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**CHAPTER 6 – CAPITAL IMPROVEMENT PROJECT INFORMATION**

1.0 Project Inception

- 1.1 When a project is planned by a state agency for legislative approval, it is submitted as a capital improvement and funding request in the agency's five-year capital improvement program and facilities plan to the Division of Budget, the SBAC, and the JCSBC by July 1 of each year. With the assistance of the Secretary of Administration, the SBAC reports and makes recommendations on each capital improvement budget estimate to the division of the budget, the JCSBC and the legislative research department by November 15 each year. ([K.S.A. 75-3717\(b\)](#))
- 1.2 When the legislature approves a proposed project, the process for nominating firms for interviews is initiated by the state agency's request to DFM for an advertisement in the *Kansas Register*.

2.0 State Forms for Design and Construction

- 2.1 Forms required for the project architect/engineer to properly perform their duties are available at <http://www.da.ks.gov/fp/manual.htm>. These are provided in .DOC / DOCX format.
  - 2.1.1 Forms issued by entities other than the project architect/engineer are available at the same website in .PDF format for informational purposes only.
- 2.2 DFM forms change periodically and should be downloaded from the Internet each time prior to use to alleviate any delay in the processing of paperwork.

3.0 DFM Project Number

- 3.1 A DFM project number is required for each capital improvement project and will be assigned to each project by DFM when the agency submits a completed Project Number / Data Request FPDC Form 935 to DFM. Ancillary service projects, miscellaneous studies/reports and any services provided by DFM will also be assigned a project number.
- 3.2 The DFM project number is an A- followed by a 6-digit number. All 6 numbers should be included even if the first number is a 0. (Example A-010254)
- 3.3 The DFM project number shall be used on all correspondence, drawings, specifications, billings, shop drawings and other documents transmitted by the project architect/engineer.

4.0 Ancillary Technical Services

- 4.1 Whenever **ancillary technical services** are required, the Secretary of Administration, through DFM, will contract with qualified firms to perform these services which include but are not limited to geological services and other soil or subsurface investigation and testing services; surveying; asbestos, lead paint or other hazardous materials testing; testing and balancing of heating, ventilating, air conditioning and other mechanical building systems; building commissioning; and other testing and consultant services.
- 4.2 Annually, DFM will advertise for firms interested in providing these services to submit a State of Kansas Professional Qualifications FPDC Form 050. This notice will be published in the *Kansas Register* and on the DFM website.

5.0 Program Changes

- 5.1 A program may be revised, amended or rejected by the negotiating committee during the development of the project with the understanding that the project architect/engineer is to be fairly compensated for any authorized changes.

6.0 Additional Services

- 6.1 When additional services are requested, fees commensurate with the additional services should be negotiated with the negotiating committee prior to performing any said services.
- 6.2 Department of Administration's staff attorney, in accordance with the same procedures as the original contract, will prepare an amendment to the project architect/engineer's contract.
- 6.3 The project architect/engineer shall proceed with additional services only after the signed contract amendment or written authorization from the chair of the negotiating committee is received.
- 6.4 Invoice approval for additional services will follow the same procedures as contract fee payments.

7.0 Bid Documents Licensure

- 7.1 All professional licensure shall comply with the Kansas Board of Technical Professions requirements.
- 7.2 Each professional in each discipline that seals original bid drawings for a state capital improvement project shall seal each drawing related to their actual work, and sign and write the current date across each seal.
  - 7.2.1 Each discipline that seals original bid drawings will be part of the titleblock on each drawing that contains their work.
- 7.3 Each professional in each discipline shall also seal a sheet in the specification manual, sign and write the current date across each seal.

8.0 Copyright and Ownership of Documents

8.1 Copyright of Design

- 8.1.1 The project architect/engineer retains the copyright on the design (i.e. the overall form as well as the arrangement of and composition of spaces and elements of design.)
- 8.1.2 The copyright is retained by the project architect/engineer after the project is constructed unless conveyed by the project architect/engineer to the Owner.
- 8.1.3 If the Owner wishes to reuse the design, the project architect/engineer must agree and be compensated accordingly.

8.2 Ownership of Documents

- 8.2.1 The project architect/engineer retains ownership of the documents prepared for the project. This includes both plans and specifications both printed and electronic copies.
- 8.2.2 Except for the state's detention facilities, it is the project architect/engineer's responsibility to approve / disapprove the contractor's use of the documents for shop drawings.

8.2.2.1 Agencies with detention facilities also have a responsibility to approve / disapprove the use of documents for purposes other than bidding and construction of the project.

8.2.3 Should the project architect/engineer's contract be terminated for any reason, the Owner retains the use of any documents completed at the time the contract is terminated.

8.2.4 The Owner may use the documents as reference material for subsequent projects on the facility without obtaining the permission of the project architect/engineer. The Owner will not hold the project architect/engineer responsible for claims resulting from the subsequent projects.

9.0 Termination of Architectural / Engineering Services

9.1 In the event of termination of a project for any reason, including lack of funding for the project, the state of Kansas will give the project architect/engineer thirty (30) days notice.

9.2 The project architect/engineer will receive instructions from the DFM planner detailing the completion of contract documents and compensation for services provided.

9.3 All contract documents shall become the property of the State of Kansas.

**END OF CHAPTER 6**