

0090800 –Response to Comments From Industry Review

Jeff Featherston
Kiewit Southern Co.

Comment:

The comment I would like to make is if there is a change as a result of this audit process the contractor would be notified of this impending audit and directly after. The reason I say this is we have recently had a job that we received the letter that an audit had been performed on the final quantities and we needed to agree with the adjusted numbers and respond within 90 days or the Department would pay the new adjusted numbers. The main problem I have with this is when we received this letter 80 days had already past and it forced the issue with us to get paid for over \$100,000 of work and work out the differences in numbers in only 10 days. Hard Task to Do...

If in the internal Department review of the final numbers occurs and problems are found the Contractor should have ample time to make positions and /or clarifications if needed.

Response:

The Department has not changed, and as the audit process goes, we still review each project in Final Estimates. The only change is that the Consultants and the Residencies are making the Offer of Final Payment before the District Final Estimate’s Office receives the project packages.

In this proposed Specification, you have 30 days to respond to issues resulting from the audit review and ninety (90) day as a result of a proposed claim (resulting from the review). The review may take place prior to or after receiving the original acceptance or qualified acceptance letter.

The time constraints in Section 9-8.2 are totally independent from Section 9-8.1. Any item that you may qualify on the audit review letter will be in addition to your original list if you qualified any item(s).

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Comments:

It is disturbing how much punitive verbiage is creeping into these Specifications. The Dept. continues to add means to threaten the Contractor. What the heck happened to Partnering?

Response:

Nothing has happened to partnering. The Department highly recommends it. As far as the verbiage creeping into the Specifications, the Department sees a need to have the necessary requirements added for clear expectations of what the Department really needs from the Contractors to keep the projects moving towards closure.

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Comments:

Suggested change to first sentence: in 9-5.4 "When the Contractor has furnished the Department with all submittals required by the Contract, such as invoices..." Replace "such as" with "including but not limited to".

Response:

Thanks for your suggestion. We will leave the wording as is for now.
