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PART II

2.00 CONTRACT ADMINISTRATION

2.01 BIDDING REQUIREMENTS AND CONDITIONS

The Standard Specifications establish the conditions under which the contractor's bid will be accepted by the Department. It also establishes the Contractor's personal responsibility for knowledge of job conditions and familiarity with plans and specifications. The Field Engineer should be aware of the contents of this section even though they are not involved in bidding procedures.

2.02 AWARD AND EXECUTION OF CONTRACT

The Standard Specifications outline the procedures and obligations involved in award of the contract to the successful bidder. The Field Engineer will know that these conditions have been met when they receive an executed copy of the contract or an official notice that the Contractor may proceed with the work. NOTE: Contracts cannot be downloaded, until the Approval Date has been entered in CMS on the Contract Info-1 or Contract Info-1 Non C screen.

2.03 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

2.03.01 GENERAL

In effect, this section calls the Contractor's attention to the existence of laws and regulations that govern this phase of construction. This reference does not intend or require that the Field Engineer is to exercise police enforcement power. In the event it is observed that the contractor is violating a law or regulation, the matter is to be brought to the Contractor's attention, requesting that compliance be adhered to. Where flagrant violations affecting the work are observed, the Field Engineer has the authority to require proper compliance therewith before permitting the work to proceed.

2.03.02 PUBLIC CONVENIENCE AND SAFETY

The Contractor bears a contractual obligation of providing for the convenience of the public. The scope and limits of this obligation are in the Standard Specifications.

The "public" is anyone passing through or affected by construction operations. This includes pedestrians and residents, as well as vehicular traffic.

The Specifications leave the manner of conducting the operations and providing for convenience to the discretion of the Contractor. However, the Field Engineer must insure that the Contractor has made adequate provisions for the convenience of the public in a manner that fulfills the intent of the Specifications.

2.03.03 TRAFFIC CONTROL DEVICES

Before permitting work operations to start or continue, the Field Engineer will determine that the Contractor has provided, and properly erected the necessary traffic control devices, and has provided flaggers, if required, to adequately warn the traveling public of work operations that may be a hazard to the public.

Where traffic is maintained on a construction project, advance warning is required sufficiently in advance of construction operations to alert drivers in time for them to become aware of conditions ahead, prior to entering the work area.

As stated in Part I of the Construction Manual, the design and erection requirements for signs and other traffic control devices are provided in the plans and by the Manual of Uniform Traffic Control Devices.

Unless provided as part of the construction contract, the State or local government entity is responsible for furnishing, erecting and maintaining all signs along any project detour and on the regular route of the highway or street approaching the beginning and end of the detour.

Unless provided otherwise, the Contractor is required to erect and maintain the barricades and road closed signs at **each** end of the project and at **each** intermediate crossroad. The Contractor is solely responsible for all signs within the closed section of highway that may be necessary to protect the work and safeguard the local traffic.

2.04 SCOPE OF WORK

2.04.01 QUANTITY CHANGES

It is well to assume that conditions of the work will not necessarily be those anticipated when the plans and proposal were prepared, and that certain omissions, errors, and plan changes will need correction before the project is properly completed.

The contract quantities are, in most cases, educated calculations, and variation of a few percentage points is common during actual work. There are several items of work which are bid on a “planned quantity” basis, and unless either party questions the planned quantity, payment is made on the basis of the planned amount.

Some quantities, such as bituminous materials, cannot be accurately computed in advance of the actual construction. The estimated quantity is somewhat theoretical, and the Contractor is expected to provide all the material required for that item of work at the unit bid price established in the contract, no matter what the overrun or underrun. Items that are found to be unnecessary by the Field Engineer may be eliminated as provided for in Division 100 “Measurement and Payment” of the Standard Specifications.

Whether through error in the planning process, or through changed conditions in the field, situations arise when the quantities indicated in the plans are considerably more or less than those actually provided in the contract. The Field Engineer should check the applicable Specification for the contract item to determine whether changes in contract quantities are handled in any special way. If no special condition exists for the item in question, Division 100 “Alterations of Plans or Character of Work” of the Standard Specifications will apply.

All changes in unit prices and additional items of work must be made valid through a Change Order to the Contract.

Price Approval Considerations

When it becomes necessary to add a new item to an existing contract, the first step would be for Construction Office to request a price for the added work from the contractor. They should then forward that request to the Bureau of Construction and Maintenance, Attention Change Order Section for review. The following should be included in the information submitted:

- ✓ What item is being added
- ✓ How much is being added
- ✓ Any special conditions affecting the cost of the item
- ✓ Construction Office’s review and recommendation
- ✓ A copy of the contractor’s letter requesting the price

When the price is received it will be evaluated to determine if it is acceptable. The following are some of the items considered in the review of a price:

- If this an item normally bid on our projects how does it compare the bid averages?
- How does this price compare to similar work on projects in the area?
- Is this item somehow different than those bid (deeper, special equipment required, short time frame, etc.)?
- Is the quantity large or small compared to the bid average quantity?
- Where is this work being done (area of the state, rural urban)?
- Is traffic a consideration (high volume, low volume, night time work, etc.)?
- Does the work affect the calendar completion of the entire project?
- Is this specialty work (environmental clean up, non highway type work, etc.)?
- Compare proposed price with unit price for similar work in other states.
- Require an itemized break down of the proposed price.
- Are equipment rates based on Blue Book rates?
- Look at the production rate expected.
- How much has been added to the price to accelerate the work
- Will the added work affect other work on the project?
- How reasonable does the price seem?
- Do we really need to do the work?

Should it be impossible for a price to be negotiated with the contractor it can be necessary to do the work on a Force Account basis. Both side need to be aware of this and adequate records kept in accordance the requirements of the Standard Specifications. Always get rental rate for any equipment to be used approved before work starts. The make, model and year are always needed to ascertain the acceptable rate.

2.04.02 DETOURS

All detours are provided and maintained by the Secretary, unless included as a part of the construction contract. The Field Engineer shall notify the District Engineer of any need for construction detours. The notice shall be in the form of a letter, and shall describe the portion of the road which must be closed to traffic and state the date on which it will probably be closed. When possible, this notice should be delivered to the District Engineer at least one week prior to the date traffic will be routed over the detour. A copy of the notice shall be sent to the local Maintenance Superintendent.

The local Maintenance Superintendent is responsible for the detour. However, the Field Engineer should cooperate with him and notify him of any observed detour signs which have become damaged, misplaced, or torn down, and of any other conditions which require attention. In this manner he should aid the Maintenance Department in keeping all detours well marked, and in a safe and serviceable condition. It is not intended that responsibility for documentation of inspections and condition of the detour rest upon the Field Engineer.

2.04.03 USE OF MATERIAL FOUND ON THE PROJECT

In the interest of conservation of aggregates or other materials required in the construction of the project, the Specifications permit the Contractor, with the approval of the Field Engineer, to use materials encountered in the excavation of the roadway in lieu of materials normally furnished by them from outside sources. The materials so removed will be measured as roadway excavation subject to replacement with other suitable materials by the Contractor, if and as required, for construction of embankments, backfills, and other appurtenances required in the Contract. It will be the general rule not to permit the removal of such materials from areas of the roadway beyond the limits of excavation as indicated by grades and cross sections of the finished

graded roadway. When a material removed from the roadway is used by the Contractor for material normally furnished by them, it should first be agreed upon between the Contractor and the Field Engineer as to the quantity of material to be replaced. The differential in shrinkage factors for the two materials should be considered.

With specific written approval of the Field Engineer, aggregates and other granular materials may be removed from the right of way outside of the grading limits for specific uses under the contract. In no event shall aggregates be removed from the right of way, beyond the roadway grading limits, for use on other projects or Contracts or for purposes other than those required under the Contract. Material required for restoration of an excavation area on the right of way will be furnished by the Contractor at their expense.

2.05 PROJECT ORGANIZATION

2.05.01 PROJECT ASSIGNMENT

The Field Engineer and all engineering personnel required for project surveying, testing, inspection and office work will be assigned as needed, through the District Office. The number and classification of required employees will depend on the size and scope of the project. In many cases, the availability of experienced employees will be limited, so it may be necessary to employ temporary labor for the routine tasks. Additional inspection personnel may be provided by approved consulting firms through the Inspection as Needed program. **All** personnel must have the proper certification in the area they are inspecting. Surveying is normally a contract bid item, and is thus performed by the prime contractor or a sub-contractor hired by the prime contractor.

Specialization in construction inspection is not advisable. Although it is desirable to assign positions based on experience in the work assigned, consideration must also be given to the employee's future potential by providing a broad work experience. Therefore, work assignments should be rotated provided that overall efficiency does not materially suffer.

The Field Engineer is responsible for providing adequate supervision and inspection on projects assigned to his office. Each employee must have a clear understanding of his duties and responsibilities so they can carry out their assignment. Some employees will need closer supervision than others will, and it is important that each one knows to whom they can go for advice. Experienced employees should be given the responsibility of helping those in training.

2.05.02 DELEGATION OF AUTHORITY

To have an efficient organization, the line of authority must be well defined. Each employee should be **delegated authority** in line with his administrative responsibilities. The Field Engineer must check to see that delegated duties are being properly discharged, but he also must stand behind decisions made by that employee within the employee's designated duty.

It is good policy to delegate the responsibility for inspection supervision to one or more experienced inspectors. As Project Coordinator, this employee must have authority to direct and coordinate the activities of all inspection personnel, and make day-to-day decisions involving engineering judgments of an immediate nature. The Field Engineer ordinarily delegates to the Survey Coordinator, authority to act for him in all matters pertaining to construction surveying. On large projects, where more than one survey party is needed, the responsibility for survey coordination on the project should be delegated to one of the more experienced and capable Survey Coordinators. In most cases, the surveying is a contract bid item, and the contractor is responsible for all necessary survey activity.

2.05.03 CONTRACT DOCUMENTS

After the project assignments have been made, the District Office will transmit one or more complete sets of plans to the Field Engineer. Additional copies of the plans are available through the Bureau of Construction and Maintenance. It is not necessary to have a complete set of cross sections with every set of plans; likewise, some detail or plan sheets are applicable only to certain construction operations and extra copies should be furnished only to those involved in particular operations.

Initial distribution of the Proposal is similar to that of the construction plans. Complete extra copies of the proposal are distributed to the appropriate district after a contract letting.

The Contract and Bond are retained in the K.D.O.T. Headquarters.

2.05.04 PROJECT ORIENTATION AND REVIEW

After being assigned a project, the Field Engineer and his principal assistants should obtain and study the plans, specifications and special provisions thoroughly to determine whether any conflicts, problems, or changes can be anticipated due to existing field conditions. All major findings should be discussed with the District Construction Engineer before any action is taken.

If any problems of significant proportion are encountered such as essential plan changes, the need for extra work, major quantity changes or poorly defined requirements relating to an item of work, immediate action should be taken to resolve or clarify the issue. In any event, the Field Engineer should know the Department's official position regarding these issues before they are presented at the pre-construction conference.

On occasion, it may be found that the Plans or Proposal may have some potentially controversial issues, major plan changes or other significant considerations. In such a situation, a preliminary conference involving the District, Designer, Headquarters personnel and the Federal Highway Administration officials, if applicable, should be held, and the issues resolved. Such a conference should be held well in advance of the pre-construction conference so that the details and/or proposals can be prepared for presentation to the contractor at the pre-construction conference.

Following the award and execution of the highway improvement contract, the Field Engineer shall arrange a conference with the Contractor and other interested parties for reviewing construction details, Special Provisions, proposed schedules, etc.

2.05.05 PROJECT PERSONNEL CONFERENCE

Before construction begins, the Field Engineer should arrange a semi-formal meeting with all project personnel so that they may know of the work ahead, and their functions with regard to the work. Such a meeting will allow any questions regarding the work to be answered, and thereby increase personnel effectiveness. Notes should be kept of topics covered, and a report prepared for the project files.

Some of the items that could be covered at the meeting are the following:

- a. The delegation of work and lines of authority.
- b. The Field Engineer should insure that every inspector assigned to the project is thoroughly familiar with the Standard Specifications and/or Special Provisions that are relevant to the segment of work he will be inspecting.
- c. Explain employee's responsibilities, and how they fit into the overall engineering supervision and inspection.
- d. What to do when unacceptable work or improper methods or equipment are encountered on the job.

- e. What are the legal relations and responsibilities of employee toward the public, the Contractor and visiting officials.
- f. Regulations concerning misrepresentations, misstatement of fact, false reporting, etc.
- g. Explain documentation of procedures, quality and quantity control and record accounting practice.
- h. Scope of the project and probable methods of proceeding.

Due to an ever increasing workload, an individual initially assigned to a particular phase of the work may, as work progresses, be assigned to a different operation. Thus, it could easily be that the assignments and instructions given at the first Project Personnel Conference would become remote to the situation existing after a period of construction has passed. Subsequent group meetings of the personnel may therefore be advisable to point out such changes and, if necessary, provide an opportunity to reiterate some project policies and methods where laxity may be developing.

2.05.06 CONSTRUCTION ENGINEERING

Section CM-3, Item 2.4.1, of the Fiscal Management Coding Manual states that this includes all engineering and inspection necessary to and pertaining directly to the project under construction, including testing of materials, geologic and soils investigations, checking false work plans, revision of plans during construction, completed construction plans, etc. All costs relative to construction engineering for projects must be so recorded even though it may be accomplished some time prior to the letting of the Contracts (construction preparation & survey activities).

2.06 PRECONSTRUCTION CONFERENCE

Prior to this meeting, the Field Engineer and his staff shall have studied the Contract Documents, and made a field inspection of the project so that they will be well informed as to the requirements and existing conditions.

Those persons invited to attend the conference should include the following:

- The Field Engineer
- The Project Coordinator
- The Survey Coordinator
- The Chief, Bureau of Construction and Maintenance
- The Chief, Bureau of Materials & Research
- District Personnel
- The Contractor and Subcontractors
- Design Consulting Engineer (if applicable)
- Utility Company Representatives (if applicable)
- City or County Officials (if applicable)
- Federal Highway Administration (if applicable)
- Bureau of Transportation Information
- Newspaper Representatives
- Structural Steel Fabricator (if applicable)

The Field Engineer is responsible for conducting the discussions, and for making a written record of the conference discussions. The written record is prepared in report form to the District Engineer with copies to all participants and to the project file.

Among the subjects to be discussed are the following:

a. Progress Work Schedule

1. Contractor's proposed operating schedule.
2. Contractor's equipment to be used.
3. Computation of working day charges and execution of working day statements.
4. Required time schedule, completion date requirements, liquidated damages, Incentives and/or Disincentives.

b. Pollution Control Schedule

1. Importance of expediting pollution control items.
2. Specification and/or Special Provision requirements.

c. Designation of Supervisors

1. The Project Coordinator, Survey Coordinator, Utility Coordinator and chief inspectors in charge of various major phases of work (where applicable) should be designated by the Field Engineer.
2. The Contractor should designate the superintendent, safety officer and E.E.O. officer for the project. Names, addresses and telephone numbers should be given, if possible.

d. Subcontractors

1. Contractor should advise who subcontractors will be, if known at the time and work to be sublet.
2. Stipulations to be included in subcontract agreements.
3. Field Engineer/Contractor relations and responsibility toward subcontractors.
4. DOT Form No. 260 must be submitted with "Request of Approval of Sub Contractor" (DOT Form No. 259). Good documentation must be exhibited that the Contractor has attempted to obtain minority subcontractor.
5. Authorized representatives.
6. The Contractor should be advised that subcontracts between prime and subcontractor must be in writing.

e. Utilities and Railroads

1. Status of all utilities.
2. Progress schedule for removal, relocation and adjustments.
3. Temporary crossings needed, if any.
4. Legal relations and responsibilities.
5. Cooperation between the contractor, public and utility companies.
6. Licenses, permits and agreements required in connection with the work.
7. Local ordinances applicable, if any.

f. Project Procedures and Quality Control

1. Have the Contractor explain in detail the proposed methods of construction operations. Items to be discussed will depend upon the nature of the project, but such items as the following should be reviewed:

- (a) Number and thickness of lifts (where appropriate).
- (b) Blading, rolling and consolidation procedures.
- (c) Making and checking joints (where appropriate).

2. Equipment to be used in the various phases should be discussed.
3. Methods and quality control techniques should be discussed, as well as methods of correcting unsatisfactory work.

g. Haul Roads

1. Contractor should designate proposed haul roads to be used.
2. Dust pollution control.
3. Possible weight restrictions.

4. Prior approval from applicable governing agency, and general responsibilities regarding traffic and public.

5. Set up time of inspection of haul roads as per specifications.

h. Signing

1. Review standard traffic sheets and/or traffic control plan sheets incorporated in plans. All traffic control items will conform with Plans and Specifications.

2. Responsibility for signs and barricades, and their maintenance.

3. Contractor should be advised of the name, if available, of the State representative responsible for checking signs on the project.

4. Contractor should advise the name of the person in their working force that will be delegated responsibility for signing.

5. Review flagging requirements and procedures.

i. Special Requirements

1. Unusual conditions and Special Provisions.

2. Conflicts and problems anticipated, if any.

3. Any clarification of construction details needed.

j. Environmental Protection

If applicable, an environmental packet containing permits from the following agencies will be on file at the District Office and the Area Office.

1. Department of the Army.

2. Kansas State Board of Agriculture.

3. Kansas Corporation Commission.

4. Kansas Department of Wildlife and Parks.

5. Department of Health and Environment.

Note: Special attention should be given to the items listed and summarized on the cover of the environmental packet.

k. Labor Requirements and Equal Employment Opportunity (EEO)

1. Payroll requirements and wage rate interviews.

2.. EEO Affirmative Action requirements.

3. Required posters and bulletin board (See Section 1.10.02 “Enforcement of Labor Provisions” of the Construction Manual) Engineer’s inspection and investigation.

l. Safety Regulations

1. OSHA.

2. Does Contractor have a definite safety program?

3. Has responsibility for safety been assigned a top company official?

4. Are all occupational deaths, injuries and illnesses investigated, recorded and reported?

5. The prime Contractor has the responsibility for seeing that subcontractors comply with safety and labor regulations.

m. Materials

1. Contractors Process Control Plan.

2. Inspection procedures, time and place of testing and accepting materials.

3. Contractor’s responsibility of furnishing sample test reports and/or certifications.

4. Storage of materials and payment for the same.

5. Locating and equipping field laboratories.

6. List of suppliers should be furnished the Field Engineer by the Contractor indicating where he plans on obtaining the various materials for the project.

n. Partnering

A formal partnering conference may be conducted if requested by either the contractor or KDOT. If project specific partnering conference is scheduled for the project, the Principles of Partnering should be discussed. Copies of the Partnering Brochure may also be distributed at this time.

Utility Company representatives should be provided an opportunity to leave when the discussion of "Utilities and Railroads" has been completed. The items to be discussed during the remainder of the meeting have no relevant bearing upon their activities on the project.

o. Handling and removal of the logo signs within construction limits.

These signs are not KDOT property! They are owned by the company advertising and they pay rent to KDOT through our contractor, Kansas Logos, Inc., for the ability to display them on our signs.

The following information is included on standard plan sheet TE402. Contractors need to be aware of their responsibility to contact Kansas Logos, Inc., but the topic should also be addressed at the Pre-Construction Conference.

The contractor will notify Kansas Logos, Inc. at 1-800-449-4420 one week in advance of when the logo panels need to be removed from the sign structure. Kansas Logos, Inc. will remove, store and reinstall the logo panels upon completion of construction. If Kansas Logos, Inc. does not remove the logo panels within one week of notice, the contractor will remove the logo panels and take reasonable care of them until Kansas Logos, Inc. can retrieve the logo panels.

p. Miscellaneous

Packets containing information and/or questionnaires should be prepared for such standard items as EEO, Davis-Bacon (payrolls) and Safety. These could be sent to the Contractor and subcontractors prior to the Pre-construction Conference, or handed out at the Conference. This will minimize the discussion necessary for the topics at the Conference, leaving more time for the discussion of construction items and techniques.

The Pre-construction Conference, if properly conducted, can be of material aid in getting the project properly started. Participants should come prepared to make worthwhile contributions to the Conference and improvement of general relations. As moderator, the Field Engineer should attempt to keep within the scheduled agenda once the Conference has begun, and discourage any extraneous or digressive commentary in a diplomatic manner.

2.07 CONTROL OF WORK

2.07.01 AUTHORITY

The term Engineer in the Specifications refers to the State Transportation Engineer, and inasmuch as his duties are many, these duties are delegated to his subordinates who have the specific authority and the duty as delegated to them by him, or by the Specifications, in the administration of the Contract.

Whenever the term Field Engineer is used, it shall be considered to mean: Metro Engineer, Field Engineering Administrator, Area Engineer, Construction Engineer/Manager, and/or Construction Coordinator.

In general, the authority of the Field Engineer in relation to the Contract extends only to the direction of the work, and the enforcement of the terms of the Contract as set forth in its several constituent parts. Beyond the authority given to the Field Engineer in the Specifications,

variation or revisions made in the terms or requirements of the Contract are by formal action of the Department.

The field supervision and control of the work is the responsibility of the Field Engineer who is assigned to the project by the District Engineer. Within the limits of the Department's policies and control procedures, and the approved program and policies of the District, the Field Engineer is responsible for and has delegated authority for obtaining work that is satisfactory in respect to the requirements of the Contract Documents. All personnel assigned to the project are responsible to the Field Engineer in the fulfillment of their duties. The Field Engineer may delegate to his assistants such authority as he deems necessary for the proper performance of their work without relinquishment of his overall responsibilities.

2.07.02 CORRESPONDENCE

The Field Engineer shall furnish the District office with a copy of all his outgoing correspondence, and retain a copy in the project office file. Similarly, they shall provide the District Office with a copy of any incoming correspondence that would be of interest to the District Engineer. Any incoming correspondence covering matters outside the authority of the Field Engineer shall be forwarded to the District Office for appropriate action.

2.07.03 RESPONSIBILITY, AUTHORITY AND BEHAVIOR OF THE INSPECTOR

a. Responsibility

The inspector is responsible for seeing that the work he is inspecting is being constructed in accordance with the requirements of the Contract Documents. This, however, does not give him the right to unnecessarily or willfully disrupt the operations of the Contractor.

The Inspector must become thoroughly familiar with the Contract Documents as they apply to the work he is to inspect, and he should review them frequently. The inspector must be capable of recognizing immediately if the work he is inspecting conforms to the contract requirements. He should know how the work that he is inspecting fits into the overall schedule.

If any material or any portion of the work does not conform to the requirements, the inspector should so notify the Contractor, tell them why it does not conform, and record it in his daily report. Should the Contractor ignore the notice and continue the operation, then the inspector should promptly advise his supervisor.

The inspector should avoid any inspection, testing or other activity that could be construed as a responsibility of the Contractor; otherwise he may prejudice the Department's position in the event of a dispute or claim.

When the inspector is assigned to an operation, he should cover it as long as the work is proceeding, or see to it that another inspector takes over, should he have to leave. This applies particularly to work that will not be viewed again, such as driving piles, laying pipe in a trench, and placing concrete.

The inspector's daily diary should include a recording of the day's happenings, the Contractor's activity on the work he is inspecting, equipment and personnel being used, controlling item of work, instructions given the Contractor and any agreements made. The inspector must remember that in the event of contract disputes, his daily diary assumes legal importance.

Inspections and testing should be performed carefully, and in a timely manner. Test samples should be carefully handled and protected, and test results reported to the Contractor without delay. It is a needless waste of time and money when a Contractor is informed of an unsatisfactory result of a test that was performed two or three days previously.

Materials should be checked as soon after they are delivered as possible. An inspector who rejects material after it has been placed in its permanent position is not working in the best interest of the Department.

Work should be inspected as it progresses. For example, postponing the inspection of the placing of reinforcing steel and other embedded items until they are 100% complete does nothing but delay progress. Steel clearance should be inspected just prior to concrete placement.

Unacceptable work should be recognized in its early stages and reported to the Contractor before it develops into an expensive and time consuming correction. An inspector who has thoroughly familiarized himself with the contract requirements should recognize these situations almost immediately.

Occasionally, a problem may arise which the inspector is unable to handle alone. He should report this to his supervisor for prompt action. Unresolved problems can sometimes develop into critical situations and claims.

An inspector has the responsibility to be available at all times to provide prompt inspection, and a decision on acceptance when required. A Contractor should not be required to delay his work while the inspector is locating his supervisor to make this decision. Of course, by the same token, the Contractor is expected to give adequate notice to the inspector when he (the Contractor) will be ready for inspection on an operation.

If any specified tolerance governing the Contractor's work is found to be unrealistic, it is the responsibility of the inspector to report it to his supervisor.

Whenever possible, problems should be anticipated in advance. The Contractor may be unaware of a sleeve or other embedded item that must be set in the forms. It is incumbent upon the inspector to point this out to the Contractor's supervisor. By this advance notice, the inspector contributes to maintaining progress of the work.

When work is to be corrected by the Contractor, the inspector should follow it up daily. Otherwise, the corrections may be forgotten or the work covered over.

The inspector should stand behind any decisions he makes on the Contractor's work. Any untrue denial by the inspector may cause immeasurable damage to the relations between Contractor and inspection personnel.

The inspector should be safety minded. If he observes a dangerous condition on the job, it is his responsibility to call it to the attention of the Contractor, and then note it in his daily report. The mere physical presence of the owner's representative on the site makes it his responsibility to report a recognizable unsafe condition.

The inspector has a responsibility to be alert and observant. He should report to his supervisor any situation he thinks may cause delay in the completion of the project.

b. Authority

The inspector must be delegated certain authority if he is to perform his duties properly. His close working relations with the Contractor demand it. The inspector should not hesitate to use his given authority when the situation demands it, and he should not, on the other hand, abuse it. In exercising his authority, the inspector should keep foremost in his thinking that his authority is a delegation from his supervisors, and he should act accordingly in making decisions. He should recognize that there will be situations on which he should seek such assistance before making the decision. In addition, the Contractor is entitled to know when their work is not proceeding in an acceptable manner.

The inspector should have the authority to approve materials and workmanship that meet the contract requirements, and should give this approval promptly, where necessary.

The inspector should not have the authority to approve deviations from the contract requirements, nor should he require the Contractor to furnish more than the contract requires.

The inspector should not under any circumstances attempt to direct the Contractor's work; otherwise, the Contractor may be relieved of their responsibility under the contract. Instructions should be given to the Contractor's supervisors, not to their workers.

c. Behavior

There are three relationships that are inevitable parts of an inspector's work:

1. Fellow Inspectors - The inspector must maintain a relationship of mutual respect, confidence, and trust with their fellow inspectors. This is accomplished by being diligent, and thorough in keeping their associates informed of their activities, and in relaying instructions and other information pertinent to the overall inspection activities.

2. Supervisors - The inspector must similarly maintain a relationship with his supervisors which will insure mutual respect, confidence, and trust. They must be able to take and execute orders, and accept decisions gracefully. They should be diligent in keeping their supervisors fully informed of the progress of the inspection, and be particularly alert to observe and report to them matters that may be critical in the event of a dispute or claim.

3. Contractors - Tact should be used in pointing out deficiencies to the Contractor and their staff. An inspector's behavior can materially help to improve, or disrupt, the relationship between contractor, inspection personnel and the Department.

To be successful in their work, the inspector must merit the respect and confidence of those they work for and of those whose work they inspect. They must be honest and fair, exercising their responsibilities with firmness and good nature. They should work cooperatively with the Contractor but in such a way as not to prejudice their basic responsibility to the Department. Personality differences or presumed evaluation of the Contractor by an inspector should not be permitted to interfere with or affect the inspector's working relations with the Contractor. An inspector should not prejudge the Contractor. They must begin on the premise that the Contractor is fair-minded and intends to do a good job.

The contract documents require the Contractor to furnish experienced personnel. The same should apply to the Department's inspection team; it should be staffed with knowledgeable, qualified people.

Criticism, on or off the job, of the Contractor or any of their employees by the inspector, is unwarranted and should not be tolerated.

If the inspector has made a wrong decision, they should have the fortitude to admit it. It is recognized that no one is perfect.

When dealing with the public, the inspector should be courteous and respect their rights. The resulting good public relations will benefit all concerned.

2.07.04 REMOVAL OF UNACCEPTED AND UNAUTHORIZED WORK

Generally unauthorized work is work performed beyond the limits indicated by the lines and grades shown on the plans or other terms of the contract, or beyond the limits defined by the stakes set, or it is extra work not authorized by written agreements. Such work is not subject to compensation and may at the discretion of the Field Engineer be ordered removed or otherwise corrected by the Contractor at their expense.

Defective work is work which does not conform to the requirements of the contract or work in which defective materials have been incorporated. Upon written order by the Field Engineer, the Contractor is required to remove and replace, or otherwise satisfactorily correct defective work as directed. Upon failure of the Contractor to comply with such orders, the Department may cause such defective work to be removed and replaced or otherwise corrected, and all costs incurred by such actions deducted from any monies due or may be due the Contractor. In some instances of defective work, such as surface courses, base courses, and

similar items of work which have minor defects as constructed or have been constructed with materials having minor defects, the Department has the right to permit such work to be left in place. The Department may accept the work without any compensation to the Contractor or to make payment to the Contractor at a reduced rate from the contract price, which reflects a commensurate and reasonable value of the work as determined by the Department.

2.07.05 PARTIAL AND FINAL ACCEPTANCE

The specifications permit the Engineer to accept and relieve the Contractor of their responsibility for maintenance of completed sections of the project. Consideration should be given to acceptance of sections when such sections are situated where they can be opened to and advantageously used by traffic or advance the following stage of construction. Partial acceptance, or the acceptance of a portion of a project relieves the Contractor of their responsibility to the Department or other governmental agencies responsible for the work accepted. It does not, however, relieve the Contractor of their responsibility for damage by their operations and the remaining work to be accomplished.

Before final inspection is made, all finishing operations, necessary repairs and corrections required will be satisfactorily made for final acceptance. As a matter of cooperation with the Contractor, defects to be corrected and special finishing requirements should be called to the Contractor's attention prior to the beginning of their finishing operations, and checked during such operations in order that the completed work will conform to requirements and be in an acceptable condition.

2.08 CONTROL OF MATERIALS

The Standard Specifications provide that only materials conforming to requirements of the contract shall be used, and that the Contractor is responsible for furnishing materials that meet the specified requirements.

For assurance that only materials meeting the specifications are furnished, inspecting and testing of materials prior to their use in the work is provided. Representative samples of materials for testing are taken at the job site or at the source of supply of material in accordance with proceedings of the governing specifications, or in accordance with standard practices of the Department.

Sampling and testing is not required for all materials. Some materials are accepted upon certification by the manufacturer that the material complies with the specifications, and a few materials may be accepted upon visual inspection by field personnel. Information relative to sampling, inspection and acceptance of materials, and many of the more frequently and generally used procedures in field evaluating, testing and control of materials are included in Part V of Construction Manual. Other procedures or more limited application may be found, herein, under the discussion for a specific item of work.

In supervision of the construction of the project, the Field Engineer will ascertain that a material has been accepted before permitting its incorporation in the work.

2.09 PROSECUTION AND PROGRESS

2.09.01 SUBCONTRACTING

All requests by the Contractor for permission to sublet any portion of the work shall be submitted on Form No. 259 (Request for Approval of Subcontractor) along with Form No. 260 which stipulates the completion of certain Equal Employment Opportunity requirements. The request shall be submitted to the Field Engineer who shall input the information into the Construction Management System (CMS) and make their recommendations for approval. The

District Engineer and the Bureau Chief of Construction and Maintenance must also approve each subcontractor in CMS.

No work shall be permitted under any proposed subcontract before they are approved. Consent to sublet any portion of the contract shall not relieve the Contractor of any responsibility for fulfillment of the Contract. Subcontracts between the prime and a Subcontractor must be in writing.

2.09.02 PROSECUTION AND PROGRESS

a. Notice to Proceed

The Notice to Proceed (DOT Form No. 258) is prepared and distributed to the contractor by the district office prior to work starting. The actual Notice to Proceed date should also be entered in CMS on the Contract Info-1 screen. The form should be submitted sufficiently in advance of the starting date that it would be received by the contractor before the date specified. Normally, the "Notice to Proceed" will be issued after the Pre-construction Conference with the Contractor, at which time the Contractor's proposed work schedule is presented and discussed. Other considerations may have to be evaluated, such as detours, utility adjustments, traffic considerations, availability of special materials, etc., before issuing the Notice to Proceed.

The Notice to Proceed is not required on railroad crossing signal projects or connecting link projects (KLINK).

b. Notice of Work Starting

The Notice of Work Starting (DOT Form No. 258A) is to be completed and mailed the same day work physically starts on the project. This date should also be entered into CMS on the Contract Info-1 screen. On Federal Aid projects, except Secondary, the Notice of Work Starting should be addressed to:

Mr./Ms.
Division Administrator
Federal Highway Administration
3300 South Topeka Boulevard, Suite 1
Topeka, Kansas 66611-2237

On all other projects, the Notice of Work Starting should be mailed to:

Mr./Ms.
Chief, Bureau of Construction and Maintenance
Kansas Department of Transportation
Harrison Center
700 SW Harrison St.
Topeka, Kansas 66603-3754

c. Temporary Suspension of Work and Notice of Work Resuming

The District Engineer may authorize the Field Engineer to give the Contractor written permission to suspend the work wholly or in part for such period or periods as he may deem necessary or desirable due to conditions beyond his control. These may include unavailability of material, unsuitable weather, inability of the Contractor to perform further work until construction phases involving other Contractors has been completed or such other conditions of work. The Contractor shall not suspend work without written authority. Reasons such as lack of equipment or work force are not acceptable.

When non-delivery of material is the reason for the delay, the Field Engineer should ascertain that the Contractor is making all reasonable efforts to obtain the material. A record of the prompt placing of orders and documentation of their diligent coverage of the various sources of supply is a prerequisite for consideration of suspension. Reasons due to weather are usually

due to the specifications prohibiting some types of work to continue after certain dates. (See Division 100 “Working Day Determination and Extension of Contract Time” of the Standard Specifications for conditions within the Contractor’s control).

If it should become necessary to stop work for an indefinite period, the contractor should store all materials in such a manner that will not obstruct or impede traffic or become damaged in any way. Provisions shall be made for suitable drainage on the project and precaution taken to prevent damage or deterioration to work that has been performed. (See Division 100 “Contractor’s Responsibility for Work” of the Standard Specifications). Appropriate copies of DOT Form No. 206 authorizing suspension of work shall be prepared and distributed as directed on the form.

The Notification of Working Days Charged report for the week in which suspension begins shall carry a note that an authorization for suspension has been given, and that no more reports will be submitted until work is resumed or until counting of working days is resumed.

When work is to be suspended, a Temporary Suspension of Work (DOT Form No. 206) is to be completed and mailed the same day work is suspended. The Notice of Work Resuming (DOT Form No.206A) is to be completed and mailed the same day work resumes. This date should also be entered into CMS on the Contract Info-1 screen.

Addressee:

Federal Aid Projects (except Secondary):

Mr./Ms.
Division Administrator
Federal Highway Administration
3300 South Topeka Boulevard, Suite 1
Topeka, Kansas 66611-2237

All Other projects:

Mr./Ms.
Chief, Bureau of Construction and Maintenance
Kansas Department of Transportation
Harrison Center, 700 SW Harrison St.
Topeka, Kansas 66603-3754

d. Progress Schedule

It is the general policy to request a “Progress Schedule” from the Contractor. The appropriate time for requesting this information would be notifying the contractor of the schedule for the Pre-construction conference or during the Pre-construction Conference. It is essential that the Field Engineer is thoroughly familiar with the Contractor’s plan of operation in order that a staking schedule for the project may be determined, and an estimate developed of the engineering personnel required.

During construction, if there is a continual lag between the Contractor’s progress and the elapsed contract time, and no apparent effort is made to improve the rate of progress, the Field Engineer shall notify the Contractor in writing that progress is unsatisfactory. If the time lag increases to serious proportions, the Field Engineer should request the District Engineer to take appropriate action. In extreme situations, the District Engineer should consider termination of the Contractor’s right to proceed, as provided for in the Standard Specifications. This action should only be taken after consultation with the Assistant Secretary and State Transportation Engineer.

2.09.03 CHARACTER OF WORKERS, METHODS AND EQUIPMENT

The Standard Specifications requires the Contractor to, at all times, employ sufficient labor and equipment for prosecuting the several classes of work to full completion in the manner and time required by the contract.

Inefficient workers and inadequate or poor equipment contribute substantially toward progress on construction. Unsatisfactory progress quite frequently results in requests for time extensions or claims.

It is important that the Field Engineer keep sufficient records on equipment and Contractor's personnel so that complete information will be available should a claim arise, or the Contractor oppose assessment of liquidated damages. Lack of detailed information in many instances has been costly to the Department.

2.09.04 CONTRACT TIME

The Department establishes the amount of contract time (number of Working Days or completion date) for EACH project based upon the volume and type of construction that is required. The Standard Specifications require an assessment to be invoked for all overruns in contract time when the Department is not justified in granting a time extension. This assessment is called liquidated damages or disincentive assessments, and represents added costs for project administration and inspection as well as lost use of the facility for the time its completion was delayed. Liquidated damages are based on calendar days. See Division 100 "Failure to Complete The Work On Time" of the Standard Specifications. Disincentive assessments are based on a calendar day completion date, and when applicable, will be in the proposal as a special provision.

2.09.05 CLAIMS AGAINST CONTRACTORS

Frequently suppliers or subcontractors have reason to file a claim against the prime contractor on a project for not being paid for materials supplied or work they have completed. As per KSA 68-410, these claims must be handled in a specific manner. They must be in writing and directed to the Secretary of Transportation, the letter must include the amount claimed, copies of invoices or billings must be attached, and the letter must be notarized. Since the KDOT does not have a contract with these companies, all the KDOT can do is file the claim with the Bonding Company for the Prime Contractor on the project. Claims must be received within six months of the Notice of Acceptance for the project. The Secretary has delegated this responsibility to the Bureau of Construction and Maintenance so the letters need to be addressed as follows:

Mr./Ms.

Secretary of Transportation
Kansas Department of Transportation
Harrison Center, 700 SW Harrison St.
Topeka, Kansas 66603-3754

Attn.: Mr./Ms.
Change Order Technician
Bureau of Construction and Maintenance

2.09.06 CONTRACTOR CLAIMS

During the construction of a project, there may arise situations that are not completely covered by the contract or specifications and may in the opinion of the Contractor, constitute "extra work" for which they demand compensation. Because of the Department's interpretation

of the contract requirements, it may be decided that extra compensation is not due and the Contractor is directed to proceed under the terms of the existing contract. At this time, the Contractor has the right to put the Department on notice of a claim for the extra compensation.

Specifications require the Contractor to notify the Department in writing of their intent to file a claim. When the Contractor does this, it becomes the responsibility of the Field Engineer to maintain accurate records of the labor, equipment and materials that go into the disputed work. Even if written notice is not received and the Contractor has verbally indicated there will or might be a claim, the records should be kept.

If such a claim is filed, it will be reviewed and settled at the lowest possible level in the following order; Field Office, District Office, Bureau of Construction and Maintenance, Secretary of Transportation or his designee, and then in Court. For this reason, accurate records will be needed. In situations of this type, accurate records and detailed descriptive daily diaries and/or reports will be very valuable in the presentation of the Department's viewpoint.