

*CHAPTER 15 – CONTRACT CHANGE ORDERS / FORCE ACCOUNT / WORK BY PUBLIC FORCES

15-1 **CONTRACTS**

In the administration of ODOT construction contracts, we rely on the definition provided by Subsection 00110.20 of the Standard Specifications that states:

*“**Contract** - The written agreement between the Agency and the Contractor, including without limitation all Contract Documents, describing the Work to be completed and defining the rights and obligations of the Agency and the Contractor.”*

15-2 **CONTRACT CHANGES**

Change Orders or Contract Change Orders (CCO) and Extra Work Orders (EWO) are changes to a legal document (the Contract between the Contractor and the Agency) and are themselves legal documents. Once a Change Order is executed, it becomes part of the Contract. *The only way to make further modification to a Contract is to process another Contract Change Order.*

Contract Change Orders also take precedence over all other Contract Documents. For instance, Subsection 00150.10(a) identifies the **Order of Precedence** that Contract Change Orders have in the contract.

- Contract Change Orders;
- Special Provisions;
- Agency-prepared drawings specifically applicable to the Project and bearing the Project title;
- Reviewed, accepted, and stamped Working Drawings;
- Standard Drawings;
- Approved unstamped Working Drawings;
- Supplemental Specifications;
- Standard Specifications; and
- All other Contract documents not listed above.

Notes on a drawing shall take precedence over drawing details.

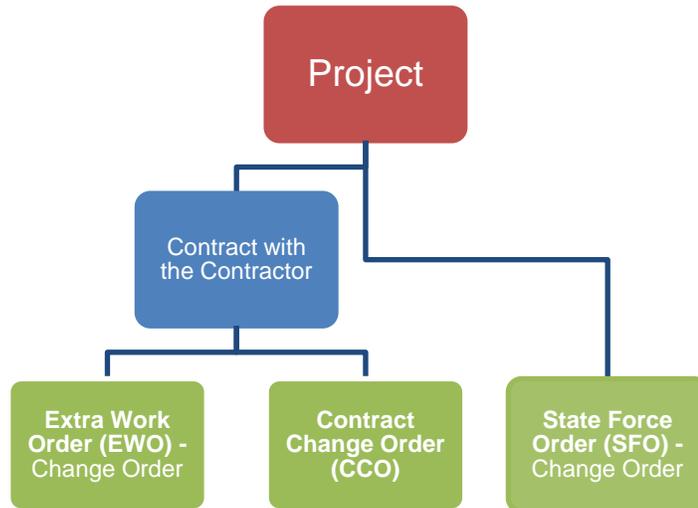
* All Marked Text Updated October 2013

ODOT, the Contractor, or both parties may initiate Change Orders. Contract changes have many causes that affect the Work. The Project Manager (PM) should first determine if the Work is already included in another payment definition. For instance, if the Work is not directly mentioned in a specific bid item, then it may be noted as incidental to another item. Among the most common changes affecting Work are:

- Plan deficiencies (errors or omissions).
- Design criteria changes.
- Specification conflict, ambiguity, or deficiencies (errors or omissions).
- Changes to the work (significant or insignificant).
- Contractor proposed change (Material substitution, cost reduction proposal, etc.).
- Extra Work or unanticipated need.
- Force Work (Work performed by State forces, Utilities or Railroad).

Three types of Change Orders may occur on a Project: Contract Change Orders (CCO), Extra Work Orders (EWO) and State Force Orders (SFO).

TYPES OF CHANGE ORDERS



Whenever the PM orders a change to the Work, or orders Extra Work, the PM must assure that the change addresses the following items: scope, Materials, construction, quality testing and acceptance, as well as measurement and payment. [Refer to [Chapter 12 - Project Records](#)] The PM must also address adjustments to Contract Time according to Subsection 00180.80.

The PM has limited delegated authority to approve changes to the Project through Contract Change Orders, Extra Work Orders, and State Force Orders. ***All delegated authorities are absolute values of all items on each Change Order.***

For all Projects awarded under any alternate contracting method such as Design-Build, CM/GC or A+B, etc., the draft Change Order (CCO & EWO) must be submitted to the Contract Administration Engineer (CAE) before it is sent to the Contractor.

Before submitting to the Contractor for signature, all amendments to these alternate Contracts require CAE review. The CAE will coordinate the Change Order (CCO or EWO) review with DOJ as necessary for legal sufficiency and return any comments, questions and/or concurrence back to the PM.

The PM must also obtain the approval of FHWA for Change Orders (CCO, EWO, SFO) on all Projects identified as Full Federal Oversight (FFO), as well as all Projects using an alternate contracting method such Design-Build, CM/GC, A+B, etc.

There are situations, however, where the dollar value of the change is small but the magnitude or type of the change is significant. Refer to [Chapter 3 - Delegation of Authority](#) to determine with whom the PM needs to discuss the change for concurrence, funding or delegated authority.

When writing the Change Order, the PM shall consult with the Professional of Record (POR) and/or the [Technical Resource List](#) (TR). When necessary, obtain stamped design documents (Plans) from the POR/TR before proceeding with the Changed Work. Documented concurrence with modifications to any of the technical portions of the Project Special Provisions may be provided via explicit email from the POR and must be attached to the CCO or Supporting Data Sheet. The PM must list all POR/TR contacts on the Work or Change Order Supporting Data sheet.

This chapter also discusses the different types of Contract Work and modifications to the Contract and to the Project, including:

- Changes to Work (addressed in Subsections 00140.30 through 00140.50 and 00195.20 through 00195.40).
- Extra Work (addressed in Subsection 00140.60 and Sections 00196 and 00197).
- Work by public forces to be accomplished by the Agency, other public entities, Utilities, or Railroads, even though it is funded by the Project.

The remainder of this chapter is broken down into a discussion about the types of Work, and a discussion about the ways the Contract is modified to include the different types of Work.

The intent of this chapter is to provide guidance of the normal Change Order processes. There are circumstances that may arise not described in this chapter. Contact the Contract Administration Unit (CAU) or the CAE if you have any questions.

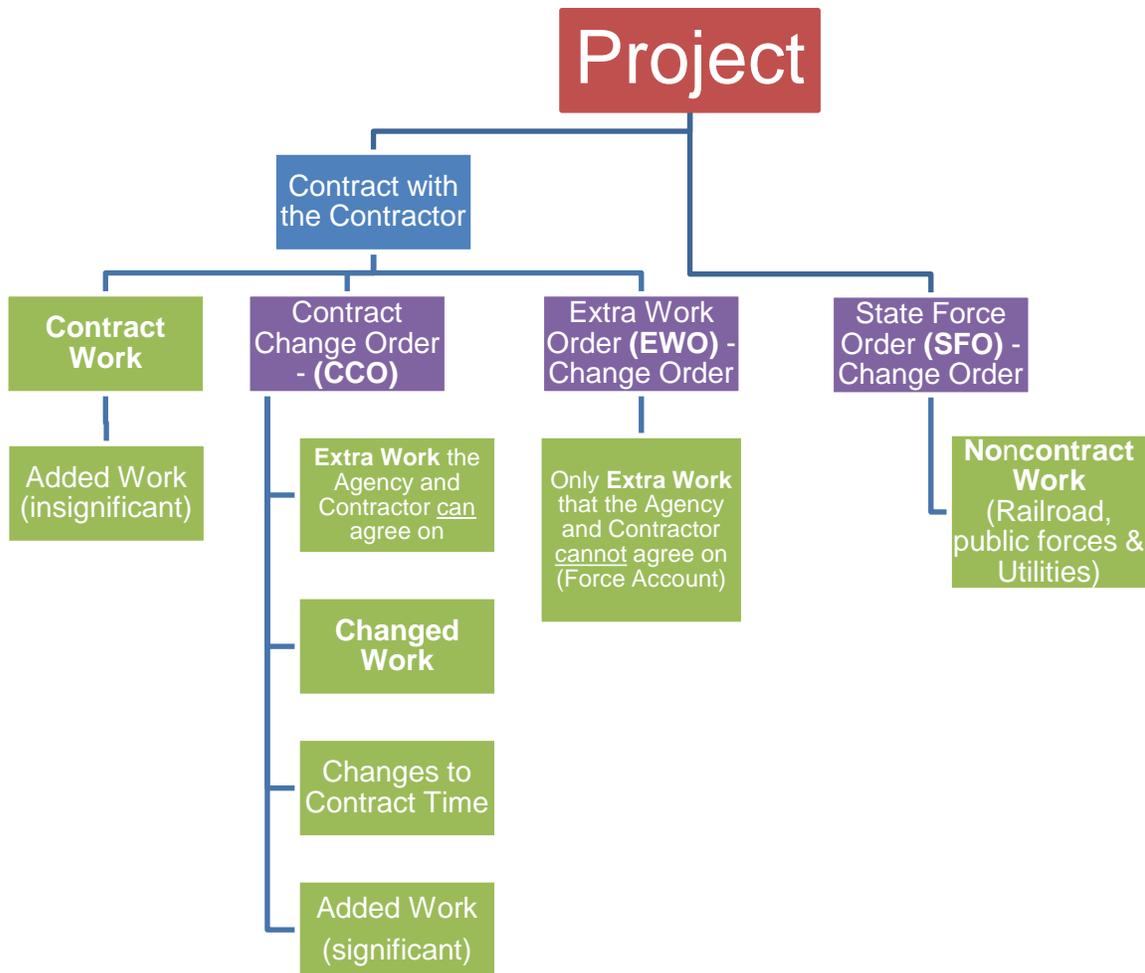
NOTE: Underlined forms and references in the body of the text throughout this manual have been hyperlinked to the individual forms, references or Chapter.

15-3 DEFINITIONS OF TYPES OF WORK

There are four types of Work in the construction phase of a Project described as:

- a. Contract Work (includes Additional Work and Work added by Contract Change Order).
- b. Changed Work (insignificant and significant).
- c. Extra Work.
- d. Non-Contract Work or Work performed by other forces (State or Local Agency Forces), Utilities, or Railroads.

TYPES OF PROJECT WORK



a. CONTRACT WORK (INCLUDES ADDITIONAL WORK AND WORK ADDED BY CCO)

Contract Work is Work done in accordance with the existing Contract, including Work added to the Contract by a Contract Change Order (CCO). Contract Work is Pay Item

Work listed in the Schedule of Items, or on an approved CCO, and all associated incidental Work.

In general, variations in the estimated Pay Item quantities are considered Contract Work (See Section (2-b) - *Insignificant Changed Work below*). Additional Work is increased quantities of any existing Pay Item, either in the Schedule of Items or in an approved CCO.

The quantities of the following Contract Pay Items are limited to 100% of the original bid quantity, with the exception of watering which is limited to 125%:

- Temporary Removable Tape [00225.93(g)].
- Temporary Non-Removable Tape [00225.93(h)].
- Temporary Non-Reflective Tape [00225.93(i)].
- Temporary Striping [00225.93(j)].
- Flaggers [00225.97(a)].
- Traffic Control Supervisor (00225.98).
- Pilot Cars (00225.99).
- Watering (00340.91) **Limited to 125%**.

If the PM determines the unit price does not exceed the value of the Work as determined on the basis of rates given in Section 00197, then payment for quantities in excess of the original bid quantity will be made at the Contract unit price. If the PM determines that the Contract unit price exceeds the value of the Work, payment for the Additional Work is made according to Section 00196. A CCO is needed to establish a new unit price for the additional quantities. [Refer to [Chapter 12-D – Quantities](#)]

b. CHANGED WORK (INSIGNIFICANT AND SIGNIFICANT)

Changed Work is Work included in a Pay Item within the scope of the Contract that is different from that reflected in the Plans and Specifications (See Subsection 00140.30).

An example is changing to a different type of inlet when inlets are already included in the Contract. The Contract Work of constructing an inlet is the same; the change is just the different type of inlet. The difference in the Material price of the inlet (from the original specified type to the changed type) is added or subtracted from the original unit price to establish the price of the Changed Work.

The PM will direct the Contractor in writing when Changed Work is required. (See *Insignificant and Significant Changed Work below*.) Payment for changes in the Work will be made according to Subsection 00195.20. Adjustments in Contract Time, if any, are made according to Subsection 00180.80.

Whenever there are Agency-required changes to the Work (See Subsection 00140.30), the PM will meet with the Contractor and discuss the change. It is also very important that the PM and the Contractor discuss what the change is, how the Changed Work will

be accomplished, what Equipment, Materials and labor will be required, and how the change might impact other Contract Work.

Classify Changed Work as either “insignificant” or “significant” (as described in Subsection 00195.20), and is further discussed below.

1. INSIGNIFICANT CHANGED WORK

Insignificant Changed Work is explained in 00195.20(a) and covers Agency-required changes in the Work that ***do not significantly change the character or unit cost of the Work to be performed under the Contract.*** Insignificant Changed Work is paid at the Pay Item price.

If measuring the Changed Work on a lump sum basis, payment will be determined:

- As described in the applicable Section of the Specifications.
- If not described in the Specifications, determine a theoretical unit price by dividing the Contractor’s lump sum price by the estimated quantity of the Pay Item listed in the Special Provisions (Refer to [Chapter 12E – Adjustments to Lump Sum and Other Items](#)).
- If a lump sum item does not include an estimated quantity and the Work under that item is changed, it may be a significant change, as discussed below in *Section 2 Significant Changed Work*.

The PM does not need to submit a CCO to document these insignificant changes. However, the PM must prepare documents to support the adjustment to the lump sum Pay Item. [Refer to [Chapter 12 - Project Records](#)] Payment shall be made as an adjustment (6000 series) item on the pay estimate, including a reference to the Pay Item. [Refer to [Chapter 25 - Payments to Contractors/Retainage](#)]

2. SIGNIFICANT CHANGED WORK

As addressed in Subsection 00195.20(b), Significant Changed Work includes any Agency-required changes to bid item or CCO Work *that will significantly alter the character, unit cost, or lump sum cost of the Work.*

The increase or decrease must focus on what is different from the existing Contract Work and will be applied to the Pay Item price for the affected Work. Use a CCO to implement the increase or decrease in price.

For example, the Contract includes a certain size of pear trees, and now the POR wants apple trees of the same size (assume the trees have not been delivered or planted). The PM may estimate (or receive copies of actual Contractor Material cost invoices or material price quotes) that the difference in cost of the trees is \$1 each and the transportation, planting, etc. Work remains the same.

Regardless if the Contractor originally bid \$2 or \$1,000 for each tree planted, the difference in the cost associated with the change is \$1 per changed tree.

The PM should request the necessary information from the Contractor to calculate the change in the unit cost. Subsection 00195.20(b) limits the value of any adjustment to the value determined by using rates in Section 00197 - Payment for Force Account Work.

The PM must communicate with the Contractor and consider all aspects of the change when making written changes to the Work.

- The PM must not order Changed Work to be performed on an Extra Work Order/Force Account basis, see *Section 00196*.
- Track Changed Work using the Daily Force Account Record. ***It is not Extra Work*** performed on a Force Account basis.
- The PM will need to track the original Work and the Changed Work and compare it back to the original Work.
- The PM must perform an independent evaluation to justify any price to be paid or deducted on a CCO.

Include a copy of the justification with the supporting documents and submit it with the CCO. See *Section 15-5 COST JUSTIFICATION* for more information.

c. EXTRA WORK

Extra Work is Work that is different from Work included in the original Contract, yet necessary for completing the Project.

Subsection 00140.60 and Sections 00196 and 00197 address Extra Work. The type of Work that can be classed as Extra Work and ordered to be performed on a Force Account basis is extremely limited by the definition of Extra Work.

Direct (order) the Contractor in writing to perform Extra Work. Accomplish Extra Work in one of two ways:

1. If the Extra Work is quantifiable, the PM should attempt to negotiate a price for the Extra Work and process a CCO. If negotiating a CCO, justify and include the costs with the Work or Change Order Supporting Data sheet, as discussed under Significant Changed Work above.
2. If the PM cannot quantify or negotiate a price for the Extra Work, the PM must process an Extra Work Order -To Be Performed on Force Account Basis. Refer to [Chapter 12-G - Extra Work Performed on Force Account Basis](#) for a discussion on payment for Extra Work done under a EWO.
3. Extra Work cannot be ordered with a unilateral CCO. (See *Section 00196*). Section 00197 also addresses payment and administration of that Work.

d. NON-CONTRACT WORK OR WORK PERFORMED BY OTHER FORCES (STATE OR LOCAL AGENCY FORCES), UTILITIES, OR RAILROAD

The PM shall offer this Public Force Work (city, county, State) to the Contractor. Equipment and labor are readily available, and this may be the most time and cost effective way to complete the Work.

Public forces (city, county, State) can only perform Work on construction Contracts for one of the following reasons:

1. It is an emergency. If it is an emergency, have the Work performed in the most expedient manner possible.
2. It is more cost effective to have public forces perform the Work. The PM must perform a cost-effectiveness analysis (See *Section 15-5 COST JUSTIFICATIONS*) and include it with the Work or Change Order Supporting Data sheet, which must accompany the Order for Force Work.

Utilities and Railroads will generally perform Work on their own facilities. See *Section 15-4(c) Order for Force Work (FO/SFO)*.

15-4 CHANGE ORDERS (CCO, EWO, SFO)– GENERAL REQUIREMENTS

Following is a discussion regarding general requirements of the three types of Change Orders the Agency uses:

- a. [Contract Change Order \(CCO\), form 734-1169](#) See *Section 15-4(a)*.
- b. [Order for Extra Work to be performed on Force Account Basis \(EWO\), form 734-3208](#) See *Section 15-4(b)*.
- c. [Order for Force Work \(FO\), form 734-1105](#). This is commonly referred to as a State Force Order (SFO). See *Section 15-4(c)*.

The required Change Order supporting data information (such as reason codes, forms, signatures, database, and distribution) is further discussed in *Section 15-6 to Section 15-11*.

For all Projects awarded under any alternate contracting method such as Design-Build, CM/GC or A+B, etc., the draft Change Order (CCO and EWO) must be submitted to the Contract Administration Engineer (CAE) before it is sent to the Contractor.

Before submitting to the Contractor for signature, all amendments to these alternate Contracts require CAE review. The CAE will coordinate the Change Order (CCO and EWO) review with DOJ as necessary for legal sufficiency and return any comments, questions and/or concurrence back to the PM.

*The PM must also obtain the approval of FHWA for Change Orders (CCO, EWO, SFO) on all Projects identified as Full Federal Oversight (FFO), as well as **all** Projects using an alternate contracting method such Design-Build, CM/GC, A+B, etc.*

The PM shall consult with the Professional of Record (POR) and/or the [Technical Resource List](#) (TR). Some portions of the Contract Work may require discussion and approval from more than one POR or TR. When necessary, obtain stamped design documents (Plans) from the POR before proceeding with the Changed Work. Documented concurrence with modifications to any of the technical portions of the Project Special Provisions may be provided via explicit email from the POR. The concurrence documentation must be attached to the CCO or Supporting Data Sheet. The PM must list all POR/TR contacts on the Work or Change Order Supporting Data sheet.

The PM must prepare and submit each Change Order, if possible, before the affected Work. If the Work must begin before the order is approved, the PM must obtain proper verbal approval to allow the Work to start. The PM must record the prior approval on the Work or Change Order Supporting Data sheet. The PM must give detailed written instructions to the Contractor, and must prepare and submit the Change Order soon thereafter.

When Work is ordered, the written instructions to the Contractor must include:

- An accurate, detailed description of the Work to be performed.
- Applicable Specifications and drawings as needed for Materials and processes.
- A description of how payment will be made.
- A description of how Contract Time will be addressed.

If the estimated cost of the Changed Work exceeds the current authorization, the PM must obtain proper approval to increase or overrun the Contract authorization. The approvals must be obtained before ordering the Work outlined in the Change Order. [Refer to [Chapter 5 - Construction Authorization](#)]

The PM shall obtain the necessary approvals, including the signature of the Contractor or local governments when needed. All Change Orders are routed through Region/BDU, or the LAL/Agency PM, then to the CAU.

Each Change Order must be signed by the CAE to be fully executed. Once executed, the Change Order can be processed and entered into the Contract Payment System (CPS) by the CAU before it is distributed and payment is made.

If the Contractor does not receive payment as described in [Chapter 26 - Prompt Payment/Claims against Contractor's Bond](#), the Agency is responsible to pay late payment interest. Such interest is not eligible for FHWA participation.

The PM is responsible to monitor the amount of Work performed compared to that estimated on the Change Order as the Work progresses. A new Change Order is required if the amount exceeds both the estimate and the prior authority approved by the Agency PM/LAL or by Region/BDU.

The PM should contact the CAE for guidance if there is any question as to whether a new Change Order is required. Refer to [Chapter 3 - Delegation of Authority](#) to determine with whom the PM needs to discuss the change for concurrence, funding, or delegated authority.

a. CONTRACT CHANGE ORDER (CCO)

The PM will prepare a CCO (See *Exhibit 15A*) when negotiations have established a price for Changed Work or Extra Work, or if the PM must order Changed Work and needs to make payment with a fair and equitable adjustment (See *Section 15-4 TYPES OF WORK* earlier in this Chapter).

If a price can be negotiated for Extra Work, the Contractor must sign the CCO or the PM must order the Work and have it performed under a EWO. If the price cannot be negotiated, then the ***Extra Work cannot be ordered with a unilateral CCO.***

If the Contractor does not sign the CCO for Changed or Additional Work, it can be processed as a unilateral CCO by writing “unilateral” in the Contractor’s signature block. Include why the Contractor would not sign it in the supporting document.

All CCOs shall have the following information:

1. SCOPE OF WORK (MUST HAVE THE FOLLOWING ITEMS):
 - Materials to be used.
 - Quality requirements.
 - Method of measurement and payment.
 - Plan sheets (revised or new stamped drawings) required for the CCO Work, reference the drawings in the CCO and attach a copy.
 - Specifications (if the specifications cannot fit on the CCO form, reference the specification in the CCO and attach a copy).
 - A line for each Pay Item. In CPS, the CCO Pay Items are 4XXX, or 4XXXA, 4XXXB, etc.

Mark all attachments and all pages of the attachments to include the Contract number, page numbers, and CCO number.

2. CONTRACT TIME (MUST HAVE ONE OF THE FOLLOWING OPTIONS):
 - If the Work identified in the CCO has no impact on the critical path and therefore no effect on Contract Time [*Refer to [Chapter 13 - Contract Time](#)*] include the following language:

“This CCO has no impact on Contract Time.”
 - If additional Contract Time is being granted (the Work impacts the critical path for the Project), it will need to be added as a line item on the CCO. (See *Exhibit 15A for an example.*)
 - If the additional Contract Time is **extending** an existing Contract completion date, then no modifications are required to Subsection 00180.85 – Liquidated Damages. **The same liquidated damages will apply to the new completion date.**
 - If **adding** more Contract Time in the form of a new Contract completion date, then **liquidated damages** for the new completion date must also be addressed in the CCO. Identify each completion date as 00180.50(h)(1), 00180.50 (h)(2), etc.

Do **NOT** use an EWO for Changed Work since Changed Work can only be paid by a CCO, according to Subsection 00195.20 and Section 00196. Refer to [Chapter 12-G - Extra Work Performed on a Force Account Basis](#) for recording information daily, as well as verifying the Contractor's billings for the Extra Work.

The EWO should include all of the following information to describe the:

1. SCOPE OF WORK:

- Materials to be used.
- Quality requirements.
- Plan sheets (revised or new stamped drawings) required for the EWO Work, reference the drawings in the EWO and attach a copy.
- Estimated cost.

Mark all pages of the attachments to include the Contract number, page numbers, and the EWO number (*See Exhibit 15B for an example*). In CPS, the EWO Pay Item numbers are 8XX, etc.

c. ORDER FOR FORCE WORK (FO/SFO)

The PM will need to initiate a SFO whenever public forces (State, county or city), Utilities, or Railroads will be performing Work that will be charged against the construction phase of the Project. This Work includes the use of labor, Equipment, Materials, and supplies furnished by them and used under their direct control. (*See Exhibit 15C for an example*). All SFOs are major changes.

For all Orders for Force Work, the PM must identify and describes the Work. The SFO shall include all of the following information to describe the:

1. SCOPE OF WORK:

- Description or nature of Work to be performed.
- Involvement of federal funds.
- The reason(s) the Order for Force Work is not being performed by the Contractor (for non-Utility or Railroad Work).
- Letter of Public Interest Finding (LPIF)/Cost Effectiveness Finding.
 - For an anticipated item, the LPIF was done prior to Project Award. Attach a copy of the letter found at the following link: <http://www.oregon.gov/ODOT/HWY/OPL/Pages/Public-Interest-Findings.aspx> .
 - For an item that was not anticipated prior to Project Award, prepare a LPIF according to the [Letter of Public Interest Finding \(LPIF\) Guidance](#).
- The cost analysis of the SFO.
 - Describe the reason(s) that the Order for Force Work is considered cost effective.

- ***For public Force Work only***, include a price quote from the Contractor for comparison. (Address labor, Equipment, Materials, inspection and time.)

When public forces perform Work on a Project, and the Work is not an emergency, the PM must perform an independent cost analysis to justify that it is more cost effective to perform the Work with public forces. The PM must show and document that the Contractor refused the Work or the Contractor's price quote for the Work was unreasonable.

Have the Contractor perform the Work whenever possible.

Utilities, Railroads, and public forces other than ODOT will submit an invoice periodically or when the Work is completed. The PM must monitor the Work in order to verify the billings and make payment as required. The Agency PM/LAL will need to initiate a vendor payment through the ODOT accounting system to pay the invoice. State forces will directly charge the Project expenditure account (EA) with the SFO number. [*Refer to [Chapter 24 - Work Done By Utilities and Railroads](#)*]

The PM must access the EA report in CPS to determine the total expenditures to be entered into CPS under the applicable SFO. Construction engineering and Contract Administration are charged directly to the Project and do not require a SFO. [*Refer to [Chapter 25 - Contract Payment](#)*] In CPS, the SFO Item number is 92XXX, etc.

The PM must notify the Contract Payments Specialist in the CAU by e-mail when all SFO Work is complete. If SFO work will be ongoing 90 days after Final Payment has been made, the PM must contact the Payments Specialist to arrange to have the Project expenditure account remain open until the SFO work is completed. [*Refer to [Chapter 37 - Submittal of Final Project Documentation](#)*]

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15-5 COST JUSTIFICATION

After the PM and the Contractor have discussed the change, and how the Work will be accomplished, the PM will ask the Contractor to provide a quote to accomplish the change. The PM will also need to generate an **independent cost estimate** for the change.

- The adjustment may be either an increase or decrease in the unit cost.
- If the Contractor agrees to the price, time and details listed on the CCO that the PM can independently justify, both parties will then sign the CCO. The Work listed on the CCO then becomes a supplemental agreement and part of the Contract.

It is often difficult to quantify the changed portion of the Work. For complex evaluations, it may be appropriate to use the average bid costs for similar Work. Contact the [Office of Project Letting \(OPL\) Unit in the Traffic-Roadway Section](#) for assistance.

As stated in 00195.20(b), the amount paid for the Work will not be more than the amount justified based on rates given in Section 00197, Payment for Force Account Work. If the cost is justified on a time and Materials basis using a Force Account evaluation and the rates specified in Section 00197, organize it in a way that it can be easily verified. A good method is to use the [Cost Estimate, form 734-1877](#) and the [Wage Determination, form 734-1870](#).

ITEM DESCRIPTION		Unit	Materials, Equipment, and Special Services			Labor		
			Quantity	Unit Price	Amount	Quantity	Unit Price	Amount
1	Foreman	Hour				8	\$56.35	\$450.80
2	Pickup	Hour	8	\$14.75	\$118.00			
3	Screed Operator - 2 ea x 6 hours	Hour				12	\$53.89	\$646.68
4	Raker - 2 each x 6 hours	Hour				12	\$51.06	\$612.72
5	(Dumpman) Laborer	Hour				6	\$36.57	\$219.42
6	AC Paver (Wheeled Mounted)	Hour	6	\$151.60	\$909.60			
7	Paver Operator	Hour				6	\$53.89	\$323.34
8	Roller - 1.8 - 2.9Tons / 5,247 lbs.	Hour	6	\$24.86	\$149.16			
9	Roller - 5.0 - 7.9 Mtons / 14,396 lbs.	Hour	6	\$38.07	\$228.42			
10	Asphalt	Ton	45	\$92.00	\$4,140.00			
11	HMAC Oil	Ton	3.8	\$449.00	\$1,706.20			
12	Tack Oil	Ton	0.28	\$414.00	\$115.92			
ATTACHMENTS			Subtotal	A	\$7,367.30	Subtotal	B	\$2,252.96
<input checked="" type="checkbox"/> WAGE DETERMINATION, FORM 734-1870 <input type="checkbox"/> OTHER (EXPLAIN BELOW)			Allowance (Ax17%)	C	\$1,252.44	Allowance (Bx22%)	D	\$495.65
EXPLAIN			Total (A+C)	E	\$8,619.74	Total (B+D)	F	\$2,748.61
SUBCONTRACTOR SUPPLEMENTAL MARKUP (8%)	G	\$0.00				TOTAL MATERIAL E QUIPMENT, SPECIAL SERVICES, LABOR ALLOWANCE AND SUBCONTRACTORS MARK UP \$11,368.35		
REMARKS, ASSUMED PRODUCTION RATES, SPECIAL CONDITIONS								

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JOB DESCRIPTION		Foreman	Operator	Raker	Dumpman	Paver	Roller		
LABOR CRAFT		OE	OE	Laborer	Laborer	OE	OE		
AREA OR ZONE		1	1	1	1	1	1		
GROUP		4	4	4	1	4	5		
A	BASIC RATE	OT	\$53.57	\$50.57	\$50.57	\$33.93	\$50.57	\$48.90	
		ST	\$35.71	\$33.71	\$33.71	\$22.62	\$33.71	\$32.60	
B VACATION									
C	LINE A+B	OT	\$53.57	\$50.57	\$50.57	\$33.93	\$50.57	\$48.90	
		ST	\$35.71	\$33.71	\$33.71	\$22.62	\$33.71	\$32.60	
D	TAX & INSUR (LINE C X K)	OT	\$12.44	\$11.74	\$11.74	\$7.88	\$11.74	\$11.36	
		ST	\$8.29	\$7.83	\$7.83	\$5.25	\$7.83	\$7.57	
E HEALTH & WELFARE		\$12.35	\$12.35	\$9.52	\$8.70	\$12.35	\$12.35		
F PENSION									
G EDUCATION & TRAINING									
H CONSTRUCTION INDUSTRY ADVANCEMENT									
I OTHER (EXPLAIN)									
J	TOTAL (LINE S C THRU I)	OT	\$78.35	\$74.66	\$71.83	\$50.51	\$74.66	\$72.61	
		ST	\$56.35	\$53.89	\$51.06	\$36.57	\$53.89	\$52.52	
K TAXES AND INSURANCE									
SOCIAL SECURITY -- FICA								7.65%	
ACCIDENT INSURANCE BASE RATE								12.86%	
REDUCTION AS % OF BASE RATE								0.90%	11.57%
OREGON UNEMPLOYMENT COMPENSATION									3.20%
FEDERAL UNEMPLOYMENT COMPENSATION									0.80%
TOTAL PERCENTAGE FOR TAXES AND INSURANCE									23.22%

734-1870(8-00)

15-6 WORK OR CHANGE ORDER SUPPORTING DATA

Included in all CCO, SFO and EWO forms is the *Work or Change Supporting Data* form. The PM must use this form to document the need for the change, as well as entitlement for time and money to:

- a. Provide an explanation indicating why the Contract Specifications do not already include this Work as part of the Contract.
- b. Explain the reason for the Work.
- c. Document who was involved in the decision to change the Contract.
- d. Document prior approvals (when applicable):
 - Federal Highway Administration (FHWA).
 - Contract Administration Engineer (CAE).
 - CAE will coordinate with Department of Justice (DOJ).
 - Region/Bridge Delivery Unit (BDU).
 - Professional of Record (POR).
 - Technical Resource(s) (TR).
- e. Document why the CCO is processed as “unilateral.”
- f. Attach an analysis of the Project budget, including this Change Order
- g. Attach a Letter of Public Interest Finding (LPIF) for use of proprietary products, SFO and others items identified in the [LPIF Guide](#).
- h. Record the impacts to Contract Time and the associated costs.
- i. Attach an independent calculation with a cost justification or analysis to justify the cost on **all** Change Orders (CCO, EWO, SFO). [See Section 15-5 **COST JUSTIFICATION**]

The PM may estimate the cost of the Work using a [Cost Estimate, form 734-1877](#) and [Wage Determination, form 734-1870](#), or may use other appropriate means to justify the costs independently.

Submit all this information with the CCO and the supporting data sheet to demonstrate that the overall issue is compensable.

Include and identify those items in the justification and documentation. Attach this information to the CCO as “Attachment #1” or “Attachment A.” Additional examples are shown with each Change Order document exhibit (See *Exhibits 15A, 15B, and 15C*).

**OREGON DEPARTMENT OF TRANSPORTATION
CONSTRUCTION MANUAL**

15-7 REASON CODES

Change Orders require entering reason codes for each Pay or line Item. Each reason code contains five elements: Reason Code, Time Code, Work Type, Design Source, and PM.

The five codes are applicable for each pay item for CCOs only. The time code box is only on the Contract Change Order form. Work associated with Extra Work Orders and Order for Force Work **cannot** add time.

Find each element of the reason code described below.

- a. **REASON CODE:** The following table outlines the overall reason for the change. The reason codes are as follows:

New Reason Code	Definition	Description
21	Changes performed to meet or improve original quality and intent of Project.	Used when change is made as a matter of convenience to meet or exceed the original requirements and intent of the Project.
22	Cost saving proposal from the Project Manager	Used when change results in cost savings to the Project that still meet original intent and are proposed by the PM or his/her staff.
23	Error in Plans, Specifications, and Design	Used whenever the Project could not be constructed according to the original Contract Documents.
24	New requirements became available after the Contract was Awarded	Utilized whenever something new needed to be implemented which was not available when the Project was advertised. This could include new requirements from regulatory agencies as well as new technical Specifications which are implemented after Contract Award
25	Scope changes either increasing or decreasing original design intent.	Used when Work is added or removed that was not within the original design intent.
26	Changed conditions	Used whenever actual field conditions are different from those anticipated when the design was completed.
27	Cost reduction proposal	Used whenever there is an official cost reduction proposal made by the Contractor.
28	Construction Engineering Error	Used when a change is required as a result of actions by the Construction PM or his/her staff.
29	Modifications to correct or accept deficiency in Contractor's workmanship or Materials	
30	Added or Extra Work included as an anticipated item	Used for adding Work that was included as an "anticipated item" in the Original Construction Authorization.
31	Delays by things not under control of Contractor other than those caused by Utilities.	
32	Delays or conflicts caused by Utilities.	

- b. **TIME CODE:** The time code, found only on the CCO form, is checked “yes or no” if additional time is added to the CCO. *This code is **not** listed on the EWO or FO/SFO forms.*
- c. **WORK TYPE:** This code is further identified by the Work type that caused the need for a Change Order. The Work types are as follows:

A	None of the below
B	Bridge
C	Roadway
D	Geotechnical
E	Environmental
F	Traffic
G	Staging
H	Drainage
I	Material Sources/Disposal Sites
J	Hazardous Materials
K	Mobility

- d. **DESIGN SOURCE:** Identifies external (consultant, Local Agency, etc.) or internal (ODOT) preparation of the design (e.g. Plans and Specifications). Use code “E” for external design and code “I” for internal design.
- e. **PM:** Identifies whether the Construction PM is external (consultant, Local Agency, etc.) or internal (ODOT). Use code “E” for external PM and code “I” for internal PM.

15-8 FORMS

Change Order forms are available on the ODOT Construction Section’s Form Web site at: <http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/HwyConstForms1.shtml>.

NOTE: Underlined forms contained in the body of the text throughout this manual, and in the list below, have been hyperlinked to the individual form on the above website.

Forms available are:

CONTRACT CHANGE ORDER (CCO)

- [Form 734-1169](#) Single Contract Change Order with Supporting Data and Reason Codes for Work or Change Order
- [Form 734-1169WB](#) 50 Contract Change Orders with Supporting Data and Reason Codes for Work or Change Orders, and CCO Summary

EXTRA WORK ORDER (EWO)

[Form 734-3208](#) Single Extra Work Order with Supporting Data and Reason Codes for Work or Change Order

[Form 734-3208WB](#) 25 Extra Work Orders with Supporting Data and Reason Codes for Work or Change Orders, and EWO Summary

ORDER FOR FORCE WORK/STATE FORCE ORDER (SFO)

[Form 734-1105](#) Single Order for Force Work with Supporting Data and Reason Codes for Work or Change Orders

[Form 734-1105WB](#) 25 Orders for Force Work with Supporting Data and Reason Codes for Work or Change Order, and SFO Summary

15-9 SIGNATURES

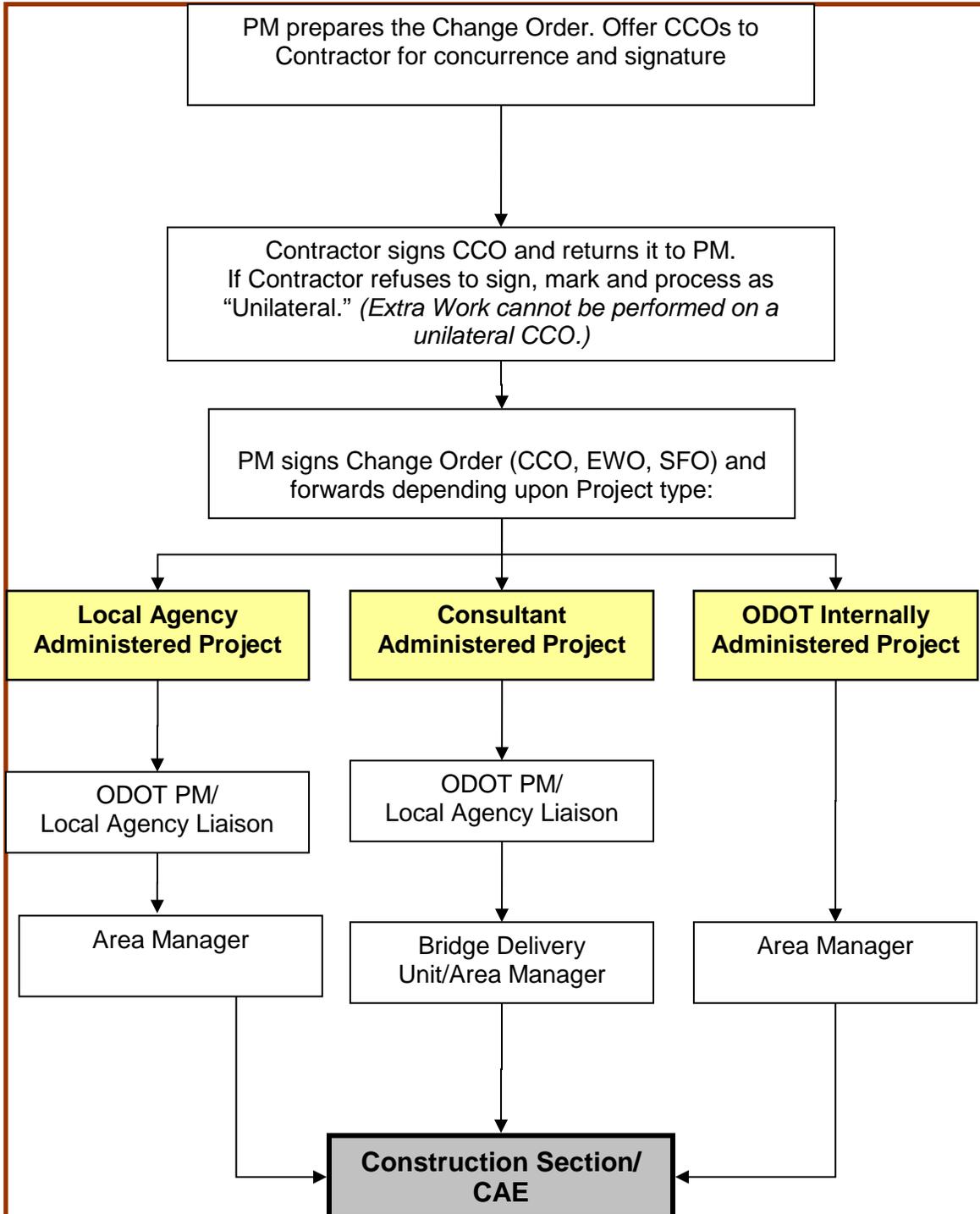
After the PM has completed the appropriate Change Order and Work or Change Order Supporting Data, and reviewed it with the appropriate individuals, route the Change Order for signature. [See *Section 15-4 CHANGE ORDERS (CCO, EWO, SFO) - GENERAL REQUIREMENTS* of this chapter for more information],

- a. For CCOs only, the PM will submit a hard copy of the CCO and corresponding attachments to the Contractor for review and signature. **Do not send the Reason Code or Supporting Data Sheet forms to Contractor.**
 - The Contractor will sign and return the original CCO to the PM. If the Contractor refuses to sign the CCO, the PM will write the word “Unilateral” on the Contractor’s signature line and add an explanation of why the Contractor refused to sign on the Supporting Data Sheet. **(Not allowed for Extra Work or claim settlements. Contact the CAE for more information.)**
 - Verify that the Contractor signed all pages if the CCO has multiple signature blocks.
- b. The PM then signs the Change Order (CCO, EWO, SFO). Once signed by the PM, attach the Supporting Data Sheet, Reason Code form and other applicable attachments to the Change Order.
- c. If the Project is a Local Agency Project, the PM will obtain the Local Agency’s signature. **Remember to check to make sure that Page 2 is signed.**
- d. For outsourced or consultant administered Projects, the PM will send the Change Order to the ODOT PM or the Local Agency Liaison (LAL).
- e. The Change Order is then forwarded to the Area Manager/BDU for review and signature.

The Area Manager/BDU sends the Change Order to the Construction Section for final review/approval and signature by the CAE.

The signature process is outlined below on the following flowchart:

CHANGE ORDER SIGNATURE FLOWCHART



Once the signature process is completed, the order is approved and entered into the CPS.

15-10 CHANGE ORDER DATABASE

The Agency maintains an electronic database of the Change Orders where they are tracked from the time they arrive in the Construction Section until they are signed by the CAE.

The Construction Section provides this information to ODOT Management to identify recurring problems and improve its project development processes. Agency personnel (only) may access and view the Change Order database at:

\\Scdata2\oper\CServicemdb\ChangeOrders_Users.mdb.

The screenshot displays a web-based interface for the Change Order Database. At the top, there are input fields for 'Contract No' (C13408), 'Project Name' (I-5: Canyonville - Glendale Intchg -), 'Key No' (14642), 'Region' (6), and 'Project Manager' (Tim Dodson). Below these fields is a table with the following columns: 'Change Type', 'Change No.', 'Const. Signed', and 'Copy of Document'. Each row in the table includes a 'Select' button. To the right of the table are three buttons: 'Main Form', 'Specific Project by Contract No.', and 'Specific Project by Key No.'. At the bottom right is a button labeled 'Exit Database and Access'. A small yellow text label 'in contact # 3007' is visible on the left side of the table area.

Change Type	Change No.	Const. Signed	Copy of Document	
Select	CCO	01	17-Mar-08	Document
Select	CCO	02	25-Mar-08	Document
Select	CCO	03	25-Feb-08	Document
Select	CCO	04	17-Mar-08	Document
Select	CCO	05	25-Mar-08	Document
Select	CCO	06	28-Apr-08	Document
Select	CCO	07	14-Oct-08	Document
Select	CCO	08	23-Mar-09	Document
Select	CCO	09	22-Jan-09	Document
Select	CCO	10	23-Mar-09	Document
Select	CCO	11	13-May-09	Document
Select	CCO	12	21-Jul-09	Document
Select	CCO	13	10-Jun-09	Document
Select	CCO	14	01-Jul-09	Document
Select	CCO	15	14-Jan-10	Document
Select	EWO	01	15-Feb-08	Document
Select	FO	01	05-May-09	Document
Select	FO	02	24-Jun-09	Document
Select	FO	03	31-Jul-09	Document

Upon request, the CAE can request reports be generated from the database.

15-11 DISTRIBUTION

The Construction Section will distribute scanned copies of signed Change Orders via e-mail. Change Orders that do not have the CAE's signature are not to be distributed without the CAE's permission.

The scanned copies are maintained electronically in a central location by Contract number. These can be viewed or retrieved only by Agency personnel at:

<\\Scdata2\oper\ContractElectronicFiles>.



CONTRACT CHANGE ORDER (Page 1)

NOTICE: THIS FORM MUST BE TYPEWRITTEN

PROJECT NAME (SECTION) Construction Manual Form Example - Exhibit 15A		KEY No. 18321	REGION 3	CONTRACT NO. 12345
HIGHWAY Main Highway	PROJECT MANAGER	AGENCY PM Rhoda Dendron		F.A. PROJECT NO. X-STP-S001(2)
CONTRACTOR NAME AND MAILING ADDRESS PRIME CONSTRUCTION COMPANY 123 BUSINESS AVENUE ANY TOWN, OR 99999		PM (CONSULTANT OR LOCAL AGENCY) NAME AND ADDRESS		CHANGE ORDER # 15

THIS CONTRACT IS HEREBY MODIFIED AS FOLLOWS (DESCRIPTION AND LOCATION OF WORK COVERED BY THIS ORDER):

Install Sidewalk Ramps on "T" Line as directed by the Engineer.

Modify Contract Time to include time for the work covered by this CCO.

SPECIFICATIONS AND PROVISIONS - THE WORK TO BE DONE UNDER THIS ORDER IS TO BE PERFORMED, MEASURED, AND PAID FOR IN ACCORDANCE WITH THE TERMS FOR THE ABOVE CONTRACT EXCEPT AS MODIFIED AS FOLLOWS -

Perform Sidewalk Ramps in accordance with Section 00759.

Revise Special Provision Sections 00180.50(h) and 00185.85(b) as shown on Attachment A.

This change order constitutes full and complete compensation for all contract time covered by this change order.

PAY ITEM	Sub Job	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
4015A	011	Sidewalk Ramps	6.00	EA	\$425.00	\$2,550.00
4015B	011	Revise 00180.50(h)(1), April 30, 2011	1.00	LS	\$0.00	\$0.00
4015C	011	Revise 00180.50(h)(2), November 10, 2011	1.00	LS	\$0.00	\$0.00
<input checked="" type="checkbox"/> Additional items listed on attached Page 2					TOTAL FROM PAGE 2	\$0.00

ESTIMATED NET COST EFFECT OF THIS AGREEMENT ON THE CONTRACT:

INCREASE	<input checked="" type="checkbox"/>	\$2,550.00
DECREASE	<input type="checkbox"/>	

CONTRACTOR SIGNATURE IS IS NOT NECESSARY (EXPLAIN IN SUPPORTING DATA)

CONTRACTOR SIGNATURE MAKES THIS CONTRACT CHANGE ORDER A SUPPLEMENTAL AGREEMENT

FOR SUPPLEMENTAL AGREEMENTS ONLY: Contractor: Please indicate your agreement by signing, dating and returning the original to the Project Manager. Work shall not begin until you are notified that the agreement has either been approved or that work may commence under advance approval. Your signature further indicates agreement that payments in accordance with the agreement constitute full and complete compensation for all costs, both direct and indirect, arising out of the described work covered by this agreement, and releases and discharges the State from other costs except as provided herein.

CONTRACTOR SIGNATURE DATE Print <u>Joe Tsuga, Superintendent</u> Sign <u><i>Joe Tsuga</i></u> 6/24/2011	AGENCY PM (ODOT only) <input checked="" type="checkbox"/> RECOMMENDED <input type="checkbox"/> APPROVED DATE Print <u>Rhoda Dendron</u> Sign <u><i>Rhoda Dendron</i></u> 7/1/2011
RECOMMENDED BY LOCAL AGENCY DATE Print _____ Sign _____	AREA MANAGER: <input type="checkbox"/> NOTED <input checked="" type="checkbox"/> RECOMMENDED <input type="checkbox"/> APPROVED DATE Print <u>Mark Abies</u> Sign <u><i>Mark Abies</i></u> 7/15/2011
RECOMMENDED BY PM (IF EXTERNAL TO ODOT) DATE Print _____ Sign _____	CONSTRUCTION SECTION: <input type="checkbox"/> NOTED <input checked="" type="checkbox"/> APPROVED DATE <u><i>Spencer Tilia</i></u> 7/18/2011

ODOT (Internal): After obtaining Contractor's signature, the Project Manager signs and submits the original through the Area Manager to Construction Section.

ODOT (Outsourced): After obtaining Contractor's signature, the Project Manager submits original to Agency PM (ODOT PM or Local Agency Liaison), as appropriate, who then submits through the Area Manager to Construction.

All Projects: Construction will distribute fully signed copies to the Project Manager, Agency PM, Contractor, and others as appropriate.

Construction Manual Form - Example 15A
Contract #12345 CCO #15

ATTACHMENT A

Replace 00180.50(h) with the following:

00180.50(h) Contract Time - There are three Contract Times on this Project as follows:

- (1) Complete all Work to be done under the Contract for Bridge "A" not later than April 30, 2011

- (2) Complete all Work to be done under the Contract, except for the Sidewalk Ramps included in this CCO, not later than November 10, 2011.

- (3) Complete all Work to be done under the Contract not later than January 20, 2012.

Replace 00180.85(b) with the following:

00180.85(b) Liquidated Damages - Add the following paragraphs:

There are three daily amounts of liquidated damages on this Project as follows:

Liquidated damages for failure to complete the Work on time required by 00180.50(h-1) will be \$1,100 per Calendar Day *.

Liquidated damages for failure to complete the Work on time required by 00180.50(h-2) will be \$1,100 per Calendar Day *.

Liquidated damages for failure to complete the Work on time required by 00180.50(h-3) will be \$1,100 per Calendar Day *.

If liquidated damages should become payable concurrently under any combination of 00180.50(h-1), (h-2), and or (h-3), liquidated damages will be \$1,100 per Calendar Day *.



WORK OR CHANGE ORDER SUPPORTING DATA (Page 1)

PROJECT NAME (SECTION) Construction Manual Form Example - Exhibit 15A				CONTRACT NO. 12345	
HIGHWAY Main Highway			F.A. PROJECT NO. X-STP-S001(2)		
NET EFFECT OF ORDER ON PROJECT <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease		AMOUNT \$2,550.00	CONSTRUCTION AUTH. \$12,127,709.64	EST. PROJECT COST W/ORDER \$12,219,302.29	OVERRUN % 0.76%
ESTIMATED STARTING DATE* OR DATE WORK WAS STARTED*		WORK/CHANGE IS MAJOR? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		TO ACCOMPANY (ORDER TYPE & NUMBER) CCO 15	
PREPARED BY Merga Head		DATE 6/21/20011	REVIEWED BY AREA MANAGER Mark Abies		DATE 6/21/2011
WORK OR CHANGE HAS BEEN DISCUSSED WITH					
Name		Title	Name		Title
Ima Eskbert		POR	BY Merga Head		Assistant PM
Name		Title	Name		Title
			BY		
Name		Title	Name		Title
			BY		
Name		Title	Name		Title
			BY		
PRIOR APPROVAL TO PROCEED WITH THE WORK OR CHANGE HAS BEEN OBTAINED FROM*					
Name		Title	Name		Title
Spencer Tilia		Contract Admin Eng	BY Merga Head		Assistant PM
Name		Title	Name		Title
Sara Thuya		Region 1 Const. Engineer	BY Merga Head		Assistant PM
Name		Title	Name		Title
			BY		
WORK OR CHANGE HAS BEEN DISCUSSED WITH FHWA					
Name		Title	Name		Title
			BY		
FHWA TENTATIVE APPROVAL OBTAINED FROM					
Name		Title	Name		Title
John Oaks		FHWA Area Engineer	BY Merga Head		Assistant PM
FOR CONTRACT CHANGE ORDERS THAT CHANGE A CONTRACT PRICE OR DETERMINE A NEW PRICE -					
PM's COST ESTIMATE IS ATTACHED: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, Explain below					
ADDITIONAL INFORMATION THAT IS NOT INCLUDED ON ORDER (Additional Description; Who requested; Why necessary; Why cost is not a contractor responsibility; Parties other than State or FHWA that have agreed to share the costs; Emergency work prior to approval; Estimate effect on project time; Significant discussions; References to supporting and/or attached documents, including cost estimates for "Extra Work Orders" and "Force Orders"; Why contractor refuses to sign). List all previously approved overruns.					
A request for Overrun in Construction Authorization for \$410,085.79 or 3.38% was approved on 6/1/2011 by Andrew Birch.					
Cost Estimate: Average Bid Price is: \$467.00 Contractor Quote is: \$425.00					
Contractor quote is reasonable and justified.					
<input type="checkbox"/> Continued on additional sheets					



EXTRA WORK ORDER

TO BE PERFORMED ON A FORCE ACCOUNT BASIS

NOTICE: THIS FORM MUST BE TYPEWRITTEN

PROJECT NAME (SECTION) Construction Manual Form Example - Exhibit 15B		KEY No. 19534	REGION 1	CONTRACT NO. 12345
HIGHWAY Main Highway	PM Colleen Beech	AGENCY PM Joseph Spruce		F.A. PROJECT NO. X-STP-S001(2)
CONTRACTOR NAME AND MAILING ADDRESS PRIME CONSTRUCTION COMPANY 123 BUSINESS AVENUE ANY TOWN, OR 99999		PM (CONSULTANT OR LOCAL AGENCY) NAME AND ADDRESS CITY OF ANYTOWN PUBLIC WORKS DEPT 1234 PUBLIC WORKS WAY ANY TOWN, OR 99999		EWO NO. 1 SUBJOB 011

THE FOLLOWING FORCE ACCOUNT WORK TO BE PERFORMED AND PAID FOR IN ACCORDANCE WITH THE CONTRACT TERMS:
DESCRIPTION AND LOCATION OF EXTRA WORK:

Removal of unforeseen underground storage tank containing hazardous material discovered during the installation of the storm drainage and electrical conduit pipe work.

Attach copy of PM's written prior authorization to Contractor to perform work.

ESTIMATE OF QUANTITIES AND COSTS

Hazardous Disposal (118 tons @ \$22.50 / Ton)	= \$2,655
Material (120 tons @ \$27.00)	= \$3240
Equipment (8 hours @ \$125.00)	= \$1,000
17% Markup (Disposal, Material & Equip)	= \$1,172.15
<u>Subtotal</u>	<u>= \$8067.15</u>
Labor (50 hours @ \$55.00)	= \$2,750**

22% Mark up included in the Standard Calc. **Total Labor, Disposal, Materials and Equipment with Mark up = \$10,817.15

PAY ITEM	REASON CODE	WORK TYPE	DESIGN (E OR I)	PM (E OR I)	DESCRIPTION	ESTIMATED AMOUNT
801	26	C	E	E	Remove unforeseen storage tank and hazardous waste.	\$10,817.15

SPECIFICATIONS AND OTHER PROVISIONS --

Labor cost estimates under \$10,000 or having industrial accident insurance rates 25% or less may use the standard calculation §197.30(a) when billing labor costs (Form 1863A). Labor cost estimates greater than \$10,000 or having industrial accident insurance rates greater than 25% shall use §197.30(b) when billing labor costs (Form 1863B).

The labor estimate for this Force Account: Meets Does Not Meet the criteria for §197.30(b)

The contractor has elected to use: §197.30(a) Standard Calculation §197.30(b) Actual Costs for Force Account labor costs

RECOMMENDED BY LOCAL AGENCY Print _____ Sign <u>Colleen Beech</u> 10/25/2010	DATE _____	AGENCY PM Print _____ Sign <u>Joseph Spruce</u> 10/25/2010	DATE _____
RECOMMENDED BY PM (IF EXTERNAL TO ODOT) Print _____ Sign _____	DATE _____	AREA MANAGER: <input type="checkbox"/> NOTED <input type="checkbox"/> RECOMMENDED <input checked="" type="checkbox"/> APPROVED Print _____ Sign <u>Sara Thuya</u> 10/26/2010	DATE _____
CONSTRUCTION SECTION: _____		<input type="checkbox"/> NOTED <input checked="" type="checkbox"/> APPROVED <u>Spencer Tilia</u>	DATE 10/27/2010

ODOT (Internal): The Project Manager signs and submits the original through the Area Manager to Construction Section.
ODOT (Outsourced): The Project Manager submits original to Agency PM (ODOT PM or Local Agency Liaison), as appropriate, who then submits through the Area Manager to Construction.
All Projects: Construction will distribute fully signed copies to the Project Manager, Agency PM, Contractor, and others as appropriate.

WORK OR CHANGE ORDER SUPPORTING DATA (Page 1)

PROJECT NAME (SECTION) Construction Manual Form Example - Exhibit 15B				CONTRACT NO. 12345	
HIGHWAY Main Highway			F.A. PROJECT NO. X-STP-S001(2)		
NET EFFECT OF ORDER ON PROJECT <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease		AMOUNT \$10,817.15	CONSTRUCTION AUTH. \$274,116.31	EST. PROJECT COST W/ORDER \$262,228.39	OVERRUN % -4.34%
ESTIMATED STARTING DATE* 10/20/2010	OR	DATE WORK WAS STARTED* 10/21/2010	WORK/CHANGE IS MAJOR? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		TO ACCOMPANY (ORDER TYPE & NUMBER) EWO 1
PREPARED BY Colleen Beech		DATE 10/25/2010	REVIEWED BY AREA MANAGER <i>Sara Thuya</i>		DATE 10/26/2010
WORK OR CHANGE HAS BEEN DISCUSSED WITH					
Name	Title		Name	Title	DATE
Joseph Spruce	Local Agency Liaison	BY	Colleen Beech	PM, City of Any Town	10/20/2010
Name	Title		Name	Title	DATE
Sara Thuya	ODOT Area Manager	BY	Colleen Beech	PM, City of Any Town	10/20/2010
Name	Title		Name	Title	DATE
Jack Frost	Environmental Specialist	BY	Colleen Beech	PM, City of Any Town	10/20/2010
Name	Title		Name	Title	DATE
BY					
PRIOR APPROVAL TO PROCEED WITH THE WORK OR CHANGE HAS BEEN OBTAINED FROM*					
Name	Title		Name	Title	DATE
Joseph Spruce	Local Agency Liaison	BY	Colleen Beech	PM, City of Any Town	10/20/2010
Name	Title		Name	Title	DATE
BY					
Name	Title		Name	Title	DATE
BY					
WORK OR CHANGE HAS BEEN DISCUSSED WITH FHWA					
Name	Title		Name	Title	DATE
BY					
FHWA TENTATIVE APPROVAL OBTAINED FROM					
Name	Title		Name	Title	DATE
BY					
FOR CONTRACT CHANGE ORDERS THAT CHANGE A CONTRACT PRICE OR DETERMINE A NEW PRICE - PM's COST ESTIMATE IS ATTACHED:					
<p>ADDITIONAL INFORMATION THAT IS NOT INCLUDED ON ORDER (Additional Description; Who requested; Why necessary; Why cost is not a contractor responsibility; Parties other than State or FHWA that have agreed to share the costs; Emergency work prior to approval; Estimate effect on project time; Significant discussions; References to supporting and/or attached documents, including cost estimates for "Extra Work Orders" and "Force Orders"; Why contractor refuses to sign). List all previously approved overruns.</p> <p>An underground storage tank containing hazardous material was discovered while the contractor was installing the storm and electrical conduit. There were no bid items in the contract to measure or pay for the removal of the storage tank and the hazardous material.</p> <p>The PM discussed the extra work with contractor in the field. Flagging and TP&DT would be covered under the existing bid items. The proposed removal and handling of the underground storage tank and the hazardous material was difficult to determine. The Contractor was unable and unwilling to negotiate a price for the removal of the tank and hazardous material.</p> <p>The PM made the decision to proceed on an Extra Work basis (See Attachment A).</p>					

ATTACHMENT - A
Construction Manual Form Example- Exhibit 15B
Contract No. 12345

City of Any town

Public Works Department
1234 Public Works Way
Any town, OR 99999
503-555-5555

October 20, 2010

Joe Tsuga
Prime Construction Company
123 Business Avenue
Any town, OR 99999
503-505-5555

RE: Contract 12345- Extra Work Order #1

Dear Joe,

This letter authorizes Prime Construction Company to more forward with the removal of the unforeseen storage tank and hazardous waste. I have received verbal authorization from ODOT to proceed with this work.

All time and materials will be tracked on a Daily Force Account Record, ODOT form 734-3428. I am in the process of drafting an Extra Work Order that will cover the work.

Sincerely,

Colleen Beech
Colleen Beech
Project Manager



ORDER FOR FORCE WORK

NOTICE: THIS FORM MUST BE TYPEWRITTEN

PROJECT NAME (SECTION) Construction Manual Example - Exhibit 15C		KEY No. 18321	REGION 1	CONTRACT NO. C12345
WORK TO BE DONE BY: (STATE FORCE, UTILITY, RAILROAD, LOCAL GOVERNMENT, ETC. -- BY NAME) Utility - Dee Electric Company			F.A. PROJECT NO. X-STIP-S001(3)	
PROJECT MANAGER Jacob Aster	AGENCY PM Rhoda Dendron		EXPENDITURE ACCOUNT CON 12345	
PM (CONSULTANT OR LOCAL AGENCY) NAME AND MAILING ADDRESS ABC CONSULTING AGENCY 456 ENGINEERING FIRM DRIVE ANY CITY, OR 99999		MAINTENANCE DIST. 12J	FORCE ORDER NO. 1	
		SUBJOB 11	ACTIVITY J54	

DESCRIPTION AND LOCATION OF WORK COVERED BY THIS ORDER --

This order for force work covers the line extension costs for connecting and activating a total of 20 new streetlights (Bid Item No. 0650), for the Street Project. The project provided pedestrian lighting on both sides of "A" Street between 1st Ave and 2nd Ave in Any Town, Oregon.

Dee Electric Company, is the sole provider for power and streetlight services in the area, resulting in work that could not be competitively bid.

ESTIMATE OF QUANTITIES AND COSTS

The line extension and activation is estimated at a cost of \$4,000.00.

ITEM NO.	REASON CODE	WORK TYPE	DESIGN (E OR I)	PM (E OR I)	DESCRIPTION	AMOUNT
92001	30	C	E	E	Dee Electric Company Line Extension	\$4,000.00

RECOMMENDED BY LOCAL AGENCY Print <u>Karen Larix</u> Sign <u><i>Karen Larix</i></u>	DATE <u>8/24/2011</u>	AGENCY PM (ODOT ONLY) <input checked="" type="checkbox"/> RECOMMENDED <input type="checkbox"/> APPROVED Print <u>Rhoda Dendron</u> Sign <u><i>Rhoda Dendron</i></u>	DATE <u>8/24/2011</u>
---	--------------------------	---	--------------------------

RECOMMENDED BY PM (IF EXTERNAL TO ODOT) Print <u>Jacob Aster</u> Sign <u><i>Jacob Aster</i></u>	DATE <u>8/25/2011</u>	AREA MANAGER: <input type="checkbox"/> NOTED <input checked="" type="checkbox"/> RECOMMENDED <input type="checkbox"/> APPROVED Print <u>Mark Abies</u> Sign <u><i>Mark Abies</i></u>	DATE <u>8/25/2011</u>
---	--------------------------	--	--------------------------

		CONSTRUCTION SECTION: <input type="checkbox"/> NOTED <input checked="" type="checkbox"/> APPROVED <u><i>Spencer Tilia</i></u>	DATE <u>8/26/2011</u>
--	--	--	--------------------------

ODOT (Internal): The Project Manager signs and submits the original through the Area Manager to Construction Section.

ODOT (Outsourced): The Project Manager submits original to Agency PM (ODOT PM or Local Agency Liaison), as appropriate, who then submits through the Area Manager to Construction.

All Projects: Construction will distribute fully signed copies to Project Manager, Agency PM, and others as appropriate.

PLEASE PROVIDE WRITTEN WORK COMPLETION NOTIFICATION TO THE CONSTRUCTION SECTION CONTRACT ADMINISTRATION



WORK OR CHANGE ORDER SUPPORTING DATA

PROJECT NAME (SECTION) Construction Manual Example - Exhibit 15C				CONTRACT NO. C12345	
HIGHWAY Main Highway			F.A. PROJECT NO. X-STIP-S001(3)		
NET EFFECT OF ORDER ON PROJECT <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease		AMOUNT \$4,000.00	CONSTRUCTION AUTH. \$2,452,362.66	EST. PROJECT COST W/ORDER \$2,234,980.50	OVERRUN % -8.86%
ESTIMATED STARTING DATE* OR DATE WORK WAS STARTED* 9/1/2011		WORK/CHANGE IS MAJOR? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		TO ACCOMPANY (ORDER TYPE & NUMBER) FO 1	
PREPARED BY Rhoda Dendron		DATE 8/18/2011	REVIEWED BY AREA MANAGER <i>Mark Abies</i>		DATE 8/25/2011
WORK OR CHANGE HAS BEEN DISCUSSED WITH					
Name	Title		Name	Title	DATE
Larry Aspen	City Engineer of Record	BY	Jacob Aster	PM	8/19/2011
Name	Title		Name	Title	DATE
Mark Abies	Area Manager	BY	Jacob Aster	PM	8/19/2011
Name	Title		Name	Title	DATE
Polly Ethyl -Lean	Region Utility Specialist	BY	Jacob Aster	PM	8/19/2011
Name	Title		Name	Title	DATE
		BY			
PRIOR APPROVAL TO PROCEED WITH THE WORK OR CHANGE HAS BEEN OBTAINED FROM*					
Name	Title		Name	Title	DATE
		BY			
Name	Title		Name	Title	DATE
		BY			
Name	Title		Name	Title	DATE
		BY			
WORK OR CHANGE HAS BEEN DISCUSSED WITH FHWA					
Name	Title		Name	Title	DATE
John Oaks	FHWA Region Mgr	BY	Rhoda Dendron	Construction Liaison	8/22/2011
FHWA TENTATIVE APPROVAL OBTAINED FROM					
Name	Title		Name	Title	DATE
		BY			
FOR CONTRACT CHANGE ORDERS THAT CHANGE A CONTRACT PRICE OR DETERMINE A NEW PRICE --					
PM's COST ESTIMATE IS ATTACHED: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, Explain below					
<small>ADDITIONAL INFORMATION THAT IS NOT INCLUDED ON ORDER (Additional Description; Who requested; Why necessary; Why cost is not a contractor responsibility; Parties other than State or FHWA that have agreed to share the costs; Emergency work prior to approval; Estimate effect on project time; Significant discussions; References to supporting and / or attached documents, including estimates of costs for "Extra Work Orders" and "Force Orders"; Why contractor refuses to sign). List all previously approved overruns</small>					
<p>Dee Electric Company Line Extension Cost is necessary to connect and activate 20 new street lights by Dee Electric Company. The work was requested by the City of Any Town, OR and could not be completed by the prime contractor (Prime Construction Company), due to the nature of the work. Other agencies are not involved in bearing the cost and the work did not impact the construction timeline.</p> <p>The line extension cost is estimated by Dee Electric Co. at \$4,000.00.</p>					
<input type="checkbox"/> Continued on additional sheets					