

106.00 -- PROJECT FINALIZATION

106.01 FINAL PAYMENT TO CONTRACTOR

NDR policy is to retain one percent. This retainage is specifically withheld to cover:

- The amount of any possible overpayments or adjustments to contract items and change orders discovered during an audit (State and/or FHWA).
- Any assessed liquidated damages.

Nebraska Code also requires payment of interest on retained contract funds. The interest shall begin to accrue on retained funds on the 61st day after the project is complete provided all of the contractor's documents are on file with the Department.

On projects involving different fundings such as Federal, Interstate, County, State and City, the Project manager must review the project funding agreement and make sure costs are properly recorded on the DR Form 44, "Summary and Distribution of Cost".

106.02 PRICE ADJUSTMENT CHANGE ORDERS

Price adjustment deductions are processed by change orders. If additional price adjustments come up later, a second change order must be prepared; but such increases or decreases are processed as separate change numbers.

106.03 EQUIPMENT PURCHASED BY CONSTRUCTION CONTRACTS

Occasionally, items of equipment are shown as contract items and then taken into the Department's inventory when their use on the project is no longer required (variable message boards, for example). It is required that the contractor be given written confirmation when such equipment is ultimately received and title transferred to the Department.

In order to provide an adequate audit trail, it is required that the letter of confirmation should include detailed information regarding brand, model, serial number, date of transfer, current location and a statement indicating the condition of the equipment when title was transferred.

A copy of the letter of confirmation should be forwarded to the **Logistics** Division (in addition to your normal distribution of project correspondence) so that it may initiate the appropriate paperwork reflecting addition of the equipment to the Department's inventory.

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106.04 PROJECT ACCEPTANCE AND AUTHORIZATION FOR FINAL PAYMENT

The Final Estimate when signed by the Construction Engineer is authorization to the Controller's Office to release the final payment to the contractor.

Notification of Project Completion (DR Form 91) - All Projects

The Project Manager will prepare an acceptance letter and forward it to the DCE to notify the contractor of tentative acceptance.

The DR Form 91 (Notification of Project Completion) should not be prepared and distributed until the work is really done --- such as when a 180-day observation period is required on paint. Wait until the 180 days have past, then determine if all work is acceptable, and then complete the form.

The Controller Division uses the form to trigger final payments, so they want work which the county or city promised to do included in the definition of "complete." They explain that although the local government may have performed the work, the value of that work is included in their bookwork and subsequent notification to the FHWA.

Immediately after completion and acceptance of a contract, the DCE/DE will prepare and sign a DR Form 91.

The DR Form 91 shall be completed promptly and forwarded to the District Engineer. In essence, this means construction work is complete and the contractor does not need to come back. However, processing DR Form 91 should **NOT** be held up waiting for finalization of paperwork, including material certifications and/or "Change Orders."

- Preparing a "Notification of Project Completion" (DR Form 91) is self-explanatory. All applicable blanks are to be completed.
- The DCE/DE, after signing DR Form 91, shall forward it to the FHWA, as applicable. Distribution within NDR is shown on the form.

106.05 FINAL PACKAGE

Refer to the *Final Review Process Manual* to finalize a project and determine documents to forward to the Construction Division.

106.06 FINAL COMPUTATIONS

When submitting final computations for any project, there shall be a statement by the District Engineer to the effect that any and all trucks which hauled materials, incorporated into the work on a volume basis, have been measured, computed and checked for volume specified.

106.07 ACCEPTANCE AND FINAL PAYMENT

Final Inspection and Acceptance - The District Engineer shall make the final inspection of the project. Generally, the contractor will be required to complete all items of work included in the contract before the final inspection and total acceptance of all contract work is made. However, it is the Department's policy to make a tentative acceptance of completed groups of a contract which have a separate time allowance. This tentative acceptance relieves the contractor of maintenance responsibilities for such groups. It does not relieve the contractor of the liability for any damage to the completed work caused by his/her operations in completing the remaining groups of work, or the liability for any defective work discovered in any item of groups of work prior to final acceptance and payment.

Before advising the District Engineer that final inspection of the project is desired, the Project Manager shall make a careful inspection of the work with the contractor's superintendent. He/she shall direct the superintendent's attention to any additional work which he/she considers necessary before the final inspection is made. He/she shall also

make certain that the contractor has complied with *SSHC Subsection 105.12* regarding the contractor's use of land obtained by the Department.

After the work has been completed, the District Engineer shall within one week advise the contractor in writing that the work is tentatively accepted by the Department. **The Project Manager shall include in the acceptance letter a list of documents that are missing.**

In the event the Federal Government is participating in the work, the District Engineer shall notify the Division Administrator of the Federal Highway Administration immediately upon completion of the total contract or direct labor project agreement items on any project. This report shall give the actual date that all contract work was completed. If any direct labor work, such as a reflectorized railroad crossing signs, etc., which are a part of the detail estimate, are constructed later, the date of their completion becomes the completion date for the project.

The PM must notify the Construction Division when a project is complete. In SiteManager, the PM must send a Lotus note to "DOR-CONST-COMPLETION NOTIFICATION." The Finaling Manual explains what must be included in the "note."

Interest Payments on Delayed Estimates - State law provides that, "if the contractor has furnished the Department all required records and reports, the Department shall pay the contractor interest on the amount retained and on final payment due the contractor beginning the sixty first day after the work under the contract has been completed, as evidenced by the completion date established in the department's letter of tentative acceptance, and running until the date when payment is tendered to the contractor.

The contractor is allowed fourteen calendar days from the date of notice as evidenced by the date of the letter of notification to:

- (1) Reply to the project manager's written notification of optioned pit material quantities and costs involved in a project (such reply shall be directed to the Department's Right-of-Way Division).
- (2) Provide signed records or documents, such as Change Order – Supplemental Agreements, requested in writing by the Department.
- (3) Provide all required records and reports, such as payrolls, material certifications, etc., requested in writing by the Department.

In the event the time interval stated above is exceeded, deductions to the interest time period will be made for the actual number of days to complete the action which occur beyond the original sixty calendar days.

It is essential that the acceptance letter include the correct completion date which shall be in agreement with the completion date as shown in the Project Manager's weekly working day and progress reports. This date will be the last day on which any work is performed on the project, and may be several days after the last working day charged. This condition will occur when minor finishing or cleanup work is required prior to tentative acceptance.

In order to eliminate or minimize interest payments and provide adequate time for processing through the various NDR Headquarters, it is essential that the final records be completed and reviewed in the District Office as soon as possible after the actual completion date. This will require that the final measurements and computations be completed to the greatest extent possible during the time that construction is in progress and will require the taking of final cross sections for grading work (only when plan quantities are disputed) as early as possible. In some Districts, the volume of grading work will undoubtedly require the organization of "floating" parties to take final cross sections, which will require adequate District planning in advance of the need for such parties.

106.08 FINAL RECORDS

Introduction - The Project Manager shall prepare and submit, at the earliest possible date, all necessary records to expedite payment to the landowners along the project for right-of-way, channel changes, borrow and local pit materials, as provided in the various contracts and options as applicable to the project. Prompt payment to landowners will create good will and help in future right-of-way negotiations. DR Form 232, "Final Status Material and Site Releases" is to be prepared and submitted with the final records for each contract.

Right-of-Way - No measurements or computations need to be submitted for right-of-way as payment will normally be made for right-of-way prior to the actual construction, in accordance with the terms of the right-of-way contract. Any requirement for additional right-of-way shall be submitted to the Right of Way Division, through the District Office, for their further handling.

Crop Damage - The acquisition of right-of-way and subsequent construction often results in crop damage claims being made by the landowner. In order that information is available to settle these claims, the following should be recorded for all growing crops within the right-of-way, borrow, local pit and channel change areas.

1. A sketch showing the boundaries of each tract within station locations, angles, and distances as necessary to locate the tract accurately with reference to project centerline and to compute the area. The tract should be identified by the owner's name and tenant (if any).
2. If the tract is subdivided with more than one type of crop, show the subdivision of tract into fields as necessary to locate the limits of each crop. Information shown should be similar to that required for the tract. Indicate the type of crop growing in each tract or subdivision.
3. Show date of measurement and the name of the person making the measurement.
4. As construction progresses, record for each tract whether the crops are harvested by their owners or are destroyed by the contractor's operations. If harvested, the date of harvest should be recorded or if this date is not known, the date that the contractor began work in the area and a notation indicating that harvesting was complete should be recorded. If the crop in an area is only partially destroyed, the damage should be noted or sketched in a manner such that the area of damage can be determined.
5. The right-of-way contracts and condemnation descriptions should be reviewed carefully with respect to the provisions pertaining to crop damage. Crops planted after contract has been signed will not be eligible for reimbursement.
6. Crop damage for each tract is to be reported by letter to the Right of Way Division with a copy to the District Engineer as soon as the disposition of the growing crops on that tract is complete. The report should contain the information listed above along with computation of the area in acres, and the legal description of the property (section or part, township and range).
7. A DR Form 44 must be submitted with the final records for each project included in a contract. See *Appendix 1* for examples of this form.
8. On projects in which the Federal government participates in the cost of the work, each project is subdivided to conform with accounting practices established by the Federal Highway Administration. These subdivisions are shown in the "detail estimate", copies which are forwarded to the Project Manager by the Contracts

Section. The costs of each group of work performed in each subdivision shall also be shown on the summary and distribution sheet, DR Form 44, Summary and Distribution of Cost, prepared for the project. If DR Form 44 has insufficient columns to accommodate all the Municipal and Rural Sections required by the Federal Highway Administration, it shall be extended to the right by securely attaching sufficient columns from another DR Form 44.

9. Accounting records require that construction costs be prorated to individual counties. Therefore, county splits must be shown on DR Form 44.
10. Many times, the District Office files do not contain copies of the Certified Analysis of Asphalt Material received on the projects and it is requested the Project Managers include their copies with final computation when transmitted to the District Review Section. When they have served their purpose they will be returned.

Alternate Crop Damage Procedure

The Right-of-Way Division is leaving the way to present the crop damage payment up to the Project Manager. If the acreage is between 1/4-acre increments, go to the higher increment. 1/4 acre will be the minimum.

If the farmers accept the affidavit price, payment will be made within a few weeks. If they do not accept the affidavit price, payment will not be made until the crop is harvested and sold.

If the Project Manager runs into a crop that is not covered or the amount is not agreeable, make the measurements of the field and forward them to the Right-of-Way Division. They will in turn send them an affidavit asking for the average yield for the rest of the field, and the price they were paid when the crop was sold, minus harvesting and marketing costs.

The sources of information used in determining the average yield, average price, and the average cost were obtained from the Cooperative Extension, Institute of Agricultural and Natural Resources, and the Farm Custom Rates, University of Nebraska.

CROP	1/4 Acre	1/2 Acre	3/4 Acre	1 Acre
Irrigated corn	\$75.00	\$150.00	\$225.00	\$300.00
Dry corn	\$40.00	\$ 80.00	\$120.00	\$160.00
Irrigated soybeans	\$62.00	\$124.00	\$186.00	\$248.00
Dry soybeans	\$48.00	\$ 96.00	\$144.00	\$192.00
Wheat	\$31.00	\$ 62.00	\$ 93.00	\$124.00
Oats	\$21.00	\$ 42.00	\$ 63.00	\$ 84.00
Milo	\$32.00	\$ 64.00	\$ 96.00	\$128.00

Alfalfa was not included because the variables of age and cuttings affect the averages greatly. Other crops (beets, edible beans, potatoes, etc.) were not included because of insufficient information.

The schedule will be revised periodically. Any questions or comments should be referred to the Property Management Section, (402) 479-4770.

Conversion of Existing Direct Measurement Earthwork Pay Items to Established Quantity Pay Items

Certain earthwork items may be converted from being direct-measured for final payment to being paid as established quantities. This policy is to expedite the release of final payment to the contractor, reduce possible interest payments to the contractor, and relieve a portion of the workload performed by field personnel.

The following items of work will be eligible for conversion:

1. Excavation
2. Excavation, Borrow
3. Other earthwork-related items when approved by the Construction Engineer

Direct-measurement items may be converted to established quantities when the following requirements are met:

1. The project has been staked and built according to plan, or the plan quantity has been adjusted to account for field changes.
2. The plan quantity has been adjusted for any obvious errors, and the contractor has been notified of the adjustment.
3. The Project Manager has made written notification to the contractor of the proposed change in the method of measurement, and the contractor has agreed to the proposal in writing.
4. If the contractor has agreed in writing to accept plan quantity including field adjustments and revisions, it is not necessary to create a new “established quantity” pay item. Payment will be made under the original contract item.

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Sample Letter

1997

CROP DAMAGE PAYMENT AFFIDAVIT

Project:

Tract:

This is to certify that I, the undersigned, agree on the amount of \$_____ which is being paid for _____ (acres) of _____ damaged during construction, based on the schedule prepared by the State of Nebraska, Department of Roads.

Owner/Tenant_____
Social Security #
Federal Identification #

THE CROP PRICES HAVE BEEN COMPILED USING DEPARTMENT OF AGRICULTURE AND UNIVERSITY OF NEBRASKA STATISTICS. THE PRICE REFLECTS AVERAGE YIELDS AND MARKET PRICES LESS THE COST OF HARVESTING AND MARKETING.

CROP	1/4 Acre	1/2 Acre	3/4 Acre	1 Acre
Irrigated corn	\$75.00	\$150.00	\$225.00	\$300.00
Dry corn	\$40.00	\$ 80.00	\$120.00	\$160.00
Irrigated soybeans	\$62.00	\$124.00	\$186.00	\$248.00
Dry soybeans	\$48.00	\$ 96.00	\$144.00	\$192.00
Wheat	\$31.00	\$ 62.00	\$ 93.00	\$124.00
Oats	\$21.00	\$ 42.00	\$ 63.00	\$ 84.00
Milo	\$32.00	\$ 64.00	\$ 96.00	\$128.00

Project Manager_____
Date

106.09 STATEMENT OF MATERIALS AND LABOR

A "Statement of Materials and Labor" (Form FHWA-47) is required for federal-aid projects that have contract cost (including change order adjustments) of \$1,000,000 or more. Detailed instructions for completing Form FHWA-47 are on the back of the form. Blank forms are available from the Construction Division. A blank copy is provided in *Appendix 2*.

Upon contract completion, each subcontractor must submit a completed Form FHWA-47 (Part "B") to the prime contractor. Subcontractors shall include their name and the word "sub" in the blank space at the top of the form.

The prime contractor shall combine the data from each subcontractor with their own data on one form. Prime contractors shall include their name in the top margin of the "combined" form, note the form is "combined", and attach a listing of all subcontractors involved.

When completing Part "B," contractors shall:

- Report only use of material items that are listed on the form.
- Pay attention to the "units" being requested. "Quantity" entries must correspond to the form's "units."
- Enter required information in the correct column(s).

Prime contractors are responsible to furnish the Construction Division Headquarters (Lincoln) three completed FHWA-47 "packets" before a final pay voucher can be processed. (One packet shall be the original and two packets may be photocopies of the original.) Each FHWA-47 "packet" shall include:

- The prime contractor's combined contract information
- All FHWA-47 forms and any relevant supporting documents furnished by subcontractors.
- Composite of all subcontractors listed on subcontractor request form(s)

Upon receipt of FHWA-47 forms, the Construction Division shall complete Part "A" and verify that:

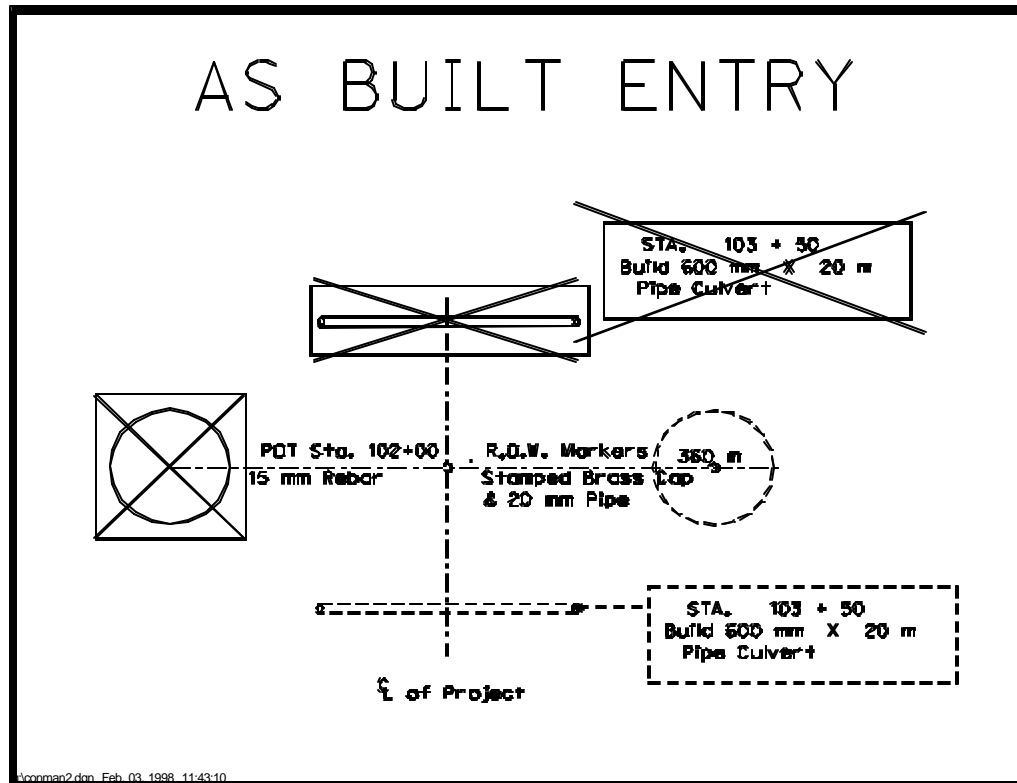
- An item of material used by a contractor has not been omitted.
- All "starred" line items have received a response or entry.
- Costs reported are reasonable and do not have obvious errors.
- The prime contractor has included required information from all subcontractors on the "combined" form.

106.10 AS BUILT PLANS

An extra set of full size plans will be furnished the Project Manager for use as as-built plans. The Project Manager may request an additional set of plans from the Construction Division for as-builts if needed. The as-built plans shall be an exact representation of the completed work. Any revised plan sheets must be included and the sheets they replace should be discarded. All special plan sheets must be included. The S1 sheets need to be corrected to show the Final Quantities including additional items of work.

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In preparation of these plans, only black pen shall be used. Lines, dimensions and notations shown in the original plans which have been eliminated or corrected shall be "X ed" (crossed out) and boxed with solid lines. Dashed lines shall be used to indicate any as-built lines, dimensions, or tie points which do not conform to the original plans. For example, a 2' x 65' 8" (600 mm x 20.0 m) pipe culvert is constructed at Station 103+50, whereas the plans called for a 2' x 63' 3" (600 mm x 19.25 m) pipe culvert at Station 101+50. The outline of the culvert at Station 101+50 shall be boxed and the notations describing the work "X ed" within the box with solid lines. The outline of the as-built culvert, in dashed lines, and corrected description notation should be shown at Station 103+50. In striking out figures and notations, care should be used to avoid obliterating the original figures.



In the event appreciable errors are noted in the locations of side roads, section lines, property fences, buildings, roadway structures, or other important landmarks, the corrected locations shall be shown.

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The front sheet shall bear the following label in some convenient blank space:

AS BUILT PLANS

Work performed by.....(Name of Contractor)

(If more than one contract has been let to complete the work, list all prime contractors)

Prepared by.....(Name).....(Title).....(Date)

Approved by.....(Project Manager).....(Title).....(Date)

The following information shall be shown for the various types of work:

Grading:

1. All changes in alignment.
2. All equations in stationing used during construction.

3. All permanent references for control points. Also, all control points required to establish centerline shall be perpetuated. Brass caps and pipe are available for this.
4. All changes in grade lines and elevations.
5. Locations and elevations of all benchmarks used during construction or permanently established in taking final cross sections. Permanent benchmarks should be identified by the word "Permanent". Benchmarks shall be established at box culverts, bridges and other locations where they may be considered permanent.
6. Location and number stamped on brass disc of all Government Survey benchmarks. The elevation based on the project level datum, if available.
7. Location of all right-of-way markers installed.
8. Location of all land corner witnesses, existing, or installed by the Project Manager.
9. Location of all farm entrances constructed showing lengths, diameters and type of culverts laid or relaid.
10. Locations of limits of construction of all borrow pits, channel changes, dikes, intercepting ditches, etc., outside the right-of-way not covered by extended roadway cross sections. The stationing and location of the base line with respect to the project centerline shall also be shown.

Culverts:

1. All changes in location.
2. All changes in lengths or dimensions.
3. The type of pipe installed (CMP, RCP, etc.).

Bridges and Special Culverts:

1. All changes in stationing.
2. All changes in design.
3. All revised dimensions.
4. Floor and bridge seat elevation of bridges.
5. Maximum and minimum length of piling in each footing.
6. The description, location and elevation of all permanent benchmarks.

Surfacing:

1. Beginning and ending stationing of each type and width of surfacing constructed.
2. Location of all option pits used in connection with the construction of the project. If any plan pits are not used, designate by the words "Not Used".

Processing As Built Plans

1. Project personnel will prepare one (1) full-size set of As Builts.
2. Cities, counties, etc. that have money involved or a special interest in the project will be asked by the Project Manager if they need/want a complete copy of the As Builts or only specified sheets.
3. The As Builts will be submitted to the Construction Division with the final records for finaling with notification of the number of complete copies or specified sheets desired.
4. The final review will be performed.
5. After the final review is completed, the specified sheets or complete copies, as requested by the District, will be copied in half-size sets. The copies will be returned to the District within three (3) to four (4) weeks after submittal to the Construction Division.
6. The full-size set of As Builts will be submitted to the Communication Division for microfilming after the final review is complete and the half-size copies of the As Builts are made.
7. After the As Builts have been microfilmed, the Communication Division will submit the As Builts to the Transportation Planning Division for their use.
8. Upon completion of their work, the Transportation Planning Division will periodically return the full-size As Builts to the District, via truck.

Lighting and Signals - On all roadway lighting and signal projects, a set of "as-builts" will be prepared, pertinent to the wiring alignment, showing the exact location of conduit or cable runs, pull boxes, and any other information which would be beneficial in case of maintenance problems or construction activities in the area. When "as-builts" are submitted to the agency at the time the agency is notified by letter of the acceptance of the installation and to assume the maintenance.

Clearance Letter

The Project Manager shall submit a letter to the Construction Division (with copies to Motor Carrier Permits & Facilities Maintenance) indicating clearance on bridges, sign trusses, and other structures that create a clearance limit.

106.11 OVERRUNS AND UNDERRUNS LETTER

The summary of overruns and underruns letter, which used to be submitted when a contract is finalled, is no longer required. However, a DR Form 74, Cost Overrun/Underrun Notification is required whenever contract quantities overrun/underrun by \$50,000.00 or more. This letter must go to the Construction Division and the Controller Division so that appropriate redistribution of funds is made as soon as possible. This letter is sent as soon as the change in contract quantities is known. The Controller Division will obtain appropriate approvals.

@ 106.12 CONTRACTOR EVALUATIONS

The intent of the Contractor Evaluation is to report strengths and/or weaknesses of a contractor's project-related activities, including paperwork, material documentation, attitude, cooperation, and the actual contracted work. It is suggested that remarks be included to substantiate or help explain significantly high or low ratings or other unusual circumstances on the project. The Construction Division maintains a file of the completed forms, reacts to low evaluations, and seeks to improve the performance and project administration of contractors doing work for us.

The project manager should make note of significant events occurring throughout the life of the project to assist in the preparation of the evaluation when the work is complete. In so doing, perhaps problems can be discussed and resolved as they occur. At a minimum, significant problems reported on a contractor's evaluation should be discussed with him or her when the evaluation is presented.

Evaluations are used as a factor in determining the amount of work on which a contractor may bid. Therefore, it is extremely important that contractors are evaluated realistically, factually, and without bias. In this regard, it is equally important that evaluations are completed promptly. To be at all meaningful, data from the EOC's must be current - - and **ALL** of it must be in the system.

The EOC should be completed and submitted to the Construction Division within 30 days of completion of work. For subcontractors, the EOC should be submitted within 30 days of the time you are relatively certain that the subcontractor's work is complete. For a prime contractor, the EOC should be submitted within 30 days of the project completion date established in the District Engineer's letter of tentative acceptance to the contractor. (In other words, the prime contractor's EOC will always be the last EOC to be completed. The performance of all subcontractors reflects on the prime contractor's overall rating, so it is only proper that the prime contractor's overall rating, so it is only proper that the prime's EOC not be completed until the project is entirely complete.)

The Contractor Evaluation is to be completed on every contractor and subcontractor - - except "trucking" subcontracts. (Trucking subcontractors may receive an optional evaluation at the PM's discretion.) SiteManager identifies whether or not a subcontract is

@ for trucking. An evaluation should also be completed on all bridge painting jobs regardless of size.

Contractor evaluations are required for subcontractors at **any** level - - 2nd tier subcontract, for example.

Project Managers shall prepare and sign the evaluation and forward the original to the Construction Office in Lincoln. For projects inspected and managed by consultants, it is appropriate to have the evaluation signed by the local entity's project manager. (The document itself, however, must be prepared on the **RUG** so the results are posted to the database.)

A copy of the complete evaluation must also be furnished to the contractor or subcontractor being rated. Prime contractors deserve to see their ratings as well as those of their subcontractors, so make sure that both get a copy.

All contractor evaluations shall be prepared using the checklist system provided in **RUG**. The use of this system automatically enters the required data into the database.

For evaluations of subcontractors, report type of work done by that subcontractor.

Contractor evaluations are required for subcontractors at **any** level, including 2nd tier subcontractors.

The intent of an evaluation is to report strength and/or weakness of a contractor's project related activities including paperwork, material documentation, attitude, and cooperation. Special attention should be given to contractor ratings of "poor" and "unsatisfactory." Remarks should be included for any individual item(s) that is rated less than fair. Also good remarks should be included when a contractor is given a high rating or deserving recognition.

The Construction Division maintains a file of the completed form, reacts to low evaluations, and seeks to improve contractor project administration. Evaluations are also used as a factor to establish bidder qualifications. Therefore, it is very important that contractors are evaluated realistically, factually, and without bias. The rating system developed is intended to produce a rating of "good" when the minimum acceptable performance requirements are met.

A series of less than satisfactory evaluations may be grounds for disqualifying bidders from further contracts or reducing their bidding qualifications.

It is anticipated that lower than average ratings would have been discussed at a meeting between the Project Manager and contractor representatives prior to form submittal. A contractor should have an opportunity to discuss and understand why a low rating was given. Further, a contractor should be given (if requested) a critique of corrective actions which would prevent reoccurrence of low rating(s).

The RDP Form 344, Evaluation of Contractor, is available on the computer or you can use paper copies.

To provide a broader evaluation of the contractor's performance of his/her work with reference to his/her equipment, personnel and prosecution of work, RDP Form 344 "Evaluation of Contractor" has been devised. This report is to be completed by the Project Manager for the prime contractor and subcontractor(s) for each separate time allowance under a contract and submitted with the final computations.

The contract value for the prime contractor shall be the original contract value (not final value). The subcontract value used shall be that authorized by the subcontract approval letter. All subcontract approval letters will show the value of the work being subcontracted.

The working days allowed shall reflect all time extensions approved either by letter from the Construction Division during the progress of the work or by supplemental agreements. If a time extension is forthcoming due to "extra work" a correction in the field entry will be made by the Construction Division. However, extra work should be a consideration taken into account in evaluating the prosecution of the work. When this is the case, an explanation to this effect should be made on the reverse side of the form.

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106.13 LETTER OF TRANSMITTAL – FINALIZED PROJECTS

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The Project Manager shall complete a letter of transmittal with project documents when they are forwarded to the District Reviewer. The District Reviewer will also create a letter of transmittal when he/she forwards the records to the Construction Division. The transmittal letter shall include an itemized list of all field notebooks, cross sections, computation sheets, forms, letters, statements, temperature charts, etc., which are being transmitted, so that the shipment can be checked to determine whether it is complete when received. When overhaul or additional haul computations were made in the Lincoln Office, attention should be directed to that fact. If there is any question regarding the accuracy of any of the computations, or there is any item which should be given special attention in the District Office, the items in question should be explained in the letter of transmittal. If the project was completed within the working day time allowance, a working day resume is not required. The transmittal letter should contain a statement indicating whether or not the work was completed within the contract time allowance and/or any internal time limits. A copy of the Project Manager's transmittal letter shall accompany the project records and final estimate when they are forwarded to the Lincoln Office.

When submitting final records, please label all computation and summary sheets with the item numbers for which documentation is being provided.

106.14 FINALING PROCEDURES

See Construction Division's Final Review Process Manual for detailed steps to finalize a project.

106.15 UNAUTHORIZED WORK

The contractor should not be permitted to perform work without line and grades established by the Project Manager.

The contractor should not be permitted to perform any work prior to the execution of the contract by the Construction Engineer. The Project Manager can request to be advised by telephone when the contract has been executed, if the contractor is "standing by" awaiting such execution to begin work.

106.16 USE OF ADJACENT LAND UNDER CONTRACT OR LEASE

We no longer require the contractor to provide a release letter. The contractor is responsible to the landowner and the Department will stay out of the agreement unless the Department acquires the access rights.

Option pits obtained by the Department will require a site release. The Project Manager shall contact the landowner and obtain the site release. The release should be obtained as soon as possible while the contractor is still on site with equipment to make corrections.

106.17 FINAL CLEANING UP

The importance of timely cleanup of cast-in-place concrete structures should be discussed at the pre-construction conference. It is the Department's policy to request the contractors to perform the necessary cleanup in flood plains at the earliest possible time to prevent scrap lumber, nails, form ties, etc., from being flushed out on adjacent landowners.

If this material is deposited on adjacent landowners, the contractor must satisfactorily gather and dispose of it before final acceptance of the work involved. It is in the contractor's and the Department's best interests to keep this cleanup work "current".

The District Engineer should be advised if the contractor refuses to perform this work in accordance with this policy and a field book entry made each time the contractor was contacted. Progress payments can be withheld until the area is cleaned.

The contractor shall make a final cleanup of the highway, borrow pits and all ground (off or on the project) occupied by him/her in connection with the work, leaving it in a neat and presentable condition.

106.18 CONSULTANT INSPECTION

In regard to projects utilizing consultant inspection services, some misunderstandings have arisen when our acceptance date preceded a date when the county board “accepted” the project.

Project Development has asked that consultants utilized for engineering and inspection services be given written notice regarding project completion dates. The consultant agreements usually specify the time allowed for the preparation and submittal of As-Built Plans and other final records, and the consultants need to be told when the clock has started. It is my understanding that the consultant agreements state *“The State will provide written notification of construction acceptance to the Consultant.”* At least one consultant has reported he does not received the required notice.

Feel free to be somewhat flexible in “starting the clock”, but do put it in writing --- and **send a copy of the letter to Lee Pavel in Project Development** so he may begin his end-of-project paperwork too. The consultant services agreements and payments are audited by the Department, and it is important to have the notification documented.

Protest of Final Quantities of Earthwork Items

If the contractor wants to protest any earthwork item, the contractor must notify the NDOR, in writing, of the disputed quantity, including the approximate quantity that the contractor feels is in error and the basis for the dispute.

The NDOR will review the appropriate data and determine if an error exists and notify the contractor of the decision.

Should the contractor dispute the NDOR decision, the contractor will be allowed to disprove the disputed final earthwork quantity provided the following requirements are met:

1. The work is done under the supervision of and the report is certified and stamped by a registered professional engineer licensed in the State of Nebraska.
2. The contractor furnishes the NDOR Construction Engineer with a cost estimate from the consultant for approval prior to commencement of the work.
3. The contractor furnishes the NDOR Construction Engineer with a copy of the contract with the consultant engaged to perform the work with a detailed description of the procedures and technology to be used in calculating the quantities prior to commencement of the work. The procedures and technology must be compatible with NDOR procedures and technology.
4. The report provided by the contractor to the NDOR Construction Engineer must show all calculations used to determine the quantity, list all data used in the review and its origin, identify the technology used and identify any differences between the contractor calculations and NDOR calculations.

5. If, after reviewing the report, the NDOR agrees that the final pay quantity or the aggregate correction of all items directly related (i.e.: Excavation and Excavation, Borrow) are in error by more than five percent (5%), the NDOR will compensate the contractor for the quantity in excess of the final pay quantity shown in the final records and for the contractor-incurred expenses to perform the post-construction calculations previously approved by the NDOR Construction Engineer.

Payment will not be made for contractor-incurred expenses to perform the post-construction calculations if the contractor fails to prove that the NDOR final pay quantity is in error by more than five percent (5%).

If the contractor's report indicates that an overpayment of more than five percent (5%) has occurred, the NDOR will pay for the contractor-incurred expenses to perform the post-construction calculations previously approved by the NDOR Construction Engineer and will make payment on the reduced quantity.

6. The issues of waste, shrinkage, compaction and settlement are not eligible for additional payment under this policy, and no allowance will be made for them.

Upon request and at no cost, the NDOR will furnish the contractor with the following information:

1. Preliminary Cross-Sections
2. Slope Stake Data
3. Blue Top Data
4. Design Cross-Sections
5. Current Revisions
6. Standard Plans
7. Design Calculations
8. Current Field Changes
9. Final Cross-Sections

The contractor's failure to fulfill any or all of the requirements stated above will be cause to deny the contractor's claim for additional compensation.

CHAPTER NOTES:

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