

# NEBRASKA



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**DEPARTMENT OF TRANSPORTATION**

## Final Review Process Manual

August 2021

9-13-21 – Revised Final Review Process – Project Manager

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**DEPARTMENT OF TRANSPORTATION**

## Final Review Process Manual

### General Section

August 2021

## Overview and Goals

These final review procedures were developed for NDOT contracts. The Local Public Agencies shall adopt these final review procedures for Local Public Agency (LPA) contracts.

The goals of these procedures are designed to close out the contract with the contractor within 60 calendar days of the Tentative Acceptance Date (completion date), to resolve discrepancies and disputes as soon as possible, and to eliminate interest payments to contractors.

The District Reviewer will, at the discretion of the District Engineer or District Construction Engineer, perform a proactive review during the life of the project to assure that all measured quantities have adequate supporting documentation and review item quantities included for payment on progress estimates, in addition to final pay quantities. The Project Manager and District Reviewer will review extra work items, recommend time extensions and create Time Extension Documents for all appropriate Change Order work that a specific time extension has not been previously granted, in addition to the final time review. The District Reviewer could also act as an assistant to each Project Manager in the District to resolve discrepancies and disputes at the discretion of the District Engineer, District Construction Engineer or the Project Manager.

The Project Manager will ensure all approved item quantities are included for payment and all discrepancies are resolved during progress of the project. Upon project completion and prior to approval of the Final Estimate, the Project Manager will submit the Quantity Acceptance Letter with a copy of the Final Estimate to the contractor within 25 days from the project completion date. This is the project completion date as shown in the Department's Letter of Tentative Acceptance.

The contractor is allowed 14 calendar days to notify the project manager, by letter, of concurrence or dispute of the final quantities.

- If the contractor concurs with the final quantities, or fails to respond within 14 calendar days, the department will perform no further review of the pay quantities.
- If the contractor does not concur with any item final quantities, the contractor is required to identify those items and specifically explain the basis of the dispute. The Project Manager and/or District Reviewer will investigate the dispute and determine its validity. The Project Manager will notify the contractor of the results of the investigation and any appropriate actions that will be taken by the Department.

## Overview of the Final Review Process for LPA Contracts

<b>NDOR/LPA User Cross References for the Final Review Process</b>	
<b>Nebraska Department of Transportation (NDOT)</b>	<b>Local Public Agency (LPA)</b>
Project Manager (PM)	Construction Engineer (CE)
District Reviewer (DR)	Responsible Charge (RC)
N/A	NDOT State Representative (SR)
NDOT District Engineer	NDOT District Engineer
Lincoln Construction Division Final Review Section (LCO FR)	Lincoln Construction Division Final Review Section (LCO FR)

- The LPA CE will perform the initial final review following the same procedures as the NDOT PM. The appropriate LPA Checklists should be filled out and uploaded into OnBase. When completed, the LPA CE will submit the Final Records to the LPA RC for the LPA’s review.
- The LPA RC will perform the LPA’s final review following the same procedures as the NDOT DR. The appropriate LPA Checklists should be filled out and uploaded into OnBase. When completed, the LPA RC will submit the Final Records to the NDOT SR for final review.
- The NDOT SR for LPA contracts will use the Project Manager Section and District Reviewer Section of the Final Review Process Manual to ensure that all processes have been followed. The appropriate LPA Checklists should be filled out and uploaded into OnBase. The NDOT SR will submit the Final Records to the NDOT FR for final review.
- The NDOT DR will ensure that the LPA RC has performed the LPA’s final review and submitted all supporting project documentation with the Final Records. The NDOT DR will review the As Built Plans for completeness and accuracy. The appropriate LPA Checklists should be filled out and uploaded into OnBase. When completed, the NDOT DR will submit the Final Records to the LCO FR Section for final review.
- The LCO FR Section will ensure that all supporting project documentation has been submitted, assemble the Final Computation File, ensure the contractor has submitted all required documents, submit the Final Estimate to the NDOT Controller Division for final payment, and submit the Final Records to the NDOT Local Assistance Division for dispersal and archival.

**\*\*\*NOTE on City LPA contracts:** Upon Final Tentative Acceptance of a City LPA contract, NDOT Form 500 will be filled out by the City and submitted to the LPA RC. The LPA RC will review the NDOT Form 500 and submit it to the NDOT SR. Upon completion of the NDOT Form 500, NDOT Form 299 will be filled out by the LPA RC and submitted with the Final Records to the NDOT FR. NDOT Form 91 should not be filled out and submitted until NDOT Form 500 has been completed and the contract accepted by the Mayor.

**\*\*\*NOTE on County LPA contracts:** Upon Final Tentative Acceptance of a County LPA contract, NDOT Form 501 will be filled out by the County and submitted to the LPA RC. The LPA RC will review the NDOT Form 501 and submit it to the NDOT SR. Upon completion of the NDOT Form 501, NDOT Form 299 will be filled out by the LPA RC and submitted with the Final Records to the NDOT FR. NDOT Form 91 should not be filled out and submitted until NDOT Form 501 has been completed and the contract accepted by the County Board.

## Final Review Contract Times

The following definitions are for the various Contract Times in AASHTOWare Project Construction/Materials (AWP C/M). Contract Times should be entered when applicable.

**AQTY – Contractor’s Acceptance of Quantity** – Date the NDOT received the reply to the Concurrence Letter from the contractor or 14 calendar days have elapsed, without contractor response, from the date that the Concurrence Letter was received by the contractor

**BEID – Beginning Interest Date** – The 61<sup>st</sup> calendar day after completion or the day following receipt of the last contractor supplied required document, whichever is later

**CLOS – Closed to Traffic (Tied to Open to Traffic)** – Date the road is Closed to Traffic

**DFDO – Date Final Received at District Office** – Date the final records were received by the District Reviewer from the Project Manager

**FM16 – Form UI-16 Received** – Date the NDOT received clearance from the Nebraska Department of Labor that the contractors are current on unemployment insurance payments for quarters worked

**FM441 – EEO-NDOT Form 441 Clearance** – Date the NDOT Civil Rights Section receives a completed and correct NDOT 441 from a Prime contractor

**FM442 – EEO-NDOT Form 442 Clearance** – Date the NDOT Civil Rights Section receives a completed and correct NDOT 442 from all subcontractors. This is the date the last NDOT 442 was received

**FPL – Final Payroll Received** – The date that the last payroll was received from the contractor. All payrolls have been reviewed and approved by the NDOT

**FRCO – Final Received in Lincoln Const Office** – Date the final records were received in the Construction Division from the District

**FSCO – Final Submitted to Lincoln Const. Office** – Date the final records were sent to the Construction Division from the District

**IVC – Immigration Verification Certification** – Date the NDOT received the prime contractor’s letter certifying they and all subcontractors have complied with the Special Provision for use of a Federal Immigration Verification System

**MTC – Materials and Research Clearance** – Date the NDOT received the last required material certification or the Buy America Certificate

**N91S – NDOT-91 Submitted** – Date Form NDOT 91 submitted to the appropriate distribution list

**OPED – Observation Period-End Date** – Date that an observation period ends for an item. Multiple Contract Times can be entered if necessary

**OPEN – Open to Traffic (Tied to Close to Traffic)** – Date the road is Opened to Traffic

**OPSR – Option Pit Site Release Received** – Date the Option Pit Site Release is obtained from the landowner. If there are multiple Option Pits, multiple Contract Times will need to be entered – one Contract Time for each Option Pit

**PCD – Project Completion Date** – Completion date specified in the District Engineer’s Letter of Acceptance

**PRC – Project Released to Controller** – Date the final estimate was sent to the Controller Division for final payment to the contractor

**PRP – Project-Release Pending from LCO** – Date final estimate is ready to release to Controller for final contractor payment, pending receipt of last required document

**PRQ – End of Release Pending Period** – Date the last required document was received prior to the release for final contractor payment

**QALC – Qnty Acceptance Ltr Send to Contractor** – Date the Project Manager sent the Concurrence Letter to the contractor

**RRWD – Railroad Work Done** – Date all Railroad work is complete. If there are multiple Railroads,

multiple Contract Times will need to be entered – one Contract Time for each Railroad

## **Final Review Contract Times to be entered in AASHTOWare Project Construction/Materials (AWP C/M)**

The Lincoln Construction Division – Final Review Section will ensure that all appropriate Contract Times have been entered. If a Time has not been entered, or if there are questions regarding a Contract Time, the Final Review Section will contact the individual responsible for that date.

The ***Project Manager*** is responsible for entering the following dates:

- **AQTY – Contractor’s Acceptance of Quantity**
- **FPL – Final Payroll Received**
- **OPEd – Observation Period-End Date**
- **PCD – Project Completion Date**
- **QALC – Qnty Acceptance Ltr Send to Contractor**
- **OPSR – Option Pit Site Release Received**
- **RRWD – Railroad Work Done**
- **TSUS – Work Suspended**
- **TRES – Work Resumed**

The ***District Reviewer*** is responsible for ensuring that District Personnel have entered the appropriate dates and for entering the following dates:

- **DFDO – Date Final Received at District Office**
- **FSCO – Final Submitted to Lincoln Const. Office**
- **N91S – NDOT-91 Submitted**

The ***Materials and Research Division*** is responsible for entering the following date:

- **MTC – Materials and Research Clearance**

The ***Lincoln Construction Division – Final Review Section*** is responsible for entering the following dates:

- **BEID – Beginning Interest Date**
- **FM16 – Form UI-16 Received**
- **FM441 – EEO-NDOT Form 441 Clearance**
- **FM442 – EEO-NDOT Form 442 Clearance**
- **FRCO – Final Received in Lincoln Const Office**
- **IVC – Immigration Verification Certification**
- **PRC – Project Released to Controller**
- **PRP – Project-Release Pending from LCO**
- **PRQ – End of Release Pending Period**

**Note: All Documents shall be retained in the appropriate area of OnBase**

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**DEPARTMENT OF TRANSPORTATION**

## Final Review Process Manual

### Contract Completion and Acceptance

August 2021

## Contract Completion and Acceptance

**Within 7 days of the Project Completion Date**, the Project Manager will submit, via email, the Notification of Project Completion to the [NDOT Const-Completion Notification](#) email group. If outside of the NDOT email system, send the notification to: [NDOT.Const-CompletionNotification@nebraska.gov](mailto:NDOT.Const-CompletionNotification@nebraska.gov). **If the project is managed by a Consultant, the NDOT State Representative will be copied on the email.** This provides notification that the contract is complete and triggers a check of required information, by multiple NDOT Divisions, that may delay final payment or affect the beginning interest date. This notification will contain the following information:

- Project Number
- Project Name
- Contract ID
- Prime Contractor and Vendor ID
- Completion Date
- Most Recent Estimate Number
- Observation Period, Observation Period End Date, and Items Being Observed. If none, No Observation Period

When the **PCD – Project Completion Date** Contract Time is entered, a notification will be sent to the Project Manager. The notification is automatically generated and contains the required information. The Project Manager may use this notification as their Notification of Project Completion. The notification should be forwarded to the [NDOT Const-Completion Notification](#) email group. **If the project is managed by a Consultant, the NDOT State Representative will be copied on the email.** An example of this notification is provided below.

**From:** [ndot.ssrspodreporting@nebraska.gov](mailto:ndot.ssrspodreporting@nebraska.gov) <[ndot.ssrspodreporting@nebraska.gov](mailto:ndot.ssrspodreporting@nebraska.gov)>  
**Sent:** Monday, January 11, 2021 8:51 AM  
**To:** Manager, Project <[Project.Manager@nebraska.gov](mailto:Project.Manager@nebraska.gov)>  
**Subject:** Project\_Completion\_Notification

<b>Project Number:</b>	STP-12-3(456)
<b>Project Name:</b>	LINCOLN SOUTH
<b>Contract ID:</b>	1234X
<b>Control Number:</b>	11234
<b>Prime Contractor:</b>	0007 - JAMES BOND CONSTRUCTION, INC.
<b>Completion Date:</b>	January 1, 2021
<b>Most Recent Estimate #:</b>	0016 - Progress Estimate
<b>Observation Periods:</b>	<b>Are there any observation periods?</b> Yes. Permanent Pavement Marking
<b>Observation Period End Date:</b>	March 1, 2021

**A copy of the Notification of Project Completion email will be uploaded into OnBase  
(NDOT FR Contract Completion Notification E-mail)**



## Observation Periods

Numerous contracts contain provisions that establish an observation period for various contract items. The Standard Specifications, Contract Special Provisions, and/or Change Order-Supplemental Agreements will be reviewed by project personnel to determine if any observation periods exist for the contract.

### Contracts Without Observation Periods

The Project Manager will submit the Letter of Project Completion to the District Engineer with copies to the appropriate recipients noting the date all work on the project was completed. It should be noted that no observation periods are in effect.

The District Engineer will submit the Letter of Tentative Final Acceptance accepting all items of work for the contract. NDOT Form 91 - Notification of Contract Completion will be prepared and submitted to the appropriate recipients at this time.

### Contracts With Observation Periods

The Project Manager will submit the Letter of Project Completion to the District Engineer with copies to the appropriate recipients noting the date all work on the project was completed. The letter will cite the observation periods in effect at the time of completion, the items being observed, and the observation period ending date.

The District Engineer will submit a Letter of Tentative Partial Acceptance with copies to the appropriate recipients accepting all items of work except those items being observed. The letter will also include the observation period end date for the items being observed.

On the day following the end of the observation period, the Project Manager will inspect each of the items being observed to determine if corrective work is required or if the work complies with the contract requirements.

- If it is determined that **no corrective work is required:**
  - The Project Manager will immediately submit the Letter of Project Completion to the District Engineer, with copies to the appropriate recipients, stating that all work on the project is complete and **clearly state that no corrective action was required for the items being observed.**
  - The District Engineer will immediately submit the Letter of Tentative Final Acceptance accepting the remaining items of work not previously accepted. This letter should clearly state that **no corrective work was required for the items being observed and the original completion date is applicable.** NDOT Form 91, Notification of Contract Completion will also be prepared and submitted to the appropriate recipients at this time
- If it is determined that **corrective action is required:**
  - The Project Manager will advise the Prime contractor (by letter or electronically) of the required corrective work to be performed
  - The Project Manager and the Prime contractor will schedule the work to be completed as soon as possible
  - The Project Manager will document all corrective work performed in the Diary and the Daily Work Report

- Upon completion of the required corrective work, the Project Manager will submit, via email, the Notification of Project Completion using the [NDOT Const-Completion Notification](#) address. If outside of the NDOT email system, send the notification to: [NDOT.Const-CompletionNotification@nebraska.gov](mailto:NDOT.Const-CompletionNotification@nebraska.gov). The notification will contain the following information:
  - Project Number
  - Project Name
  - Contract ID
  - Prime Contractor
  - Revised Completion Date
  - Most Recent Estimate Number
  - All Observation Periods are Complete and the date the corrective action was completed
- Upon completion of the required corrective work, the Project Manager will submit the Letter of Project Completion to the District Engineer with copies to the appropriate recipients. **The Letter of Project Completion should include the Revised Completion Date and state that all corrective action has been completed.**
- Upon completion of the required corrective work, the District Engineer will immediately submit the Letter of Tentative Final Acceptance accepting the items not previously accepted. The Notification of Contract Completion, NDOT Form 91, will be prepared and submitted to the appropriate recipients at this time.

If the Final Records have been received, upon receipt of the District Engineer’s Letter of Tentative Final Acceptance, the Lincoln Construction Office - Final Review Section will:

- If no corrective work was required:
  - Release the Final Estimate to the Controller Division for final payment to the Contractor.
- If corrective work was required:
  - Add any additional documentation to the Final Records.
  - Release the Final Estimate to the Controller Division for final payment to the Contractor.

### **Project Completion Contract Time Entry**

Upon project completion, the Project Manager will enter the Actual Completion Date for the following Contract Times in AASHTOWare Project Construction/Materials:

- **PCD – Project Completion Date**
- **OPED – Observation Period-End Date**

The District Reviewer will ensure that the Actual Completion Date for the following Contract Time has been entered in AASHTOWare Project Construction/Materials:

- **N91S – NDOT-91 Submitted**

**Note: All Documents shall be retained in the appropriate area of OnBase**

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**DEPARTMENT OF TRANSPORTATION**

## Final Review Process Manual

### Project Manager

August 2021

Revised 9-13-21

- Page 2 of 8 – Added FM61 – Date Seeding Completed Contract Time requirement
- Page 7 of 8 – Removed requirement for NDOT Form 61 – Project Seeding Record

## **Project Manager Final Review Procedures**

At the time of project completion, the Project Manager will perform a detailed Quality Control Review of all final pay quantities and project records. All monies due the contractor will be paid on a Progress Estimate prior to 60 calendar days after the Project Completion Date. The intent is to eliminate all interest payments to the Contractor. **A Final Estimate should never provide a payment to the Contractor.**

The Project Manager will perform the following duties at the time all work on the project has been completed:

### **Documentation and Item Review**

**AASHTOWare Project Construction/Materials Contract Time Entry** – the following Contract Times, if applicable, will be entered upon project completion or completion of a task:

- **AQTY – Contractor’s Acceptance of Quantity**
- **FM61 – Date Seeding Completed**
- **FPL – Final Payroll Received**
- **OPED – Observation Period-End Date**
- **OPSR – Option Pit Site Release Received**
- **PCD – Project Completion Date**
- **QALC – Qnty Acceptance Ltr Send to Contractor**
- **RRWD – Railroad Work Done**
- **TSUS – Work Suspended**
- **TRES – Work Resumed**

**Documentation Verification** – the following items will be checked upon project completion and prior to creating the Final Estimate:

- Verify that the **ACTS – Contractor Actually Started Work** Contract Time is entered correctly
- Verify that all Change Orders have been approved at all levels. If there are unused Change Orders, verify that they are properly marked and all items removed
- Notify the Prime contractor of any missing required documents that the contractor has not been previously notified of. This notification may be made by letter or by email
- Prepare and lock Evaluation of Contractors
- Send a copy of the Evaluation of Contractors to the Prime contractor for them to distribute to their subcontractors. The copies may be sent by mail or by email
- Perform a check of payrolls on contracts that require them. If payrolls had been checked weekly through the life of the project, and the Project Manager is satisfied that the records are correct and complete, additional review is not required
  - Check payrolls for each contractor for each week worked
  - If the payrolls are not correct or complete, the Project Manager shall notify the Prime contractor by a Contractor Deficiency Notification Letter – Payrolls requesting compliance. A copy of this letter shall be uploaded into OnBase. The letter may be sent by mail or by email. If sent by mail, the letter should be sent via Certified Mail with a Return Receipt requested. If sent by email, the Project Manager should receive

- confirmation from the contractor that the email was received
- **Retain Payrolls in OnBase**

### **Contract and Special Provision Review**

Prior to creating the Final Estimate, the Project Manager will review the following areas to ensure that the Contract and Special Provisions have been adhered to:

- Contract/Special Provisions
  - Milestones
  - Observation Periods
  - Earth Shouldering
- Agreements – City/County (if applicable)
- Change Order/Supplemental Agreements
- Force Account Agreements (if applicable)
- Correspondence
- Project Funding (refer to the Agreement Estimate)

### **Review of Item Quantities and Project Records**

**Use of this Manual and the Letter of Concurrence/Non-concurrence does not relieve NDOT personnel, CE personnel, and LPA personnel of providing thorough supporting documentation and detailed record keeping.** Proper documentation provides an audit trail, investigative information for possible contractor claims, information to support any time extensions or time assessments (Liquidated Damages), and protection for the Department for any legal actions taken by the contractor or the public. **Therefore, a detailed review of final pay quantities and project records will be performed.**

The following is a list of items to be reviewed. It is not an exhaustive list and care should be taken to review all project records.

- Verify all Daily Work Reports (DWR) have been Approved and all Daily Dairies are complete
- Review the Item Quantities
  - Method of Measurement
  - Basis of Payment
  - Computations
  - Supporting Documentation (spreadsheets/workbooks, DWR entries)
  - Funding Splits (refer to the Agreement Estimate)
  - Make necessary corrections
  - Ensure correct entry of final pay quantities on the Final Estimate
  - Ensure that all required reports have been prepared and submitted for each item after the review is complete
- Perform a Time Review/Extension if the contract time overruns
- Create another Progress Estimate if the review results in any monetary changes, regardless of the amount. All monies will be paid to the Prime Contractor prior to creation of the Final Estimate. If the Progress Estimate is for a negative amount, this let's Controller Division know that there has been an overpayment to the Contractor

- Notify the Prime Contractor, by letter or electronically, of any missing documentation that they are responsible to provide the NDOT, i.e. payrolls, material certifications, etc.
- Verify that no Working/Calendar Days have been charged after the Project Completion Date
- Verify that the Completion Date is noted in the Project Managers Daily Diary

### **Major Item Overrun/Underrun Review**

Check for Overrun/Underrun of Major Items of Work (Exceptions).

- All Major Items are identified during contract activation in AWP C/M
- If there is an overrun on a Major Item of work, in excess of 125%, an Exception will be triggered
- A Contingency Change Order or a Change Order/Supplemental Agreement will be required to resolve the exception
  - A Contingency Change Order may be written provided the Prime contractor has agreed, **in writing**, to do the work for the bid price of the Item. This agreement may be in obtained via the Quantity Acceptance (Concurrence/Non-concurrence) letter, email, etc.
  - If the Prime contractor did not agree to do the work for the bid price of the item, and submits a revised price for the work, a Change Order/Supplemental agreement will need be written. This will create a new item, with the new bid price, for the quantity in excess of 125% or below 75% of the original bid quantity

**Note: AASHTOWare Project only identifies Major Items that OVERRUN. The Project Manager will review all Major Items of work to look for items that overrun or underrun by more than 25%. One tool that may be used is the “Major Items Overrun-Underrun” report that is found in the NDOT Reporting Portal however, the Project Manager should not rely on this report to identify all Major Item Overruns-Underruns**

### **Sign Deductions**

The Prime contractor will be assessed for NDOT furnished construction signs that have not been returned or were returned damaged. **This deduction should be made in a non-participating category that is 100% State funds only.**

- The Project Manager will create a Sign Deduction Computation Letter. This letter will itemize the missing or damaged signs and total monetary deduction. See **Appendix 1 – Letter Examples** for an example Sign Deduction Letter. This summary may be included in the Change Order in lieu of the Sign Deduction Computation Letter
- Contact the Traffic Engineering Division for sign and posts current price data
- The Project Manager will upload the Sign Deduction Computation Letter into OnBase using this Document Type and Group: NDOT Final Review Documents, NDOT FR Deduction Letter
- The Project Manager will include the Sign Deduction as an estimate item using the Change Order process. The deduction should be shown as 1.000 Lump Sum at a negative unit price

## **Semi-Final Estimate Creation and Approval**

After completing the review of item quantities and project records, generate the Semi-Final Estimate. It is not required that the Semi-Final Estimate be “zero dollar”. It is the intent that the Semi-Final Estimate be used with the Quantity Acceptance (Concurrence/Non-concurrence) Letter and be the last estimate with a payment to the contractor.

### **Exception Resolution**

Any exceptions that require resolution will need to be addressed prior to approval of the Semi-Final Estimate.

### **Review of the Semi-Final Estimate**

- Ensure all Stockpiled Materials have been closed and no balance remains
- Verify all Mobilization items have been paid
- Ensure all appropriate Contract Times have the Completion Date entered
- Ensure all Deduction items for Internal Time Allowances (Head to head traffic, Earth Shoulder Construction, Detours, etc.) are included on the Final Estimate. These Deductions should have been assessed on a Progress Estimate
- Ensure all Incentive/Disincentive payment items are included on the Final Estimate. The Incentive/Disincentive payments should have been made on Progress Estimate
- Review all Change Orders, Letters of Deductions, Contingent Items, etc. to ensure the items have been included and paid

## **Review and Send the Quantity Acceptance Letter**

When the Semi-Final Estimate is generated, the Project Manager will receive a notification email that contains the Quantity Acceptance (Concurrence/Non-concurrence) Letter. The letter will be filled out with the appropriate information from AWP. The Project Manager should review the information contained in the Quantity Acceptance Letter for accuracy. Special note should be taken to ensure that all Major Items of work that Overran/Underran by more than 25% are included.

Upon review of the Semi-Final Estimate, the Project Manager will send the Quantity Acceptance Letter. If any Major Items Overran/Underran by more than 25%, and the exceptions have not been resolved as stated above, the items should be included under the area labeled “Major Items of Work”. The contractor is allowed 14 calendar days to respond in writing to the Quantity Acceptance Letter. On the 15<sup>th</sup> calendar day, it will be considered concurrence if the contractor has not responded in writing.

## **Final Estimate Creation and Approval**

**NOTE: No monies will be paid on the Final Estimate. All monies due to the Prime Contractor will have been paid in full on a prior Estimate.**

### **Final Estimate Approval**

When the Contractor has returned the Quantity Acceptance Letter or the allowed time has elapsed:

- The Project Manager will approve the Semi-Final Estimate
- After the Semi-Final Estimate has been approved, the Project Manager will generate the Final Estimate
- When the Project Manager has reviewed the Final Estimate for accuracy, the Project Manager will approve the Final Estimate.
- The District Engineer or District Construction Engineer will approve the Final Estimate, prior to submittal of final review completion notification from the PM to the District Reviewer

### **Final Review Completion Notification to the District Reviewer**

The Project Manager will notify the District Reviewer that all final records have been reviewed by Project Personnel and are available in OnBase for the District Reviewer to begin their final review tasks.

- Prepare the Project Manager Final Records Summary and Transmittal Letter and retain in OnBase.
- Notify the District Reviewer by email that the contract is ready for review. The notification email will include the following information:
  - Project Number(s)
  - Location
  - Contract ID
  - Control Number(s)
  - Contractor
  - Completion Date
  - Observation Period information



## **Retention of Final Required Documents in OnBase**

The following documents, if applicable to the contract, will be retained in OnBase and identified as “Finals Documents”. The Required Documents are listed below but are not limited to this list. Any and all pertinent documents should be retained in OnBase. Documents in PDF format is preferred but not required. Ensure that all project documents that are final documents will be identified as NDOT GLOBAL Finals Document.

**All Item Quantity Documentation** (spreadsheets, workbooks, NDOT Forms, etc.) will be retained in OnBase as follows:

Document Type – **NDOT District Construction**

Group – **NDOT DIST Pay Items**

Keyword – **NDOT GLOBAL Finals Document – Select “YES”**

- Asphalt Laydown Record
- Asphalt Plant Record
- Asphalt Density Report
- Earthwork Computation Sheets
- Earthwork Cross Sections (Field cross sections for borrow pits, additional excavation areas, etc.)
- Landscaping Pay Quantity Plant Count Spreadsheet
- Pile Record
- Sign Deduction Worksheets and Deduction Letter
- Smoothness Incentive/Disincentive Computations (Includes the Pavement Profile Measurement Segment Listing)
- Superpave Incentive/Disincentive (workbook supplied by M&R)
- Superpave Test Results Sheets (provided by the Contractor)
- Transfer of Asphaltic Material – NDOT Form 193

**All Other Finals Documentation** (correspondence, etc.) will be retained in OnBase as follows:

Document Type – **NDOT Final Review Documents**

Group – **Select appropriate Group**

Keyword – **NDOT GLOBAL Finals Document – Verify the default to “YES”**

- Contract Deficiency Notification Letters
- Field Lab Compliance Report
- Field Office Compliance Report
- Last Payroll Received Date Letter
- Letters of Deduction generated in the District
- Letter of Resolution of disputed quantities from Quantity Acceptance Letter
- Letters pertaining to requests for missing documentation that delays release or affects the interest date (payrolls, material certifications, Change Order/Supplemental Agreements, etc.)
- Material Pit Contract Release – NDOT Form 348 **For NDOT Obtained Option Pits Only**
- Option Sites Final Status Report – NDOT Form 232 **For NDOT Obtained Option Pits Only**
- Project Manager Final Review Summary and Transmittal Letter
- Project Seeding Letter (States the seeding was performed in accordance with Plans and

- Specifications)
- Quantity Acceptance Letter (signed by the Contractor or a note that the contractor failed to sign or respond)
  - Royalty Confirmation Letter For NDOT Obtained Option Pits Only
  - Time Extension Review Sheets
  - As Built Plans – See the As Built Plans Section of this Manual

### **Ending Contract Authority**

After the Final Records have been submitted to the District Reviewer there should be no further need for the inspectors to have access to the contract.

The Project Manager will remove Project Personnel from the Contract Authority at this time. The Project Manager should not remove their own Contract Authority at this time.

Contract Authority should not end for the Project Manager until the Final Review Section has notified them that the Final Estimate has been submitted to the Controller Division for final payment to the contractor. If unable to end their Contract Authority themselves, the Project Manager should notify the Final Review Section when they want their Contract Authority ended.

**Note: All Documents shall be retained in the appropriate area of OnBase**

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**DEPARTMENT OF TRANSPORTATION**

## Final Review Process Manual

### Time Review & Extension

August 2021

## Time Review Procedures

Whenever the contractor overruns the Contract Time Allowance and any approved Contract Time Allowance Extensions, a time review will be performed to determine if additional time is justified. It is preferable that time extensions be negotiated and included for new items of work contained in Change Order – Supplemental Agreements. This procedure will be followed to determine if an extension to the Contract Time Allowance is to be allowed, based on monetary value or Change Order – Supplemental Agreement provision, for items of work not previously considered. This applies to the Contract Time Allowance and any Internal Time Allowances (Milestones) contained in the contract.

- **Review and recommend a Time Extension Allowance (if required)**
  - Review all correspondence that addresses working days
  - Review Special Provisions for the following
    - Internal Damages – Incentive/Disincentive
      - Head to Head Traffic
      - Earth Shoulder Construction
      - Detours
      - Armor Coat
      - Provisions pertaining to incentive payments and/or disincentive assessments
    - Modified Working Day Provisions
    - Liquidated Damages Monetary Value per day formula
    - Special Provisions that disallows additional working days based on an overrun of the traffic control items
    - Provisions that state no time allowance will be granted for delays due to utility or material delays if the contractor starts work prior to the Notice to Proceed date
  - Prepare the Time Review (See Appendix 3 – Time Review Examples)
    - List the Prime contractor and the project information
    - List the following
      - Groups
      - Working Days Allowed
      - Working Days Overrun \* Liquidated Damages per day = Total Liquidated Damages **NOTE: In rare instances, contracts may contain more than one time allowance. In these cases, Liquidated Damages per day is based on the Group value, not the value of the entire contract**
      - List the Contract Begin Date, Notice to Proceed Date, and Completion Date
      - List all Special Provisions reviewed and note if review is required or work was completed as specified
      - Check for overrun of Traffic Control Items. Base overrun or underrun on the monetary value of traffic control item measured by time only
    - Perform Extra Work Analysis (Change Order – Supplemental Agreement Items)
      - List all new items of work initiated by Change Order – Supplemental Agreements (Original Contract Items are not included)
      - Use Final Estimate monetary values of new items initiated by Change Order – Supplemental Agreements and **not** the monetary values shown on Change Order – Supplemental Agreements
      - Review Change Order – Supplemental Agreements and Contract Time Allowance Extension Documents to see if additional working days have

- previously been allowed for an item or items of extra work
- Determine days used to perform extra work for each item eligible for extra work credit from item records and PM Diary
    - A working day was charged and other work was performed – Allow additional time based on monetary value
    - No charge of working day; no additional time allowed – deduct monetary value of work performed on that day from total value of that item
    - The only work that was performed on the project was new Change Order – Supplemental Agreement item and the work performed was the CCO – Allow the number of working days used
    - Days cannot be determined – Allow additional times based on monetary value
    - Do not include monetary value of items that are not eligible for extra work credit
    - Determine the monetary amount eligible for any extra work credit. Divide this amount by the original contract amount. Multiply the quotient by the working days allowed. This product is the amount of additional days allowed. Always round to the higher number (example:  $2.15981 = 3$  additional days)
  - Perform an analysis of any overruns of the Original Contract Items and Items covered by the Specifications and Special Provisions
    - Determine the amount of the Final Estimate
    - Deduct the monetary value of the Extra Work allowed
    - Deduct the monetary value of Extra Work not allowed
    - Adjust for items
      - Items paid for at less than 100% pay (Increase to reflect 100% pay)
        - Asphaltic Concrete deductions (reduced pay factors)
        - PG Binder
        - Thickness deductions for Concrete Pavement
        - Aggregate gradation deductions
        - Letters of Deduction
      - Deductions on Contingency items
        - Fuel Cost Adjustment Payment (if plus, subtract; if minus, add)
        - Freight Claim Payment (if plus, subtract; if minus, add)
        - Overrun of Traffic Control Items
      - Incentive Payments and Disincentive Assessments – in order for the Incentive Payments and/or Disincentive Assessments not to influence the Time Extension or the Assessment of Liquidated Damages, the monetary value of the Final Estimate requires an adjustment
        - Incentive Payments will be deducted from the monetary value of the Final Estimate
        - Disincentive Assessments will be added to the monetary value of the Final Estimate
    - Determine the Contract Amount
    - Consider (Add or Subtract) the monetary value of the Extra Work allowed, the monetary value of the Extra Work not allowed, Item adjustments, and the Contract Amount in relation to the Final Estimate **NOTE: If any additional time allowed in**

**the Extra Work Analysis is equal to, or greater than, the overrun of working days, no further review is necessary. If the additional time allowed in the Extra Work Analysis is less than the overrun of working days, a Diary Review is required.**

- If the result is positive, divide the amount by the Original Contract Amount. Multiply the quotient by the working days allowed. The product is the number of additional days allowed (rounded up to the next whole number)
- If the result is negative, no additional time is allowed as this reflects an underrun of the Original Contract Items
- Diary Review (if necessary) – see examples in Appendix 3 for format
  - Compare the assessment of working days in the PM Diary against the Weekly Working Day Report
  - Check for any mischarged working days. Working days may be excused but no days may be added
- Summarize the Review
  - Give a brief recap of the review
    - Additional time granted due to mischarged working days
    - Information pertinent to the review
  - Additional days granted and days assessed @ Liquidated Damages per day = total Liquidated Damages
- **Review of Milestones – Internal Liquidated Damages, Incentive Payment/Disincentive Assessments (shown as an item on the Final Estimate) NOTE: Review of these items basically consists of a diary review and a summary**
  - Review Special Provisions for Internal Liquidated Damage items
  - Head to Head Traffic
  - Earth Shoulder Construction
  - Detour
  - Armor Coat
  - Any Special Provisions that pertain to Internal Damages, Incentive Payments, or Disincentive Assessments

**NOTE: Remember that some contracts have more than one internal time allowance (Milestone). These instructions apply to each internally time allowance**

- **Create a “Time Extension Change Order” to extend the Contract Time Allowance if the Time Review indicates that additional time is to be allowed**
  - If the Time Review indicates that additional time is to be allowed for the Contract Time Allowance or Internal Time Allowance (Milestone), a “Time Extension” Change Order will be created to extend the allowable days
  - The allowable time will automatically update in AASHTOWare Project for each time allowance extended after the last approval of the Change Order has been made. After the last approval is made, generate a Semi-Final Estimate and the Liquidated Damages and/or Milestone incentive/disincentive will adjust accordingly. Visually verify that that is the case.
- **Retain the Time Review and all associated documents used in the review in OnBase**
  - Document Type – NDOT Final Review Documents
  - Group – NDOT FR Project Manager’s Time Review

**Note: All Documents shall be retained in the appropriate area of OnBase**

# NEBRASKA



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**DEPARTMENT OF TRANSPORTATION**

## Final Review Process Manual

District Reviewer

August 2021

# District Reviewer Duties

## Proactive Contract Review

At the discretion of the District Engineer or the District Construction Engineer, the District Reviewer will perform a proactive review(s) during progress of a project. Item quantities, item documentation, and time extensions will be reviewed.

The following is the suggested review procedure:

- **Documentation Review**
  - Contract/Special Provisions
  - Agreements (City/County)
  - Change Order – Supplemental Agreements
  - Force Account Agreements
  - Correspondence
  - Project Funding (refer to the Agreement Estimate)
- **Daily Work Report (DWR) Review**
  - Verify that the Inspector has made daily entries, including DWR remark entries
  - Verify that all contractors who performed work each day are included in the “Contractors on Site” section
  - Verify that item quantities are associated to the contractor who actually performed the work
  - Verify correct location entry
- **Item Quantity Review (Items to be reviewed will be at the discretion of the District)**
  - Verify the Method of Measurement – this must be in compliance with the Standard Specifications, Special Provisions, or Change Orders
  - Review the Basis of Payment
  - Verify that the computations are complete and checked
  - Verify that adequate supporting documentation exists for the Item
  - Review the funding splits (refer to the Agreement Estimate)
  - Verify that the Stockpile Materials have been added and paid correctly
  - Verify that item spreadsheet/workbook totals are the same as the totals show on the Contract Item Work Report
- **Project Manager Diary Review**
  - Verify entry of adequate comments
  - Review and Diary Adjustments
  - Verify time charges against the Weekly Working Day Reports
  - Verify that time has been charged toward Milestones that have Working Day or Calendar Day time allowances
  - Review Milestone Adjustments
- **Time Extension Review (only necessary when it is apparent that the contractor will overrun the Contract Time Allowance)**
  - Review Change Orders for extra work that may be eligible for a time extension
    - If the extra work is eligible for a time extension and additional time has not been allowed, notify the Project Manager that it is appropriate to create a Time Extension Document to extend the Contract Time Allowance
    - If Change Orders have previously allowed additional time, Project Manager notification is not necessary



- **Informational Contract Times Review (known as Key Dates and Checklist Scheduled Event Dates in SiteManager)**
  - Verify that the Actual Completion Date has been entered for any appropriate Contract Times at the time of the review
- **Site Contract Times Review (known as Milestones in SiteManager) NOTE: Review the Special Provisions for Internal Time Allowances that have incentive/disincentive/assessment provisions**
  - Verify that event specific Site Times have been entered
  - Verify that Site Time Completion Dates have been entered (if applicable)
  - Review any Site Time Adjustments
  - Verify that any Incentive or Disincentive adjustments are correct
  - Review the Site Times for applicable extensions, if appropriate, when an adjustment has occurred. Notify the Project Manager if an extension is applicable
- **Payment Estimate Review**
  - Check for any DWR's that have not been approved
  - Verify the entry of any monetary Contract Adjustments – should the adjustment have been made by Change Order, DWR, etc.
  - Verify any Liquidated Damages, Incentive Payments, and Disincentive Assessments shown on the Payment Estimate
- **Summary of Review**
  - Review Documentation
    - Record the Payment Estimate number that was reviewed
    - Record the Percent of Work complete
    - Record the time period that was reviewed
    - Record any deficiencies found
  - Submit a Proactive Review Report to the Project Manager
- **Verify that any deficiencies have been corrected**

## Final Review Procedures

It is the responsibility of the District Reviewer to assure that adequate supporting item documentation and good record keeping has been provided for the contract. Proper documentation provides an audit trail, investigative information for possible contractor claims, information to support time extensions or assessments (Liquidated Damages), and protection for the Department for any legal actions by the contractor or the public.

Upon notification from the Project Manager that the field review of the project records is complete, the District Reviewer will perform a Quality Assurance Review of the project records, AASHTOWare Project entries, and OnBase retained documents. The District Reviewer is authorized, at their discretion, to perform a detailed review of any or all of the final pay quantities and project records.

### Contract and Special Provision Review

To ensure that the Contract and Special Provisions have been adhered to, the District Reviewer will review the Contract/Special Provisions, Change Order – Supplemental Agreements, and Contract Correspondence.

### Verification

- **AASHTOWare Project Construction/Materials**
  - Verify all Daily Diaries are complete
  - Verify all Daily Work Reports are complete and approved
  - Verify all Contract Site Times (Milestones) are complete
  - Verify all applicable Contract Informational Times are complete
  - Verify that all Change Orders are approved
  - Verify that all Evaluation of Contractors are complete and locked
  - End Contract Authority for everyone except the PM
- **Contract Documentation**
  - Ensure that all Supporting Item Documentation is retained in OnBase and designated as a “Finals” document
  - Ensure that Earth Shoulder Construction Time Allowance is recorded in the Daily Diary
  - If required, ensure Payrolls are complete and the Contract Informational Time has been entered and ensure the Payrolls have been uploaded into OnBase
  - Ensure all necessary forms and certifications have been submitted
  - Check the status of the Concurrence/Non-concurrence letter
  - Verify the Contractor has been notified of all known deficiencies
  - Ensure the Project Completion Notification email has been sent and a copy uploaded into OnBase
  - Check the status of all Observation Periods
  - Ensure the District has sent the Tentative Final Acceptance Letter
  - Ensure the NDOT Form 91 has been created and sent and a copy uploaded into OnBase
- **Final Estimate**
  - Review for Major Item Overrun/Underrun
  - Review the Time Review and Time Allowance Extension (if required)
    - **It is intended that a time review be performed by the Project Manager and retained in OnBase for the contract. If the District Reviewer participated in the Project Manager’s Time Review, an additional review by the District Reviewer is not required**

- **As Built Plans**  
Review the As Built Plans. Ensure they have been prepared correctly (See the As Built Plans section of this Manual for general guidance)
- **Contract Times in AASHTOWare Project**
  - Enter these Actual Completion Dates
    - DFDO – Date Final Received at District Office – Date the final records were received by the District Reviewer from the Project Manager
    - FSCO – Final Submitted to Lincoln Const. Office – Date the final records were sent to the Construction Division from the District
  - Ensure the Actual Completion Date has been entered
    - N91S – NDOT-91 Submitted – Date Form NDOT 91 submitted to the appropriate distribution list

### **Notify the Final Review Section of the completed Final Review**

Upon completion of the Final Review and Final Estimate approval by the District Engineer, the District Reviewer will notify the Lincoln Construction Division – Final Review Section by email that the District has completed their Final Review procedures and the contract is ready for closeout with the Contractor. Include the following in the email notification:

- Project Number(s)
- Location
- Contract ID
- Control Number(s)
- Contractor and Vendor ID
- Completion Date

**Note: All Documents shall be retained in the appropriate area of OnBase**

# NEBRASKA

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**DEPARTMENT OF TRANSPORTATION**

Final Review Process Manual

Final Review Section

August 2021

# Lincoln Construction Division – Final Review Section Duties

## Proactive Contract Review

At the discretion of the Construction Engineer, the Lincoln Construction Division – Final Review Section will perform a random proactive review during the progress of the project. Item quantities, item documentation, and time extensions will be reviewed

The following is the suggested review procedure:

- **Documentation Review**
  - Contract/Special Provisions
  - Agreement Estimate
  - Change Order – Supplemental Agreements
  - Correspondence
  - Approved subcontractors and items subcontracted to them
- **Daily Work Report (DWR) Review**
  - Verify that the inspector has made daily entries, including DWR remark entries
  - Verify that all contractors who performed work each day are included in the “Contractors on Site” section of the DWR
  - Verify that item quantities are associated to the contractor who actually performed the work
  - Verify correct location entry
- **Item quantity review (Items to be reviewed will be at the discretion of the Construction Division)**
  - Verify the Method of Measurement – this must be in compliance with the Standard Specifications, Special Provisions, or Change Orders
  - Review the Basis of Payment
  - Verify that the computations are complete and checked
  - Verify that adequate supporting documentation exists for the Item
  - Review the funding splits (refer to the Agreement Estimate)
  - Verify that the Stockpile Materials have been added and paid correctly
  - Verify that item spreadsheet/workbook totals are the same as the totals show on the Contract Item Work Report
- **Project Manager Diary Review**
  - Verify entry of adequate comments
  - Review and Diary Adjustments
  - Verify time charges against the Weekly Working Day Reports
  - Verify that time has been charged toward Milestones that have Working Day or Calendar Day time allowances
  - Review Milestone Adjustments
- **Time Extension Review (only necessary when it is apparent that the contractor will overrun the Contract Time Allowance)**
  - Review Change Orders for extra work that may be eligible for a time extension
    - If the extra work is eligible for a time extension and additional time has not been allowed, notify the Project Manager that it is appropriate to create a Time Extension Document to extend the Contract Time Allowance
    - If Change Orders have previously allowed additional time, Project Manager notification is not necessary

- **Informational Contract Times Review (referred to as Key Dates and Checklist Scheduled Event Dates in SiteManager)**
  - Verify that the Actual Completion Date has been entered for any appropriate Contract Times at the time of the review. The list below is not exhaustive
    - TSRT – Tentative Start Date
    - NTP-DT – Notice to Proceed Date
    - ACTS – Contractor Actually Started Work
- **Site Contract Times Review (referred to as Milestones in SiteManager) NOTE: Review the Special Provisions for Internal Time Allowances that have incentive/disincentive/assessment provisions**
  - Verify that event specific Site Times have been entered
  - Verify that Site Time Completion Dates have been entered (if applicable)
  - Review any Site Time Adjustments
  - Verify that any Incentive or Disincentive adjustments are correct
  - Review the Site Times for applicable extensions, if appropriate, when an adjustment has occurred. Notify the Project Manager if an extension is applicable
- **Payment Estimate Review**
  - Check for any DWR's that have not been approved
  - Verify the entry of any monetary Contract Adjustments – should the adjustment have been made by Change Order, DWR, etc.
  - Verify any Liquidated Damages, Incentive Payments, and Disincentive Assessments shown on the Payment Estimate
- **Summary of Review**
  - Review Documentation
    - Record the Payment Estimate number that was reviewed
    - Record the Percent of Work complete
    - Record the time period that was reviewed
    - Record any deficiencies found
  - Submit a Proactive Review Report – Construction to the Project Manager and the District Reviewer
  - Upload a copy of the Proactive Review Report – Construction into OnBase
- **Verify that any deficiencies have been corrected NOTE: Individual item errors of \$150.00 or greater requires correction**

## **Project Completion Notification**

Upon receipt of the Notification of Project Completion email from the Project Manager, the Lincoln Construction Division – Final Review Section will enter or verify that the following Informational Contract Times have been entered in AASHTOWare Project Construction/Materials

- **PCD – Project Completion Date** – Completion date specified in the District Engineer’s Letter of Acceptance
- **IVC – Immigration Verification Certification** – The Final Review Section will check for the Prime Contractor’s required submittal of a letter certifying that they, and all subcontractors, have complied with the Special Provision for use of a Federal Immigration Verification System. The Prime contractor will be notified of the deficiency if the letter has not been received
- **FM16 – Form UI-16 Received** – The Final Review Section will check for submittal of Form UI-16, Certification as to the Contribution Status, from the Nebraska Department of Labor (NDOL). If unable to confirm submittal of Form UI-16, the Final Review Section will notify the NDOL of the missing UI-16’s. As necessary, the NDOL will contact the contractors to obtain the necessary Unemployment Tax contributions and upon receipt, issue Form UI-16

## **Contract Final Review**

Upon completion of the District Final Review, the District Reviewer will notify the Final Review Section by email that all final records are complete and available in OnBase

The District Reviewer will enter the following Informational Contract Time

- **FSCO – Final Submitted to Lincoln Const. Office**

The Final Review Section will enter the following Informational Contract Time

- **FRCO – Final Received in Lincoln Const Office**
- **PRP – Project - Release Pending from LCO**

## **Record Retrieval**

The Final Review Section will retrieve the following records:

- NDOT Form 475 – Project Data Card
- NDOT Form 330 – Project Completion Information Sheet

## **Final Estimate Review**

A cursory review of the Final Records and Final Estimate will be performed to determine if any deficiencies exist

- If no deficiencies are found:
  - Materials and Research Division Notification/Approval – The Final Review Section will notify the M&R Division Final Reviewer that the Final Estimate is ready for approval. After the M&R Final Reviewer determines that all required documentation has been received, the M&R Final Reviewer will approve the Final Estimate. Approval will also be made via the “Project Data Sheet” for all projects and the “Letter of Certification by State Engineer” for federal aid projects.
  - Final Estimate Approval – After the Final Review section receives notification from the M&R Final Reviewer that the Final Estimate has been signed, the Final Review Section will approve the Final Estimate.
- If deficiencies are found:
  - Final Estimate Rejection – If errors are found in the cursory review, the Final Review Section will reject the Final Estimate. The District Reviewer and the Project Manager will be notified to make any necessary corrections.

## **Time Review and Extension Computations and Documentation**

If the contract time allowance has overran, a cursory review will be performed. If this review indicates inconsistencies, improper procedures, etc. an in-depth review will be performed. This review will not be performed if the work has been completed within the contract time allowance.

Upon completion of the time review, the Final Review Section will perform the following:

- Prepare the Contractor Extension of Contract Time Allowance and Assessment of Liquidated Damages Notification Letter for projects that have overrun the contract time allowance only. This letter summarizes the total days extended and the total days that are being assessed for liquidated damages
- Prepare and approve/sign the Extension of Contract Time Allowance and Assessment of Liquidated Damages Document
- Transmit to the Contractor with copies to all entities outside of the NDOT. Notification to NDOT Personnel, via email, with all documents attached
- Retain these documents in OnBase

## **Final Computation File**

All final records will be identified in OnBase as an **NDOT GLOBAL Final Document**. Future retrieval of all Final Records will be through OnBase. All Final Review documents generated in the Final Review Section will be retained in OnBase and uploaded into the appropriate NDOT Final Review Document Type Group.



## **As Built Plans**

Verify that As Built Plans are stored in OnBase as directed by the As Built Plans section of this manual

## **Form and Letter Preparation**

The Final Review Section will:

- Complete and file NDOT Form 475 – Project Data Card
- Complete and submit NDOT Form 330 – Project Completion Information Sheet
- Complete the project entries on the Log of Finals Released to Controller
- Prepare the Notification of Project Release Letter to the District Engineer and Project Manager

## **Release of Final Estimate – Contract Closeout with the Contractor**

Upon notification of the Materials and Research Clearance (receipt of the Project Data Sheet), verify that the following documents have been uploaded into OnBase

- E-Verify Certification
- Project Data Sheet
- UI-16 Form
- NDOT Form 441 (if required)
- NDOT Form 442 (if required)

Print 1 copy of the Final Estimate to Contractor. Printing may be done to a printer or to an electronic format, likely Adobe.

- Make 2 copies of the front sheet of the Final Estimate and attach them to NDOT Form 330 for submittal to Controller Division

Create the Transmittal Letter to the District. This letter provides notification the Final Review is complete and the Final estimate has been submitted to the Controller division for contract closeout with the Contractor.

- Print and sign. May be done hard copy or electronically
- Upload into OnBase

## **Notification of Review Completion**

The Final Review Section will notify the following Divisions/Districts of contract closeout with the Contractor and provide the following documents:

District Engineer, District Construction Engineer, and Project Manager

- Email the Notification of Final Estimate Release with the OnBase links to the following:
  - NDOT FR Transmittal – LCO
  - NDOT FR Contract Time Extension Document (If Applicable)
  - NDOT FR Time Extension Letter – Contractor (If Applicable)
  - NDOT FR Time Extension Letter – FHWA

Controller Division

- NDOT Form 330 – Project Completion Information Sheet and 2 copies of the front sheet of the Final Estimate to Contractor. Delivery of this may be done via a link in OnBase or hard copy

## **Lincoln Construction Office Date Entry**

The Final Review section will enter the following Informational Contract Times in AASHTOWare Project

- **FRCO – Final Received in Lincoln Const Office**
- **PRP – Project-Release Pending from LCO**
- **PRQ – End of Release Pending Period**
- **PRC – Project Released to Controller**
- **BEID – Beginning Interest Date**

## **Lincoln Construction Division – Supplemental Estimate Procedures**

Supplemental Estimates are only created by the Final Review Section. The purpose of the Supplemental Estimate is to provide a means for reimbursement of liquidated damages or payment for increased contract item quantities. The Supplemental Estimate occurs after final payment has been made and the Prime contractor has protested a final quantity or the assessment of liquidated damages and the protest has been determined to be valid by the NDOT

### **Record Retrieval**

The Final Review Section will retrieve/review the following:

- Final Computations
- Contract File
- Contract Correspondence
- NDOT Form 475 – Project Data Card
- NDOT Form 330 – Project Completion Information Sheet

### **Claim Investigation**

The Final Review Section will investigate the claim

- If the claim is denied, the contractor will be notified by letter that the claim is denied
- If the claim is valid, a Supplemental Estimate will be created to provide payment

A Supplemental Estimate will be created for valid claims

- Reimbursement of Liquidated Damages
  - Create the Supplemental Estimate
  - Create the Revised Extension of Contract Time Allowance and Assessment of Liquidated Damages Document
  - Create the Revised FHWA Extension of Contract Time Allowance and Assessment of Liquidated Damages Document and submit to the FHWA along with the Revised Extension of Contract Time Allowance and Assessment of Liquidated Damages Document (only required if the contract has Federal Oversight)
  - Create the Revised Contractor Extension of Contract Time Allowance and Assessment of Liquidated Damages Notification Letter and submit to the contractor along with the Revised Extension of Contract Time Allowance and Assessment of Liquidated Damages Document
- Item Quantity Adjustment
  - Create the Supplemental Estimate
  - If necessary, correct contract item documentation for the item adjusted

Release the Supplemental Estimate

- The Final Review Section will:
  - Retain the Supplemental Estimate and any other pertinent information in OnBase
  - Correct NDOT Form 330 – Project Completion Information Sheet

- Update and File NDOT Form 475 – Project Data Card
- Completion of Review and Notification Distribution – The Final Review Section will notify the following Divisions/Districts of contract closeout with the Contractor and provide copies of the following records
  - Controller Division
    - NDOT Form 330 – Project Completion Information Sheet and 2 copies of the front sheet of the Final Estimate to Contractor. Delivery of this may be done via a link in OnBase or hard copy
  - District Engineer and Project Manager
    - Email with the OnBase link to the Notification of Project Release Letter
      - An OnBase link to the Time Extension Letter to the Contractor and Extension of Contract Time Allowance and Assessment of Liquidated Damages, if applicable

**Note: All Documents shall be retained in the appropriate area of OnBase**

# NEBRASKA

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**DEPARTMENT OF TRANSPORTATION**

Final Review Process Manual

Materials & Research

August 2021

## **Materials & Research Final Review Process**

The M&R Final Reviewer will perform the following steps:

- M&R receives the Project Completion Notification from the Project Manager that the project is complete and ready for material review
- The M&R Final Reviewer will identify all materials requiring evaluation
- The identified materials will be routed through the responsible laboratories in the M&R Division. The laboratory managers will review the material requirements for which they are responsible to ensure they have received all necessary sampling and testing. This evaluation will identify:
  - Satisfied requirements
  - Samples or certifications for which testing or documentation is lacking or inadequate
  - Materials that do not meet specification requirements
  - Identify deductions in compensation for failing materials
- Upon completion of the review, each laboratory manager will notify the M&R Final Reviewer of the completed evaluation or provide a list of deficiencies
- All necessary certifications and samples will be documented in the appropriate method. Should the sampling and testing be found to be deficient, the M&R Final Reviewer will assist the Project Manager in completing the requisite sampling and testing
- Once all necessary sampling and testing has been met, the Project Manager will be notified the material review is complete. If a subsequent estimate(s) adds an item or increase quantity, further evaluation may be required. If additional review is necessary, the Project Manager will be notified
- The Final Review Section of the Construction Division will notify the M&R Final Reviewer when the Final Estimate is ready for M&R approval. When all necessary sampling and testing has been documented, approved, and accepted, the M&R Final Reviewer will release the Final Estimate for final payment. Notification will be sent to the Project Manager, with a copy to the Final Review Section, when the Final Estimate has been released
- If the required material documentation is deficient and cannot be resolved, the State Material Engineer will coordinate with the Construction Division to take the appropriate actions to resolve the deficiency or shortage
- Any questions regarding this procedure should be directed to the M&R Final Reviewer

## **Materials & Research Final Procedures**

### **Final Estimate Clearance**

The Project Manager will notify the M&R Final Reviewer of the following by email:

- Project Completion Notification (NDOT Const-Completion Notification mail group)

The M&R Final Reviewer will perform the following

- Review the latest estimate to ensure required material acceptance documentation is available and stored appropriately
- Notify the Project Manager and the Prime contractor, if necessary, of any deficiencies

### **Final Estimate Approval**

The Final Review Section will notify the M&R Final Reviewer when the Final Estimate is ready for approval. The M&R Final Reviewer will approve the Final Estimate when all required material acceptance sampling and testing has been documented, approved, and accepted

### **Clearance Notification to the Final Review Section**

The M&R Final Reviewer will send the Final Review Section notification the Final Estimate has been approved. This notification will not be sent until the following have been completed:

- Project Data Sheet completed and uploaded into OnBase
- Letter of Certification by State Engineer completed and uploaded into OnBase (pursuant to funding allocation)
- Final Estimate signed

### **AASHTOWare Project Contract Times**

At the conclusion of the formal material evaluation, the M&R Final Reviewer will enter the **MTC – Materials and Research Clearance** Informational Time. In preparation for final signature, the Actual Completion Date will be entered and should reflect the date of final Materials & Research clearance

**Note: All Documents shall be retained in the appropriate area of OnBase**

# NEBRASKA



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**DEPARTMENT OF TRANSPORTATION**

## Final Review Process Manual

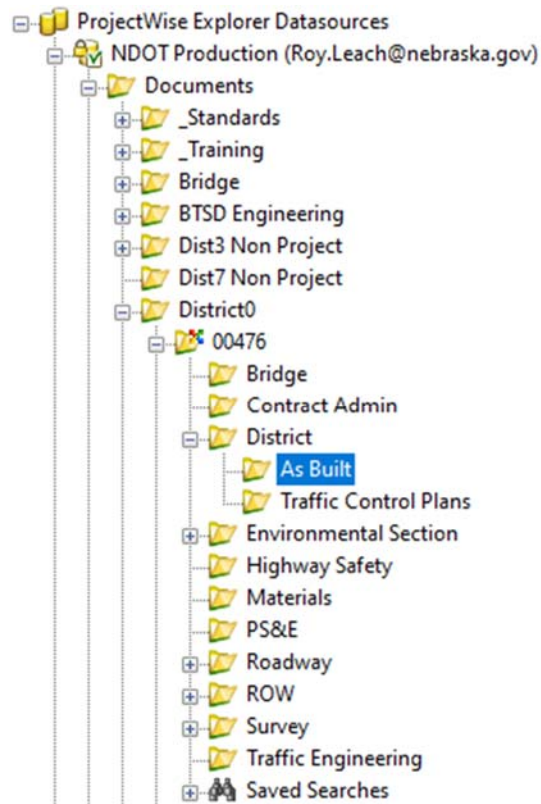
As Built Plans

August 2021



The As-Built Plans are intended to be an exact representation of the completed work. All plan sheets will be included in the As-Built Plans **except for** Standard Plan Sheets, Roadway Cross Section Sheets, unused Option Groups (example: Bridge Plans – Contractor’s Option to build either Group 6 or Group 6A when both groups are for a bridge at the same location but of different types such as steel or concrete girders), and deleted plan sheets. Revised plan sheets will be inserted (remove plan sheets that have been replaced). The “2S” sheets will be corrected to show the Final Quantities including additional items of work. Ensure that the sheet numbers correspond with the sheet numbers listed in the Index of Sheets. **All changes made will be made on the appropriate level (DIST As Built #110) and so the completed As Built Plans will print in black and white.**

As-Built Plans will be created electronically and uploaded into OnBase. Upon receipt of the Awards Announcement, the Plan Development Unit (PDU) will copy the dgn files to the As Built folder in ProjectWise. Once the dgn files have been copied, PDU will send an email to the appropriate District Construction Engineer who will pass it on to the Project Manager assigned to the project. The As Built folder is located in the District folder under the Control Number.



If there are Plan Revisions, PDU will copy the revised plan sheets to the As Built folder. This copy will overwrite the previous dgn file. It is the practice of PDU to check the file that will be overwritten to see if any As Built data has been added to it. If there has been As Built data added, PDU will incorporate the changes into the new dgn file and delete the previous file. If you feel that a sheet has been overwritten but your As Built data was not incorporated, please contact Roy Leach ([roy.leach@nebraska.gov](mailto:roy.leach@nebraska.gov) or 402-479-4456) and he will work with PDU and BTSD to have the original file recovered.

## Title Sheet

The front sheet will 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 Index of Sheets will be corrected to show any plan sheets not included in the As-Built Plans by crossing the sheets out with a single line through the middle of the text. The Index of Sheets will be corrected to show any plan sheets that were added. Any/all Plan Revisions should be added.

<b>INDEX OF SHEETS</b>	
SHEET NO.	
1	TITLE PAGE
2-T	TYPICAL CROSS SECTIONS (R1)
2-S	SUMMARY OF QUANTITIES (R1)
2-W	WETLANDS (R1)
2-N1 - 2-N2	GENERAL INFORMATION & DETOUR LOCATION MAP (R1) SHT. 2-N1
2-L	EROSION AND SEDIMENT CONTROL (R1)
3	PLAN AND PROFILE SHEETS (R1) (R2)
4A	DRAINAGE STRUCTURE CROSS SECTIONS (R1) DELETED SHT. 4; ADDED SHT. 4A
5 - 12	SPECIAL PLAN 1 CONCRETE SLAB BRIDGE (R1) SHTS. 5 THRU 9, 11, & 12 STA. 25+21.00
13	SPECIAL PLAN 1C GUARDRAIL PLANS
14	SPECIAL PLAN 2C CONCRETE WASHOUT & CONSTRUCTION EXIT
15	SPECIAL PLAN 3C TEMPORARY PIPE SLOPE DRAIN
16 - 19	SPECIAL PLAN 4C SILT CHECKS ALL TYPES
R1	RIGHT-OF-WAY SHEETS (R1)
X1 - X7 X5A - X8	CROSS SECTIONS (R1) SHT. X3; DELETED SHTS. X6 & X7; ADDED SHTS. X5A, X7A, & X8
STANDARD PLAN SHEETS AND SHEETS WHICH ARE LINED OUT HAVE NOT BEEN MICROFILMED	
STANDARD PLANS	
<del>367-R3</del>	<del>(2 SHEETS) HASLON TURNOUT</del>
<del>410-R4</del>	<del>(2 SHEETS) FLARED END SECTIONS FOR CULVERT PIPES</del>
<del>501-R7</del>	<del>(3 SHEETS) EROSION CONTROL</del>
<del>502-R3</del>	<del>(2 SHEETS) SILT FENCE DETAILS</del>
<del>740-R1</del>	<del>(1 SHEETS) MIDWEG GUARDRAIL SYSTEM BRIDGE APPROACH SECTION</del>
<del>743-R2</del>	<del>(1 SHEETS) GUARDRAIL DETAILS</del>
<del>920-R7</del>	<del>(3 SHEETS) TRAFFIC CONTROL, CONSTRUCTION AND MAINTENANCE</del>
<del>921-R8</del>	<del>(2 SHEETS) TRAFFIC CONTROL, CONSTRUCTION AND MAINTENANCE</del>
<del>923-R2</del>	<del>TRAFFIC CONTROL ROAD CLOSURE</del>

## Summary Sheets

The Summary Sheets will show the final quantities of all items. If the final quantity is the same as the plan quantity, no change is required. If the final quantity is different from the plan quantity, the plan quantity should be crossed out with a single line through the middle of the text and the final pay quantity placed as closely as possible to the original.

## CULVERT ITEMS GROUP 4

ITEM	QUANTITY	UNITS
MOBILIZATION	1.000 ✓	LS
REMOVE FLARED-END SECTION	3.000 ✓	EACH
EXCAVATION FOR PIPE, PIPE-ARCH CULVERTS, AND HEADWALLS	<b>104.000</b> <del>96.000</del>	CY
CLASS 47B-3000 CONCRETE FOR INLET AND JUNCTION BOX	<b>3.890</b> <del>1.800</del>	CY
REINFORCING STEEL FOR INLET AND JUNCTION BOX	<b>254.000</b> <del>110.000</del>	LB
12" CULVERT PIPE, TYPE 2,5,7 OR 8	<b>0.000</b> <del>103.000</del>	LF
18" CULVERT PIPE, TYPE 2,5,7 OR 8	<b>613.000</b> <del>437.000</del>	LF

All items included on the Final Estimate will be included on the Summary Sheets. **Any new items of work added by Change Order will be added in the appropriate Group on the Summary Sheets.** This includes contingency work items (Pile Cutoff, Incentive/Disincentive, Deductions, etc.). The item name, final pay quantity, and SiteManager Change Order Number and Item Number will be added.

Change Order #001	DATED: 4/24/2018	SUPPLEMENTAL AGREEMENT
ITEM #4001 CURB INLET SEDIMENT FILTER	264.000	<del>400.000</del> LF
Change Order #002	DATED: 4/30/2018	SUPPLEMENTAL AGREEMENT
ITEM #4002 FLAGGING	1.500	<del>30.000</del> DAY
Change Order #003	DATED: 7/2/2018	DEDUCTION IN COMPENSATION
ITEM #4003 DEDUCTION		1.000 LS ✓
Change Order #004	DATED: 9/6/2018	SUPPLEMENTAL AGREEMENT
ITEM #4004 12" WHITE WET REFLECTIVE THERMOPLASTIC PAVEMENT MARKING, GROOVED	5,564.000	<del>5,200.000</del> LF
Change Order #005	DATED: 1/29/2019	CONTINGENCY WORK
ITEM #4007 SUPERPAVE QUALITY INCENTIVE	26,131.860	TON ✓
ITEM #4008 SMOOTHNESS INCENTIVE	9,141.990	TON ✓
Change Order #006	DATED: 1/17/2019	SUPPLEMENTAL AGREEMENT
ITEM #4005 DEDUCTION		1.000 LS ✓
ITEM #4006 DEDUCTION		1.000 LS ✓

## Plan Sheets

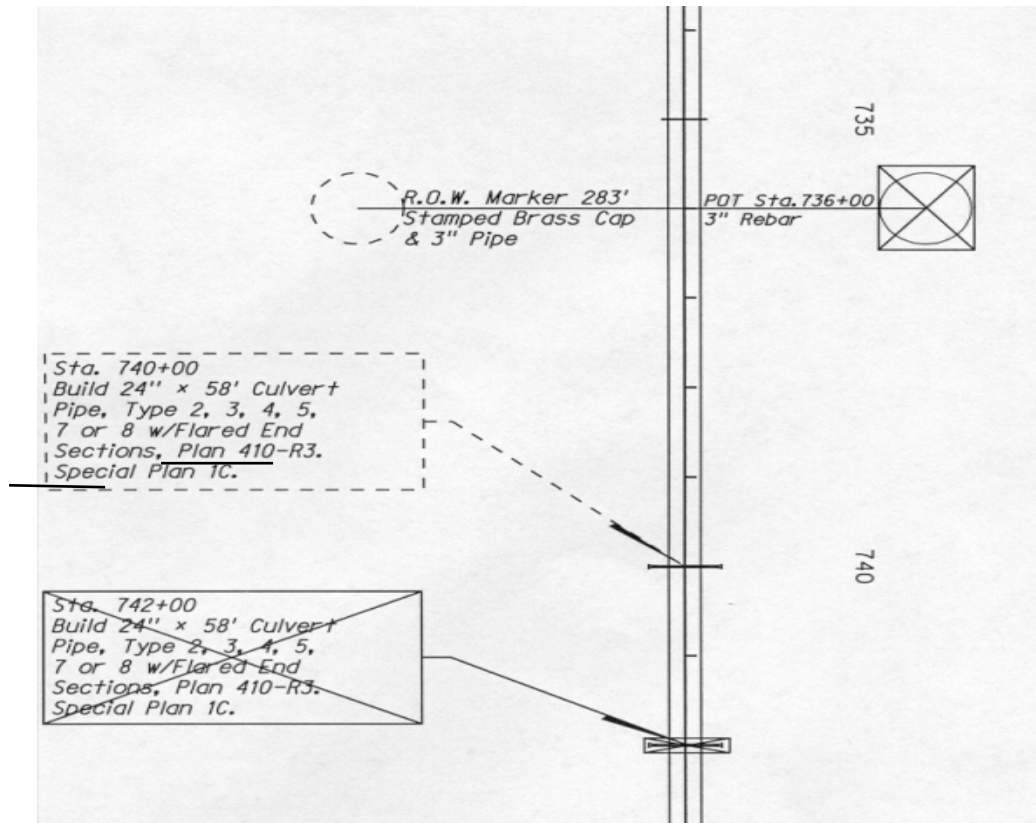
All plan sheets will be corrected to reflect a true representation of the completed work.

If built per plan, do not change the build note.

If changed from plan, "X" out the original note and add the correct build note.

"As Built" stamps are not required on plan sheets where no changes were made. Plan sheets with any changes must bear the "As Built" stamp. If the stamp is not added to a plan sheet, it is assumed that everything shown on that sheet was built per plan.

Lines, dimensions and notations shown in the original plans which have been eliminated or corrected will be "X-ed" (crossed out) and boxed with solid lines. Dashed lines will be used to indicate any as-built lines, dimensions, or tie points that differ from the original plans. For example, a 24" x 58' (600 mm x 17.7 m) pipe culvert is constructed at Station 740+00, whereas the plans called for a 24" x 58' (600 mm x 17.7 m) pipe culvert at Station 742+00. The outline of the culvert at Station 742+00 will 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 will be shown at Station 740+00. In striking out figures and notations, care will 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 will be shown on the As-Built Plans.

## **The following information will be shown for the various work types:**

### **Grading:**

1. All changes in alignment.
2. All equations in stationing used during construction.
3. All permanent references for control points. All control points required to establish centerline will be perpetuated.
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 will be identified by the word "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 re-laid. Overall location and dimensions of the drive should be included in the table of Driveways and Intersections.
10. Locations of limits of construction of all channel changes, dikes, intercepting ditches, etc., outside the right-of-way not covered by extended roadway cross sections. 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. All changes in elevations.
4. The type of pipe installed (Type 2, 3, 4, 5, etc.) for all culvert types. The types of pipe that were not used shall be struck out leaving only the type used. Any and all plan sheets shall be changed to reflect the culvert type.

### **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.
7. All revised pile and pier elevations.
8. All driven/installed pile lengths

## **Surfacing:**

1. Beginning and ending stationing of each type of surfacing constructed.
2. Changes to the width and/or thickness of surfacing constructed.
3. All other changes made to the Typical Cross Sections.
4. Location of any/all option pits used in connection with the construction of the project. If any plan option pits are not used, designate by the words "Not Used".

## **Lighting and Signals:**

1. The exact location of conduit or cable runs, pull boxes, and any other information that may be beneficial in case of maintenance problems or construction activities in the area.
2. The first lighting and signal plan sheets will show the name of the agency assuming the maintenance and/or operation as well as the date the responsibility is assumed.
3. When the lighting or signal facility is to be maintained and/or operated by another agency (municipality, utility company, etc.), a set of As-Built plans shall be forwarded to that agency when they are notified that the work has been accepted and the maintenance and/or operation is to be assumed by them.

## **Clearance Letter:**

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

## **Processing As-Built Plans**

1. Project personnel will prepare one (1) electronic set of As-Built Plans as instructed above.
2. The District Reviewer will review the As-Built Plans for the following:
  - a. Inclusion of required sheets (Plan Revisions, added sheets, etc.)
  - b. Inclusion of all pertinent information as instructed above
  - c. Deletion of sheets that are not required (Standard Plans, Roadway Cross Sections, deleted sheets, unused alternative design sheets, etc.)
  - d. Updated Index of Sheets
  - e. Correct Sheet Numbers
3. The As-Built Plans will be uploaded into OnBase and moved to the NDOT HWY As Built Document Type prior to the submission of the project final records to the Construction Office. This action will typically be performed by the District Reviewer after their review of the As-Built Plans, provided they find them to be correct.
4. Cities, counties, etc. that have money involved or a special interest in the project will be asked by an NDOT Representative or the Project Manager (NDOT or Consultant) if they need/want a complete copy of the As-Built Plans or only specified sheets.
5. The District will be responsible for providing the desired As-Built Plans once they are complete.

6. The copy of the plans or specified sheets should only be provided after the plans have been uploaded into OnBase and moved to the NDOT HWY As Built Document Type.
7. The Final Review section of the Construction Office will verify that the As-Built Plans have been uploaded.
8. No physical copies of As-Built Plans will be made. The plans will be in OnBase and available for viewing electronically. If copies of the As-Built Plans are needed by outside agencies/personnel, an electronic copy should be delivered whenever practicable.

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**DEPARTMENT OF TRANSPORTATION**

Final Review Process Manual

State Obtained Option Material  
Source Site

August 2021



The Department may acquire and make available to the Contractor the option to utilize a State Obtained Option Material Source Site for borrow, waste, plant site, or storage site purposes. The Contractor's use of a State Obtained Option Material Source Site is not required. The Contractor may obtain their own Material Source Site. If the Contractor elects to utilize the State Obtained Material Source Site, the following information is applicable.

### **Royalty Payments**

For State Obtained Option Material Source Sites utilized by the Contractor, the royalty payment and payment for incidental items identified in the contract (fencing, seeding, crop damage, etc.) due to the landowner will be withheld from the Contractor and paid directly to the landowner by the Department.

If a State Obtained Option Material Source Site is used, the following are required prior to making payment to the landowner:

- **If based on volume**, the Project Manager will measure the borrow volume obtained from the site based on preliminary and final cross sections
  - The Project Manager will prepare and submit the "Royalty Confirmation Letter" to the Contractor confirming the quantity obtained from the site, payment for incidental items and the amount of royalty due with a copy to the Right of Way Division (hard copy or OnBase link). See Appendix – Letter Examples
- **If based on area**, the Project Manager will prepare a sketch showing the dimensions, landowner name, legal description of the site, ties to the project centerline, and area computations
  - The Project Manager will prepare and submit the "Royalty Confirmation Letter" to the Contractor confirming the dimensions, landowner's name, legal description of the site, ties to the project centerline, area computations, and the amount of royalty due with a copy to the Right of Way Division (hard copy or OnBase link). See Appendix – Letter Examples
- The Contractor shall prepare and submit a "Letter of Concurrence" to the Right of Way Division with copies to the Project Manager and the Final Review Section of the Construction Division
- The Right of Way Division will prepare and submit a Right of Way Option pit Letter to the Controller Division authorizing the amount of royalty due to the landowner with copies to the Project Manager and the Final Review Section of the Construction Division
- The Project Manager will obtain an NDOT Form 348, Material Pit Contract Release from the landowner. See Appendix – Form Examples
- The Project Manager will complete an NDOT Form 232, Option Sites Final Status Report and submit with the Final Records
- The Project Manager will create a Contingency Change Order to deduct the Royalty Payment from the Contractor on the next Progress Estimate

It may be desirable to make a partial royalty payment to the landowner due to multi-year projects or long work suspensions. The necessary information will be submitted to the Right of Way Division to authorize the partial royalty payment. It is not necessary to notify the Contractor for this action.

**If a State Obtained Option Material Source Site is obtained but not used, the Project Manager will submit a letter stating this to the Right of Way Division.** Ensure a copy is uploaded into OnBase and marked as a Finals Document

**AASHTOWare Project Contract Times**

Enter the OPSR – Option Pit Site Release Received Recurring Contract Time in AASHTOWare Project once the Site Release has been obtained

**Note: All Documents shall be retained in the appropriate area of OnBase**

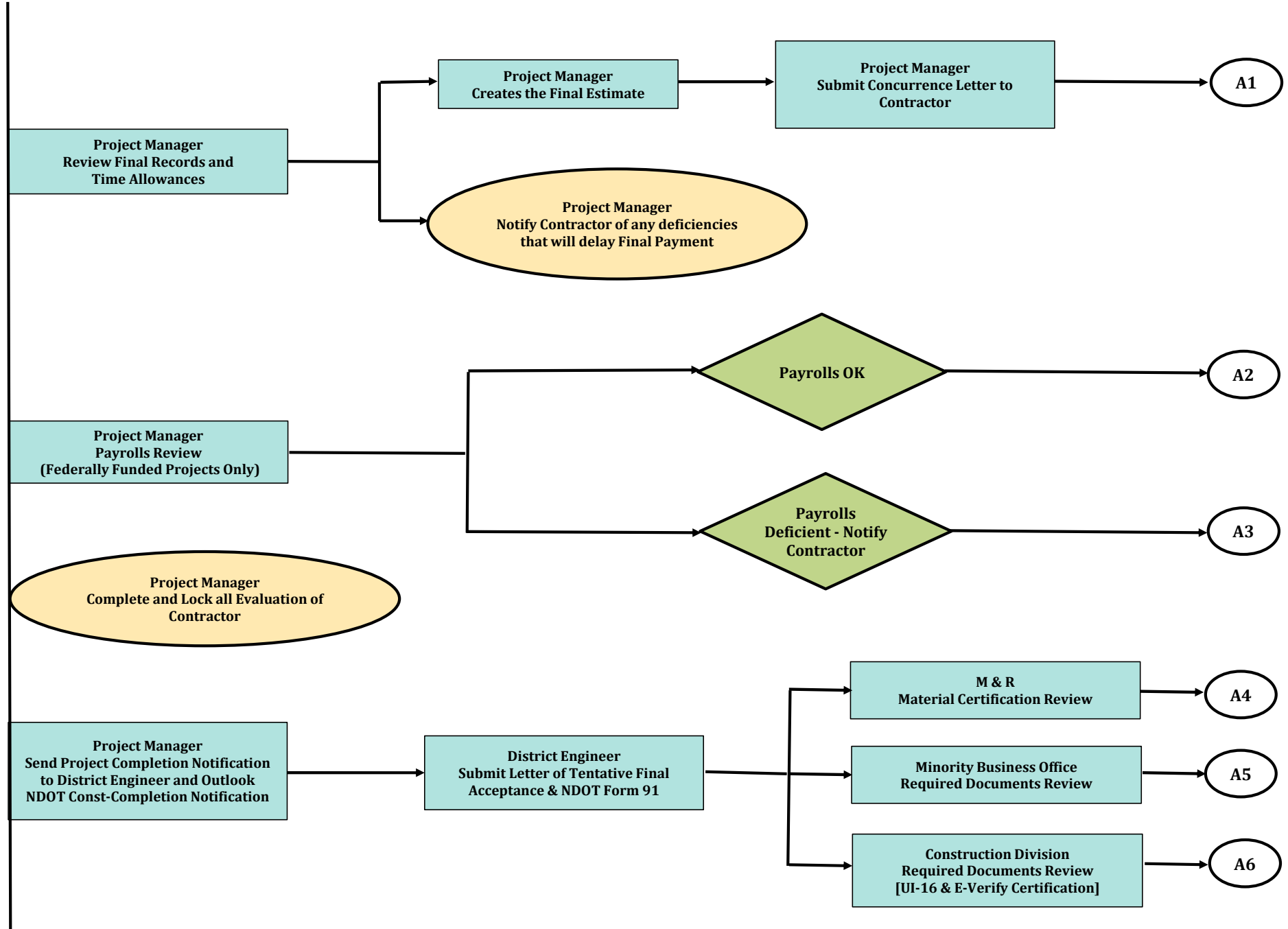
# Final Review Process Flowchart

0

Project Completion Date to Date of Submittal of Concurrence Letter to the Contractor

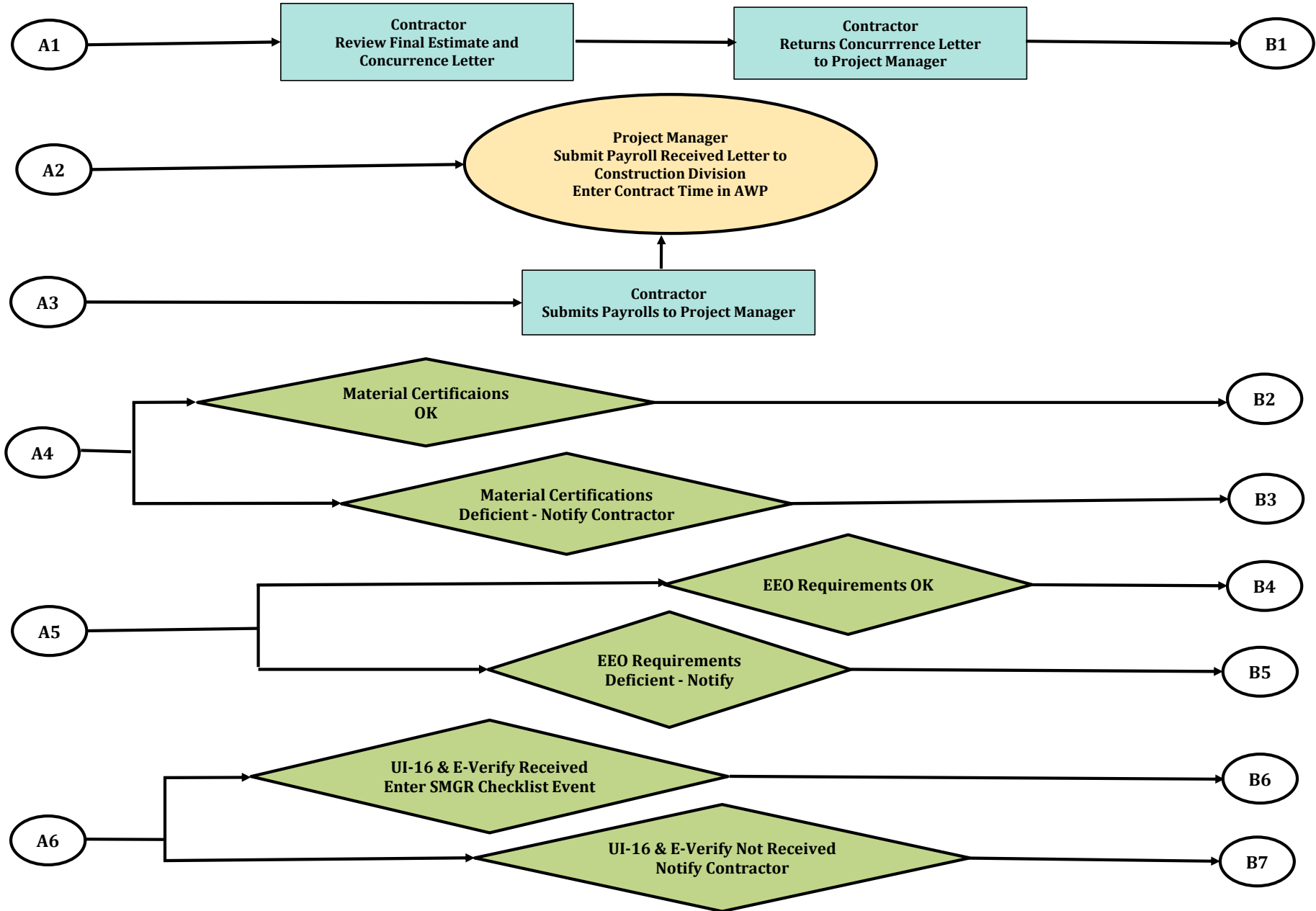
[Goal - 25 CDS]

25



# Final Review Process Flowchart

25 Submittal of Concurrence Letter to the Contractor to Return of Concurrence Letter to Project Manager [Goal - 15 CDS] 40

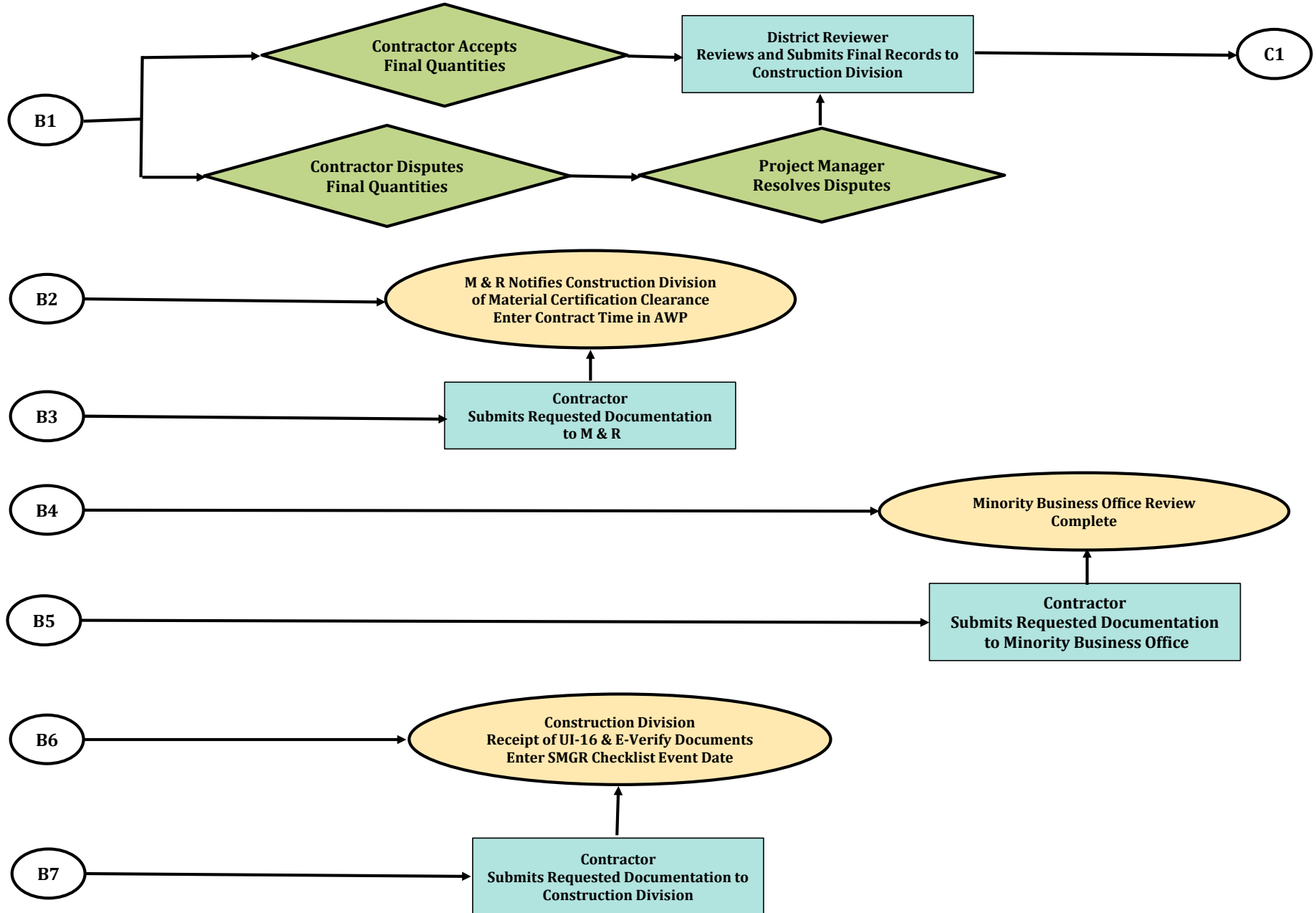


# Final Review Process Flowchart

40 Return of Concurrence Letter to Project Manager to Submittal to Lincoln Construction Office

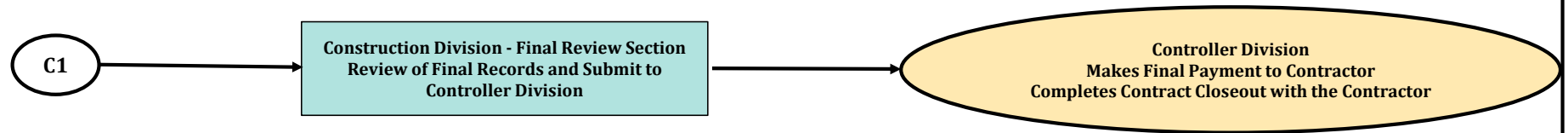
[Goal - 15 CDS]

55



# Final Review Process Flowchart

55 Received in Lincoln Construction Office to Release to Controller Division for Contractor Final Payment [Goal - 5 CDs] 60



## NDOT Final Review Process Flow Chart

**This procedure pertains to the final review procedures for all projects without regard to the monetary value of the contract or type of work.**

### Time Line

**The goal of this process is to release the contract for final payment to the Contractor within 60 Calendar Days after the Project Completion Date.**

**June 2021**

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**DEPARTMENT OF TRANSPORTATION**

## Final Review Process

### Appendix 1 – Letter Examples Index

August 2021

1. Concurrence/Non-concurrence Letter – Final
2. Concurrence/Non-concurrence Letter – Partial
3. Contractor Deficiency Notification Letter, E-Verify – LCO
4. Contractor Deficiency Notification Letter, Material Certifications
5. Contractor Deficiency Notification Letter, Payrolls – LCO
6. Contractor Deficiency Notification Letter, Payrolls – PM
7. Contractor Extension of Contract Time Allowance and Assessment of Liquidated Damages Notification Letter – LCO
8. District Reviewer Final Review Summary Letter
9. Extension of Contract Time Allowance and Assessment of Liquidated Damages – LCO
10. Final Review Audit Report – Construction
11. Notification of Project Release Letter
12. Proactive Review Report – Construction
13. Proactive Review Report – Controller

# Appendix 1 – Letter Examples Index (cont.)

14. Project Completion Notification
15. Project Manager Final Records Transmittal Letter
16. Revised Contractor Extension of Contract Time Allowance and Assessment of Liquidated Damages Notification Letter
17. Revised Extension of Contract Time Allowance and Assessment of Liquidated Damages Document – Liquidated Damages Assessed
18. Revised FHWA Extension of Contract Time Allowance and Assessment of Liquidated Damages Notification Letter
19. Revised Notification of Project Release Letter
20. Royalty Confirmation Letter
21. Sign Deduction Computation Letter



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DEPARTMENT OF TRANSPORTATION



Provided for example only

July 23, 2021

Pete Ricketts, Governor

Werner Construction, Inc.  
129 E. 2<sup>nd</sup> St.  
P.O. Box 1087  
Hastings, NE 68902-1087

Re: STPD-12-3(456)  
Lincoln South  
Control No. 67890

Attached for your review are two copies of Estimate No. 15 and one copy of a Concurrence/Non-Concurrence Form.

If you concur with the quantities shown on this estimate, this estimate will become the Final Estimate. Accordingly, no further review of these quantities is anticipated and the processing of the final records, including final payment, will be accelerated.

If you concur with the quantities shown on this estimate, please sign the enclosed Concurrence/Non-Concurrence Form and return it, along with one copy of the estimate. Please be aware that your concurrence applies only to the items entered on the attached estimate. The final payment may be increased or decreased in the final review process by incentive payments, disincentive deductions, the assessment of liquidated damages, deduction for non-compliant materials, or other appropriate reasons.

If you do not concur with the quantities shown on this estimate, please identify on the Concurrence/Non-Concurrence Form those quantities with which you disagree and return the form, along with a copy of the estimate and any documentation you have supporting your disagreement with those quantities. In this case, your claim will be reviewed and you will be notified regarding the result of the review.

In some cases, and when so indicated on the form, the Concurrence/Non-Concurrence Form may also be used to document your agreement to perform at contract unit prices major items of work that either overran or underran the contract quantities by 25% or more. In the event that you do not agree to perform those items at the contract unit prices, it will be necessary to negotiate a Change Order – Supplemental Agreement to establish a new unit price for the quantity that varies by more than 25%.

Kyle Schneeweis, P.E., Director  
Department of Transportation  
1500 Highway 2  
PO Box 94759  
Lincoln, NE 68509-4759  
[dot.nebraska.gov](http://dot.nebraska.gov)

OFFICE 402-471-4567 FAX 402-479-4325  
[DOT.ContactUs@nebraska.gov](mailto:DOT.ContactUs@nebraska.gov)

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Pete Ricketts, Governor

Failure to respond to this letter, in writing, within 14 calendar days will be considered an indication of your concurrence with the quantities shown on Estimate No. 15, and no further review of the items will be made.

Sincerely,

Name and Title

Attachments

xc: District  
Final Records

Kyle Schneeweis, P.E., Director  
**Department of Transportation**  
1500 Highway 2  
PO Box 94759  
Lincoln, NE 68509-4759  
[dot.nebraska.gov](http://dot.nebraska.gov)

OFFICE 402-471-4567 FAX 402-479-4325  
DOT.ContactUs@nebraska.gov



July 23, 2021

Project No.: STPD-12-3(456)

Groups: 1, 5, 9, and 10

Contractor Name: Werner Construction, Inc.

### Major Items of Work

I agree to perform the following Major Items of Work that have overran or underran the contract quantities by 25% or more at the established unit prices.

Item	Agree	Do Not Agree
Item 0063 – Asphaltic Concrete, Type SRM	<input type="checkbox"/>	<input type="checkbox"/>
Item 0068 – Performance Graded Binder (58H-34)	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
The Project Manager will identify all Major Items of Work that have overran or underran in excess of 25% and are eligible for price renegotiation that have not been previously addressed by Change Order/Supplemental Agreement or by a Letter of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
The contractor is to indicate agreement or non-agreement to perform the eligible work at the established unit prices in these columns	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>

.....  
*Contractor*

.....  
*Date*

A copy of Estimate No. 15 is attached.

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Pete Ricketts, Governor

April 4, 2020

Vontz Paving, Inc.  
1255 W. HWY 6  
Hastings, NE 68901-7711

Re: STP-98-7(654)  
Pierce East  
Control No. 43210

Attached for your review are two copies of Estimate No. 0015. We are asking for your concurrence or non-concurrence for the completed items or groups as identified below.

Group or Item

Group 1 – Grading – All Items

Group 3 – Item 0027 – 10” Concrete Pavement  
Item 0028 – Subgrade Preparation  
Item 0029 – Base Course

Group 4 – Culverts – All Items

Kyle Schneweis, P.E., Director  
**Department of Transportation**  
1500 Highway 2  
PO Box 94759  
Lincoln, NE 68509-4759  
[dot.nebraska.gov](http://dot.nebraska.gov)

OFFICE 402-471-4567 FAX 402-479-4325  
DOT.ContactUs@nebraska.gov

April 4, 2020

If you concur with the quantities shown on this estimate, those quantities will become the Final Pay Quantities. Accordingly, no further review of these quantities is anticipated.

If you concur with the quantities shown on this estimate, please sign the enclosed Concurrence/Non-Concurrence Form and return it along with one copy of the estimate. Please be aware that your concurrence applies only to the items listed in this letter.

If you do not concur with the quantities shown on this estimate, please identify on the Concurrence/Non-Concurrence Form those quantities with which you disagree and return the form, along with a copy of the estimate and any documentation you have supporting your disagreement with those quantities. In this case, your claim will be reviewed, and you will be notified regarding the result of the review.

In some cases, and when so indicated on the form, the Concurrence/Non-Concurrence Form may also be used to document your agreement to perform at contract unit prices major items of work that either overran or underran the contract quantities by 25% or more. In the event that you do not agree to perform those items at the contract unit prices, it will be necessary to negotiate a Change Order – Supplemental Agreement to establish a new unit price for the quantity that varies by more than 25%.

Failure to respond to this letter, in writing, within 14 calendar days will be considered an indication of your concurrence with the quantities shown on Estimate No. 0015, and no further review of the items will be made.

Sincerely,

Name and Title

Attachments

xc: District  
Final Records



Date

Project No.: STP-98-7(654)

Groups: 1, 3, 4, 5, 7, and 10

Contractor Name: Vontz Paving, Inc.

### Major Items of Work

I agree to perform the following Major Items of Work that have overran or underran the contract quantities by 25% or more at the established unit prices.

Item	Agree	Do Not Agree
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
The Project Manager will identify all Major Items of Work	<input type="checkbox"/>	<input type="checkbox"/>
that have overran or underran in excess of 25% and are	<input type="checkbox"/>	<input type="checkbox"/>
eligible for price renegotiation that have not been previously	<input type="checkbox"/>	<input type="checkbox"/>
addressed by Change Order/Supplemental Agreement	<input type="checkbox"/>	<input type="checkbox"/>
or by a Letter of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
The contractor is to indicate agreement or non-agreement	<input type="checkbox"/>	<input type="checkbox"/>
to perform the eligible work at the established unit prices	<input type="checkbox"/>	<input type="checkbox"/>
in these columns	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>

-----  
*Contractor*

-----  
*Date*

A copy of Estimate No. 0015 is attached.



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**DEPARTMENT OF TRANSPORTATION**



Provided for example only

Pete Ricketts, Governor

June 30, 2021

Simon Contractors Inc.  
P.O. Box 149  
Cheyenne, WY 82003-0149

Re: Project No: ER-58-2(113)  
Control No: 42896  
Location: Boelus East

Review of the final records indicates that the Nebraska Department of Transportation has not received certification that your company and all of your subcontractors have complied with the Special Prosecution and Progress Provision for registration and use of a Federal Immigration Verification System (see pages 43 and 44 of the contract).

Please send this required document to: Nebraska Department of Transportation  
Construction Division  
P.O. Box 94759  
Lincoln, NE 68509-4759  
Attn: Final Review Section

The Nebraska Department of Transportation considers this document to have direct bearing to the beginning interest date and may affect the amount of interest earned.

Please give prompt attention to this matter.

Sincerely,

Department of Transportation  
Construction Division  
[roy.leach@nebraska.gov](mailto:roy.leach@nebraska.gov)

Cc: File

John R. Selmer, P.E., Director

**Department of Transportation**

**MAILING ADDRESS**

PO Box 94759  
Lincoln, NE 68509-4759

**PHYSICAL ADDRESS**

1500 Highway 2  
Lincoln, NE 68502

**PHONE** 402-471-4567

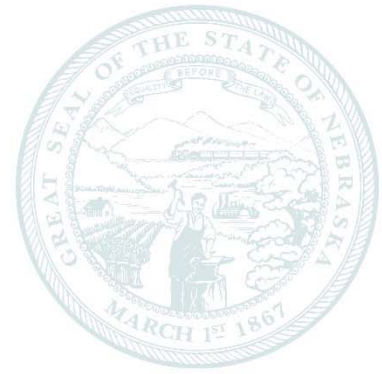
**EMAIL** [NDOT.ContactUs@nebraska.gov](mailto:NDOT.ContactUs@nebraska.gov)

[dot.nebraska.gov](http://dot.nebraska.gov)

# NEBRASKA

Good Life. Great Journey.

**DEPARTMENT OF TRANSPORTATION**



Pete Ricketts, Governor

April 5, 2018

All Done Construction Co.  
P.O. Box 24  
Graf, NE 68123

Re: Project No: NH-136-1(105)  
Control No: 12894  
Location: Brownville West

The Materials and Research Division of the Nebraska Department of Transportation has advised me that the material certifications have not been received for the following items:

72' of 24" Corrugated Metal Pipe  
2 – 24" Metal Flared End Sections  
208' of 7 Conductor #14 AWG Traffic Signal Cable  
Buy America Certification Letter

Please submit a copy of these documents to me.

The Nebraska Department of Transportation considers this document to have direct bearing to the beginning interest date and may affect the amount of interest earned.

Please give prompt attention to this matter. Thank you.

Sincerely,

Department of Transportation  
Highway Project Manager

Cc: District  
Materials & Research – Final Review  
Construction Division – Final Review Section  
OnBase

John R. Selmer, P.E., Director

**Department of Transportation**

**MAILING ADDRESS**

PO Box 94759  
Lincoln, NE 68509-4759

**PHYSICAL ADDRESS**

1500 Highway 2  
Lincoln, NE 68502

**PHONE** 402-471-4567

**EMAIL** [NDOT.ContactUs@nebraska.gov](mailto:NDOT.ContactUs@nebraska.gov)

[dot.nebraska.gov](http://dot.nebraska.gov)

# NEBRASKA

Good Life. Great Journey.

**DEPARTMENT OF TRANSPORTATION**

Provided for example only



Pete Ricketts, Governor

November 4, 2020

Constructors, Inc.  
1815 Y St.  
P.O. Box 80268  
Lincoln, NE 68501-0268

Re: Project No: STP-S55A(105)  
Control No: 12967  
Location: Denton Spur

Review of the final quantities has been completed in the Lincoln Construction Office and the final estimate is ready to be released for final payment. Final payment will not be made, and the project will not be closed out until, the Nebraska Department of Transportation (NDOT) is in receipt of all payrolls. Multiple requests have been made for you to provide these payrolls, which are required by the contract.

Upon receipt of this information, the final estimate will be immediately forwarded to the Controller Division for final payment.

Please send the required payrolls to:                      Bob Traudt  
Nebraska Department of Transportation  
302 Superior St.  
P.O. Box 94759  
Lincoln, NE 68509-4759

The Nebraska Department of Transportation considers this document to have direct bearing to the beginning interest date and may affect the amount of interest earned.

Please give prompt attention to this matter.

Sincerely,

Department of Transportation  
Construction Division

Cc: File

Kyle Schneweis, P.E., Director  
**Department of Transportation**  
1500 Highway 2  
PO Box 94759  
Lincoln, NE 68509-4759  
[dot.nebraska.gov](http://dot.nebraska.gov)

OFFICE 402-471-4567 FAX 402-479-4325  
NDOT.ContactUs@nebraska.gov

# STATE OF NEBRASKA

DEPARTMENT OF ROADS  
John L. Craig, *Director*

## Contractor Deficiency Notification Letter Payrolls

August 21, 2001



**Mike Johanns**  
Governor

All Done Construction Co.  
P. O. Box 24  
Vesta, NE 68123

**RE:** Project No. NH-136-1(105)  
Brownville West  
Control No. 12894

I have completed reviewing the payrolls for Project No. NH-136-1(105). I have determined that the payrolls for your subcontractor, Stumpy's Construction Co., have not been received for the week ending May 4, 2000.

Corrections are required for the payrolls submitted for Jack's Dozing. The Social Security Number for Joe Smith is missing. The pay rate for Josh Jones is in error. A copy of the payroll, with all omissions noted, is attached.

Please make these corrections and supply the missing payroll and submit to me. The Nebraska Department of Roads considers these documents to have direct bearing to the beginning interest date and may affect the amount of interest earned.

Please give prompt attention to this matter. Thank you.

Sincerely,

Hwy. Project Manager

Cc: <District Engineer>  
Construction Division – Final Review Section  
Final Comp. File

# NEBRASKA

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DEPARTMENT OF TRANSPORTATION



Provided for Example Only

March 16, 2021

Pete Ricketts, Governor

A.M. Cohron & Son, Inc.  
62180 Great River Rd.  
P.O. Box 479  
Atlantic, IA 50022-0479

With Liquidated Damages

Re: Project No: STP-62-7(108)  
Control No: 13098A  
Location: Stella West Bridges

I am attaching an Extension of Contract Time Allowance and Assessment of Liquidated Damages Document, which is applicable to the completion of your work on Project Number STP-62-7(108).

The contract time allowance overran sixty-eight (68) calendar days. The project records indicate that an extension of thirty-eight (38) calendar days was previously granted in accordance with the Specifications. The assessment of liquidated damages is applicable.

An extension of one (1) calendar day was previously granted due to reasons explained in Change Order No. 3, dated September 4, 2018.

An extension of four (4) calendar days was previously granted due to reasons explained in Change Order No. 5, dated September 18, 2018.

An extension of thirty-two (32) calendar days was previously granted due to reasons explained in Change Order No. 8, dated April 18, 2019.

An extension of one (1) calendar day was previously granted due to reasons explained in Change Order No. 11, dated March 4, 2021.

It is necessary to assess liquidated damages for the remaining overrun of thirty (30) calendar days. This assessment was previously applied on Progress Estimates. No additional assessment necessary.

Sincerely,

Roy Leach  
Nebraska Department of Transportation  
Construction Division  
[roy.leach@nebraska.gov](mailto:roy.leach@nebraska.gov)

Cc: Bill Jasa, D-3  
OnBase

John R. Selmer, P.E., Director  
Department of Transportation

MAILING ADDRESS  
PO Box 94759  
Lincoln, NE 68509-4759

PHYSICAL ADDRESS  
1500 Highway 2  
Lincoln, NE 68502

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# NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION



Provided for Example Only

January 25, 2021

**Without Liquidated Damages**

Pete Ricketts, Governor

Simon Construction, Inc.  
P.O. Box 149  
Cheyenne, WY 51031-0728

Re: Project No: NH-HSIP-26-1(167)  
Control No: 51507  
Location: Scottsbluff-Minatare

I am attaching an Extension of Contract Time Allowance and Assessment of Liquidated Damages Document, which is applicable to the completion of your work on Project Number NH-HSIP-26-1(167).

The contract time allowance overran thirty-nine (39) working days. The project records indicate that an extension of forty-seven (47) working days was previously granted in accordance with the Specifications. The assessment of liquidated damages is not applicable.

An extension of forty-seven (47) working days was previously granted due to reasons explained in Change Order No. 5, dated October 15, 2019

It is not necessary to assess liquidated damages for the remaining overrun of zero (0) working days.

Sincerely,

Roy Leach  
Nebraska Department of Transportation  
Construction Division  
[roy.leach@nebraska.gov](mailto:roy.leach@nebraska.gov)

Cc: Maryanne Jacobs, D-5  
OnBase

# Memorandum

Provided for Example Only

DATE March 23, 2021

TO Construction Division – Final Review Section

FROM Ernest L. Murillo – D1 Final Reviewer

THRU Thomas Goodbarn – District Engineer

SUBJECT Project No.: NH-77-2(162) Letter of District Final Review Summary  
US-77, Princeton – South of Warlick  
Control No.: 13237 Contract ID: 1237Y

The following is a Summary of the District Final Review for the above referenced project. Groups 1, 4, 4A, 5, 6, 6A, 6B, 6C, 6D, 6E, 6F, 6G, 7, 9, and 10 were included in the Contract. Constructors, Inc. (0574) of Lincoln, NE performed the work.

1. As-Built Plans have been uploaded to OnBase.
2. The Nebraska DOT personnel prepared all necessary forms pertaining to the final computations.
3. The Tentative Acceptance Date was October 30, 2020.
4. A Project Completion Notification was sent via Email on November 9, 2020.
5. There was a 180-Day Observation Period for permanent pavement markings. No corrective work was required.
6. Ten (10) Change Orders for the project was processed in SiteManager: 6-Supplemental Agreements, 1-Contingency Work, 1-Plan Revision, 1-Time Extension, and 1-Item Discrepancy Resolution.
7. One (1) major item of work overran - Item No. 0038 – Erosion Control, Class 1D and one (1) major items underran – Item No. 0072 – Concrete Bridge Deck Repair the Original Contract quantity in excess of 25%.
8. All Material Certifications have been submitted to the Quality Assurance Manager.
9. All Item Documentation and Project Correspondence have been placed in the project folder in OnBase.
10. All Nebraska DOT signs were returned in acceptable condition.
11. All Evaluation of Contractors have been completed and locked in SiteManager RUG.
12. All certified payrolls were submitted. All certified payrolls were reviewed and were complete and correct. 02/11/2021 has been entered in SM Checklist Event Dates as the Final Payroll Received date.
13. Two (2) Internal Time Allowances were in effect for the project. Special Provisions, PP. 55 - 58. Disincentives were assessed for UNL Football Game Day lane closures.
14. The Contractor completed all work within the Adjusted Contract Time Allowance.
15. The Contractor completed all Earth Shoulder Construction within the allotted time.
16. No Option Pits were provided for the project.
17. The Contractor has concurred with the project's Final Quantities.
18. It was not necessary to notify the contractor of any deficiencies that would delay final payment.

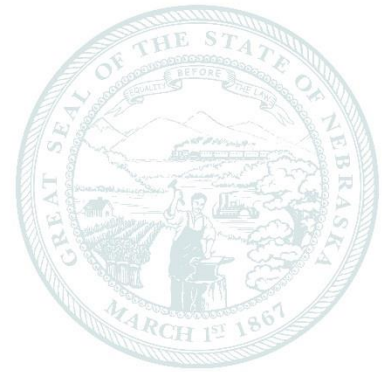
William E. Swanson, HCT-III for  
Ernest L. Murillo – District 1 Final Reviewer

cc: Robert A. Traudt – Nebraska DOT PM  
OnBase

# NEBRASKA

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DEPARTMENT OF TRANSPORTATION



Pete Ricketts, Governor

March 16, 2021

A.M. Cohron & Son, Inc.  
62180 Great River Rd.  
P.O. Box 479  
Atlantic, IA 50022-0479

Re: Project No: STP-62-7(108)  
Control No: 13098A  
Location: Stella West Bridges

I am attaching an Extension of Contract Time Allowance and Assessment of Liquidated Damages Document, which is applicable to the completion of your work on Project Number STP-62-7(108).

The contract time allowance overran sixty-eight (68) calendar days. The project records indicate that an extension of thirty-eight (38) calendar days was previously granted in accordance with the Specifications. The assessment of liquidated damages is applicable.

An extension of one (1) calendar day was previously granted due to reasons explained in Change Order No. 3, dated September 4, 2018.

An extension of four (4) calendar days was previously granted due to reasons explained in Change Order No. 5, dated September 18, 2018.

An extension of thirty-two (32) calendar days was previously granted due to reasons explained in Change Order No. 8, dated April 18, 2019.

An extension of one (1) calendar day was previously granted due to reasons explained in Change Order No. 11, dated March 4, 2021.

It is necessary to assess liquidated damages for the remaining overrun of thirty (30) calendar days. This assessment was previously applied on Progress Estimates. No additional assessment necessary.

Sincerely,

Roy Leach  
Nebraska Department of Transportation  
Construction Division  
[roy.leach@nebraska.gov](mailto:roy.leach@nebraska.gov)

Cc: Bill Jasa, D-3  
OnBase

John R. Selmer, P.E., Director

Department of Transportation

MAILING ADDRESS

PO Box 94759  
Lincoln, NE 68509-4759

PHYSICAL ADDRESS

1500 Highway 2  
Lincoln, NE 68502

PHONE 402-471-4567

EMAIL [NDOT.ContactUs@nebraska.gov](mailto:NDOT.ContactUs@nebraska.gov)

[dot.nebraska.gov](http://dot.nebraska.gov)



PROJECT NUMBER: STP-62-7(108)  
CLASS OF WORK: Groups 1, 3, 4, 6, 6A, 7 and 10  
DATE OF CONTRACT: August 14, 2017  
SPECIFIED NO. OF CALENDAR DAYS: 209

This letter will be modified to fit the type of Liquidated Damages that are assessed - Contract Time Allowance or Internal Time Allowance

**EXTENSION OF CONTRACT TIME ALLOWANCE  
AND  
ASSESSMENT OF LIQUIDATED DAMAGES**

In the matter of the time allowance chargeable to the completion of the contract of A.M. Cohron & Son, Inc. on Project No. STP-62-7(108):

It is hereby ordered that the specified number of calendar days in which to complete the work be extended for thirty-eight (38) calendar day, with the assessment of liquidated damages, in accordance with Subsections 108.02 and 108.08 of the Specifications.

It is further ordered that the sum of \$2,113.00 per day, as stipulated in the Specifications, for thirty (30) calendar days, in the total amount of \$63,390.00 be deducted from the amount due the contractor, in accordance with Subsection 108.08 of the Specifications.

This extension of contract time allowance, executed this 16<sup>th</sup> day of March 2021.



Roy Leach  
Nebraska Department of Transportation  
Construction Division

Nebraska Department of Roads

**Final Review Audit Report - Construction**

**Date:** October 5, 2001

**To:** R. J. Ruby

**From:** Construction Division – Final Review Section

**Thru:** Claude Oie

**Subject:** Project No. EACNH-77-2(111) Groups 1, 4, 6, 7, 9 & 10  
Control No. 12345  
Lincoln North

**Books and Computations:** The Culvert Books were complete and set up in a good format. Some entries were crammed together, but were legible.

**Estimate:** The estimate was in good shape. The Current Quantities Line had been adjusted to reflect quantity changes due to Plan Revisions and Change Order-Supplemental Agreement adjustments.

**Project Documentation:** All required documentation was submitted with the final records. The records were clear and complete. The Summary and Distribution of Costs Summary (DR-44) required a correction. A column and totals were not included for the Bridge Section at Station 1235+89.

**Time Review:** No corrections were found necessary. The Diary Review was complete. Accepted practices and procedures were followed throughout the entire review.

**As Built:** The As Built were submitted as required. They were complete and neat.

**Remarks:** There is no evidence that the computations were checked prior to submitting the Quantity Acceptance Letter to the Contractor. This should be done prior to asking the Contractor to concur with the quantities. Overall, the records were very good.

Bill Hitzeman  
Construction Division – Final Review Section

Cc: Chase N. Sanborn  
L. G. Winslow  
Audit File

# NEBRASKA

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**DEPARTMENT OF TRANSPORTATION**



Pete Ricketts, Governor

March 10, 2021

To: Kevin Domogalla  
From: Roy Leach  
Re: Project No: STP-98-5(107)  
Control No: 32125  
Location: Pierce East  
Estimate: Knife River Midwest

I am attaching a copy of the Final Estimate for work performed by Knife River Midwest in completing the Grading, Culvert, Seeding, Bridge, Guardrail, Bituminous and General items of work on Project No. STP-98-5(107) which has been approved in this office in the total amount of \$2,545,793.40. A review of the final quantities and measurements was not performed in the Lincoln Construction Office.

A copy of the Final Estimate is being forwarded to Toni Vogel for her files and information.

Sincerely,

Department of Transportation  
Construction Division

Cc: Toni Vogel  
OnBase

Contract ID: 3125 Vendor ID: 3245 KNIFE RIVER CORPORATION DBA KNIFE RIVER MIDWEST  
 Est Number: 0027 Pay Period End Date: 11/05/2020

Contract Location: PIERCE EAST  
 Estimate Type: Final Estimate  
 Estimate Status: Initial Apprl(s) Given (Need Pymt Apprl)

County  
 PIERCE

Project Number	Fed State Project Number	Highway Number	Begin Ref Post	End Ref Post	Description
32125	STP-98-5(107)	098	0.27	5.45	GRAD CULV SEED BR GDRL BIT

Contractor: KNIFE RIVER MIDWEST(KNIFE RIVER CORP)  
 2220 HAWKEYE DR  
 SIOUX CITY, IA 51105-2048  
 Phone: (712)252-2766  
 Date Let: 03/29/2018  
 Date Awarded: 4/5/2018  
 Date Contract Executed: 4/9/2018  
 Date Auth. to Begin Work: 5/21/2018  
 Date Notice for Work to Begin: 5/21/2018  
 Date Work Actually Began: 5/23/2018  
 Date Project Completion: 8/27/2020

Project Manager: Vogel, Toni (2/19/2021)  
 District Engineer: Davis, Rob (2/22/2021)  
 Materials Engineer: Clark, Andi (3/1/2021)  
 Construction Engineer: Leach, Roy (3/1/2021)  
 Controller:

Contract ID: 3125 Vendor ID: 3245 KNIFE RIVER CORPORATION DBA KNIFE RIVER MIDWEST  
 Est Number: 0027 Pay Period End Date: 11/05/2020

Current Contract Amt	Total Earnings	Total to Date	Prev to Date	This Estimate
\$ 2,577,186.67		\$ 2,545,718.71	\$ 2,545,707.14	\$ 11.57
	Stockpiled Materials	\$ 0.00	\$ 0.00	\$ 0.00
	Gross Earnings	\$ 2,545,718.71	\$ 2,545,707.14	\$ 11.57
	Retainage, Escrow, & Securities	\$ 0.00	\$ 0.00	\$ 0.00
	Net Earnings	\$ 2,545,718.71	\$ 2,545,707.14	\$ 11.57

% Dollar Comp	Contract Level Adjustments			
99 %	Liquidated Damages	\$ 0.00	\$ 0.00	\$ 0.00
	Incentives	\$ 0.00	\$ 0.00	\$ 0.00
	Disincentives	\$ 0.00	\$ 0.00	\$ 0.00
100 %	Other Contract Adj	\$ 0.00	\$ 0.00	\$ 0.00

Line Item Level Adjustments			
Fuel Adj	\$ 74.69	\$ 74.69	\$ 0.00
Other Adj Types	\$ 0.00	\$ 0.00	\$ 0.00
<b>Total Adjustments</b>	<b>\$ 74.69</b>	<b>\$ 74.69</b>	<b>\$ 0.00</b>

Payment \$ 2,545,793.40 \$ 2,545,781.83 \$ 11.57

Contract ID: 3125 Vendor ID: 3245 KNIFE RIVER CORPORATION DBA KNIFE RIVER MIDWEST  
 Est Number: 0027 Pay Period End Date: 11/05/2020

Proposal Line Nbr	Project Line Nbr	Item Code	Unit Price	1. Contracted 3. To Date	2. Current 4. This Est
Item Description (* Major Item)			Units	Quantity	Amount
<b>GROUP 1 GRADING</b>					
0001	0001	0030.10	\$11,507.80	1.000	\$11,507.80
MOBILIZATION			LS	1.000	\$11,507.80
				1.000	\$11,507.80
				0.000	\$0.00
0002	0002	1009.00	\$1,884.47	1.000	\$1,884.47
GENERAL CLEARING AND GRUBBING			LS	1.000	\$1,884.47
				1.000	\$1,884.47
				0.000	\$0.00
0003	0003	1010.00	\$8.52	2,648.000	\$22,560.96
*EXCAVATION			CY	2,648.000	\$22,560.96
				2,648.000	\$22,560.96
				0.000	\$0.00
0004	0004	1011.00	\$30.00	99.000	\$2,970.00
WATER			MGAL	99.000	\$2,970.00
				0.000	\$0.00
				0.000	\$0.00
0005	0005	1012.00	\$184.43	8.000	\$1,475.44
RIGHT-OF-WAY MARKERS			EACH	8.000	\$1,475.44
				0.000	\$0.00
				0.000	\$0.00
0006	0006	1041.00	\$0.98	72,760.000	\$71,304.80
*SALVAGING AND PLACING TOPSOIL			SY	72,760.000	\$71,304.80
				81,766.667	\$80,131.33
				0.000	\$0.00
0007	0007	1102.00	\$8.58	2,805.000	\$24,066.90
*REMOVE ASPHALT SURFACE			SY	305.779	\$2,623.58
				305.779	\$2,623.58
				0.000	\$0.00
0008	0008	1107.00	\$20.10	16.000	\$321.60
REMOVE WALK			SY	16.000	\$321.60
				0.000	\$0.00
				0.000	\$0.00

Contract ID: 3125 Vendor ID: 3245 KNIFE RIVER CORPORATION DBA KNIFE RIVER MIDWEST  
 Est Number: 0027 Pay Period End Date: 11/05/2020

Proposal Line Nbr	Project Line Nbr	Item Code	Unit Price	1. Contracted 3. To Date	2. Current 4. This Est
Item Description (* Major Item)			Units	Quantity	Amount
0009	0009	7017.00	\$3.47	628.000	\$2,179.16
REMOVE GUARDRAIL			LF	628.000	\$2,179.16
				626.000	\$2,172.22
				0.000	\$0.00
0010	0010	L006.00	\$276.39	16.000	\$4,422.24
COVER CROP SEEDING			ACRE	16.000	\$4,422.24
				0.000	\$0.00
				0.000	\$0.00
0011	0011	L019.13	\$1.41	2,566.000	\$3,618.06
EROSION CONTROL, CLASS 1D			SY	2,566.000	\$3,618.06
				7,874.389	\$11,102.89
				0.000	\$0.00
0012	0012	L022.11	\$2.31	5,586.000	\$12,903.66
FABRIC SILT FENCE-LOW POROSITY			LF	5,586.000	\$12,903.66
				4,646.000	\$10,732.26
				0.000	\$0.00
0013	0013	L022.83	\$4.07	898.000	\$3,654.86
SILT CHECK, TYPE 2-HIGH			LF	898.000	\$3,654.86
				0.000	\$0.00
				0.000	\$0.00
<b>GROUP 1 GRADING</b>				<b>Contracted</b>	\$162,869.95
				<b>Current</b>	\$141,426.63
				<b>In Place</b>	\$142,715.51
				<b>This Estimate</b>	\$0.00
<b>GROUP 4 CULVERTS</b>					
0014	0014	0030.40	\$7,738.87	1.000	\$7,738.87
MOBILIZATION			LS	1.000	\$7,738.87
				1.000	\$7,738.87
				0.000	\$0.00
0015	0015	4035.00	\$351.77	6.000	\$2,110.62
REMOVE FLARED-END SECTION			EACH	6.000	\$2,110.62
				6.000	\$2,110.62
				0.000	\$0.00

Contract ID: 3125 Vendor ID: 3245 KNIFE RIVER CORPORATION DBA KNIFE RIVER MIDWEST  
 Est Number: 0027 Pay Period End Date: 11/05/2020

Proposal Line Nbr	Project Line Nbr	Item Code	Unit Price	1. Contracted 3. To Date	2. Current 4. This Est
Item Description (* Major Item)			Units	Quantity	Amount
0016	0016	4040.00	\$542.73	22.000	\$11,940.06
*REMOVE HEADWALLS FROM CULVERTS			EACH	22.000	\$11,940.06
				22.000	\$11,940.06
				0.000	\$0.00
0017	0017	4050.01	\$6.03	50.000	\$301.50
EXCAVATION FOR PIPE, PIPE-ARCH CULVERTS, AND HEADWALLS			CY	50.000	\$301.50
				50.000	\$301.50
				0.000	\$0.00
0018	0018	4107.07	\$753.79	20.940	\$15,784.36
*CLASS 47B-3000 CONCRETE FOR CONCRETE COLLARS			CY	0.000	\$0.00
				0.000	\$0.00
				0.000	\$0.00
0019	0019	4157.00	\$2.01	1,304.000	\$2,621.04
REINFORCING STEEL FOR COLLARS			LB	1,304.000	\$2,621.04
				0.000	\$0.00
				0.000	\$0.00
0020	0020	4360.24	\$468.35	8.000	\$3,746.80
24" METAL FLARED-END SECTION			EACH	8.000	\$3,746.80
				6.000	\$2,810.10
				0.000	\$0.00
0021	0021	4360.30	\$512.58	2.000	\$1,025.16
30" METAL FLARED-END SECTION			EACH	2.000	\$1,025.16
				4.000	\$2,050.32
				0.000	\$0.00
0022	0022	4360.36	\$653.28	4.000	\$2,613.12
36" METAL FLARED-END SECTION			EACH	4.000	\$2,613.12
				4.000	\$2,613.12
				0.000	\$0.00
0023	0023	4360.48	\$1,105.55	12.000	\$13,266.60
*48" METAL FLARED-END SECTION			EACH	12.000	\$13,266.60
				12.000	\$13,266.60
				0.000	\$0.00

Contract ID: 3125 Vendor ID: 3245 KNIFE RIVER CORPORATION DBA KNIFE RIVER MIDWEST  
 Est Number: 0027 Pay Period End Date: 11/05/2020

Proposal Line Nbr	Project Line Nbr	Item Code	Unit Price	1. Contracted 3. To Date	2. Current 4. This Est
Item Description (* Major Item)			Units	Quantity	Amount
0024	0024	4390.60	\$1,517.63	2.000	\$3,035.26
60" ROUND EQUIVALENT METAL PIPE FLARED-END SECTION			EACH	2.000	\$3,035.26
				2.000	\$3,035.26
				0.000	\$0.00
0025	0025	P300.24	\$45.23	38.000	\$1,718.74
24" CULVERT PIPE, TYPE 3,4 OR 5			LF	38.000	\$1,718.74
				48.000	\$2,171.04
				0.000	\$0.00
0026	0026	P300.30	\$60.30	34.000	\$2,050.20
30" CULVERT PIPE, TYPE 3,4 OR 5			LF	34.000	\$2,050.20
				48.000	\$2,894.40
				0.000	\$0.00
0027	0027	P300.36	\$70.35	14.000	\$984.90
36" CULVERT PIPE, TYPE 3,4 OR 5			LF	14.000	\$984.90
				22.000	\$1,547.70
				0.000	\$0.00
0028	0028	P300.48	\$81.41	98.000	\$7,978.18
*48" CULVERT PIPE, TYPE 3,4 OR 5			LF	136.000	\$11,071.76
				136.000	\$11,071.76
				0.000	\$0.00
0029	0029	P375.60	\$201.01	10.000	\$2,010.10
60" ROUND EQUIVALENT CULVERT PIPE, TYPE 3,4 OR 5			LF	10.000	\$2,010.10
				18.000	\$3,618.18
				0.000	\$0.00
<b>GROUP 4 CULVERTS</b>				<b>Contracted</b>	<b>\$78,925.51</b>
				<b>Current</b>	<b>\$66,234.73</b>
				<b>In Place</b>	<b>\$67,169.53</b>
				<b>This Estimate</b>	<b>\$0.00</b>

Contract ID: 3125 Vendor ID: 3245 KNIFE RIVER CORPORATION DBA KNIFE RIVER MIDWEST  
 Est Number: 0027 Pay Period End Date: 11/05/2020

Proposal Line Nbr	Project Line Nbr	Item Code	Unit Price	1. Contracted 3. To Date	2. Current 4. This Est
Item Description (* Major Item)			Units	Quantity	Amount
<b>GROUP 5 SEEDING</b>					
0030	0030	0030.50	\$1,909.59	1.000	\$1,909.59
MOBILIZATION			LS	1.000	\$1,909.59
				1.000	\$1,909.59
				0.000	\$0.00
0031	0031	L001.01	\$764.34	3.000	\$2,293.02
SEEDING, TYPE A			ACRE	3.000	\$2,293.02
				0.000	\$0.00
				0.000	\$0.00
0032	0032	L001.02	\$552.78	11.000	\$6,080.58
*SEEDING, TYPE B			ACRE	16.891	\$9,337.01
				16.891	\$9,337.01
				0.000	\$0.00
0033	0033	L032.86	\$1,959.84	21.000	\$41,156.64
*HYDROMULCH TYPE HM3			TON	21.000	\$41,156.64
				25.337	\$49,656.47
				0.000	\$0.00
4009	4009	L001.02	\$1,152.65	0.000	\$0.00
SEEDING, TYPE B			ACRE	16.890	\$19,468.26
Special				16.890	\$19,468.26
Change Order(s): 007				0.000	\$0.00
4010	4010	0030.30	\$2,500.00	0.000	\$0.00
MOBILIZATION			LS	1.000	\$2,500.00
Additional Seeding				1.000	\$2,500.00
Change Order(s): 007				0.000	\$0.00
<b>GROUP 5 SEEDING</b>				<b>Contracted</b>	\$51,439.83
				<b>Current</b>	\$76,664.52
				<b>In Place</b>	\$82,871.33
				<b>This Estimate</b>	\$0.00

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 Est Number: 0027 Pay Period End Date: 11/05/2020

Proposal Line Nbr	Project Line Nbr	Item Code	Unit Price	1. Contracted 3. To Date	2. Current 4. This Est
Item Description (* Major Item)			Units	Quantity	Amount
<b>GROUP 6 BRIDGE AT STA 173+24.77 SINGLE SPAN CONTINUOUS CONCR</b>					
0034	0034	0030.60	\$30,151.45	1.000	\$30,151.45
MOBILIZATION			LS	1.000	\$30,151.45
				1.000	\$30,151.45
				0.000	\$0.00
0035	0035	3050.15	\$452.27	157.400	\$71,187.30
*CONCRETE FOR PAVEMENT APPROACHES CLASS 47BD-4000			CY	157.400	\$71,187.30
				157.400	\$71,187.30
				0.000	\$0.00
0036	0036	3051.10	\$1.11	30,575.000	\$33,938.25
EPOXY COATED REINFORCING STEEL FOR PAVEMENT APPROACHES			LB	30,575.000	\$33,938.25
				30,575.000	\$33,938.25
				0.000	\$0.00
0037	0037	6000.10	\$5,527.77	1.000	\$5,527.77
ABUTMENT NO.1 EXCAVATION			LS	1.000	\$5,527.77
				1.000	\$5,527.77
				0.000	\$0.00
0038	0038	6000.11	\$5,527.77	1.000	\$5,527.77
ABUTMENT NO.2 EXCAVATION			LS	1.000	\$5,527.77
				1.000	\$5,527.77
				0.000	\$0.00
0039	0039	6010.22	\$954.80	21.900	\$20,910.12
CLASS 47B-3000 CONCRETE FOR BRIDGE			CY	21.900	\$20,910.12
				21.900	\$20,910.12
				0.000	\$0.00
0040	0040	6010.26	\$753.79	186.700	\$140,732.59
*CLASS 47BD-4000 CONCRETE FOR BRIDGE			CY	186.700	\$140,732.59
				186.700	\$140,732.60
				0.000	\$0.00

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Proposal Line Nbr	Project Line Nbr	Item Code	Unit Price	1. Contracted 3. To Date	2. Current 4. This Est
Item Description (* Major Item)			Units	Quantity	Amount
0041	0041	6030.00	\$42,212.03	1.000	\$42,212.03
PREPARATION OF BRIDGE AT STATION 173+24.77			EACH	1.000	\$42,212.03
				1.000	\$42,212.03
				0.000	\$0.00
0042	0042	6052.55	\$5,527.77	1.000	\$5,527.77
ACCESS CROSSING			LS	1.000	\$5,527.77
				1.000	\$5,527.77
				0.000	\$0.00
0043	0043	6131.50	\$1.11	52,430.000	\$58,197.30
*EPOXY COATED REINFORCING STEEL			LB	52,430.000	\$58,197.30
				52,430.000	\$58,197.30
				0.000	\$0.00
0044	0044	6200.00	\$65.33	500.000	\$32,665.00
CONCRETE PILING			LF	500.000	\$32,665.00
				500.000	\$32,665.00
				0.000	\$0.00
0045	0045	8091.00	\$55.28	110.000	\$6,080.80
GRANULAR BACKFILL			CY	110.000	\$6,080.80
				110.000	\$6,080.80
				0.000	\$0.00
4006	4006	6004.98	\$83.20	0.000	\$0.00
ASPHALT PLUG JOINT SYSTEM			LF	0.000	\$0.00
Change Order(s): 004				0.000	\$0.00
4007	4007	6004.98	\$678.405	0.000	\$0.00
ASPHALT PLUG JOINT SYSTEM			LF	74.000	\$50,201.97
3" Asphalt Plug Joint				74.000	\$50,201.97
Change Order(s): 005				0.000	\$0.00
<b>GROUP 6 BRIDGE AT STA 173+24.77 SINGLE SPAN CONTINUOUS CONCR</b>				<b>Contracted</b>	\$452,658.15
				<b>Current</b>	\$502,860.12
				<b>In Place</b>	\$502,860.13
				<b>This Estimate</b>	\$0.00

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Proposal Line Nbr	Project Line Nbr	Item Code	Unit Price	1. Contracted 3. To Date	2. Current 4. This Est
Item Description (* Major Item)			Units	Quantity	Amount
<b>GROUP 6B BRIDGE AT STA 256+29 FIVE-SPAN CONTINUOUS CONCRETE</b>					
0059	0059	0030.60	\$8,040.39	1.000	\$8,040.39
MOBILIZATION			LS	1.000	\$8,040.39
				1.000	\$8,040.39
				0.000	\$0.00
0060	0060	6004.98	\$452.27	83.200	\$37,628.86
*ASPHALT PLUG JOINT SYSTEM			LF	83.200	\$37,628.86
				83.125	\$37,594.94
				0.000	\$0.00
0061	0061	6007.12	\$502.52	64.900	\$32,613.55
*CONCRETE BRIDGE DECK REPAIR			SY	0.360	\$180.91
				0.360	\$180.91
Change Order(s): 008				0.000	\$0.00
0062	0062	6030.00	\$5,226.25	1.000	\$5,226.25
PREPARATION OF BRIDGE AT STATION 256+29			EACH	1.000	\$5,226.25
				1.000	\$5,226.25
				0.000	\$0.00
0063	0063	6801.28	\$140.71	50.000	\$7,035.50
CRACK EPOXY INJECTION			LF	0.000	\$0.00
				0.000	\$0.00
				0.000	\$0.00
4001	4001	6131.23	\$3.15	0.000	\$0.00
PENETRATING CONCRETE SEALER			SF	1,903.000	\$5,994.45
				1,903.640	\$5,996.47
Change Order(s): 001				0.000	\$0.00
4002	4002	6617.25	\$367.50	0.000	\$0.00
CONCRETE REPAIR			SF	15.500	\$5,696.25
				15.870	\$5,832.23
Change Order(s): 001				0.000	\$0.00
<b>GROUP 6B BRIDGE AT STA 256+29 FIVE-SPAN CONTINUOUS CONCRETE</b>				<b>Contracted</b>	\$90,544.55
				<b>Current</b>	\$62,767.11
				<b>In Place</b>	\$62,871.19
				<b>This Estimate</b>	\$0.00



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Proposal Line Nbr	Project Line Nbr	Item Code	Unit Price	1. Contracted 3. To Date	2. Current 4. This Est
Item Description (* Major Item)			Units	Quantity	Amount
<b>GROUP 7 GUARDRAIL</b>					
0064	0064	0030.70	\$3,015.14	1.000	\$3,015.14
MOBILIZATION			LS	1.000	\$3,015.14
				1.000	\$3,015.14
				0.000	\$0.00
0065	0065	7011.20	\$23.12	237.500	\$5,491.00
W-BEAM GUARDRAIL			LF	237.500	\$5,491.00
				237.500	\$5,491.00
				0.000	\$0.00
0066	0066	7019.50	\$23,116.11	1.000	\$23,116.11
*IMPACT ATTENUATOR			EACH	1.000	\$23,116.11
				1.000	\$23,116.11
				0.000	\$0.00
0067	0067	7020.00	\$2,311.61	7.000	\$16,181.27
*BRIDGE APPROACH SECTIONS			EACH	7.000	\$16,181.27
				7.000	\$16,181.27
				0.000	\$0.00
0068	0068	7024.27	\$2,311.61	7.000	\$16,181.27
*GUARDRAIL END TREATMENT, TYPE II			EACH	7.000	\$16,181.27
				7.000	\$16,181.27
				0.000	\$0.00
<b>GROUP 7 GUARDRAIL</b>				<b>Contracted</b>	\$63,984.79
				<b>Current</b>	\$63,984.79
				<b>In Place</b>	\$63,984.79
				<b>This Estimate</b>	\$0.00
<b>GROUP 9 BITUMINOUS</b>					
0069	0069	0002.55	\$12.06	525.000	\$6,331.50
OVERLAY BROKEN LINES			STA	525.000	\$6,331.50
				725.100	\$8,744.71
				0.000	\$0.00

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Proposal Line Nbr	Project Line Nbr	Item Code	Unit Price	1. Contracted 3. To Date	2. Current 4. This Est
Item Description (* Major Item)			Units	Quantity	Amount
0070	0070	0002.60	\$12.06	1,050.000	\$12,663.00
OVERLAY SOLID LINES			STA	1,050.000	\$12,663.00
				974.130	\$11,748.01
				0.000	\$0.00
0071	0071	0030.90	\$90,979.78	1.000	\$90,979.78
MOBILIZATION			LS	1.000	\$90,979.78
				1.000	\$90,979.78
				0.000	\$0.00
0072	0072	1020.03	\$40.20	40.000	\$1,608.00
DELINEATOR, TYPE III			EACH	40.000	\$1,608.00
				40.000	\$1,608.00
				0.000	\$0.00
0073	0073	1020.20	\$75.38	16.000	\$1,206.08
INSTALL CHEVRONS			EACH	16.000	\$1,206.08
				16.000	\$1,206.08
				0.000	\$0.00
0074	0074	2001.03	\$24.62	155.000	\$3,816.10
GRAVEL SURFACE COURSE			TON	155.000	\$3,816.10
				153.660	\$3,783.11
				0.000	\$0.00
0075	0075	2021.00	\$100.51	8.000	\$804.08
MAILBOX POST			EACH	8.000	\$804.08
				8.000	\$804.08
				0.000	\$0.00
0076	0076	3010.42	\$48.24	116.000	\$5,595.84
CONCRETE CURB REPAIR			LF	116.000	\$5,595.84
				0.000	\$0.00
				0.000	\$0.00
0077	0077	3016.21	\$100.51	20.000	\$2,010.20
CONCRETE CLASS 47B-3000 SIDEWALKS			SY	20.000	\$2,010.20
				0.000	\$0.00
				0.000	\$0.00

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Proposal Line Nbr	Project Line Nbr	Item Code	Unit Price	1. Contracted 3. To Date	2. Current 4. This Est
Item Description (* Major Item)			Units	Quantity	Amount
0078	0078	3016.39	\$45.23	20.000	\$904.60
DETECTABLE WARNING PANEL			SF	20.000	\$904.60
				0.000	\$0.00
				0.000	\$0.00
0079	0079	4015.00	\$1,055.30	5.000	\$5,276.50
ADJUST MANHOLE TO GRADE			EACH	5.000	\$5,276.50
				3.000	\$3,165.90
				0.000	\$0.00
0080	0080	6133.02	\$25.59	725.000	\$18,552.75
PREFORMED WATERPROOFING MEMBRANE, TYPE 1			SY	725.000	\$18,552.75
				724.583	\$18,542.08
				0.000	\$0.00
0081	0081	6133.05	\$26.04	691.000	\$17,993.64
PREFORMED WATERPROOFING MEMBRANE, TYPE 3			SY	691.000	\$17,993.64
				690.889	\$17,990.75
				0.000	\$0.00
0082	0082	7521.25	\$50.25	42.000	\$2,110.50
24" WHITE PERMANENT PAVEMENT MARKING			LF	42.000	\$2,110.50
				30.000	\$1,507.50
				0.000	\$0.00
0083	0103	8022.15	\$1.19	500.000	\$595.00
HYDRATED LIME/WARM MIX ASPHALT FOR STATE MAINTENANCE PATCHING			EACH	500.000	\$595.00
				799.620	\$951.54
				0.000	\$0.00
<b>0084</b>	<b>0083</b>	<b>8022.20</b>	<b>\$1.19</b>	<b>18,250.000</b>	<b>\$21,717.50</b>
<b>HYDRATED LIME/WARM MIX ASPHALT</b>			<b>EACH</b>	<b>18,250.000</b>	<b>\$21,717.50</b>
				<b>19,481.730</b>	<b>\$23,183.26</b>
				<b>-0.910</b>	<b>(\$1.08)</b>
0085	0104	9002.10	\$32.30	500.000	\$16,150.00
ASPHALTIC CONCRETE FOR STATE MAINTENANCE PATCHING, TYPE SPR			TON	500.000	\$16,150.00
				799.620	\$25,827.73
				0.000	\$0.00

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Item Description (* Major Item)			Units	Quantity	Amount
0086	0084	9005.75	\$32.30	17,750.000	\$573,325.00
*ASPHALTIC CONCRETE, TYPE SPR			TON	17,750.000	\$573,325.00
				19,289.730	\$623,058.28
				0.000	\$0.00
0087	0085	9009.00	\$1.00	2,999.000	\$2,999.00
PLACEMENT OF ASPHALTIC CONCRETE FOR DRIVEWAYS AND INTERSECTIONS			SY	2,999.000	\$2,999.00
				3,302.410	\$3,302.41
				0.000	\$0.00
0088	0086	9010.50	\$46.32	500.000	\$23,160.00
ASPHALTIC CONCRETE FOR PATCHING, TYPE SPR			TON	500.000	\$23,160.00
				192.000	\$8,893.44
				0.000	\$0.00
0089	0105	9020.86	\$496.86	17.000	\$8,446.62
PERFORMANCE GRADED BINDER (58H-34) FOR STATE MAINTENANCE PATCHING			TON	17.000	\$8,446.62
				28.300	\$14,061.14
				0.000	\$0.00
<b>0090</b>	<b>0087</b>	<b>9021.17</b>	<b>\$496.86</b>	<b>620.050</b>	<b>\$308,078.04</b>
<b>*PERFORMANCE GRADED BINDER (58H-34)</b>			<b>TON</b>	<b>620.050</b>	<b>\$308,078.04</b>
				<b>559.586</b>	<b>\$278,035.90</b>
				<b>-0.033</b>	<b>(\$16.40)</b>
0091	0088	9034.00	\$3.98	273.000	\$1,086.54
PREPARATION OF INTERSECTIONS AND DRIVEWAYS			SY	273.000	\$1,086.54
				0.000	\$0.00
				0.000	\$0.00
0092	0089	9053.00	\$1.71	15,780.000	\$26,983.80
TACK COAT			GAL	15,780.000	\$26,983.80
				16,700.000	\$28,557.00
				0.000	\$0.00
0093	0090	9111.00	\$23.96	130.000	\$3,114.80
WATER			MGAL	130.000	\$3,114.80
				0.000	\$0.00
				0.000	\$0.00

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Item Description (* Major Item)			Units	Quantity	Amount
0094	0091	9170.00	\$107.59	480.330	\$51,678.70
EARTH SHOULDER CONSTRUCTION			STA	480.330	\$51,678.70
				474.810	\$51,084.81
				0.270	\$29.05
0095	0092	9173.16	\$64.86	414.800	\$26,903.93
TRENCHED WIDENING, 1'			STA	414.800	\$26,903.93
				418.590	\$27,149.75
				0.000	\$0.00
0096	0093	9173.17	\$78.53	44.550	\$3,498.51
TRENCHED WIDENING, 3'			STA	44.550	\$3,498.51
				44.550	\$3,498.52
				0.000	\$0.00
0097	0094	9173.20	\$2.69	1,670.000	\$4,492.30
SUBGRADE PREPARATION			SY	1,670.000	\$4,492.30
				0.000	\$0.00
				0.000	\$0.00
0098	0095	9179.23	\$321.03	254.880	\$81,824.13
COLD MILLING, CLASS 3			STA	254.880	\$81,824.13
				259.480	\$83,300.86
				0.000	\$0.00
0099	0096	9179.35	\$2.69	2,746.000	\$7,386.74
COLD MILLING, CLASS 5			SY	2,746.000	\$7,386.74
				3,302.410	\$8,883.48
				0.000	\$0.00
0100	0097	9179.43	\$196.61	21.404	\$4,208.24
COLD MILLING, CLASS 3 TYPE A			STA	21.404	\$4,208.24
				17.560	\$3,452.47
				0.000	\$0.00
0101	0098	9179.63	\$186.76	9.316	\$1,739.86
COLD MILLING, CLASS 3 TYPE B			STA	9.316	\$1,739.86
				10.653	\$1,989.55
				0.000	\$0.00

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Proposal Line Nbr	Project Line Nbr	Item Code	Unit Price	1. Contracted 3. To Date	2. Current 4. This Est
Item Description (* Major Item)			Units	Quantity	Amount
0102	0099	9188.50	\$38.77	1,088.000	\$42,181.76
SURFACING UNDER GUARDRAIL			SY	1,088.000	\$42,181.76
				1,100.085	\$42,650.30
				0.000	\$0.00
0103	0106	9300.37	\$1.00	850.000	\$850.00
RAP INCENTIVE PAYMENT FOR STATE MAINTENANCE PATCHING			EACH	850.000	\$850.00
				991.530	\$991.53
				0.000	\$0.00
0104	0100	9300.38	\$1.00	31,025.000	\$31,025.00
RAP INCENTIVE PAYMENT			EACH	31,025.000	\$31,025.00
				33,898.210	\$33,898.21
				0.000	\$0.00
0105	0101	9300.52	\$838.44	1.000	\$838.44
ASPHALT PAVEMENT SMOOTHNESS TESTING I/D			LS	1.000	\$838.44
				1.000	\$838.44
				0.000	\$0.00
0106	0102	L010.00	\$25.13	48.000	\$1,206.24
SODDING			SY	48.000	\$1,206.24
				0.000	\$0.00
				0.000	\$0.00
4008	4008	9300.32	\$61,287.25	0.000	\$0.00
INCENTIVE PAYMENT FOR Quality			LS	1.000	\$61,287.25
				1.000	\$61,287.25
Change Order(s): 006				0.000	\$0.00
<b>GROUP 9 BITUMINOUS</b>				<b>Contracted</b>	\$1,413,342.72
				<b>Current</b>	\$1,474,629.97
				<b>In Place</b>	\$1,484,975.87
				<b>This Estimate</b>	\$11.57

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Proposal Line Nbr	Project Line Nbr	Item Code	Unit Price	1. Contracted 3. To Date	2. Current 4. This Est
Item Description (* Major Item)			Units	Quantity	Amount
<b>GROUP 10 GENERAL ITEMS</b>					
0107	0107	0001.08	\$0.50	10,740.000	\$5,370.00
BARRICADE, TYPE II			BDAY	10,740.000	\$5,370.00
				288.000	\$144.00
				0.000	\$0.00
0108	0108	0001.10	\$1.51	2,200.000	\$3,322.00
BARRICADE, TYPE III			BDAY	2,200.000	\$3,322.00
				6,663.000	\$10,061.13
				0.000	\$0.00
0109	0109	0001.75	\$1.51	644.000	\$972.44
TEMPORARY SIGN DAY			EACH	644.000	\$972.44
				564.000	\$851.64
				0.000	\$0.00
0110	0110	0001.90	\$1.08	13,460.000	\$14,536.80
SIGN DAY			EACH	13,460.000	\$14,536.80
				12,976.000	\$14,014.08
				0.000	\$0.00
0111	0111	0001.97	\$1.51	472.000	\$712.72
BARRICADE SIGN DAY			EACH	472.000	\$712.72
				0.000	\$0.00
				0.000	\$0.00
0112	0112	0002.28	\$1.51	5,000.000	\$7,550.00
TEMPORARY PAVEMENT MARKING REMOVAL			LF	5,000.000	\$7,550.00
				2,866.000	\$4,327.66
				0.000	\$0.00
0113	0113	0002.30	\$1.26	1,000.000	\$1,260.00
PAVEMENT MARKING REMOVAL			LF	1,000.000	\$1,260.00
				760.000	\$957.60
				0.000	\$0.00
0114	0114	0002.44	\$1.14	5,000.000	\$5,700.00
TEMPORARY PAVEMENT MARKING, TYPE PAINT			LF	5,000.000	\$5,700.00
				2,866.000	\$3,267.24
				0.000	\$0.00

Contract ID: 3125 Vendor ID: 3245 KNIFE RIVER CORPORATION DBA KNIFE RIVER MIDWEST  
 Est Number: 0027 Pay Period End Date: 11/05/2020

Proposal Line Nbr	Project Line Nbr	Item Code	Unit Price	1. Contracted 3. To Date	2. Current 4. This Est
Item Description (* Major Item)			Units	Quantity	Amount
0115	0115	0002.47	\$0.10	5,000.000	\$500.00
TEMPORARY PAVEMENT MARKING SURFACE PREPARATION			LF	5,000.000	\$500.00
				2,866.000	\$286.60
				0.000	\$0.00
0116	0116	0003.10	\$417.49	80.000	\$33,399.20
FLAGGING			DAY	80.000	\$33,399.20
				99.000	\$41,331.51
				0.000	\$0.00
0117	0117	0003.20	\$498.22	40.000	\$19,928.80
FURNISHING AND OPERATING PILOT VEHICLE			DAY	40.000	\$19,928.80
				37.000	\$18,434.14
				0.000	\$0.00
0118	0118	0003.50	\$30.15	450.000	\$13,567.50
CONCRETE PROTECTION BARRIER			LF	450.000	\$13,567.50
				400.000	\$12,060.00
				0.000	\$0.00
0119	0119	0003.56	\$4.02	450.000	\$1,809.00
RELOCATE CONCRETE PROTECTION BARRIER			LF	450.000	\$1,809.00
				0.000	\$0.00
				0.000	\$0.00
0120	0120	0003.70	\$351.77	4.000	\$1,407.08
TEMPORARY RUMBLE STRIP			EACH	4.000	\$1,407.08
				4.000	\$1,407.08
				0.000	\$0.00
0121	0121	0003.74	\$10,050.48	1.000	\$10,050.48
TEMPORARY TRAFFIC SIGNAL			EACH	1.000	\$10,050.48
				1.000	\$10,050.48
				0.000	\$0.00
0122	0122	0010.04	\$1,033.33	1.000	\$1,033.33
FIELD OFFICE			EACH	1.000	\$1,033.33
				1.000	\$1,033.33
				0.000	\$0.00

Contract ID: 3125 Vendor ID: 3245 KNIFE RIVER CORPORATION DBA KNIFE RIVER MIDWEST  
 Est Number: 0027 Pay Period End Date: 11/05/2020

Proposal Line Nbr	Project Line Nbr	Item Code	Unit Price	1. Contracted 3. To Date	2. Current 4. This Est
Item Description (* Major Item)			Units	Quantity	Amount
0123	0123	0020.00	\$2.00	1,000.000	\$2,000.00
TRAINING			HOUR	1,000.000	\$2,000.00
				38.000	\$76.00
				0.000	\$0.00
0124	0124	0030.10	\$103.33	1.000	\$103.33
MOBILIZATION			LS	1.000	\$103.33
				1.000	\$103.33
				0.000	\$0.00
0125	0125	9110.01	\$51.67	45.000	\$2,325.15
RENTAL OF LOADER, FULLY OPERATED			HOUR	45.000	\$2,325.15
				0.000	\$0.00
				0.000	\$0.00
0126	0126	9110.02	\$51.67	15.000	\$775.05
RENTAL OF MOTOR GRADER, FULLY OPERATED			HOUR	15.000	\$775.05
				0.000	\$0.00
				0.000	\$0.00
0127	0127	9110.03	\$51.67	45.000	\$2,325.15
RENTAL OF DUMP TRUCK, FULLY OPERATED			HOUR	45.000	\$2,325.15
				0.000	\$0.00
				0.000	\$0.00
0128	0128	9110.07	\$129.17	45.000	\$5,812.65
RENTAL OF SKID LOADER, FULLY OPERATED			HOUR	45.000	\$5,812.65
				0.000	\$0.00
				0.000	\$0.00
0129	0129	9110.27	\$103.33	30.000	\$3,099.90
RENTAL OF CRAWLER MOUNTED HYDRAULIC EXCAVATOR, FULLY OPERATE D			HOUR	30.000	\$3,099.90
				0.000	\$0.00
				0.000	\$0.00
0130	0130	L006.50	\$1,758.84	4.000	\$7,035.36
TEMPORARY SEEDING			ACRE	4.000	\$7,035.36
				0.000	\$0.00
				0.000	\$0.00

Contract ID: 3125 Vendor ID: 3245 KNIFE RIVER CORPORATION DBA KNIFE RIVER MIDWEST  
 Est Number: 0027 Pay Period End Date: 11/05/2020

Proposal Line Nbr	Project Line Nbr	Item Code	Unit Price	1. Contracted 3. To Date	2. Current 4. This Est
Item Description (* Major Item)			Units	Quantity	Amount
0131	0131	L010.98	\$2.01	1,000.000	\$2,010.00
TEMPORARY EROSION CONTROL			SY	1,000.000	\$2,010.00
				0.000	\$0.00
				0.000	\$0.00
0132	0132	L022.75	\$3.22	1,500.000	\$4,830.00
TEMPORARY SILT CHECK			LF	1,500.000	\$4,830.00
				0.000	\$0.00
				0.000	\$0.00
0133	0133	L022.90	\$2.76	3,500.000	\$9,660.00
TEMPORARY SILT FENCE			LF	3,500.000	\$9,660.00
				0.000	\$0.00
				0.000	\$0.00
0134	0134	L022.92	\$2.01	1,500.000	\$3,015.00
TEMPORARY EARTH CHECK			LF	1,500.000	\$3,015.00
				0.000	\$0.00
				0.000	\$0.00
0135	0135	L032.70	\$170.86	6.000	\$1,025.16
TEMPORARY MULCH			TON	6.000	\$1,025.16
				0.000	\$0.00
				0.000	\$0.00
0136	0136	L860.24	\$452.27	8.000	\$3,618.16
STORM EVENT RESTORATION - INCENTIVE			EACH	8.000	\$3,618.16
				0.000	\$0.00
				0.000	\$0.00
0137	0137	L860.50	\$3,719.97	1.000	\$3,719.97
ENVIRONMENTAL COMMITMENTS - CONTRACTOR COMPLIANCE			LS	1.000	\$3,719.97
				1.000	\$3,719.97
				0.000	\$0.00
				0.000	\$0.00
<b>GROUP 10 GENERAL ITEMS</b>				<b>Contracted</b>	<b>\$172,474.23</b>
				<b>Current</b>	<b>\$172,474.23</b>
				<b>In Place</b>	<b>\$122,125.79</b>
				<b>This Estimate</b>	<b>\$0.00</b>

Contract ID: 3125 Vendor ID: 3245 KNIFE RIVER CORPORATION DBA KNIFE RIVER MIDWEST  
 Est Number: 0027 Pay Period End Date: 11/05/2020

Proposal Line Nbr	Project Line Nbr	Item Code	Unit Price	1. Contracted 3. To Date	2. Current 4. This Est
Item Description (* Major Item)			Units	Quantity	Amount
<b>GROUP 9999 EMERGENCY RELIEF</b>					
4003	4003	B120.00	\$7,213.55	0.000	\$0.00
EMERGENCY REPAIR			LS	1.000	\$7,213.55
Repair Asphalt coming into bridge @ MM 3.54				1.000	\$7,213.55
Force Account Dated 3/21/19					
Change Order(s): 003				0.000	\$0.00
4004	4004	A900.10	\$298.08	0.000	\$0.00
ADDITIONAL WORK			EACH	19.000	\$5,663.52
Crushed Concrete Drains				19.000	\$5,663.52
Change Order(s): 004				0.000	\$0.00
4005	4005	3900.18	\$3,267.50	0.000	\$0.00
ADDITIONAL WORK			LS	1.000	\$3,267.50
Remove Asphalt Chunks				1.000	\$3,267.50
Change Order(s): 004				0.000	\$0.00
<b>GROUP 9999 EMERGENCY RELIEF</b>				<b>Contracted</b>	\$0.00
				<b>Current</b>	\$16,144.57
				<b>In Place</b>	\$16,144.57
				<b>This Estimate</b>	\$0.00
<b>Contract Totals</b>				<b>Contracted</b>	\$2,486,239.74
				<b>Current</b>	\$2,577,186.67
				<b>In Place</b>	\$2,545,718.71
				<b>This Estimate</b>	\$11.57

Contract ID: 3125 Vendor ID: 3245 KNIFE RIVER CORPORATION DBA KNIFE RIVER MIDWEST  
 Est Number: 0027 Pay Period End Date: 11/05/2020

Detailed breakdown of stockpiled materials				
Item Cd	Item Desc	Est Nbr	Adj Qty	Adj Amt
L032.86	HYDROMULCH TYPE HM3			
<b>Project</b>	32125 000			
<b>Prpsl Line Nbr</b>	0033	<b>Proj Line Nbr</b>	0033	
				<b>Invoice Nbr</b>
<b>Stkpl Nbr 1</b>				
0011	S.P. Initial Payment		22.000	24,481.60
	HydromulchHM3			
0016	S.P. Adjustment		-22.000	-24,481.60
	HydromulchHM3			
<b>Total for stockpile nbr 1:</b>			<b>0.000</b>	<b>\$0.00</b>
<b>Total for proposal Line nbr 0033:</b>			<b>0.000</b>	<b>\$0.00</b>
<b>Total for item code L032.86:</b>			<b>0.000</b>	<b>\$0.00</b>

Detailed Breakdown of Adjustments			
Adjustment Level	Adjustment Type	Est Nbr	Adj Amt
Contract	System Application of Liqd. Dam. Adj.		
		0015	-2,984.00
		0016	2,984.00
Line Item	FUEL		
		0009	74.69



# Memorandum

Department of Roads

## Proactive Review Report – Construction

**Date:** May 6, 2004

**To:** C.R. Lind

**From:** David D. Guilfoil

**Thru:**

**Subject:** *Proactive Review Report*

**Project No.:** EACSTPD-71-4(114)

**Location:** Marsland North

**Contract No.:** 5862

**Contractor No.:** 2283

**Estimate:** Estimate No. 17, dated April 10, 2004, is being used in this review. With this estimate the project is 26% complete monetarily while 39% of the contract time allowance has been assessed. At this time two plan revisions have been issued. The quantity changes brought about by these revisions are not yet reflected in the estimate. Two Change Order – Supplemental Agreements are currently being processed through this office.

**Project Documentation:** This project is currently being maintained by L.D. Fast due to the retirement of J.A. Gardner. The only record of this reassignment is in whom some of the project correspondence is directed to and who is signing the estimate as the District has not yet sent official notice to the Construction Office. There is no information relative to item quantities found in the Contract Docs folder. The only information found there that may come into play in this review are some culvert order lists.

Item No. 2 – Large Tree Removal – In the entry for October 7, 2003, the Location Installed is listed as “Project”; it was assumed that the location was on the project! I am looking for stationing or an entry similar to the one for November 20, 2003. Checking the Daily Work Report I find it noted there that the location was actually to the left of Sta. 241+00. This is the location that should have also been entered in the Contract Item Work Report. It is few times for few items that a location description of Project would be sufficient.

Item No. 4 – Excavation – Daily entries are being made for this item of work. A location in terms of stationing is being noted also. How is the Daily Work Report Quantity for the item being established? Quantities above 4000 cubic meters for a one day period seem high. As the project ages I find entries in the 8,000, 10,000 and 13,000 cubic meter range; each of these must be in error.

Item No. 5 – Water – Daily entries are being made for this item of work also. As in the previous item, stationing is being noted for each entry. How is the Daily Work Report Quantity being established for this item? Either a record of scale weights or meter readings is required. For each entry a conversion would also be necessary unless the scale or the meter were calibrated to metric units.

Item No. 6 – Right-of-Way Markers – Working from the Contract Item Work Report for this item I can say that the Location Installed was already assumed. This is an each item that would have 180 entries by this estimate. The current report has only four. Included is a quantity of 162 markers placed on October 16, 2003. I find this entry highly unlikely; 16 maybe but not 162. The Daily Work Report for this date makes no mention of placing markers in the remarks section. The Contract Item Work Report allows for Date, Station and Offset; this information should be entered for each marker placed.

Item No. 8 – Salvaging and Placing Topsoil – This is an item of square measure requiring at least two dimensions to compute. One dimension can be obtained from the stationing given in the Contract Item Work Report however a second and possibly third dimension are yet to be given.

Item No. 9 – Remove Asphalt Surface – Quantities and locations entered for Stations 113+50 Lt., 133+30 Lt. and 157+25 Lt. are acceptable as they are all plan locations and plan quantities. As for the remaining three entries for Stations 166+58.5 Rt., 159+75 Rt. and 251+03 Rt. I find no information for the removal quantities. This is an item of square measure and it will be necessary for you to provide the dimensions and computations used to compute each of these areas.

Item No. 11 – 600 mm Driveway Culvert Pipe, Type 2, 3, 4, 5, 6, 7 or 8 – This item is well documented with quantities for each location. A record like this is what is necessary in the item Right-of-Way Markers. The only other piece of information that would need to be entered in that instance is an offset distance.

Item No. 12 – Remove Guardrail – The two entries for 2003 are plan quantity; the Location Installed should reflect the plan location in this instance. In the five entries for 2004 the problem is reversed; the Location Installed is as according to plan and though the math will not confirm it, the quantity for each location should also be as according to plan.

Item No. 15 – Erosion Control, Type A – The “Location Installed” as noted in the entries for April 6 and 19, 2004 was previously assumed. Project stationing works much better, similar to the entry for April 20, 2004. As has been previously noted in other items with a unit of measure of square meters, at least two dimensions are required to compute this quantity. All three entries need to be corrected so that this information is reflected. The calculations used to compute the quantity are as important as the quantity itself.

Item No. 18 – Erosion Control, Type HV – This item is measured in square units therefore at least two dimensions are required. In the Contract Item Work Report for this item and estimate there is no information as to how the quantity may have been calculated. Keep in mind that there is no additional information contained in the Contract Docs folder so the quantity must be computed in the Contract Item Work Report. More than one entry may be required and each entry must list two stations and the width at each. The entry for this estimate is also another example of where the description of the “Location Installed” was already assumed.

Item No. 19 – Erosion Checks, Type A – This item is measured by the bale. The single entry on April 6, 2004 applicable to this estimate indicates that 198 bales were placed on this day alone. The special plan for this item indicates that at least six bales are needed for each check which yields a net of 33 erosion checks placed in one day. The Contract Item Work Report should be corrected to show the correct date, station location and number of bales placed for each check built.

Item No. 21 – Erosion Checks, Type HV – This item is also measured by the bale. The single entry on April 6, 2004 applicable to this estimate indicates that 274 bales were placed on this day alone. The special plan for this item indicates that at least six bales are needed for each check which yields a net of 45.67 erosion checks placed in one day. The Contract Item Work Report should be corrected to show the correct date, station location and number of bales placed for each check built.

Item No. 26 – Fabric Silt Fence, Coir Fiber – All entries represented by this estimate with the exception of the first two contain the required information. The first two entries should be corrected to reflect the actual location or locations where the fence was installed. This is another example of where the location of “Project” was previously assumed. Station to station measurements were required to arrive at the quantity for each day; enter this information instead of Project. If more than one entry is required per day so be it.



Item No. 30 – Remove Headwalls from Culverts – Individual entries are being made in the Contract Item Work Report as they should be. The stationing of each culvert and the side on which the headwall is located is also included in each entry.

Item No. 36 – Excavation for Pipe, Pipe-Arch Culverts and Headwalls – Entries in the Contract Item Work Report show that all work thus far has been at plan locations and the plan quantity of excavation is being added for each location. Station 147+60.21 Left is listed on both October 8 and 20, 2003. This is confirmed in the Daily Work Report for October 8 however the report for October 20 indicates that the work was on the right. Please correct the Contract Item Work Report entry. The entry for October 27, 2003 at Station 220+30.30 fails to list a side; Left, Right or both. The entry at Station 235+65.40 is also missing this information. Please correct these entries. In the entry for November 11, 2003 at Station 9002+58 only the left side is mentioned while the quantity is for both the left and right sides. The culvert itself is to the left of the project centerline however it is on both the left and right sides of the centerline of reference. At Station 223+27.32, Left and Right, the quantity is less than plan though any other information indicates that work was done according to plan. Why the difference?

Item No. 37 – Excavation for Box Culverts – All entries at this time are according to plan and this is the quantity of excavation shown at each location with the exception of the culvert at Station 241+33. This culvert moved back ten meters from plan. As per specification 702.05, paragraph 3b, subparagraph 2, the quantity of excavation at this location will need to be recomputed. This re-computation should be submitted with the final.

Item No. 38 – 47B-20 or AX-20 Concrete for Box Culvert – Individual entries appear to be being made in the Contract Item Work Report for this item. Stationing and side is being noted as a part of the “Location Installed” information. As a part of this information some entries also state the portion of the structure that was placed. It is a good idea to include all three items of information.

Item No. 39 – Reinforcing Steel for Box Culvert – The Contract Item Work Report for this item looks very much like that for the previous item so it has the same positives and negatives.

Item No. 40 – 600 mm Flared End Section – All entries currently in the Contract Item Work Report for this item are at plan quantity for the location. Stationing is provided for each entry and the side is noted when necessary.

Item No. 41 – 750 mm Flared End Section – Records in the Contract Item Work Report for this item are similar to those for Item No. 40 and thus have the same positives and negatives. In the entry for April 8, 2004 the “Location Installed” as currently given was assumed. Correct it with the station location as described in the culvert order list.

Item No. 42 – 900 mm Flared End Section – Records in the Contract Item Work Report for this item are similar to those for the past two items however only one of the six entries is complete. In the entry for November 11, 2003 either the quantity or the “Location Installed” is in error. This was a twin pipe; if the quantity is correct then the location should be adjusted to read “Lt. & Rt.”. If on the other hand the location is correct then the quantity should be decreased by two and a separate entry made for when the end sections were installed on the right. In the entries for both December 5 and 17, 2003, I find nothing in the plans or the culvert order list for Station 149+08.80 Lt. or Station 238+86 Lt. Please check the stationing and if it is in error, correct it. As currently listed only the end sections to the right of Station 149+64.9 and Station 233+86 have been placed. Those to the left of these stations are yet to be placed.

Item No. 43 – 1050 mm Flared End Section – The “Location Installed” information at Station 248+59.9 Lt. & Rt. is full and complete. The quantity matches the location description. The description for the entry at Station 9043+48.5 is yet to be completed.

Item No. 45 – Culvert Sandfill – Stationing is noted in the Contract Item Work Report for this item. The single placement made at the time of this review was at a plan location as a part of a plan culvert replacement. The quantity placed is the plan quantity.

Item No. 50 – 600 mm Culvert Pipe, Type 2 – Information given in the Contract Item Work Report is complete with the exception of the “Location Installed” for the entry on March 10, 2004. The location as currently given was already assumed. Working from the Daily Work Report for this date as prepared by Gary Neu and the plans, it appears that the Location Installed was actually Sta. 7000+72.9. Correct the information given as location to a station reference.

Item No. 51 – 750 mm Culvert Pipe, Type 2 – Currently there are two entries in the Contract Item Work Report for this item. Both contain all required information.

Item No. 54 – 900 mm Culvert Pipe, Type 4 or 5 – Work on the culvert at Sta. 149+64.9 was done over several days and this is reflected in the Contract Item Work Report. This is the correct way to document the item. The allowance for two elbows made on December 5, 2003 is in error. The correct allotment is 1.8 meters per elbow. In the entry for April 8, 2004, the stationing information for the description of the “Location Installed” may work better in the middle portion of the report where a station and offset may be entered similar to the location given in the culvert order list.

Item No. 55 – 1050 mm Culvert Pipe, Type 4 or 5 – The “To Date Quantity” on this estimate represents the quantity to be paid for at Sta. 248+59.9. All required information is given in the Contract Item Work Report. The additional allowance for one elbow is correct.

Item No. 56 – 1350 mm Culvert Pipe, Type 4 or 5 – The quantity of pipe currently in the Contract Item Work Report for this item was laid at a single location on two different days. Information found in the Daily Work Reports explains why two days were necessary. Two separate entries is the correct way to document the work.

Item No. 57 – 600 mm Culvert Pipe, Type 3, 4 or 5 – All entries in the Contract Item Work Report for this item correspond to information found in the Culvert Order List with the exception of the work at Sta. 235+65.4. The Order List called for a concrete collar on the left and a connecting band on the right. The Item Work Report indicates that a connecting band was used rather than a concrete collar. If this is the case, where is it documented that the change be made? Assuming that a band was placed rather than a concrete collar, the maximum band allowance for this structure would be two bands. As information is currently entered in the Item Work Report, three bands are being allowed for.

Item No. 58 – 750 mm Culvert Pipe, Type 3, 4 or 5 – Information in the Contract Item Work Report is fine when compared to the Culvert Order List. All required information is given in the report. There are two entries however that need to be reviewed and corrected. At Sta. 131+97.7 the band allowance is for two bands however the “Location Installed” indicates that the band was only installed on the Left. A similar problem exists at Sta. 184+31.6. Again in this entry the band allowance is for two bands yet the information indicates that only one band was installed.

Item No. 59 – 900 mm Culvert Pipe, Type 3, 4 or 5 – Information in the Contract Item Work Report compares well to the Culvert Order List. Two connecting bands were originally paid for at Sta. 233+86 while only one was required. This error was caught and corrected by the inspector. The twin culvert placed at 9002+58 was a new placement on a centerline different than the project centerline. The “Location Installed” on this culvert would be station only; it has no right or left as the culvert extensions do.

Item No. 62 – Excavation for Box Culverts – The “Location Installed” information does make a difference. This item is a part of Group 4A and the entry for August 28, 2003 is complete and correct. The entry for October 15, 2003

Item No. 62 – Excavation for Box Culverts – Continued

though it is complete, it is not correct. Information given as the “Location Installed” puts this quantity in Group 4 where it should be included as a part of Item No. 37. Correct the error.

Item No. 63 – 47B-20 or AX-20 Concrete for Box Culvert – All necessary information is given in each entry in the Contract Item Work Report for this item with the exception of the entry for September 18, 2003. The portion of the structure placed should be a part of the description contained in “Location Installed”. From what I am able to find in Daily Work Reports and Diaries, it appears that the entries for November 12 and 20, 2003 should not have been made. I find an entry on November 10, 2003 stating that a portion of the forms failed but I find no entries that indicate the entire pour was removed and replaced as is indicated by the Contract Item Work Report.

Item No. 64 – Reinforcing Steel for Box Culvert – Comments made concerning Item No. 63 also apply to this item.

Item No. 70 – Gravel Surface Course – This is an item of cubic measure and is generally measured thru the use of truck sketches. I do not find these sketches in the Contract Docs folder at this time. How was the daily quantity of gravel placed arrived at? In the Daily Work Report I find only a total quantity for the day. Each individual load should be listed or at least a statement as to the number of loads at a specific volume that were placed. As a matter of documentation truck sketches will need to be submitted with the final.

Item No. 90 – Seeding, Type A – This is an item of square measure therefore two dimensions are required to compute it. Measurement for this item is usually done through area computations on a station to station basis. The only information I find is a lump sum quantity for a given project location. Include the measurements and computations used to compute the lump sum in the Contract Docs folder for this project.

Item No. 92 – Mulch – Though this item is measured by weight, the quantity to be paid is dependant on both the type of material being placed and the area, measured in hectares, seeded. Scale tickets should be being collected to document the mass of mulch delivered to the project. Information as to both the type and weight of the material being placed should be recorded in the Contract Docs folder. Section 805.04 of the Specifications describes how to calculate the quantity of this item to be paid.

Item No. 93 – Barricade, Type II – Only the entries for September 2<sup>nd</sup> and 3<sup>rd</sup>, 2003 give a definite location installed. In all other entries for this item the location installed was previously assumed.

Item No. 94 – Barricade, Type III – Records contained in the Contract Item Work Report for this item are not as good as those for the previous item. In all entries for this item the Location Installed was previously assumed. I have been unable to locate a copy of the approved signing plan for this project in the Contract Docs folder. Put one there. This plan should also contain information as to what signs are where on the project. It should also contain information as to the locations of the various types of barricades and how many of each type are at each location. Use information from this plan to describe the location installed in the various Item Work Reports.

Item No. 95 – Temporary Sign Day – Most entries contain information that is useful however they all lack any kind of stationing. This information is also necessary as a Location Installed of “Dirt Crew” means nothing unless it is also noted where they were working on a given day. The sign message and number of each used should also be noted daily.

Item No. 96 – Sign Day – In all entries under this item to date the Location Installed was already assumed. A signing plan and information as to the sign message of each used should be entered for at least the first entry. As signs are added or removed note their message and number of each to arrive at the new total.

Item No. 101 – Flagging – The first four entries for this item and in particular the entries for October 29, 2003 and November 10, 2003 contain suitable information. A Location Installed description of grading tells the type of work being performed. Please include the stationing of the operation also as was done in the Location Information for pouring the walls of the box culvert on October 29, 2003. Unless this is done the only place I have found to find information about a location is in the general remarks of the Inspectors Daily Work Report. It is also noted in the Inspectors Daily Work Report for October 29, 2003 that the grading operation was shutdown at 11:00 A.M. yet two flagging days were charged to it. Working from this, in order to class as two flag days the flagging would needed to have started by 7:00 A.M.

Item No. 108 – Rental of Backhoe, Fully Operated – In the Contract Item Work Report, the single entry affecting this estimate is good in that it contains information as to which contractor and the type of work performed. The only improvement would be to also include stationing. There is no other mention of this work that I have found.

**Time Allowance:** With this estimate, the project is 26% complete monetarily while having erased 39% of the original contract time allowance.

**Remarks:** I have found some entries quite well done as they contain all the necessary information but this is not the norm. Typically much is taken for granted when it comes to proper documentation and this problem is shown at various points through this report. Dates, times, stationing and offsets are all important items that need to be noted though it may not seem so at the time.

David D. Guilfoil  
Construction Estimates

cc: L.D. Fast  
S. Hilderbrand  
File

**Proactive Review Report – Controller****Nebraska Department of Roads****Controller Division - Audit Section**

**Date:** September 24, 2001  
**To:** Dan Ziska  
**From:** Internal Audit Unit  
**Thru:** District 8 Engineer \_\_\_\_\_  
**Subject:** Project Review Summary  
Project No. EACSTPD-11-3 (114)  
Control No. 80681

A review of the Burwell North Federal-aid project has recently been conducted. This project includes construction groups 1, 4, 4A, and 10. The amount of pay items selected for review was \$227,945.53, which is 42% of the current contract amount of \$540,935.12. DWR and diary entries are complete. Inspectors could make better use of the station data blocks on the DWR's and using the other areas for supporting data. Overall, this is a well-documented project. Some of the items below may have already been corrected, if necessary.

Problem areas are noted below:

1. Until flagging template is operational, hours worked, number of flaggers, net hours should be shown on the DWR or a spreadsheet.
2. The pre-construction summary letter in the construction documents file doesn't appear to be the one for this project.
3. Plan revisions that affect contract items need to be included on the estimate for Controller Division cash flow purposes.
4. Entries for Saturday or Sunday showing no work, but with items shown as charged on that date.

The Project Manager and the District Construction Engineer are aware of the above areas. This letter will also serve as the exit conferences with the Project Manager and District management.

Jim Easom  
Auditor

cc: Bill Hitzeman  
Mike Freeman

Upon entering the Project Completion Date in AASHTOWare Project, the Project Manager will be sent an automated email with the project information. The Project Manager should forward the email after filling out the Observation Period information (Are the observation periods? If so, provide the end date). The email should be forwarded to the NDOT Const-Completion Notification email group. NDOT employees may search the email address book for this email group or enter the email address. The email address is: [NDOT.Const-CompletionNotification@nebraska.gov](mailto:NDOT.Const-CompletionNotification@nebraska.gov)

<b>Project Number:</b>	STP-98-5(108)
<b>Project Name:</b>	PIERCE EAST
<b>Contract ID:</b>	3125A
<b>Control Number:</b>	32125A
<b>Prime Contractor:</b>	4684 - KEA CONSTRUCTORS, LLC
<b>Completion Date:</b>	July 12, 2021
<b>Most Recent Estimate #:</b>	0020 - Progress Estimate
<b>Observation Periods:</b>	Are there any observation periods? NO
<b>Observation Period End Date:</b>	

If there are observation periods, type Yes in the "Observation Periods" field. If there are no observation periods, type No in the "Observation Periods" field.

If there are observation periods, enter the end date in the "Observation Period End Date" field. If there are no observation periods, leave the "Observation Period End Date" field blank.

# Memorandum

DATE May 25, 2021

TO Ernest Murillo – D-1 District Reviewer

FROM Russell Eltiste – Project Manager

THRU Tom Goodbarn – District Engineer

SUBJECT Project STP-8-7 (115) – Letter of Transmittal  
Control No. 12986  
Salem – Falls City

Enclosed are the following records and final computations for Project No. STP-8-7 (115). Groups 1,5,6,6A,7,9, &10 are included for your review. The work was performed by Knife River Corp. DBE Knife River Midwest at 2220 Hawkeye Dr., Sioux City, IA under contract No. 1986. Their Contract was dated October 23rd, 2017.

- 1 – Final Estimate No. 0032
- 1 – Quantity Acceptance Letter from Project Manager to the Contractor dated 01.27.2021
- 1 – E-mail thread from Prime Contractor to NDOT discussing disagreement of NDOT's charge of working days towards the contract dated 03.05.2021.
- 1 – Working Day Protest Response Letter (E-mail Attachment) received from Prime Contractor on 03.05.2021.
- 1 – Copy of NDOT Const-Completion Notification
- 2 – Seeding Computation Files
- 1 – Sod Computation Worksheet
- 1 – HMA Plant Record (SPR Mix)
- 1 – HMA Plant Record (LC Mix)
- 1 – HMA Laydown Record (SPR Mix)
- 1 – HMA Laydown Record (LC Mix)
- 1 – Superpave Software Summary (SPR Mix)
- 1 – Superpave Software Summary (LC Mix)
- 1 – Asphaltic Concrete Smoothness Incentive Pay Factor
- 1 – Asphaltic Quality Calculator
- 1 – Buy America From Prime Contractor
- 1 – Letter of Completed Material Review Process from Andi Clark, Materials and Research Division dated 12.04.2020.
- 1 – As Built Plans – (Stored on District #1 server for review)
- 1 – Notification of Project Complete Submitted by Curt Mueting, District Construction Engineer (DR 91) submitted 01.14.2021

A copy of the Memorandum advising the District Engineer of project completion that was submitted to the Lincoln District Construction office on May 14<sup>th</sup> 2020.

A copy of letter sent on January 14<sup>th</sup>, 2021, advising Contractor that tentative inspection of project was made by Curt Mueting, District Construction Engineer.



All Project Records and Computations are available for review accessing NDOT's On Base Storage/Filing System.

All Signs were returned in satisfactory condition.

An internal time allowance was in effect for this project (Earth Shoulders) with timelines being met as per specification.

All Evaluation of Contractor Sheets have been completed, submitted to the Prime Contractor, and are locked inside of RUG.

A 180-day observation period, for Permanent Pavement Markings, pertained to this project. The observation period expired on 12.05.2019 with materials reviewed and deemed in compliance.

An Establishment Period, for Sod, expired on 05.14.2020. Sod was observed and deemed in compliance on this date.

The Final Payrolls for the project were received at NDOT's Tecumseh Field Office on 08.05.2020 from the Prime Contractor.

A contract time extension, for the additional concrete repair work on the project, was calculated and approved thru Change Order # 007 dated 01.14.2021.

The Contractor did not complete work within the Contract Time Allowance.

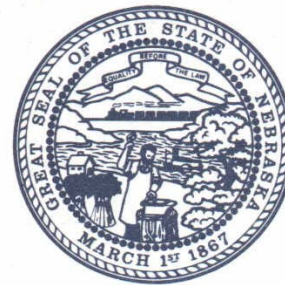
The Contractor did not return the Quantity Acceptance Letter submitted for this project.

# STATE OF NEBRASKA

DEPARTMENT OF ROADS  
John L. Craig, *Director*

## *Revised Contractor Extension of Contract Time Allowance and Assessment of Liquidated Damages Notification Letter*

February 12, 2001



**Mike Johanns**  
Governor

Werner Construction, Inc.  
P. O. Box 1087  
Hastings, NE 68902

**RE:** Project No. EACSTPD-56-4 (101)  
Location: On N-56 East of Greeley  
Control No: 41793

I am attaching a copy of a Revised Extension of Contract Time Allowance and Assessment of Liquidated Damages, which is applicable to the completion of your work under contract on Project No. EACSTPD-56-4 (101).

The contract time allowance overran 15 working days. An extension of 10 working days was previously granted for reasons explained in my letter to you, dated January 5, 2001.

Since that time you have contested the assessment of liquidated damages. Your concern was in the assessment of working days after you were directed by the NDOR to shutdown your operation due to an impending plan revision. We have reconsidered our position on this matter. We are allowing two additional working days for the working days assessed on August 15<sup>th</sup> and 16<sup>th</sup>, 2000.

A Revised Final Estimate in the amount of \$2,730.00 is being prepared in this office to credit you with the additional two working day extension.

It is necessary to assess liquidated damages for the remaining overrun of three working days at \$1,365.00 per working day in the total amount of \$4,095.00.

Very Truly Yours,

Construction Division

cc: V. Charles McCann D-4  
A. A. Zaruba D-4  
Time Ext. File

*Revised Extension of Contract Time Allowance and Assessment of Liquidated Damages*  
*Document*  
*Liquidated Damages Assessed*

PROJECT NUMBER: EACSTPD-56-4 (101)  
CLASS OF WORK: Groups 4, 6, 6A, 7, 9 & 10  
DATE OF CONTRACT: March 9, 1999  
SPECIFIED NO. OF WORKING DAYS: 100

REVISED  
EXTENSION OF CONTRACT TIME ALLOWANCE  
AND  
ASSESSMENT OF LIQUIDATED DAMAGES

In the matter of the time allowance chargeable to the completion of the contract of Werner Construction Co. on Project No. EACSTPD-56-4 (101).

It is hereby ordered that the specified number of working days in which to complete the work be extended for 2 working days, without the assessment of liquidated damages, in accordance with Subsections 108.02 and 108.08 of the Specifications.

It is further ordered that the sum of \$1,365.00 per day, as stipulated in the Specifications, for three working days; in the total amount of \$4,095.00 be deducted from the amount due the contractor, in accordance with Subsection 108.08 of the Specifications.

This extension of contract time allowance, executed this 12th day of February, 2001.

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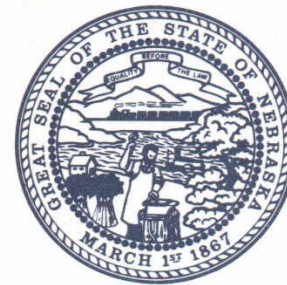
Construction Division

# STATE OF NEBRASKA

DEPARTMENT OF ROADS  
John L. Craig, *Director*

## Revised FHWA Extension of Contract Time Allowance and Assessment of Liquidated Damages Notification Letter

February 24, 2001



**Mike Johanns**  
Governor

Mr. Bruce Lind  
Division Administrator  
Federal Bldg. Room 220  
100 Centennial Mall North  
Lincoln, NE 68508-3851

**RE:** Project No. EACSTPD-56-4 (101)  
Location: On N-56 East of Greeley  
Control No: 41793

I am attaching a copy of a Revised Extension of Contract Time Allowance and Assessment of Liquidated Damages, which is applicable to the completion of the work under contract to Werner Construction, Inc. on Project No. EACSTPD-56-4 (101).

The contract time allowance overran 15 working days. An extension of 10 working days was previously granted for reasons explained in my letter to you, dated January 5, 2001. Your office approved this on February 7, 2001.

Since that time, the contractor contested the assessment of liquidated damages. Their concern was in the assessment of working days after they were directed by the NDOR to shutdown their operation due to an impending plan revision. We believe that the contractor's contention is correct. We are allowing two additional working days for the working days assessed on August 15<sup>th</sup> and 16<sup>th</sup>, 2000.

It is necessary to assess liquidated damages for the remaining overrun of three working days at \$1,365.00 per working day in the total amount of \$4,095.00.

This document, along with new correspondence used in this review, is being resubmitted with the above noted change for your consideration. Please return the original for our files with your approval or comment.

Very Truly Yours,

Construction Division

cc: Time Ext. File



# Memorandum

Department of Roads

*Revised Notification of Project Release Letter*

February 12, 2001

**To:** Chuck McCann

**From:** Bill Hitzeman

**Thru:**

**Subject:** Project No: EACSTPD-56-4(101)  
Location: On N-56 East of Greeley  
Control No: 41793  
Final Estimate: Werner Construction, Inc.

I am attaching a copy of the revised final estimate for work performed by Werner Construction, Inc. in completing their contract for the Culverts, Bridge (6), Bridge (6A), Guard Rail, Bituminous and General Items work on project No. EACSTPD-56-4(101), which has been approved in this office in the total amount of \$4,251.27.

A copy of the revised final estimate is being forwarded to A. A. Zaruba for his files and information.

Bill Hitzeman  
Construction Division

Cc: A. A. Zaruba D-4  
C. R. Oie

# STATE OF NEBRASKA

DEPARTMENT OF ROADS  
John L. Craig, *Director*

## Royalty Confirmation Letter

August 21, 2001



Mike Johanns  
Governor

Becker and Associates, Inc.  
3440 S. 48<sup>th</sup> Street  
P. O. Box 1492  
Lincoln, NE 68518

**RE:** Project No. STPD-50-4(107)  
Tecumseh North  
Control No. 12345

**The pit number, type of material, owner, legal description, quantity, unit price and amount for each pit should be given for all pits. Plan pits that were not used should also be identified. If two or more projects are involved, it is necessary to provide a project breakdown.**

This is to advise that our records indicate the following listed quantities of borrow and local pit materials have been obtained by your company, under State option, in connection with your contract on the above referenced project.

Borrow material was obtained from Pit # 1A owned by Bill Hitzeman. Pit # 1A is located in the N ½ of the E ½ of the NE ¼ of Section 3, T5N – R11E. A total of 8,358 Cubic Yards was obtained @ \$0.40/Cubic Yard = \$3,343.20.

The Department will not make payment to the pit owners until you concur with the quantities and amounts identified in this letter. Please advise the Department of your concurrence or non-concurrence. The Department desires to make payment to the pit owners as soon as possible. Your letter of concurrence should be addressed to the Right of Way Division, with copies to the Controller Division, the Construction Division, the District Engineer and the Project Manager.

It will not be necessary for you to forward any payment for this material. The total amount of \$3,343.20 will be deducted from the payment due on the final estimate.

Sincerely,

Hwy. Project Manager

Cc: Right of Way Division  
Controller Division  
Construction Division  
District Office  
Correspondence File

**This letter is required if the contractor uses any or all of the plan pits.**

**A letter to the Right of Way Division stating that the plan pits were not used is required if the contractor elected not use any plan pits. The contractor is not required to concur with the quantity when no plan pits were used.**



# Memorandum

Department of Roads

## Sign Deduction Computation Letter

July 26, 2000

**To:** Construction Division – Final Review Section

**From:** Rick Kwiatkowski – Hwy. Project Manager

**Thru:**

**Subject:** Sign Deduction  
EACSTPD-58-2(108)  
Loup City Southeast  
Control No. 41726

Deduction in compensation for signs not returned or damaged by the contractor. The deduction will be included as an item on the Final Estimate.

2	W8-1A-30	Bump with Arrow (Not Returned) (30" x 30")	\$48.13/Sign x 2 Signs	=	\$96.26
2	W25-6-48	No Passing Zones Not Marked (Not Returned) (48" x 48")	\$123.20/Sign x 2 Signs	=	\$246.40
6	R2-1-24	MPH – 60 (Not Returned) (24" x 30")	\$38.50/Sign x 6 Signs	=	\$231.00
2	W8-11-36	Uneven Lanes (Damaged) (36" x 36")	\$77.80/Sign x 2 Signs	=	\$155.60
2	4" x 4" x 16' Wood Posts	(1 Damaged & 1 Not Returned) 2 Each @ \$11.28 Each		=	\$22.56
4	10' Steel Posts	4 Each @ \$7.24 Each		=	<u>\$28.96</u>
				Total Deduction	= \$780.78

Rick Kwiatkowski  
Project Manager

# NEBRASKA

Good Life. Great Journey.

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**DEPARTMENT OF TRANSPORTATION**

## Final Review Process Manual

### Appendix 2 – Form Examples Index

August 2021

1. Material Pit Contract Release, NDOT Form 348
2. Option Sites Final Status Report, NDOT Form 232
3. Project Completion Information, NDOT Form 330
4. Project Data – Pertinent Dates Concerning Interest
5. Unemployment Insurance Form, UI-16 Form



# Material Pit Contract Release

Project No. DPU-LIN-2-6(120)

Location: Lincoln South Beltway

Contractor: Hawkins Construction Company

Material: Borrow Pit No.: 1 located on  
Real Property described as: **Enter the legal description of the property**

This Release made by The owner of the property should make the release  
the property owner, hereinafter called the owner.

WITNESSETH: That the owner has carefully inspected the property from which the material was taken and does release the State of Nebraska, Department of Transportation, from any and all damages caused by the removal of material from the owner's land.

Release made this 1st day of July, 2021

**Signature of the witness required**

**Signature of the owner required**

*Witness*

*Owner*

Submitted by: Steve Jones  
*Project Manager*

Date: July 1, 2021

**Original copy of this release, together with the quantity of material removed from the pit,  
to be forwarded to the Right of Way Division before payment for the material is made.**

Original: R.O.W. Division  
xc: Property Owner  
District Engineer  
Project Manager

# Option Sites Final Status Report

Project No.: <p style="text-align: center;">DPU-LIN-2-6(120)</p>	Date: <p style="text-align: center;">July 1, 2021</p>
Contractor: <p style="text-align: center;">Hawkins Construction Company</p>	Group No.: <p style="text-align: center;">1, 3, 4, 6, 10</p>

**Instructions**

*(Refer to the Construction Manual, Section 106.16)*

Site releases are not required on sites the contractor obtains. Site releases are required on Department obtained option pits.

If State obtained pit is used, the following is required:

1. Letter from Project Manager to Contractor confirming quantity used and amount of royalty due *(Submit copies to the Right of Way Division and Final Review Section of the Lincoln Construction office.)*
2. Letter of Concurrence from Contractor to Right of Way Division *(Contractor to submit copies to the Project Manager and Final Review Section of the Lincoln Construction office.)*
3. Letter from the Right of Way Division to the Controller Division authorizing amount of royalty due *(Copies to the Project Manager and Final Review Section of the Lincoln Construction office.)*
4. Project Manager to obtain site release from landowner for State obtained pits *(Option Pits).*

If State obtained pit is not used, the Project Manager will submit a letter stating this to the Right of Way Division. *(Submit copy to the Final Review Section of the Lincoln Construction office.)*

Material or Site	Release Required		All Letters for Plan		Remarks
	Yes	No	Yes	No	
Shoulder Material	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Roadway Grading	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Borrow	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Pit 1. Release received 7/1/2021
Fine Sand	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Soil Binder	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Mineral Filler	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Coarse Sand	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Sand Gravel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>All Option Pits/Sites and Owners should be identified in the Remarks column. Each type of material obtained from an Option Pit/Site should be addressed.</b>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
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	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Signature: <p style="text-align: center;">Steve Jones</p>	Date: <p style="text-align: center;">July 1, 2021</p>
--	--

Provided for  
example only

District No.:  
**1**

# Project Completion Information

Project No.	Control No.	Contract No.	Contractor No.
NH-77-2(162)	13237	1237Y	0574

Location:  
US-77, Princeton - South of Warlick Blvd

Railroad	None					
Contractor:		Letting Date:	Contract Date	Project Manager		
Constructors, Inc.		10/4/2018	10/24/2018	Bob Traudt		

**Groups and Class of Work**

Group 1 Grading, Group 4 Culverts, Group 4A Culvert at Sta. 1450+83.00, Group 5 Seeding, Group 6 Bridge at Sta. 1414+35.00L, Group 6A Bridge at 1414+35.00R, Group 6B Bridge at 1422+88.00L, Group 6C Bridge at 1422+88.00R, Group 6D Bridge at 1762+40.00L, Group 6E Bridge at 1762+40.00R, Group 6F Bridge at 1775+75.00L, Group 6G Bridge at 1776+85.00R, Group 7 Guardrail, Group 9 Bituminous, Group 10 General Items.

Contract Beginning Date	Notice to Proceed Date	Actual Beginning Date	Contract Amount
4/1/2019	4/1/19	3/25/19	\$9,335,687.19

Time Allowance and Adjustments			
Contract Time Allowance	220 WD	Penalty per WD	\$2,546.00
Working Day	Authority		Date
43	C/O #7		9/1/20
Entries made in the Time Allowance Adjustment area only if time has been extended			

Extension of: Enter Overrun and Extension/Assessment or Time OK if completed in the contract time  
Contract overran 35 WD's. Allowed 43 WD's. No assessment

Approved by FHWA:	Internal Damages	Allowed	Used
WD Elapsed Before Work Started: 0	Head-to-Head		
Total WD Elapsed: 255	Detour		
Federal Reporting Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Earth Shouldering	7	6
Winter Work Spec: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			

Completion Date	10/30/20	Final Estimate Received	3/22/21
Acceptance Date	1/29/21 as of 10/30/20	Released	4/21/21
NDOT Form 91 Received	1/29/21	Received by Controller	4/22/21

Interest Information		61 <sup>st</sup> Day After Completion: 12/30/20
Document	Date of Request of Missing Documents	Date Documents Received
Material Certifications		1/21/21
Payrolls		2/11/21
UI-16	4/8/21	4/21/21
Federal Immigration Verification Certification	3/25/21	4/5/21
NDOT 441	3/25/21	3/31/21
NDOT 442	3/25/21	4/16/21

**Interest Period Summary**

12/30/20 thru 4/21/21 - No interest due  
4/22/21 thru date of final payment - Interest due

Project No.: NH-77-2(162)

NDOT Form 330, September 2018	<b>FINAL ESTIMATE AMOUNT</b>	<b>\$10,411,456.77</b>
-------------------------------	------------------------------	------------------------

## PROJECT DATA

### Pertinent Dates Concerning Interest

Project No. 1237Y Location: PRINCETON - SOUTH OF WARLICK BLVD

Contractor: CONSTRUCTORS, INC.

Class of Work: GRADING (1), CULVERTS (4), SEEDING (5), BRIDGE (6), GUARDRAIL (7),

BITUMINOUS (9), GENERAL (10)

Date of Acceptance by District Engineer: \_\_\_\_\_

Date "Additional" Estimate Received: \_\_\_\_\_ Date Released: \_\_\_\_\_

Date Project Manager Notified of Deficiencies: \_\_\_\_\_

Date Final Estimate Received: \_\_\_\_\_

Date Missing Items Received: \_\_\_\_\_

**Remarks:**

All materials were received within the specified time period.

Andi Clark

Materials and Research Division

Date: March 26, 2021

# Unemployment Insurance Form

**Project Manager:** Klaus, Ron  
**Estimate Number:** 0009

DATE: July 23, 2021	
PROJECT: STP-15-2(126)	
CONTRACT ID: 1272Y	CONTROL NO: 13272
LOCATION: E. JCT. US-6 - I80	
PRIME CONTRACTOR: WERNER CONSTRUCTION, INC. ----- 129 E 2ND ST ----- HASTINGS, NE 68902-1087	
UI-16 RECEIVED DATE: January 21, 2021	

LETTING DATE: September 19, 2019	ACCEPTED DATE: August 14, 2020	WORK ACTUALLY STARTED: June 17, 2020	UI-16 NEEDED: June 30, 2020
-------------------------------------	-----------------------------------	---	--------------------------------

CONTRACTOR AND SUBCONTRACTORS	VENDOR ID	NDOL LIABLE NUMBER	ON SITE?	DATE UI-16 RECEIVED	EOC LOCKED
WERNER CONSTRUCTION, INC.	0083	0027002005	Y	8/26/2020	Y
JAMES ENTERPRISE, INC.	0440	0323659004	N	1/21/2021	Y
GARCIA-CHICOINE ENTERPRISES, INC.	1242	0002363003	Y	8/26/2020	Y
ALL ROAD BARRICADES, INC.	1429	0021186007	Y	1/21/2021	Y
NEBRASKA HYDRO-SEEDING CO.	1587	0203354002	Y	12/4/2020	Y
D. P. SAWYER, INC.	1825	0008839000	Y	8/26/2020	Y
BRANDT EXCAVATING COMPANY	2459	0246504008	Y	11/3/2020	Y
JEDD TRUCKING	C462	0397397007	N	1/21/2021	Y
PALENCIA TRUCKING	C463	0397396000	N	1/21/2021	Y
DOMINGUEZ & SONS TRUCKING LLC	C600	0404844007	N	1/21/2021	Y

Observation Period Ends

Remarks:

# NEBRASKA

Good Life. Great Journey.

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**DEPARTMENT OF TRANSPORTATION**

## Final Review Process Manual

### Appendix 3 – Time Review Examples Index

August 2021

1. Internal Time Allowance Review – Detour
2. Internal Time Allowance Review – Head to Head Traffic
3. Time Review Example – Concrete Pavement & Joint Repair
4. Time Review Example – Earth Shoulder Construction
5. Time Review Example – Extra Work Credit & Diary Review

## Internal Time Allowance Review - Detour

J. L. Healy Construction Co.

EACSTPD-2-7(1109) Syracuse East

Groups: 1, 4, 8B & 9    125 WDs Allowed    116 WDs Used    Contract Time Allowance OK

Contract Beginning Date

May 12, 1999

Notice to Proceed Date

May 19, 1999 or Earlier (Revised)

Completion Date

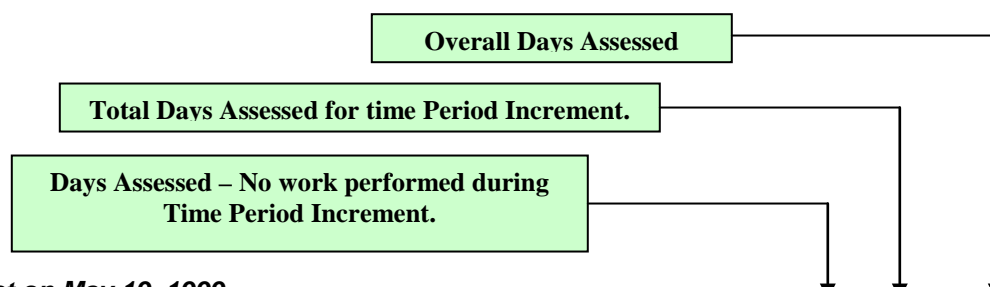
July 18, 2001

The detour route was in effect in excess of the 68 working days allowed. A review must be made for the Detour – Internal Damages only. The detour route was in effect for 69 working days.

The Special Provisions state:

1. The public vehicular detour route will be placed in effect on the date included in the Notice to Proceed or on an earlier date requested by the contractor and approved by the engineer, for the performance of the work between Station 978+00 and Station 7+12.5 and for the construction of the culverts at Stations 13+50, 152+22, 240+67, 301+19, 330+44 and 337+64.
2. The maximum length of the period of time that the detour will be in effect for the performance of the aforementioned work will be the expiration of sixty-eight (68) working days.
3. The contractor's failure to complete the above-stipulated work prior to the expiration of the 68<sup>th</sup> working day will result in the assessment of \$3,000.00 per calendar day. This assessment will commence on the calendar day following the date of the 68<sup>th</sup> working day and will continue per calendar day until and including the actual day that traffic is routed on the completed work.
4. The contractor's completion of the above-stipulated work prior to the expiration of the 68<sup>th</sup> working day will result in the incentive payment of \$3,000.00 per working day. The amount of the incentive payment will be the product of \$3,000.00 multiplied by the resultant of 68 working days minus the actual number of working days assessed prior to the completion of the above-stipulated work.
5. The maximum incentive payment will be \$30,000.00.
6. A working day is any day except Saturdays, Sundays, and Nebraska holidays. Work may be performed on Saturdays, Sundays, and Nebraska holidays without the assessment of working days.

### Diary Review – Detour



***The detour was placed in effect on May 19, 1999.***

5/19/99	to	C.C.O. – 5/19 Traffic Control	5/21 Storm Sewer	<b><i>DETOUR IN EFFECT</i></b>	5	5	5
5/23/99		Set Signs & Barricades, Unloading storm sewer pipe					
5/24/99	to	C.C.O. – Storm Sewer Sat. & Sun. - Optional				0	5
5/25/99		No work being done					
5/26/99	to	C.C.O. – Storm Sewer				4	9
5/30/99		<b>5/26 Holiday</b> Dewatering, laying storm sewer pipe, milling					
5/31/99	to	C.C.O. – Storm Sewer Sat. & Sun. - Optional				0	9
6/1/99		Dewatering, laying storm sewer pipe, milling, removals both days					
6/2/99	to	C.C.O. – Storm Sewer				5	14
6/6/99		Dewatering, laying storm sewer pipe, milling, culvert extensions					
6/7/99	to	C.C.O. – Storm Sewer Sat. & Sun. - Optional				0	14
6/8/99		Culvert work both days					
6/9/99	to	C.C.O. – Storm Sewer				5	19
6/13/99		Laying storm sewer pipe, pour inlets, culvert extensions					
6/14/99	to	C.C.O. – Storm Sewer Sat. & Sun. - Optional				0	19
6/15/99		Saturday	Pour Inlets, laid pipe	Sunday	No Work		
6/16/99	to	C.C.O. – Storm Sewer				5	24

6/20/99		Laying storm sewer pipe, pour inlets, culvert extensions, tree removal, cut special ditch			
6/21/99	to	C.C.O. – Storm Sewer Sat. & Sun. – Optional		0	24
6/22/99		Saturday Pour Inlets                      Sunday No work			
6/23/99	to	C.C.O. – Storm Sewer    6/27 Detour		5	29
6/27/99		Grading, culverts, storm sewer, RR – signal & crossing, Detour grading			
6/28/99	to	C.C.O. – Detour Sat. & Sun. - Optional		0	29
6/29/99		Saturday Grading Detour                      Sunday No Work			
6/30/99	to	C.C.O. – Detour		4	33
7/4/99		7/4 Holiday Grading, removals, culvert extensions, storm sewer, pour inlets			
7/5/99	to	C.C.O. – Detour Sat. & Sun. - Optional		0	33
7/6/99		No work being done			
7/7/99	to	C.C.O. – Detour    7/11 Concrete Paving		5	38
7/11/99		Laid Detour Asphalt, Grading, Culverts, storm sewer, pour inlets, removals, shouldering			
7/12/99	to	C.C.O. – Concrete Paving Sat. & Sun. - Optional		0	38
7/13/99		Saturday Removals & Culvert Extensions                      Sunday Removals			
7/14/99	to	C.C.O. – Concrete Paving		5	43
7/18/99		Grading, removals, culverts, storm sewer, subgrade prep, lighting, set up concrete plant			
7/19/99	to	C.C.O. – Concrete Paving Sat. & Sun. - Optional		0	43
7/20/99		Subgrade Prep both days			
7/21/99	to	C.C.O. – Concrete Paving		5	48
7/25/99		Culverts, subgrade prep, grading, paving			
7/26/99	to	C.C.O. – Concrete Paving Sat. & Sun. - Optional		0	48
7/27/99		Paved both days			
7/28/99	to	C.C.O. – Concrete Paving		5	53
8/1/99		Subgrade Prep, Grading, Culverts, Paving			
8/2/99	to	C.C.O. – Concrete Paving Sat. & Sun. - Optional		0	53
8/3/99		Saturday Culvert Work    Sunday No Work			
8/4/99	to	C.C.O. – Concrete Paving		5	58
8/8/99		Subgrade Prep, Grading, Culverts, Paving			
8/9/99	to	C.C.O. – Concrete Paving Sat. & Sun. - Optional		0	58
8/10/99		Paving both days			
8/11/99	to	C.C.O. – Concrete Paving		5	63
8/15/99		Grading, Paving, Culverts			
8/16/99	to	C.C.O. – Concrete Paving Sat. & Sun. - Optional		0	63
8/17/99		Saturday Mainline Paving Completed (7 Day Cure Time Begins)                      Sunday No Work			
8/18/99	to	C.C.O. – Concrete Paving		5	68
8/22/99		Paved Drives, Intersections & Sidewalk, Grading, Type “C” Patching			
8/23/99		C.C.O. – Concrete Paving    Saturday End of Cure Time – Project can be reopened to Traffic Opening is delayed due to RR Replacing a crossing – Not due to contractors operation		1	69
		Total working days used = 69			

**Summary**

The working days were charged fairly and in accordance with the Specs and Special Provisions. No work was completed during the first week that the detour was in effect. The contractor worked numerous weekends and holidays when working days weren't charged. Minor delays were experienced due to wet conditions but they were able to work the entire work force over 80% of the time. The cause of the overrun is attributed to the contractor's failure to perform any work in the first week that the detour was in effect. Rerouting of traffic back to the project was delayed until 8/25/99 due to the RR's failure to replace a crossing during the project closure, but this wasn't due to the contractor's operation.

I recommend an assessment of 1 CD @ \$3,000.00 = \$3,000.00 of Internal Damages. The assessment will be included on the Final Estimate – Item No. 4008.

Larry Winslow  
District 1 Final Reviewer



**Cc: Project Manager  
District File**

## Internal Time Allowance Review – Head To Head Traffic

Northern Improvement Company

IR-80-4(88) Grand Island West

Groups: 3 & 4

60 WDs Allowed

57 WDs Used

Contract Time Allowance OK

Contract Beginning Date

June 12, 2000

Notice to Proceed Date

June 12, 2000

Completion Date

September 9, 2000

The Special Provisions provide for an Incentive Payment (\$500.00/WD)/Disincentive Assessment (\$500.00/CD) for the length of time that traffic is in the Head To Head Mode (See page 25). Forty-Three (43) Working Days are allowed for Head To Head Traffic.

### Head To Head Traffic Review

Head To Head Traffic began on June 16, 2000 (10<sup>th</sup> WD)

Head To Head Traffic ended on September 6, 2000 (52<sup>nd</sup> WD)

43 WDs Allowed – 42 WDs Used = 1 WD of Incentive Payment

### Overrun in Contract Items During Head To Head Mode

12" Concrete Pavement	7.20 Sq. Yds. @ \$12.75 =	\$91.80
Soil Binder	2810.00 Cy. Yds. @ \$10.00 =	\$28,100.00
Asphaltic Concrete, Type C	20.89 Ton @ \$90.00 =	\$1,880.10
Water, Applied	282.00 Mgal @ \$ 4.00 =	\$1,128.00
		<u>\$31,199.90</u>

Contract Amount – Excluding Traffic Control Items = \$2,490,894.65

$\frac{31,199.90}{2,490,894.65} = 0.01253 \times 43 \text{ WDs} = 0.53879$       Extend Allowable WDs      Call 1 WD

44 WDs Allowed (Adjusted) – 42 WDs Used = 2 WDs of Incentive Payment

### Summary

The allowable time to complete the work to be performed during the Head To Head Traffic Mode should be extended by 1 WD due to the overrun of the contract items placed. The contractor completed the work and returned traffic back to normal 1 WD ahead of the time allowed. An Incentive Payment of 2 WDs @ \$500.00 in the total amount of \$1,000.00 will be included on the Estimate as Item No. 4015.

Terry Catlett  
District 4 Final Reviewer

Cc: Project Manager  
District File

**Time Review Example – Concrete Pavement & Joint Repair**

Paulsen Building and Supply, Inc. S-80-3(1001) Paxton West  
 Group: 3    30WDs Allowed    Overrun 24 WDs @ \$225.00/WD = \$5,400.00

Contract Beginning Date                      August 8, 2000  
 Notice to Proceed Date                      August 8, 2000  
 Completion Date                                November 1, 2000

Overruns of traffic control items that are measured by the day will not be considered for extending the contract time allowance. Overrun of traffic control items that are measured by methods other than time will be considered for extending the contract time allowance. (Special Provisions, Pg. 17 Para. 10)

<u>Item</u>	<u>Plan Value</u>	<u>Final Value</u>
Sign Day	\$ 1,657.70	\$ 1,350.90
Flagging	\$ 1,450.00	\$ 1,050.00
Totals	\$ 3,107.70	\$ 2,400.90

\$3,107.70 - \$2,400.90 = \$706.80 Underrun

**Extra Work Credit**

C/O #1 S/A #1	Remove & Replace Unsuitable Material	8/31/00, 9/8/00 & 9/15/00	Allowed	+ \$167.44
C/O #2 S/A #2	Remove & Replace Dowel Bars	9/8/00 & 9/15/00	Allowed	+ \$146.69
			<b>Total</b>	<b>+ \$314.13</b>

\$314.13  
 $\$ 122,846.60 = 0.002557 \times 30 \text{ WDs} = \mathbf{0.07671}$                       **Call 1 WD**

\$ 122,579.87	<b>Amount of Final Estimate</b>
\$ 122,846.60	<b>Contract Amount</b>
\$ - 314.13	<b>Amount Allowed for Extra Work Credit</b>
\$ - 0.00	<b>Amount Not Allowed for Extra Work Credit</b>
\$ - 0.00	<b>Amount of Overrun of Traffic Control Items – Not Eligible for Extra Work Credit</b>

\$ 580.86 Underrun                      **Call 0 WD**

Concrete Pavement Repair  
 Plan Pavement Repair – 700.00 Sq. Yds.  
 Final Pavement Repair – 830.79 Sq. Yds.

12 WDs Allowed

The WDs Allowed is obtained from the Construction Division "Time Allowance Work-up Sheets".

$\frac{700.00 \text{ Sq. Yds}}{12 \text{ WDs}} / \frac{830.79 \text{ Sq. Yds.}}{X \text{ WDs}} =$

$X = \frac{830.79(12)}{700.00}$

X = 14.2421                      Call 15 WDs

15 WDs – 12 WDs Allowed = 3 WDs Extension

The additional WDs allowed may need to be increased due to a time (72 Hour) traffic restriction. This will be addressed on the "Time Allowance Work-up Sheets", if applicable. Example: 3 (1.25) = 3.75    Call 4 WDs

The Diary Review is only necessary if the Extra Work Credit Review does not provide enough time to eliminate the overrun of time.

Overall Days Assessed

Total Days Assessed for Time Period Increment.

Days Assessed – No work performed during Time Period Increment.

Diary Review

8/8/00	to	C.C.O. – Concrete Pavement Repair		5	5
8/12/00		Placed Traffic Control and work on Pavement Repair all week			
8/13/00	to	C.C.O. – Concrete Pavement Repair Saturday & Sunday		0	5
8/14/00		No Work on Project			
8/15/00	to	C.C.O. – Concrete Pavement Repair		5	10
8/19/00		Pavement Repair and Joint Sealing all week			
8/20/00	to	C.C.O. – Concrete Pavement Repair Saturday & Sunday		0	10
8/21/00		No Work on Project			
8/22/00	to	C.C.O. – Concrete Pavement Repair		5	15
8/26/00		Pavement Repair and Joint Sealing all week			
8/27/00	to	C.C.O. – Concrete Pavement Repair Saturday & Sunday		0	15
8/28/00		No Work on Project			
8/29/00	to	C.C.O. – Concrete Pavement Repair		5	20
9/2/00		Pavement Repair and Joint Sealing all week			
9/3/00	to	C.C.O. – Concrete Pavement Repair Saturday & Sunday		0	20
9/4/00		No Work on Project			
9/5/00	to	C.C.O. – Concrete Pavement Repair		4	24
9/9/00		Pavement Repair and Joint Sealing all week <b>Holiday 9/5/00</b>			
9/10/00	to	C.C.O. – Concrete Pavement Repair Saturday & Sunday		0	24
9/11/00		No Work on Project			
9/12/00	to	C.C.O. – Concrete Pavement Repair		2	26
9/16/00		Pavement Repair and Joint Sealing <b>Rain 9/12, 9/14 &amp; 9/15</b>			
9/17/00	to	C.C.O. – Concrete Pavement Repair Saturday & Sunday		0	26
9/18/00		No Work on Project			
9/19/00	to	C.C.O. – Concrete Pavement Repair		5	31
9/23/00		Pavement Repair and Joint Sealing all week			
9/24/00	to	C.C.O. – Concrete Pavement Repair Saturday & Sunday		0	31
9/25/00		No Work on Project			
9/26/00	to	C.C.O. – Concrete Pavement Repair		3	34
9/30/00		Pavement Repair and Joint Sealing <b>Rain 9/28 &amp; 9/29</b>			
10/1/00	to	C.C.O. – Concrete Pavement Repair Saturday & Sunday		0	34
10/2/00		No Work on Project			
10/3/00	to	C.C.O. – Concrete Pavement Repair		4	38
10/7/00		Pavement Repair and Joint Sealing <b>Rain 10/6</b>			
10/8/00	to	C.C.O. – Concrete Pavement Repair Saturday & Sunday		1	39
10/9/00		Saturday – Pavement Repair and Joint Sealing Sunday – No Work			
10/10/00	to	C.C.O. – Concrete Pavement Repair		5	44
10/14/00		Pavement Repair and Joint Sealing all week			
10/15/00	to	C.C.O. – Concrete Pavement Repair Saturday & Sunday		0	44
10/16/00		No Work on Project			
10/17/00	to	C.C.O. – Concrete Pavement Repair		4	48
10/21/00		Pavement Repair and Joint Sealing <b>Rain 10/19</b>			
10/22/00	to	C.C.O. – Concrete Pavement Repair Saturday & Sunday		0	48
10/23/00		No Work on Project			
10/24/00	to	C.C.O. – Concrete Pavement Repair		5	53
10/28/00		Pavement Repair and Joint Sealing all week			
10/29/00	to	C.C.O. – Concrete Pavement Repair Saturday & Sunday		1	54
10/30/00		Saturday – Sealing Joints Sunday – No Work			

10/31/00	to	C.C.O. – Minor Work		0	54
11/1/00		Clean-up and sign removal Project Completed 11/1/00			
		Total Working Days Assessed = 54			

## **Summary**

A review of the diary and the working day reports indicated that the working days were charged fairly and in accordance with the specifications. The overrun of working days is attributed to the contractor's failure to more vigorously prosecute the work.

30 – Contract Time Allowance

1 – Extra Work Credit – Change Order-Supplemental Agreement (new items)

0 – Extra Work Credit – Overrun of Original Contract Items

3 – Additional WDs Allowed for Concrete Pavement Repair

34 – Total Working Days Allowed

54 – Total Working Days Assessed

34 – Total Working Days Allowed

20 – Overrun of Adjusted Time Allowance

I recommend an extension of 4 Working Days and an assessment of 20 Working Days @\$225.00 = \$4,500.00.

Kerri Halstead  
District 6 Final Reviewer

Cc: Project Manager  
District File

**Time Review Example – Earth Shoulder Construction**

Western Engineering Company, Inc.

EACSTPD-30-1(110) Big Springs West

Groups: 1, 4, 4A, 5, 6, 6B, 7, 9 & 10    90 WDs Allowed    83 WDs Used    Contract Time Allowance OK

Contract Beginning Date	June 1, 1998
Notice to Proceed Date	June 22, 1998 Revised
Completion Date	April 26, 1999

A review must be made for the Internal Time Allowance for Earth Shoulder Construction only. Earth Shoulder Construction must be performed and completed in accordance with Subsection 304.03 of the 1997 Standard Specifications.

Project Length = 8.5 miles  
 10 WDs Allowed (Table 304.01) – Overran 4 CDs @ \$500.00/CD = \$2,000.00

**Diary Review – Earth Shoulder Construction**

			WDs	Total WDs	CDs
4/6/99		Mainline Surfacing Completed (48 <sup>th</sup> WD)			
4/7/99	to	C.C.O. – Earth Shoulder Construction	3	3	
4/9/99		Guard Rail Placement, Placing dirt for shoulders, Clean up			
4/10/99	to	C.C.O. – Earth Shoulder Construction Sat. & Sun.	0	3	
4/11/99		Saturday – Guard Rail Placement, Placing dirt for shoulders, Clean up    Sunday – No Work			
4/12/99	to	C.C.O. – Earth Shoulder Construction	3	6	
4/16/99		Guard Rail Placement, Placing dirt for shoulders, Clean up    4/15 & 4/16 – To Wet to Shoulder			
4/17/99	to	C.C.O. – Earth Shoulder Construction Sat. & Sun.	0	7	
4/18/99		Saturday – Shouldering    Sunday – No Work			
4/19/99	to	C.C.O. – Earth Shoulder Construction	3	10	1
4/23/99		Guard Rail, Shouldering    4/19 To Wet to Shoulder    (4/22 10 <sup>th</sup> WD after surfacing complete)			
4/24/99	to	C.C.O. – Earth Shoulder Construction Sat. & Sun.			2
4/25/99		Saturday – Shouldering (10 hrs)    Sunday – Shouldering (3.5 hrs)			
4/26/99		C.C.O. – Earth Shoulder Construction All material in place. Shouldering is complete as required by the Specs.			1

**Summary**

The Earth Shoulder Construction commenced as required by Subsection 304.03 of the 1997 Specs.

- 4/6/99 Mainline Surfacing Completed
- 4/21/99 10<sup>th</sup> WD Charged after Completion of Surfacing
- 4/22/99 Date to Begin Assessment of Internal Damages
- 4/26/99 Date Earth Shoulder Construction was completed
- 4 CDs Overrun of Calendar Days

Working days were charged fairly and in accordance with the Specifications. Review of the project records indicate that the contractor failed to provide adequate equipment and personnel to complete the earth shouldering within the allowed time. Only 2 belly dumps, 1 grader, 1 roller, 1 loader and 4 personnel were assigned to the operation. The truck drivers and the grader operator also operated the roller. The contractor didn't provide adequate resources for the operation until 4/24/99.

I recommend an assessment of 4 CDs @ \$500.00/CD = \$2,000.00 without an extension. The assessment will be included on the Final Estimate – Item No. 4009.

Russ Frickey  
 District 5 Final Reviewer

Cc: Project Manager

## District File

## Time Review Example – Extra Work Credit & Diary Review

Western Engineering Company, Inc.  
 Groups: 1, 4, 4A, 5, 6, 6B, 7, 9 & 10  
 90 WDs allowed – Overran 65 WDs @ \$1,747.00/WD = \$113,555.00

EACSTPD-30-1(110) Big Springs West  
 Deuel County

Contract Beginning Date                      June 1, 1998  
 Notice to Proceed Date                      June 22, 1998 Revised  
 Completion Date                                June 6, 1999

Time Extension Document 901, Dated – 11/23/99 allows    +28 W. D.  
 Time Extension Document 902, Dated – 3/08/00 allows    +11 W. D.

Overruns of traffic control items that are measured by the day will not be considered for extending the contract time allowance. Overrun of traffic control items that are measured by methods other than time will be considered for extending the contract time allowance. (Special Provisions, Page. 27 Para. 10.)

<u>Item</u>	<u>Plan Value</u>	<u>Final Value</u>
Barricades, Type II	\$ 1,147.00	\$ 822.00
Barricades, Type III	\$ 11,389.00	\$ 27,541.50
Sign Day	\$ 6,657.70	\$ 10,350.90
Flagging	\$ 1,450.00	\$ 22,040.00
Totals	\$ 20,643.70	\$ 60,754.40

\$60,754.40 - \$20,643.70 = \$40,110.70 Overrun (Not eligible for extra work credit)

### Extra Work Credit

Time Extension Document No. 901 has allowed that 28 working days charged from 6/22/98 thru 7/12/98, inclusive and 1/8/99 thru 2/1/99, inclusive, be granted to the contractor. Any extra work performed during these time periods is not eligible for extra work credit.

**USE THE ACTUAL MONETARY VALUE of the work performed for additional work credit.  
DO NOT use the Change Order – Supplemental Agreement estimated monetary value.**

C/O #1 S/A #1	18" Metal Flared End Section	7/11/98	<b>Not Allowed</b>	<b>(\$ 367.50)</b>
C/O #1 S/A #1	24" Metal Flared End Section	7/13/98,7/15,7/16,9/16/98	Allowed	+ \$ 3,800.00
C/O #1 S/A #1	30" Metal Flared End Section	7/16/98	Allowed	+ \$ 1,680.00
C/O #1 S/A #1	36" Metal Flared End Section	7/13/98,7/15,7/16/98	Allowed	+ \$ 4,500.00
C/O #1 S/A #1	Removal of Existing Hdwls. From Culverts	7/13/98,8/28,9/10/98	Allowed	+ \$ 2,800.00
C/O #1 S/A #1	Temporary Rumble Strips	8/6/98	Allowed	+ \$ 650.00
C/O #2 S/A #2	Painting Structural Steel	8/10/99	Allowed	+ \$11,765.95
			<b>Total</b>	<b>+ \$25,195.95</b>

\$25,195.95



$$\text{\$ } 2,620,266.01 = 0.009616 \times 90 \text{ WDs} = 0.86544$$

Call 1 WD

**Incentive payments, disincentive assessments, deductions in compensation, fuel cost adjustments, etc. should not have any affect on the extension of time. Deductions and disincentives should be added back into the total. Additions and Incentives should be deducted from the total.**

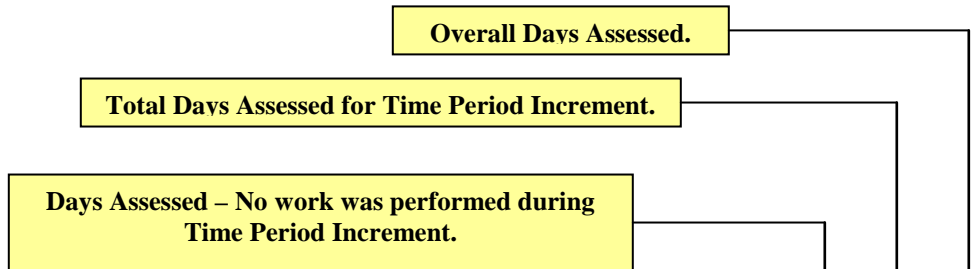
+\$2,786,718.66	<b>Amount of Final Estimate</b>
-\$2,620,266.01	<b>Contract Amount</b>
-\$25,195.95	<b>Amount Allowed for Extra Work Credit</b>
-\$367.50	<b>Amount Not Allowed for Extra Work Credit</b>
-\$40,110.70	<b>Amount of Overrun of Traffic Control Items – Not Eligible for Extra Work Credit</b>
-\$4,856.71	<b>Smoothness Incentive – Asph. Concrete – Not Eligible for Extra Work Credit</b>
-\$2,675.19	<b>Smoothness Incentive – Asph. Cement – Not Eligible for Extra Work Credit</b>
+\$922.36	<b>Fuel Cost Adjustment of -\$922.36 (reduction – add back)</b>

$$+\text{\$ } 94,168.96$$

$$\text{\$ } 2,620,266.01 = 0.035939 \times 90 \text{ WDs} = 3.23451$$

Call 4 WDs

**The Diary Review is only necessary if the Extra Work Credit Review does not provide enough time to eliminate the overrun of time.**



**Diary Review**

6/22/98	to		C.C.O. – Bridge Construction No work being done on C.C.O.	14	14	14
7/12/98			No Work on Project			
7/13/98	to		C.C.O. – Bridge Construction No work being done on C.C.O.	5	5	19
7/17/98			Culvert contractor working on culverts			
7/18/98	to		C.C.O. – Bridge Construction Sat. & Sun. - Optional		0	19
7/19/98			No work being done			
7/20/98	to		C.C.O. – Bridge Construction		5	24
7/24/98			Bridge contractor working			
7/25/98	to		C.C.O. – Bridge Construction Sat. & Sun. - Optional		0	24
7/26/98			No work being done			
7/27/98	to		C.C.O. – Bridge Construction		5	29
7/31/98			Bridge removal, Pile Driving			
8/01/98	to		C.C.O. – Bridge Construction Sat. & Sun. - Optional		0	29
8/02/98			No work being done			
8/03/98	to		C.C.O. – Bridge Construction		5	34
8/07/98			Piling, Conc. Placement Culvert work			
8/08/98	to		C.C.O. – Bridge Construction Sat. & Sun. - Optional		0	34
8/09/98			No work being done			
8/10/98	to		C.C.O. – Bridge Construction		5	39
8/14/98			Piling, box culvert, concrete pouring,			
8/15/98	to		C.C.O. – Bridge Construction Sat. & Sun. – Optional		0	39
8/16/98			No work being done			

8/17/98	to		C.C.O. – Bridge Construction		5	44
8/21/98			Concrete pouring for bridge, forming placing steel			
8/22/98	to		C.C.O. – Bridge Construction Sat. & Sun. - Optional		0	44
8/23/98			Culvert crew working on Sat.			
8/24/98	to		C.C.O. – Bridge Construction		5	49
8/28/98			Culvert resteel placement, Bridge work, some grading on day road			
8/29/98	to		C.C.O. – Bridge Construction Sat. & Sun. - Optional		0	49
8/30/98			No work being done			
8/31/98	to		C.C.O. – Bridge Construction		5	54
9/04/98			Bridge work, culvert work, Milling Asph			
9/05/98	to		C.C.O. – Bridge Construction Sat. & Sun. - Optional		0	54
9/06/98			Grading work on Sat.			
9/07/98	to		C.C.O. – Bridge Construction		4	58
9/11/98			Holiday 9/7/99 Piling, Grading east End of Project,			
9/12/98	to		C.C.O. – Bridge Construction Sat. & Sun. - Optional		0	58
9/13/98			No work being done			
9/14/98	to		C.C.O. – Bridge Construction		4	62
9/18/98			Weather 9/14 Conc. Approach sect., grading, piling,			
9/19/98	to		C.C.O. – Bridge Construction Sat. & Sun. - Optional		0	62
9/20/98			No work being done			
9/21/98	to		C.C.O. – Bridge Construction		4	66
9/25/98			Weather 9/21 grading, sheet piling, deck overlay			
9/26/98	to		C.C.O. – Bridge Construction Sat. & Sun. - Optional		0	66
9/27/98			No work being done			
9/28/98	to		C.C.O. – Bridge Construction		4	70
10/2/98			Weather 10/2 Placed conc. Rail, rock rip rap, forming, steel placement			
10/3/98	to		C.C.O. – Bridge Construction Sat. & Sun. - Optional		0	70
10/4/98			No work being done			
10/5/98	to		C.C.O. – Bridge Construction		4	74
10/9/98			Weather 10/5 Conc. Placement bent, abut; rip rap			
10/10/98	to		C.C.O. – Bridge Construction Sat. & Sun. - Optional		0	74
10/11/98			No work being done			
10/12/98	to		C.C.O. – Bridge Construction		4	78
10/16/98			Holiday 10/12 Abut. Walls, grading, culvert backfilling			
10/17/98	to		C.C.O. – Bridge Construction Sat. & Sun. - Optional		0	78
10/18/98			No work being done			
10/19/98	to		C.C.O. – Bridge Construction		5	83
10/23/98			Conc. Placement grade beam, grading, rock riprap, Forming & placing steel			
10/24/98	to		C.C.O. – Bridge Construction Sat. & Sun. - Optional		0	83
10/25/98			Bridge contractor worked Sat.			
10/26/98	to		C.C.O. – Bridge Construction		5	88
10/30/98			Bridge work, Shouldering, Placing concrete			
10/31/98	to		C.C.O. – Bridge Construction Sat. & Sun. - Optional		0	88
11/01/98			No work being done			
11/02/98	to		C.C.O. – Bridge Construction		2	90
11/06/98			Weather 11/2, 11/3, 11/6 Granular Backfill, forming, resteel			
11/07/98	to		C.C.O. – Bridge Construction Sat. & Sun. - Optional		0	90
11/08/98			No work being done			
11/09/98	to		C.C.O. – Bridge Construction		2	92
11/13/98			Weather 11/9, 11/10, 11/11 Bridge work, conc. Pouring, Subgrade prep			
11/14/98	to		C.C.O. – Bridge Construction Sat. & Sun. - Optional		1	93
11/15/98			Bridge work both Sat. & Sun.			
11/16/98	to		C.C.O. – Bridge Construction		5	98
11/20/98			Bridge work, conc. Work, subgrade prep. Silica fume overlay			
11/21/98	to		C.C.O. – Bridge Construction Sat. & Sun. - Optional		1	99
11/22/98			Bridge work, Asphalt paving both Sat & Sun.			
11/23/98	to		C.C.O. – Bridge Construction		3	102
11/27/98			Holiday 11/26 & 11/27 Bridge const., Asph. Paving, grading			

11/28/98	to		C.C.O. – Bridge Construction Sat. & Sun. - Optional		0	102
11/29/98			No work being done			
11/30/98	to		C.C.O. – Bridge Construction		5	107
12/04/98			Bridge work, decking Grading, Asphalt surfacing			
12/05/98	to		C.C.O. – Bridge Construction Sat. & Sun. - Optional		1	108
12/06/98			Bridge work both Sat. & Sun.			
12/07/98	to		C.C.O. – Bridge Construction		4	112
12/11/98			Weather 12/9 Bridge decking, milling			
12/12/98	to		C.C.O. – Bridge Construction Sat. & Sun. - Optional		0	112
12/13/98			No work being done			
12/14/98	to		C.C.O. – Bridge Construction		5	117
12/18/98			Bridge work, conc. Pour, milling, forming, placing steel			
12/19/98	to		C.C.O. – Bridge Construction Sat. & Sun. - Optional		0	117
12/20/98			No work being done			
12/21/98	to		C.C.O. – Bridge Construction		0	117
12/25/98			Weather 12/21, 12/22, 12/23, 12/24 Holiday 12/25			
12/26/98	to		C.C.O. – Bridge Construction Sat. & Sun. – Optional		0	117
12/27/98			No work being done			
12/28/98	to		C.C.O. – Bridge Construction		2	119
01/01/99			Weather 12/28, 12/29 Holiday 1/1 Bridge work, conc. Rail,			
01/02/99	to		C.C.O. – Bridge Construction Sat. & Sun. - Optional		0	119
01/03/99			No work being done			
01/04/99	to		C.C.O. – Guard rail		3	122
01/07/99			Weather 1/4, 1/5 Installing guardrail, bridge clean-up, riprap			
01/08/99	to		C.C.O. – Guard rail Installing guardrail, bridge clean-up, riprap		14	136
02/01/99					0	136
			Working days suspended for remainder of winter.			
04/20/99	to		C.C.O. – Asph. Surfacing. Working days resume 4/20/99		1	137
04/23/99			Weather 4/21, 4/22, 4/23 Placing Asphalt 4/20			
04/24/99	to		C.C.O. – Asphalt Surfacing Sat. & Sun. – Optional		0	137
04/25/99			No work being done			
04/26/99	to		C.C.O. – Asph. Surfacing. Working days resume 4/20/99		4	141
04/30/99			Weather 4/29 - Asphalt surfacing being done			
05/01/99	to		C.C.O. – Asphalt Surfacing Sat. & Sun. – Optional		0	141
05/02/99			No work being done			
05/03/99	to		C.C.O. – Asphalt Surfacing		5	146
05/07/99			Asphalt surfacing, shouldering placement			
05/08/99	to		C.C.O. – Asphalt Surfacing Sat. & Sun. – Optional		0	146
05/09/99			Asphalt Surfacing Sat.			
5/10/99	to		C.C.O. – Earth Shouldering C.C.O. – Changed to Seeding 5/14		4	150
5/14/99			Weather 5/14 Shouldering work being done			
5/15/99	to		C.C.O. – Earth Shouldering Sat. & Sun. - Optional		0	150
5/16/99			No work being done			
5/17/99	to		C.C.O. – Earth Shouldering		2	152
5/21/99			Shouldering restoration work 5/17 – 5/19 Seeding being done, erosion control			
5/22/99	to		C.C.O. – Earth Shouldering Sat. & Sun. – Optional		0	152
5/23/99			Seeding work on Sat.			
5/24/99	to		C.C.O. – Earth Shouldering C.C.O. – Changed to Minor Finishing 5/27		3	155
5/28/99			Seeding, Mulching, and crimping			
5/29/99	to		C.C.O. – Minor Finishing Sat. & Sun. Optional		0	155
5/30/99			No work being done			
5/31/99	to		C.C.O. – Minor Finishing – Work completed on 6/02/99		0	155
6/02/99						
			Total working days used = 155			

## Summary

A review of the diary & the working day reports indicated that the working days were charged fairly and in accordance with the specifications. The contractor was unable to work on the project a total of 24 days because of adverse weather conditions. A total of 19 working days were assessed when no work was performed on the project when soil and weather conditions were suitable for work.

Contract Time Allowance Extension Document No. 901, dated 11/23/99, extended the contract time allowance 28 working days. This extension addresses the working days charged from 6/22/98 through 7/12/98, inclusive, and from 1/8/99 through 2/1/99, inclusive. The contractor could not have worked efficiently due to numerous periods of adverse weather during these time periods.

Contract Time Allowance Extension Document No. 902, dated 3/8/00, extended the contract time allowance 11 working days. This extension allows for delays incurred by the contractor awaiting the bridge bearing pads.

90 – Contract Time Allowance

1 – Extra Work Credit – Change Order-Supplemental Agreement (new items)

4 – Extra Work Credit – Overrun of Original Contract Items

28 – Contract Time Allowance Extension Document No. 901

11 – Contract Time Allowance Extension Document No. 901

134 – Total Time Allowed

155 – Total Working Days Assessed

134 – Total Time Allowed

21 – Overrun of Adjusted Time Allowance

I recommend the extension of a total of 44 Working Days and an assessment of 21 Working Days @ \$1,747.00 = \$36,687.00.

Russ Frickey  
District 5 Final Reviewer

Cc: Project Manager  
District File