
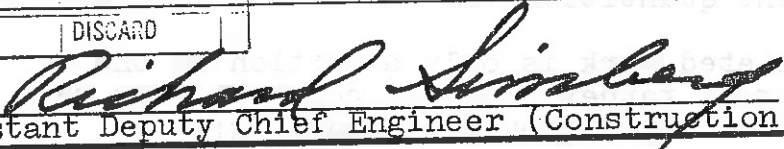


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TO: Director, Preliminary Plan Review Bureau	 ENGINEERING INSTRUCTION NEW YORK STATE DEPARTMENT OF TRANSPORTATION								
<table border="1"> <tr><td>PREL.</td><td>FINAL</td></tr> <tr><td>PHOTOGRM.</td><td>LANDSCAPE</td></tr> <tr><td colspan="2">RECEIVED FACILITIES DIVISION</td></tr> <tr><td colspan="2">JUN 10 1972</td></tr> </table>		PREL.	FINAL	PHOTOGRM.	LANDSCAPE	RECEIVED FACILITIES DIVISION		JUN 10 1972	
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APPROVED:	 Assistant Deputy Chief Engineer (Construction)	Supersedes: Gen. Ltr. 68-7, Instr. 70-47 47A, 47B, 70-68							

The following information summarizes and updates previous instructions on this subject. In addition, new material is added regarding extensions of time pertaining to uncompleted work agreements.

I - AUTHORIZATION: Section 38 of the Highway Law authorizes the acceptance and final payment for contracts prior to completion provided the Regional Director certifies that the essential items in the contract have been completed in accordance with the terms of the contract. The acceptance and finalizing is accomplished by the execution and processing of an uncompleted work agreement with the contractor depositing a certified check in an amount equal to double the value of the uncompleted work.

II - NECESSARY CONDITIONS: Before certifying that the essential items of the contract are complete, the Regional Director should determine that the contract meets all of the following requirements:

1. It is safe for use by the traveling public without the use of temporary or emergency devices and without the aid of watchmen services.
2. All pavement, shoulders, guide rail, signs, signals, and drainage are complete or in safe working order.
3. Immediate completion of the remaining items is beyond the contractor's control due to such circumstances as approaching winter weather, strikes, shortages of materials, etc.

III - ESTIMATING UNCOMPLETED QUANTITIES: A detailed check list of uncompleted work is developed by the Region and agreed to in writing by the contractor prior to the acceptance of the contract. Based upon the check list, the Region estimates the quantities and costs of the remaining work. Every effort must be made to ensure that such quantities are adequate since they cannot be subsequently increased by order on contract. When such work is adequately described in units of complete contract bid items, the quantities and costs should be estimated in those terms, eg:

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Item 123 - Seeding, 30 Acres @ \$500 per acre = \$15,000

Item 51MDX - Asphaltic Concrete Driveways &
Sidewalks 50 Tons @ \$25 per Ton = \$ 7,500

The estimated quantities and costs of those uncompleted items are added to the payment quantities for the final agreement.

However, if the uncompleted work is only a portion of one or more items in the contract rather than the complete item requirements, a lump sum estimate should be made, eg:

Painting 5000' of Asphalt Curb \$ 1,000(L.S.)

Grading & Seeding 50 Acres of
Borrow Pits \$20,000(L.S.)

These estimates are not directly added to the payment quantities for the final agreement as they are indirectly included in the final payment of the related items.

A listing of all the uncompleted quantities and costs is entered under Article 1 of the Uncompleted Work Agreement (CONR 142-1c).

It should be made perfectly clear to the contractor when he executes the uncompleted work agreement that he will receive no additional payment for quantities which overrun that estimate (nor will he be required to incorporate any additions into the work) but deductions will be made from his deposit for the additional contract quantities included in the final agreement which were overestimated and not accomplished.

IV - MAINTENANCE AND PROTECTION OF TRAFFIC: Maintenance and Traffic should be considered for possible inclusion in the uncompleted work agreement if it will be necessary for the contractor to incur responsibilities under this item in completing the work. In such cases, the number of days during which maintenance and protection of traffic will be required is estimated with a price per day determined by dividing the lump sum bid by the number of calendar days in the original contract, and then itemized as follows:

Item 76 - 10 days @ \$50 per day = \$500

This amount is not added to the final estimate as it is only a portion of the lump sum payment item already included in the final.

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Special items for "Maintenance and Protection of Traffic on sections Open to Traffic Prior to Acceptance, (Item 76X)" terminate upon acceptance and are not extended into an uncompleted work agreement.

V - EXECUTION OF THE UNCOMPLETED WORK AGREEMENT: In accordance with the agreement, the work is accomplished in conformance with the original contract documents. No payment is made to the contractor until all of the uncompleted work is completed. Since quantities of some contract items were estimated in computing payment for the final agreement, it is extremely important that these quantities be precisely measured in accordance with the Specifications and noted on the Inspection Reports as they are actually completed. When the total of such measured quantities for a particular item is less than that estimated in the agreement, the difference is deducted from the contractor's deposit. Please note that the above applies only to work paid for directly by contract bid items for which additional quantities were estimated for payment in the final agreement. Other work, such as restoration of borrow pits, painting of curb, maintenance and protection of traffic, etc., which represent only portions of other items or general contract requirements are not deducted from the contractor's deposit even when overestimated since additional estimated payment for these is not included in the final agreement. One exception is the penalty provision for Maintenance & Protection of Traffic for which daily deductions for unsatisfactory performance may be made in accordance with the Specification.

VI - ENGINEERING CHARGES: Engineering charges are assessed in conformance with Article 4 of the Uncompleted Work Agreement when the work extends beyond the completion date of the contract or when the previous extension of time prior to acceptance assessed engineering charges. However, no engineering charges are to be assessed for any inspection performed in connection with the period of establishment of planting items.

When the work extends beyond the original or previously extended completion date because of circumstances not within the contractor's control, as provided in the Engineering Charges Section of the Specifications, the completion date may be extended through an approved standard extension of time modified to read "Uncompleted Work Agreement for Contract _____" wherever the contract identification is required on the form.

RNS:LG