I hereby certify that wages paid on the above produced by the government of the government o	oject were not less than those shown in the contract as minimum erning specifications for this contract, I hereby declare that all used, or consumed in connection with or in or about the construction s, and similar items used or consumed and used directly in carrying of the declare that the Secretary of Transportation of the State of which he may have suffered or been held responsible for, by reason age in the performance of said contract, whether by said principal,
	Respectfully,	HAMM INC
		Contractor
	By	
	- <b>,</b>	Title
	E OF KANSAS, COUNTY OF	
(	On the day of , before me person	ally appeared
known	by me to be the contractor on above project and being duly	y sworn stated that the above statements are true and correct.
	My commission expires	
	Notary Pub	lic
. <b>(</b>	(Seal)	
	RELEASE ON FINAL ES	STIMATE BY SURETY
In	a compliance with Subsection 109.9 of the governing speci	
	LIBERTY MUTUAL	INSURANCE COMPANY
as sure	(Name of Bonding Com ty hereby releases for payment the final estimate on the a	
	Attorney-in	n-Fact

Attorney-in-Fact (Seal) Rev.12/2015

Contract <u>520042121</u>

- These are forms required after the final estimate is received back from the contractor
- Forms required are based on project funding (state or federal) and whether it is a city or county job



- Example (State) Finals checklist(Earl's) revised A1.doc
- Forms that will be required for all projects
- DOT 220
- DOT 222
- Deviations Report
- DOT 270
- DOT 277
- These are the forms that will be required for all state funded jobs. Additional forms may be submitted depending on the requirements of the special provisions (Pavement smoothness, Price adjustment for Bituminous Aggregate, etc.)



- Example (County)
- County or Urban projects (C,N,or U)
- OSTD 77 (if required by special provision (07-01004)
- **ODOT 275**
- **ODOT 276**
- **O**DOT 270
- **ODOT 235**
- ◆These are the forms that will be required for all of these jobs. Additional forms may be submitted depending on the requirements of the special provisions (Pavement smoothness, Price adjustment for Bituminous Aggregate, etc.)



- Example (Federal)
- Federal funded projects (not C,N or U projects)
- DOT 275
- DOT 277
- DOT 270
- These are the forms that will be required for all of these jobs.
   Additional forms may be submitted depending on the requirements of the special provisions (Pavement smoothness, Price adjustment for Bituminous Aggregate, etc.)

## Final papers

- Examples of other project related forms
- DOT 265
- DOT 242
- DOT 292
- DOT 299



# Final papers

- Forms Warehouse
- •Search for forms by either name or number



#### **AWP Area Finals Checklist**

P	ro	į	ec	t	#

Co	ntra	ct#
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Number	Mark Box	Item to be reviewed
1		Other Contract in Final or Audit Status (Utilities, Inspection, etc.)
2		Survey Books and As-Builts received
3	70-500	All issues that were found on the semi-final estimate checks have been resolved
4		Semi-Final estimate has been fully approved
5		Final Deviation Materials Report checked and submitted
6		DBE Affidavit (Form 270) includes all DBEs on project and is filled out correctly (2 copies)
		Sales Tax Exemption (Form STD-77) is included if project is sales tax exempt. (2 copies) -needs
/		completed on all projects even if no dbe's
8		Affidavit to Contractor (Form 222) is notarized and surety has signed and sealed (2 copies)
9		Certification of Completed Work (Form 220) submitted through workflow
10		Contractor Review Questionnaire (Form 277) submitted through workflow
11		Inspection Review Questionnaire (Form 277A) sent to contractor
12		Certified Inspector Review Questionnaire (Form 276) submitted through workflow
13		Generate Final Estimate, but do not approve until 13.01 and 13.02 are done.
13.01		All exceptions are resolved or acknowledged
13.02		All contract adjustments are correct and charged correctly
13.03		Area Approval of Final Estimate
13.04		Contractor Approval of Final Estimate
14		Final to Contractor Date filled in when Final Paperwork sent to Contractor
15		Final to District date filled in when Final Paperwork sent to District

#### **AWP District Finals Checklist for Dates and Approvals**

Number	Mark Box	Item to be reviewed
1		District Approval of Final Estimate once all other checks are done
2		District Approval of Certification of Completion of work (Form 220)
3		District Review off the Contractor Review Questionnaire (Form 277) through workflow
4		Dist Review off the Certified Inspector Review Questionnaire (Form 276) through workflow
5		Final to Topeka Date filled in when Final Paperwork sent to Topeka

I verify that the above noted items have been checked by myself in detail and comply with contract requirements, specifications and special provisions.

Date	Name of Construction Engineer/Manager, FEA or AE *
* Cannot be delegated to others	
	Signature of Construction Engineer/Manager, FEA or AE
Date	Name of District's Responsible Person
	Signature of District's Passagnible Parson

<sup>\*\*\*\*</sup>If the project is let on or after January 2021 then paperwork can be submitted electroncally but the Surety stamp needs to be legible. Bureau will need these submitted as PDF attachment via email to the KDOT.ConstructionAdmin@ks.gov email group.

#### DISTRICT ONE SEQUENCE FOR COMBINING CMS PROJECT FILES

Completed CMS project files from area and district are to be combined by the area offices and assembled in the following order, starting with the first item (contract) on the bottom of the file and Archive Disks on top. This is a comprehensive checklist, which lists all KDOT forms, reports, agreements, etc., which will be kept for a CMS project. Any particular project file being sorted may or may not contain all of the items listed below. Check off those items, which are in the sorted and sequenced file.

Form No.	DESCRIPTION
	Preconstruction-related Items
Contract _	Entire proposal, including all special provisions, unit prices and identification of DBEs
402	Project request
_	Geology reports
_	Right-of-way descriptions
1303	Right-of-way clearance/utility arrangements
	(Project) Agreement (No)
	(Project) Supplemental Agreement(s) Number(s)
_	Contract for Federal Aid Construction Engineering (Force Acct. Agreement) Date
	Pre-bid Conference Notes

#### DISTRICT ONE SEQUENCE FOR COMBINING CMS PROJECT FILES

#### **Contract Administration-related Items**

259		Approval of sub-contractor
258		Notice to Proceed
258A	sin ro	Notice of Work Starting
	MWV.	Correspondence (arranged chronologically, latest on top)
206		Authority for Temporary Suspension of Work
206A		Notice of Work Resuming
226		Change in Plans & Construction (signed by contractor with supporting papers in chronological order, latest on top)
1001		DBE On-site Review
1002		Request for Trainee Approval
231		Weekly Trainee Reports (for each slot unless shown on CMS)
USDOL1444		Additional Classification and Wage Rate Request
209		Wage Rate Interviews
		Weekly Contractor Verification Forms
217		Log of Pile Driving
242		Daily Profilograph Report
290		Report of Accident Investigation
		Catalog Cuts
	gattant or a constant of the c	Hard Copy Certifications C, D & E

#### DISTRICT ONE SEQUENCE FOR COMBINING CMS PROJECT FILES

#### **Final Contract-related Items**

232	Notice of Acceptance (portion of project)
232	Notice of Acceptance (entire project)
220	Certification as to Completion of Work (signed by contractor)
211	FINAL Contractor's Payment Voucher (signed by contractor)
275	Plan Review Questionnaire
276	Certified Inspector Review Questionnaire
277	Contractor Review Questionnaire
235	Project-related Items Checklist
270	DBE Payment Affidavit
FHWA-47	Contractor's Statement of Materials & Labor
STD-77	Project Completion Certification
222	Affidavit of Contractor
657	Letter of Certification by District Engineer
	Deviation Report/Exemption
299	FINAL Acceptance of Federal Aid Projects Constructed under Exempt Oversight
	Archive Disks (Place disks in a 6" x 9" manila envelope with 2 holes Punched. Label the front of the envelope with the Contract and Project Number
	Payrolls, asphalt and concrete tickets, profilograph traces, etc. are to be kept at the respective construction offices until five (5) years after the final vouchers are paid.
	Bundle files into one folder no greater than 2". If greater, evenly distribute the files into multiple folders. Label each folder with its project and contract number and number the files appropriately (1 of 1). Wrap twine in both directions around the files to hold them together. Then submit them to district with a transmittal letter listing the project and contract number.

## **Combining Files**

- When projects are complete and in final status in AWP, project records will be sent to District for storage.
- All area files & district files pertaining to each project will be combined.
- Field books, survey books, and tickets will also be stored at the District.
- Procedure



### Who to call...

- Encumbrance Increase
  - Fiscal Services (785) 296-3216
- AWP Contract Side & Materials
  - Bureau of Construction & Materials (785) 296-3576



### Who to call...

- Consultant Agreements
  - Bureau of Local Projects (785) 296-3861
- Railroad Agreements
  - Bureau of Design, Coordinating Section (785) 296-3549

### Who to call...

- Unapproval of Pay Estimates
  - Bureau of Fiscal Services (785)296-3545
- Trainees
  - Office of Contract Compliance (785) 296-7940



### **Disclaimer**

 Every District/Area has their own specific way of running the office – please check with yours to see how they want these things handled.

### Review

- Forms Know what forms are needed and when and how they are processed
- Indexes Know where to find them and how they are applied
- Know time frame of when paperwork needs to be submitted & Retention of paperwork
- Know what the minimum about is needed for payments on reimbursements like for a quarry road or the max amount you can store for materials
- Don't forget about required retainages

Good Luck and I wish you all the best!

