

Typical Request

- Contractor asks to track the work on DFAR forms and compute as if EWO, but pay as CCO. Owner has poor understanding of work and low resources.
- Contractor determines means and methods for Changed (inefficient and costly) Work.
- Contractor compares EWO computation of Changed (inefficient and costly) Work with bid (efficient and economical) work and seeks difference.
- Owner finds a way to justify the difference.

Justified Amount of Change

- Difference Between:

Changed Work computed on the basis of 00197

AND

Original Work computed on the basis of 00197

NOT

Bid Unit Price

AND

Changed Work computed on the basis of 00197

Justified Amount of Change

- Original Work
 - Labor
 - Equipment
 - Materials
 - Markup

- Changed Work
 - Labor
 - Equipment
 - Materials
 - Markup

Total Original

Total Changed

In most cases:

Large Profit

=

Large Profit

Large Loss

=

Large Loss

Amount of Change

- Change color of Tulip from Red to Yellow
- Change Bridge paint from Green to Brown
- Add work that requires re-mobilization which in effect “changes” the work.

Force Account Basis

- Agency Direction
- Agency takes ALL the risk

Markups

- Work is allowed to be marked up 17 or 22% as specified in 00197.80 **ONE TIME**. Many Subcontracts or invoices already contain a markup which is this markup.
- Markups (inclusive) specified in Contract
 - 1/3 Home Office Overhead
 - 1/3 Job Site Overhead
 - 1/3 Profit

Markups

- Subcontracted work is allowed to be marked up 8% as specified in 00197.80 **ONE TIME.**
- 00197.80...These allowances made to the Contractor will constitute **complete compensation for overhead, general and administrative expense, profit, and all other Force Account Work costs that were incurred by the Contractor, or by other forces that the Contractor furnished. No other reimbursement, compensation, or payment will be made.**

Direct Costs

Labor

Payrolls

Actual Social Security and other taxes
travel expenses

supervision is included on payrolls or in overhead below
but not both

Actual Insurance (NOCI) paid

Material

Material invoices

Equipment

Equipment invoices if equipment is rented from an
outside source

Actual cost of equipment

If Actual cost is unavailable, the costs are limited to 75%
of the theoretical rates of 00197.20

Overhead and Markup

Accounting records and details to support
Jobsite overhead

home office overhead
general and administrative overhead

all other costs incurred
profit

Force Account 00197

Labor

Payrolls

Actual Social Security and other taxes
travel expenses

one level of direct supervision is allowed
NOCI Rate for specific work and Factor

Material

Material invoices

Equipment

Equipment invoices if equipment is rented from an
outside source

If the equipment is owned, the costs are limited to the
theoretical rates of 00197.20

Overhead and Markup

In addition to the actual, real, documented costs above:
Contractor accepts a 22% markup on labor
Markup is complete compensation for overhead, general
and administrative expense, profit and all other costs
incurred.

In addition to the actual, real, documented costs above:
Contractor accepts a 17% markup on Materials
Markup is complete compensation for overhead, general
and administrative expense, profit and all other costs
incurred.

Equipment invoices if equipment is rented from an outside source

Actual cost of equipment
If Actual cost is unavailable, the costs are limited to 75% of the theoretical rates of 00197.20

Overhead and Markup

Accounting records and details to support
Jobsite overhead

home office overhead
general and administrative overhead

all other costs incurred
profit

Certification

Certified Statement
Under penalty of law for perjury or falsification certify of actual costs incurred.

Equipment invoices if equipment is rented from an outside source

If the equipment is owned, the costs are limited to the theoretical rates of 00197.20

Overhead and Markup

In addition to the actual, real, documented costs above:
Contractor accepts a 22% markup on labor
Markup is complete compensation for overhead, general and administrative expense, profit and all other costs incurred.

In addition to the actual, real, documented costs above:
Contractor accepts a 17% markup on Materials
Markup is complete compensation for overhead, general and administrative expense, profit and all other costs incurred.

In addition to the actual, real, documented costs above:
Contractor accepts a 17% markup on equipment
Markup is complete compensation for overhead, general and administrative expense, profit and all other costs incurred.

Subcontracted

In addition to the actual, real, documented costs above, the theoretical rental rates and the theoretical markup an additional markup of 8% is allowed.

Certification

Certified Statement
Under penalty of law for perjury or falsification certify of actual costs incurred.



**Cape Cove Slide Hwy. 101 M.P. 178.75
3/01/2000**

Change Orders CCO-EWO-(S)FO

*Guidelines for Change Orders are covered
in Chapter 15 of the Construction Manual.*

There are three types of “Change Orders”:

Contract Change Orders (CCO)

Required for all changes to the original contract

Extra Work Orders (EWO)

for work that is not part of original contract work

Negotiate and add with a CCO before work begins

(or)

Track daily as Force Account work and pay under EWO

Force Orders (S)FO

for project work completed by others than the Contractor.

(Agency forces, Utilities, Railroads...)

Four types of “Work” on a project:

- 1 **Contract Work**. Includes Bid Item Work and previously added Change Order Work. Document with Paynote and pay on the monthly estimate. Added or additional work is increased quantities of Contract work unless it changes the character, unit cost, or authority to approve a CCO. Includes (00195.20(a) Insignificant Changed Work).
- 2 **Changed Work**. Work that is similar to Contract work, but different. Add or subtract the cost of the change from the original unit price of the work. Implement payment with a Contract Change Order. Document with Paynote and pay on the monthly estimate. If unable to agree on the price for the change in the work, the PM must implement a fair and equitable adjustment on a (unilateral) CCO. Do not perform changed work on a force account basis (00195.20(b) Significant Changed Work).

Four types of “Work” on a project:

- 3 **Extra Work**. Work that is not envisioned as part of the Contract Work. If both agree on a price for the Extra Work (00196.10), implement payment with a Contract Change Order and document completion with a Paynote. If unable to agree on a price for the Extra Work, implement an Order for Extra Work to be Performed on Force Account Basis and record all resources and costs on a Daily Force Account Record (00196.20).
- 4 **Work by public forces** or utilities that will be charged to the project. Generally, each Agency has its own internal method to accomplish this and record the costs to be paid by the project.

Contract Change Order

(form 734-1169):

Implements:
Changes to contract

Changes to contract
Work

Extra Work that will
be paid at an agreed
price



CONTRACT CHANGE ORDER

NOTICE: THIS FORM MUST BE TYPEWRITTEN

PROJECT NAME / SECTION		REGION	CONTRACT NO.
HIGHWAY	PROJECT MANAGER	OTM OR LOCAL LIASON	P.A. PROJECT NO.
CONTRACTOR NAME AND ADDRESS		CONSULTANT OR LOCAL AGENCY NAME AND ADDRESS	
		CHANGE ORDER NO.	
		SUBJECT	

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

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 -

AVIATION	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
	<input type="checkbox"/> Additional Items listed on attached Page 1A			TOTAL FROM PAGE 1A	\$0.00

ESTIMATED NET COST EFFECT OF THIS AGREEMENT TO THE CONTRACT:

INCREASE \$0.00

DECREASE

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, stating you warrant the original to the Project Manager. Work shall not begin until you are notified by the agreement and after your approval or it may commence under your sole approval. Your signature further indicates agreement that payment in accordance with the agreement conditions is your complete compensation for all work, both above the contract, stating on the invoice not covered by the agreement, and releases the State from other costs except as provided herein.

CONTRACTOR SIGNATURE	DATE	ODD FORM, CPM, OR LAL	<input type="checkbox"/> RECOMMENDED <input type="checkbox"/> APPROVED	DATE
Print _____		Print _____		
Sign _____		Sign _____		
RECOMMENDED BY LOCAL AGENCY	DATE	ARE A MANAGER	<input type="checkbox"/> NO FID <input type="checkbox"/> RECOMMENDED <input type="checkbox"/> APPROVED	DATE
Print _____		Print _____		
Sign _____		Sign _____		
RECOMMENDED BY CONSULTANT LIASON	DATE	CONSTRUCTION SECTION	<input type="checkbox"/> NO FID <input type="checkbox"/> APPROVED	DATE
Print _____				
Sign _____				

NOTE: In order to obtain Contractor's signature, the Project Manager should submit the original through the Area Manager to Construction Section (LAL) if Contractor. After obtaining Contractor's signature, the Project Manager should submit original to ODD if CPM or Local Agency Liason, as appropriate, who then submit through the Area Manager to Construction.

Order for Extra Work to be Performed on Force Account Basis (form 734-3208):

Implements Extra Work to be performed and paid for on force account basis.
Do not use for changed work.



EXTRA WORK ORDER TO BE PERFORMED ON A FORCE ACCOUNT BASIS

NOTICE: THIS FORM MUST BE TYPEWRITTEN

PROJECT NAME / SECTION						REGION	CONTRACT NO.
HIGHWAY			PROJECT MANAGER		ODOT LOCAL LIAISON	P.A. PROJECT NO.	
CONTRACTOR NAME AND ADDRESS			CONSULTANT OR LOCAL AGENCY NAME AND ADDRESS			E.W. NO.	
SUBJECT							
<p>THE FOLLOWING FORCE ACCOUNT WORK TO BE PERFORMED AND PAID FOR IN ACCORDANCE WITH THE CONTRACT TERMS:</p> <p>DESCRIPTION AND LOCATION OF EXTRA WORK:</p> <p><input type="checkbox"/> Attach copy of PM's written authorization to Contractor to perform work.</p>							
ESTIMATE OF QUANTITIES AND COSTS							
PAY ITEM	SENSOR CODE	TIME CODE	VEHICLE TYPE	ESQ. IDENT.	PM IDENT.	DESCRIPTION	
ESTIMATED AMOUNT							
SPECIFICATIONS AND OTHER PROVISIONS--							
<p>Labor cost estimates under \$10,000 or having industrial accident insurance rates 25% or less may use the standard calculation § 197.00(a) when billing labor costs (Form 1853A). Labor cost estimates greater than \$10,000 or having industrial accident insurance rates greater than 25% shall use § 197.00(b) when billing labor costs (Form 1853B).</p> <p>The labor estimates for this Force Account: <input type="checkbox"/> Meet <input type="checkbox"/> Do Not Meet the criteria of § 197.00(b)</p> <p>The contractor has elected to use: <input type="checkbox"/> § 197.00(a) Standard Calculation <input type="checkbox"/> § 197.00(b) Actual Costs for Force Account labor costs</p>							
RECOMMENDED BY LOCAL AGENCY				DATE	ODOT PM, CPM, or L.A.L.		
Print _____					<input type="checkbox"/> RECOMMENDED <input type="checkbox"/> APPROVED		
Sign _____					DATE _____		
RECOMMENDED BY CONSULTANT/PM				DATE	AREA MANAGER <input type="checkbox"/> NOTED <input type="checkbox"/> RECOMMENDED <input type="checkbox"/> APPROVED		
Print _____					Print _____		
Sign _____					Sign _____		
					CONSTRUCTION SECTION <input type="checkbox"/> NOTED <input type="checkbox"/> APPROVED		
					DATE _____		

ODOT (in terms of the Project Manager) signs and submits the original through the Area Manager to Construction Section. Consultant (in terms of the Project Manager) submits original to ODOT CPM or Local Agency Liaison, as appropriate, who then submits through the Area Manager to Construction. All three parties. Construction will distribute fully signed copies to PM, CPM, Contractor, and others as appropriate.

Order for Force Work (form 734-1105):

Implements work by public forces or utilities when costs will be paid by the project.



ORDER FOR FORCE WORK

NOTICE: THIS FORM MUST BE TYPEWRITTEN

PROJECT NAME (SECTION)						REGION	CONTRACT NO.
WORK TO BE DONE BY (STATE FORCE, UTILITY, RAILROAD, LOCAL GOVERNMENT, ETC. - BY NAME)						P.A. PROJECT NO.	
PROJECT MANAGER			CITY OR LOCAL LIAISON			EXPENDITURE ACCOUNT	
CONSULTANT OR LOCAL AGENCY NAME AND ADDRESS						MAINTENANCE DIST.	FORCE ORDERING
						SUBJECT	ACTIVITY
DESCRIPTION AND LOCATION OF WORK COVERED BY THIS ORDER -							
ESTIMATE OF QUANTITIES AND COSTS							
ITEM NO.	REASON CODE	TIME CODE	WORK TYPE	ESG#(L) OR ()	PM ID or ()	DESCRIPTION	AMOUNT
RECOMMENDED BY LOCAL AGENCY						DATE	DDOT PM, CPM, or LAL <input type="checkbox"/> RECOMMENDED <input type="checkbox"/> APPROVED
Print _____						DATE	Print _____
Sign _____						DATE	Sign _____
RECOMMENDED BY CONSULTANT/PM						DATE	AREA MANAGER <input type="checkbox"/> NO FEE <input type="checkbox"/> RECOMMENDED <input type="checkbox"/> APPROVED
Print _____						DATE	Print _____
Sign _____						DATE	Sign _____
						DATE	CONSTRUCTION SECTION <input type="checkbox"/> NO FEE <input type="checkbox"/> APPROVED
						DATE	DATE
<small> CLC (Internal) - The Project Manager should submit the original through the Area Manager to Construction Section. CLC (Government) - The Project Manager submit original to DDOT CPM or Local Agency Liaison, as appropriate, who then submit through the Area Manager to Construction. All projects - Construction will distribute fully signed copies to PM, CPM, and others as appropriate. </small>							
PLEASE PROVIDE WRITTEN WORK COMPLETION NOTIFICATION TO THE CONSTRUCTION SECTION CONTRACT ADMINISTRATION							

Work or Change Order Supporting Data

(form 734-1882):

Complete this form
and include it with
each "change order".



WORK OR CHANGE ORDER SUPPORTING DATA

PROJECT NAME / SECTION				CONTRACT NO.	
HIGHWAY			P.A. PROJECT NO.		
NET EFFECT OF ORDER ON PROJECT <input type="checkbox"/> Increase <input type="checkbox"/> Decrease		AMOUNT	CONSTRUCTION AUTH.	EST. PROJECT COST / ORDER	ORDER NO.
ESTIMATED STARTING DATE	GR	DATE WORK WAS STARTED	WORK CHANGE IS A MAJOR? <input type="radio"/> Yes <input type="radio"/> No	TO ACCOMPANY ORDER (TYPE & NUMBER)	
PREPARED BY		DATE	REVIEWED BY AREA MANAGER		DATE
WORK OR CHANGE HAS BEEN DISCUSSED WITH		Name	Title	Name	Title
				BY	DATE
Name		Title	Name	Title	DATE
				BY	DATE
Name		Title	Name	Title	DATE
				BY	DATE
Name		Title	Name	Title	DATE
				BY	DATE
WORK APPROVAL TO PROCEED WITH THE WORK OR CHANGE HAS BEEN OBTAINED FROM*		Name	Title	Name	Title
				BY	DATE
Name		Title	Name	Title	DATE
				BY	DATE
Name		Title	Name	Title	DATE
				BY	DATE
WORK OR CHANGE HAS BEEN DISCUSSED WITH FHWA		Name	Title	Name	Title
				BY	DATE
FHWA TENTATIVE APPROVAL OBTAINED FROM		Name	Title	Name	Title
				BY	DATE
Name		Title	Name	Title	DATE
				BY	DATE
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 type="checkbox"/> No, explain below					
COSTS HAVE BEEN DISCUSSED WITH COST ESTIMATING / SCHEDULING GROUP*		Name	Title	Name	Title
				BY	DATE
Name		Title	Name	Title	DATE
				BY	DATE
<p>ADDITIONAL INFORMATION THAT IS NOT INCLUDED ON ORDER (Additional Description, Who requested, Who reviewed, Why necessary, Why cost is not a contract responsibility, Parties other than State or FHWA that have agreed to share the costs, Emergency work pass to approval, Caltrans' effect on project time, Significant discussions, References to supporting and/or attached documents including estimates of costs for "Cost Work Orders" and "Price Orders", Why contract / refusal to sign). List all previously approved versions.</p>					

Continued on additional sheets.

Authorization vs. project cost w/ this order

Estimated starting date—don't start work w/o approval.

OTIA projects need special discussions.

Identify the title of the people you've discussed the change with. (Designer, Engineer of Record, Area Manager... Don't list the Contractor)

Needs FHWA discussion by PM unless FA# has an "X" (exempt), or State funded project.

Give full story here:

Who requested (ODOT or Contractor), why necessary, why not Contractor's responsibility, how accounted for Contract Time, include PM cost estimate, always discuss Project Authorization, tell us if Over-run Request is currently being processed.



WORK OR CHANGE ORDER SUPPORTING DATA

PROJECT NAME/SECTION				CONTRACTING	
HIGHWAY#			F.A. PROJECT NO.		
NET EFFECT OF ORDER ON PROJECT <input type="checkbox"/> INCREASE <input type="checkbox"/> DECREASE		AMOUNT	CONSTRUCTION AUTH.	EST. PROJECT COST W/ORDER	OVER-RUN %
ESTIMATED STARTING DATE*	GR	DATE WORK WAS STARTED	WORK CHANGE IS A MAJOR? <input type="radio"/> Yes <input type="radio"/> No	TO ACCOMPANY ORDER (PTE & NUMBER)	
PREPARED BY		DATE	REVIEWED BY AREA MANAGER		DATE
WORK OR CHANGE HAS BEEN DISCUSSED WITH					
Name		Title	Name		Date
			BY		
Name		Title	Name		Date
			BY		
Name		Title	Name		Date
			BY		
Name		Title	Name		Date
			BY		
PROJECT APPROVAL TO PROCEED WITH THE WORK OR CHANGE HAS BEEN OBTAINED FROM*					
Name		Title	Name		Date
			BY		
Name		Title	Name		Date
			BY		
Name		Title	Name		Date
			BY		
WORK OR CHANGE HAS BEEN DISCUSSED WITH FHWA					
Name		Title	Name		Date
			BY		
FHWA TENTATIVE APPROVAL OBTAINED FROM					
Name		Title	Name		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 type="checkbox"/> No. Explain below.					
COSTS HAVE BEEN DISCUSSED WITH QDOT ESTIMATING/SCHEDULING GROUP					
Name		Title	Name		Date
			BY		
ADDITIONAL INFORMATION THAT IS NOT INCLUDED ON ORDER (Additional Designer, Who requested, Why necessary, Why cost or not a contract responsibility, Parties other than State or FHWA that have agreed to share the costs, Emergency work past approval, Caltrans effect on project time, Significant discussion, References to supporting and/or attached documents, including estimates of costs for "Take Work Order" and "Force Order", Why contractor refused to sign). List all previously approved orders.					

Continued on additional sheets.

Only the Project Manager (PM) may order changes to the project work. Since a PM employed by a Consultant has no authority to approve changes, that PM must obtain approval through the ODOT LAL or ODOT PM (who may need to obtain further approval).

ODOT PM's may only order changes within their authority and may need to obtain further approval, including that of the Engineer of Record.

There are eight “special” variations in bid quantity:

- 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)
- Flagging (00225.97)
- Traffic Control Supervisor (00225.98)
- Pilot Car (00225.99)
- Watering {25%} (00340.91)

*Stripe Removal was dropped in 2008, additional tape was added

General Guidelines for “Change Orders”

- 1 The Project Manager must obtain proper approval before ordering the work to start. May obtain telephone approval for urgent situations. Who has approval authority? (\$ authority, engineering concurrence, statewide consistency, etc.)
- 2 For changed work, calculate and assess a fair and equitable adjustment before the work starts if unable to negotiate an agreed value.
- 3 Only Extra Work can be paid on a force account basis.
- 4 Complete and include a Work or Change Order Supporting Data form with each order.

General Guidelines for “Change Orders”

- 5 Each “change order” must be processed through the Construction Section before payment can be included on the progress estimate.
- 6 Change orders should address full cost and time impacts of the change. **Always** address time on the change order.
- 7 If the Contractor is not paid timely, the Agency must pay late payment interest to the Contractor.

Review:

Three types of “Orders”:

- Contract Change Order
- Extra Work Order
- Force Order

All three require a Supporting Data Sheet

Four types of work

- Contract Work-Original Bid Item work or added CCO work, includes additional quantities and insignificant changes.
- Changed Work-CCO accounts for cost of portion changed only.
- Extra Work-not envisioned by original Contract-two options negotiate cost and add with CCO or, pay with EWO, cost of work per Force Account
- Work by public forces, utilities, railroads, paid with project funds authorize with SFO



Fivemile Creek - Bully Creek Road Sec.

Pendleton - John Day Highway 28 M.P. 55.6 - 66.6

Contract Time

- You stopped work
- You added work
- You accelerated work
- You delayed or disrupted work
- Weather that was not reasonably predictable

- Contract Time is specified in Section 00180.50 of the Special Provisions, either as:
 - Specified completion date
 - Calendar days
 - May also have additional intermediate completions
 - May have a specified completion with a limited time for on-site work
- ODOT does not use workdays because it is difficult to determine whether a day is or is not chargeable.

Contract Time

Notification of Commencement and Completion Dates for Contract Projects (form 734-3233)

NOTIFICATION OF COMMENCEMENT AND COMPLETION DATES FOR CONTRACT PROJECTS														
PROJECT NAME (SECTION)		CONTRACT NO.												
HIGHWAY	COUNTY	E. A. NO.												
CONTRACTOR		F. A. PROJECT NO.												
PROJECT MANAGER (sign)	DATE	DATE OF AWARD												
FIRST NOTIFICATION DATE _____ ON WHICH THE ERECTION OF A SIGN OR PLANT, THE DEVELOPMENT OF AGGREGATE SOURCES, OR THE PERFORMANCE OF A CONTRACT CONSTRUCTION OPERATION BEGAN.														
SECOND NOTIFICATION <table border="1"> <thead> <tr> <th>SPECIFIED COMPLETION (FROM SECT. 00180.50)</th> <th>DAYS CHARGED BEYOND SPECIFIED COMPLETION</th> <th>DATE(S) THE WORK WAS COMPLETED AND THE TIME CHARGES STOPPED.</th> </tr> </thead> <tbody> <tr> <td>(A) _____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>(B) _____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>(C) _____</td> <td>_____</td> <td>_____</td> </tr> </tbody> </table>			SPECIFIED COMPLETION (FROM SECT. 00180.50)	DAYS CHARGED BEYOND SPECIFIED COMPLETION	DATE(S) THE WORK WAS COMPLETED AND THE TIME CHARGES STOPPED.	(A) _____	_____	_____	(B) _____	_____	_____	(C) _____	_____	_____
SPECIFIED COMPLETION (FROM SECT. 00180.50)	DAYS CHARGED BEYOND SPECIFIED COMPLETION	DATE(S) THE WORK WAS COMPLETED AND THE TIME CHARGES STOPPED.												
(A) _____	_____	_____												
(B) _____	_____	_____												
(C) _____	_____	_____												
DATE _____ ALL CLAIMS FOR ADDITIONAL COMPENSATION MUST BE SUBMITTED BY: (SEE SUBSECTION 00199.30 OF THE CONTRACT PROVISIONS FOR ADDITIONAL REQUIREMENTS.)														
KNOWN ITEMS NECESSARY TO COMPLETE THE REQUIREMENTS FOR "THIRD NOTIFICATION" ARE: _____ _____														
THIRD NOTIFICATION DATE _____ ON WHICH ALL CONTRACT WORK WAS COMPLETED, INCLUDING CORRECTIVE WORK, EQUIPMENT AND PLANT REMOVAL, SITE CLEANUP, AND PROJECT MANAGER'S RECEIPT OF ALL CERTIFICATIONS, BILLS, AND OTHER DOCUMENTS REQUIRED UNDER THE CONTRACT.														
Distribution: <input type="checkbox"/> Original to Construction <input type="checkbox"/> Project Manager's File <input type="checkbox"/> Contractor's Headquarters <input type="checkbox"/> Region Survey Group <input type="checkbox"/> Region		INSTRUCTIONS: REPORT THE SECOND NOTIFICATION AS EACH PHASE OF WORK IS COMPLETED. IF THE SPECIFIED COMPLETION DATE HAS BEEN MODIFIED BY CONTRACT CHANGE ORDER, INCLUDE COPIES OF THE ORDERS WITH THE ORIGINAL FORM SENT TO CONSTRUCTION.												
734-3233(8-00)														

Contract Time

First Notification – The date on which workers employed by the Contractor or a subcontractor begin performance of a construction operation called for by the contract, including aggregate source development or erection of a plant. 00110.10, 00130.90

Second Notification – The date on which required construction work, including Change Order Work and Extra Work, has been satisfactorily completed, except for minor corrective work, and the recording of daily time charges ceases. 00110.10, 00150.90, 00180.50(g)

Contract Time

Second Notification Cont.

Issue for each contract completion date
(interim completion dates)

Do not issue Second Notification until the Contractor has completed all bid (pay) items and change order work required for the completion.

Contract Time

Third Notification

Specified in Section 00150.90(b)

Issue when the Contractor has fulfilled all of its obligations such as corrective work, removal of all equipment and has provided all required certifications, bills, forms, warranties and other documents

If ODOT does not make final payment within 30 days after Third Notification, ODOT must pay interest on all unpaid monies.

Contract Time

Weekly Statement of Contract Time Charges (form 734-3483)

Submit as specified in Section 00180.50(c) and (d):

- For calendar days, per the specifications (*15 days after NTP in 2008 Standard Specifications*)
- For specified completion date, immediately after each specified completion date
- Continue submitting until Second Notification
- Also railroad protection work, specified road closures and other times if Contractor is responsible for Liquidated Damages or additional costs for overrunning specified timeframes

PROJECT NAME (SECTION)					CONTRACT NO.				
HIGHWAY					F. A. PROJECT NO.				
CONTRACTOR NAME AND ADDRESS					WEEK ENDING				
					DATE MAILED TO CONTRACTOR				
CONTRACT TIME UNITS (All, a, b, c, etc.)					REASONS FOR NOT CHARGING TIME				
BEGINNING DATE OF TIME CHARGE									
DAY OF WEEK	DAY OF MONTH	PREDOMINATE	WEATHER						
SUN.									
MON.									
TUE.									
WED.									
THU.									
FRI.									
SAT.									
DAYS CHARGED THIS WEEK									NOTICE TO CONTRACTOR If you are in disagreement with the number of "Days Charged This Week", you have 7 days after delivery of this statement to file written protest with the Project Manager, setting forth in detail the facts upon which the protest is based. See subsection 00180.50 in the contract. specifications for additional instructions.
DAYS CHARGED ON PREVIOUS STATEMENT									
REVISIONS OR ADJUSTMENTS (+ or -) (explain below)									
DAYS CHARGED TO END OF CURRENT WEEK									
LIMITING NUMBER OF CALENDAR DAYS									
DAYS REMAINING					0	0	0	0	
FIXED DATE (Specified Completion Date)									
EXCESS DAYS USED					0.0	0.0	0.0	0.0	
COMMENTS: (INCLUDE CHANGES TO SPECIFIED COMPLETION)									
								PROJECT MANAGER SIGNATURE	DATE

734-3483(8-00) DISTRIBUTION: CONTRACTOR'S HEADQUARTERS, CONTRACTOR'S PROJECT OFFICE, REGION, AND CONSTRUCTION

Contract Time

- **Delays**

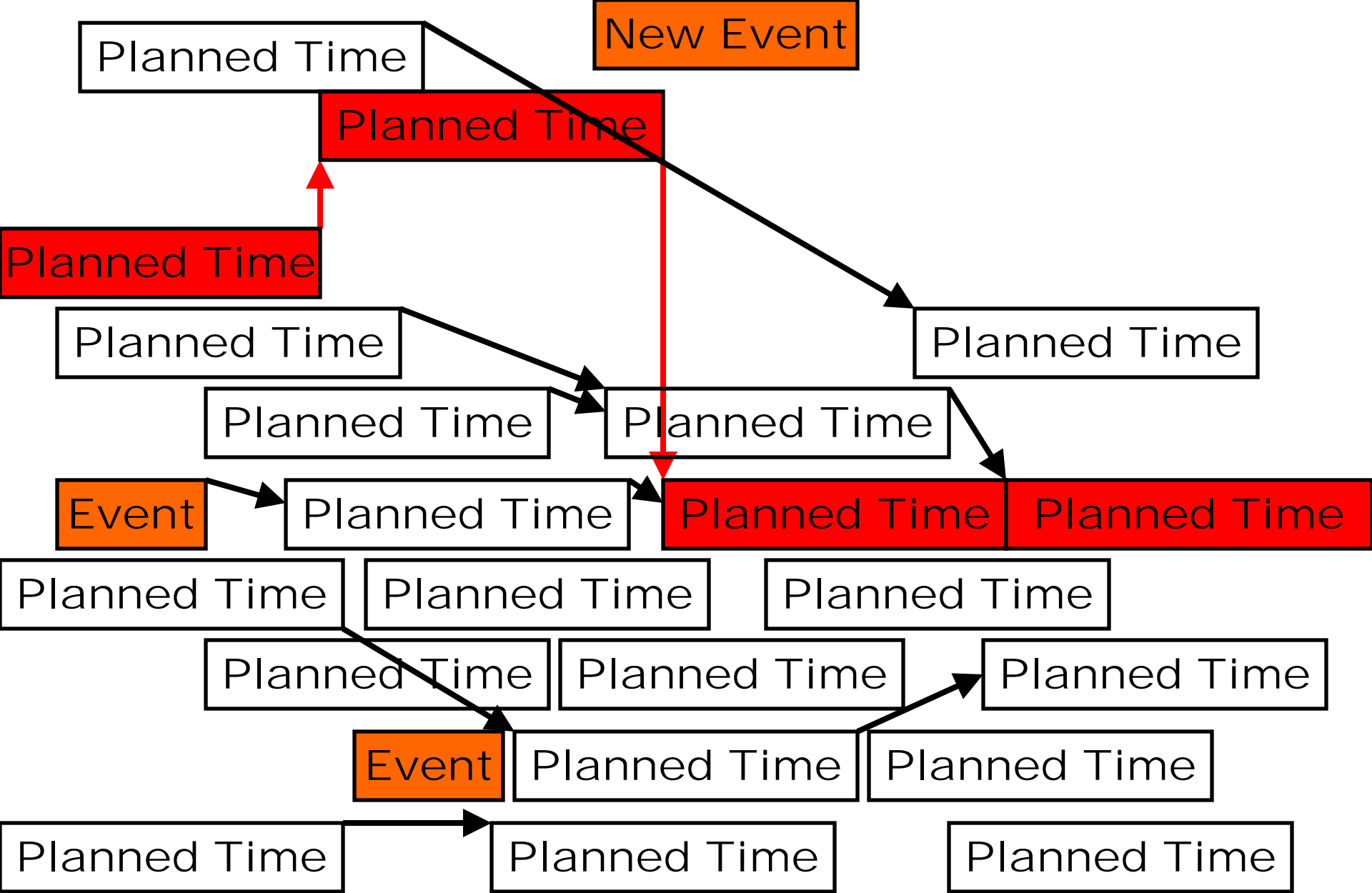
Whether or not the Contractor notifies the Agency of a delay as specified in Section 00180.60, be aware of delays to the project, record needed information, require needed schedule updates, and take appropriate action to mitigate delays.

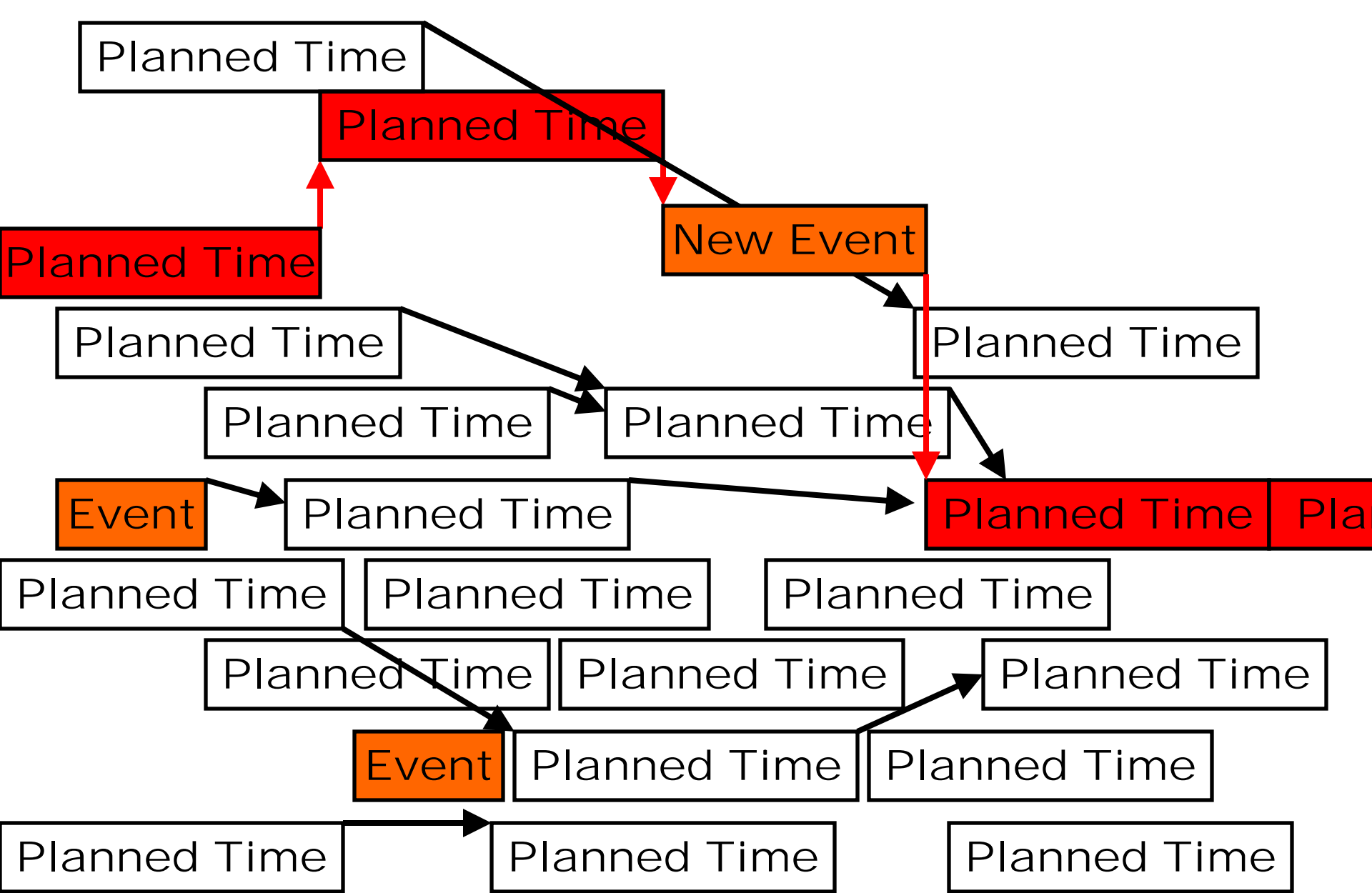
Contract Time

- **Liquidated Damages**

Addressed in Section 00180.50

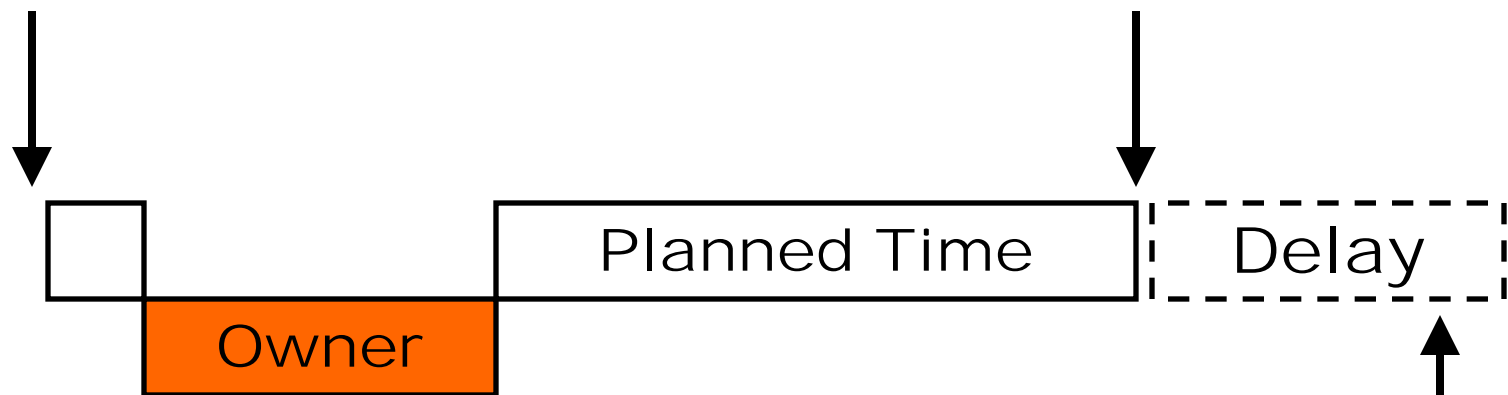
- As soon as the Contractor exceeds the specified contract time for an intermediate completion or the contract completion, assess liquidated damages on the progress estimate.
- **Be sure to issue form 734-3483 "Weekly Statement of Contract Time Charges".**





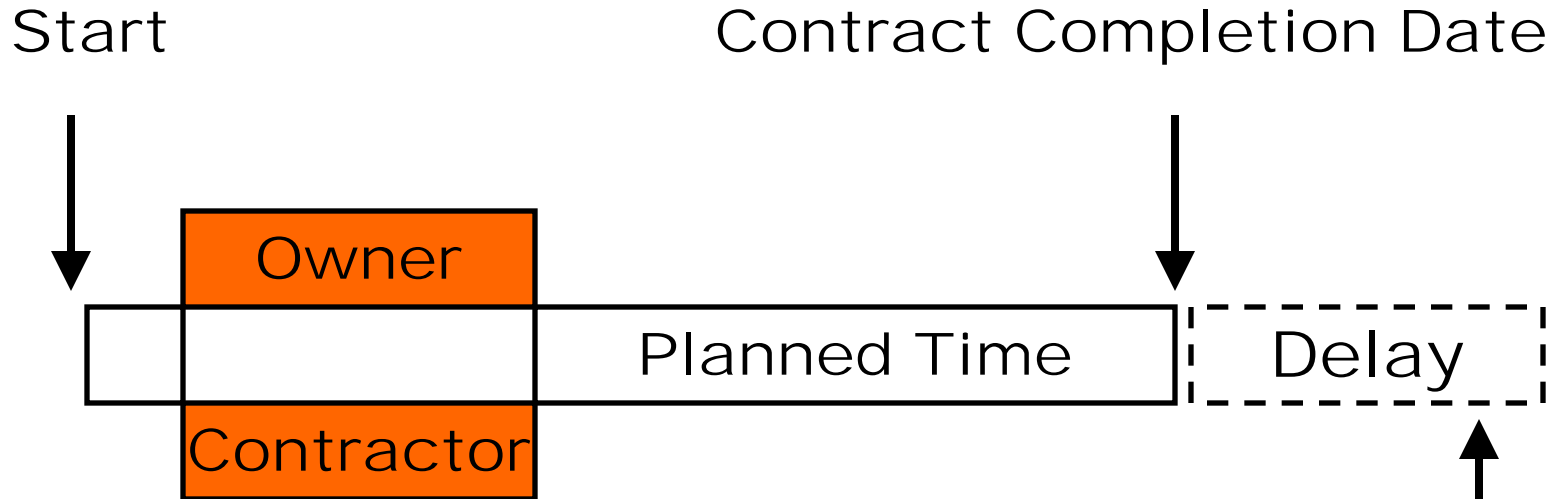
Start

Contract Completion Date



If the source of the Delay is the Owner, the remedy of the delay is for the Owner to grant Contract Time and to compensate the Cost of the Delay. The Owner may find it cost effective to choose to pay acceleration costs.

Contract Time and Cost of the Delay



If there is more than one source of the Delays then the period the Delays overlap is Concurrent. The remedy Concurrent Delay is for the Owner to grant Contract Time and for the Contractor to absorb the Cost of the Delay.

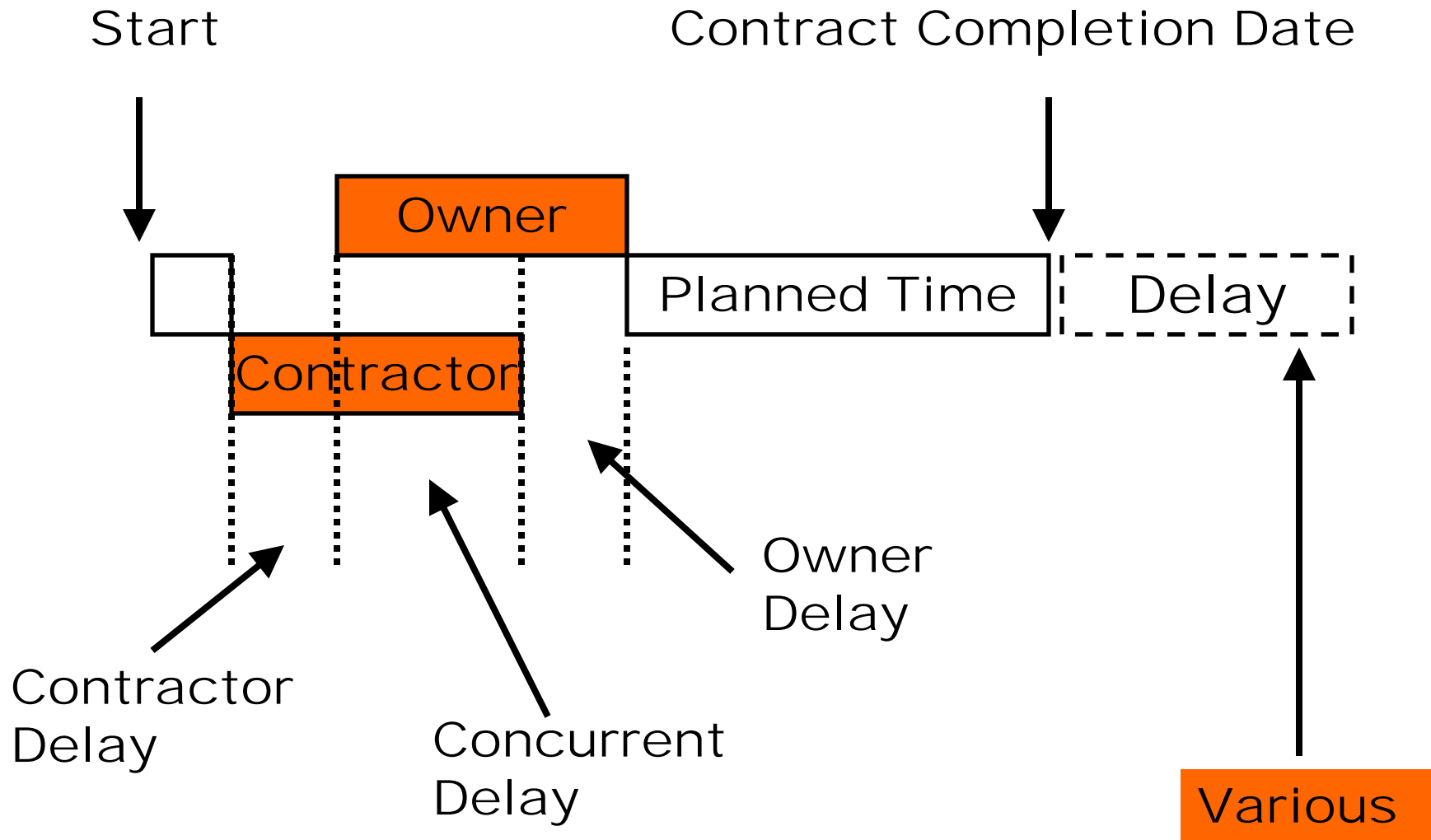
Shared

Delay Events that Overlap

Owner	+	Contractor	=	Concurrent
Owner	+	Excusable	=	Concurrent
Excusable	+	Contractor	=	Concurrent
Owner	+	Owner	=	Owner
Contractor	+	Contractor	=	Contractor
Excusable	+	Excusable	=	Excusable

From a financial viewpoint :

$$\text{Excusable} \sim \text{Concurrent}$$



Key Points

- Time is Money
- Critical Path
- Delays
 - Weather – Excusable
 - Concurrent
 - Owner
 - Compensation / Acceleration
 - Contractor
 - Liquidated Damages
- Authority to Grant Time

Disagreements, Disputes & Claims

“Claim” is not a dirty word in highway construction. Much of our work occurs below existing ground level, so we are going to encounter some unknown situations. Similarly, we may not have fully addressed the impacts of the project on traffic, local events, etc. during project development. We hope that the issues can be resolved while they are just disagreements.

If we require the Contractor to do things beyond those in the project as bid, we should pay the additional costs and modify contract time as appropriate.

Claim Process

Contract Specification 00199

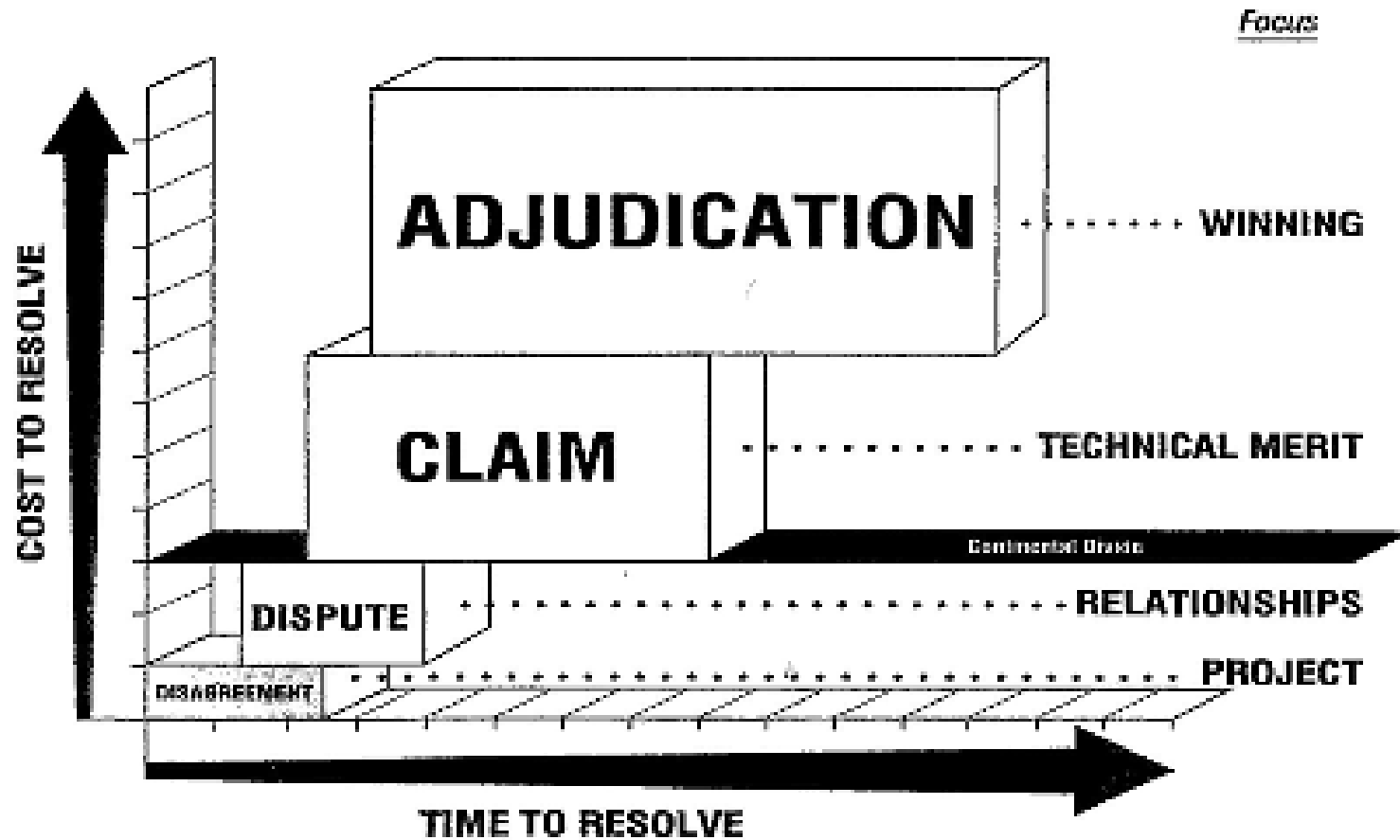
- PM Decision
- AM Decision
- CAE Decision
- Arbitration \$25K / CRB \$250K
- Litigation
- Mediation



Disagreements, Disputes, Claims

Disagreements are not uncommon on construction projects. Why?

- Work is often hidden under the ground
- Work may not be as anticipated.
- Plans may not work as well as anticipated when applied to actual site, traffic, utilities, etc.
- Changes always have the potential for disagreement.
- Interpretation of contract language always has the potential for disagreement.
- Disagreements are not that uncommon but if they are not resolved early and objectively, they can turn into a grueling and expensive experience.



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FIGURE 8.5 STAGES OF DISPUTE RESOLUTION

CLAIMS

- Specifications
- Review of 2008 version of 00199.30(b)
- When You Receive a Claim
- In-depth review of Claim
- Decision Letter
- Claim Hearing
- Claim History
- Claim Settlement History

SPECIFICATIONS – CLAIMS

Background

- Contractors - ODOT takes too long to resolve claims
- ODOT - claims poorly organized; lack substantiating documentation; story changes as claim escalates
- 2008 spec committee for 100's
- 00199.30 – new, required claim format
- Some 2007 projects have this new spec

2008 CLAIM Specifications 00199.30(b)

00199.30(b) *“To be considered, claims ... shall be submitted according to 00199.30 and shall be submitted with the required information and in the format below and labeled as required below for each claim issue:”*

- Shall be submitted according to... (no options)
- With the required information
- In the format below
- Labeled as required
- For each claim issue

Don't waive any of this, get what is required!

2008 CLAIM Specifications 00199.30(b)

00199.30(b) Claim Format:

- Part 1: Executive Summary, pg 1.1 – 1.n
- Part 2: Copies of Contract Specs that support claim, pg 2.1 – 2.n
- Part 3: Theory of Entitlement, pg 3.1- 3.n
 - DSC, Type 1
 - Required to perform contrary to specifications
- Part 4: Itemized list of claimed amounts, with explanation, documents to arrive at claimed value. pg 4.1 – 4.n

2008 CLAIM Specifications 00199.30(b)

00199.30(b) Claim Format

- Part 5: Additional Contract Time requested, pg 5.1 – 5.n
- Part 6: Copies of actual expense records, pg 6.1-6.n
 - Detailed records, total to exact claimed amount
 - Either 100% actual costs or 100% force account basis
- Part 7: Additional supporting documents pg 7.1 – 7.n
 - Dailies, photos, manuals, etc
- Part 8: Prime evaluation of sub, supplier claim; pg 8.1- 8.n
 - Prime's separate analysis and evaluation (entitlement)
 - Prime's separate analysis and evaluation (damages)

2008 CLAIM Specifications 00199.30(b)

00199.30(b) Claim Format

- Part 9: Certification of validity of facts and costs;
pg 9.1 – 9.n
 - Does the submitted Certification match the proper wording?
 - Have the right people signed it?
 - Has it been countersigned by a person authorized to execute CCO's on behalf of the Contractor?

WHEN YOU RECEIVE A CLAIM

1. IS IT A CLAIM? Check for minimums.

- Check your specifications – is it in right format?
- Is it properly “certified”? Word for word; appropriate signatures.
- Prime’s responsibility for subcontractor’s claim.
- Other apparent significant deficiencies?

Without the bare minimum requirements, its not a claim and we do not accept it as a claim.

- Difference between reject as a claim (didn’t follow 00199 contract requirements, not treated as claim)
- Deny the claim – claim followed the technical steps of the contract, just no entitlement, can be escalated.

WHEN YOU RECEIVE A CLAIM

2. ACKNOWLEDGE RECEIPT IN WRITING.

- If doesn't pass #1 above, reject the claim with the reasons why
- If it does pass #1,
 - Respond that you received their submittal on (date),
 - Note any known deficiencies from quick review,
 - Provide your timeline for your review,
 - Remind contractor that you may be asking for additional information.

WHEN YOU RECEIVE A CLAIM

3. PRESERVE ORIGINAL CLAIM

- Make two exact copies of the claim, marked 'copy'.
 - One is the PM's working copy
 - One sent to CAE with transmittal letter
 - (claims database)
 - Original claim into file (untouched)
- Treat subsequent contractor provided additional information the same way-
 - Respond to submittal as you did in #2 above.
 - original additional submittal into file, working copy, CAE copy w/ transmittal
- Build Separate Claim file, Correspondence in, Correspondence out.

WHEN YOU RECEIVE A CLAIM

- After completing steps 1,2 and 3 from above:
 1. Determine it meets requirements of a claim
 2. Acknowledge receipt in writing
 3. Preserve the original claim, establish claim file
- Perform In-depth review of claim
- Follow the format in 00199.30(b)
- **PM Decision letter** should follow the same claim format
- Decision letter has two audiences – Contractor and reviewer at next step.

In-depth review of the Claim

1. **Review Contractor's Executive Summary**

- Do you agree or disagree with the basic story?
- List the things you disagree with in the Executive Summary.
- Comment on when 'Notice of Protest' was received.
- Comment on any previous offers to settle this item that have been made.
- Reference your response from 00199.20(f) to the Notice of Protest. Attach copy

In-depth review of the Claim

2. Review the Contractor provided Specifications.

- Are the specs even included?
- Does claim explain why / how these specs apply?
- Do you agree they apply?
- Do you agree they support contractor's position?
- Are there other specifications that also apply or take precedence?
- Attach copies of any other specs that support your position.

In-depth review of the Claim

3. Review the Theory of Entitlement

- This item should lock in the claim issue so it doesn't change with time.
- PM needs to ask enough questions to narrow this down
- Example: Claim says Differing Site Condition.
 - Q: is this a Type 1 or Type 2 DSC?
 - Q: if Type 1, what exactly in the Contract Documents was represented differently from what was discovered?
 - Q: What exactly are the subsurface or latent physical conditions that differ?

In-depth review of the Claim

4. Review the Itemized list of claimed amounts.

- Require contractor to specifically disclose which are actual costs and which are estimated costs.
- Itemized costs should total to claim amount
- Note differences between what Agency records indicate for costs and the claim
- If possible, provide cost summary from Agency's records

In-depth review of the Claim

5. Additional Contract Time requested.

- Does claim include copy of schedule in effect when delay event took place?
- If Agency caused, does claim explain unreasonable acts or omissions of Agency?
- Does claim explain how the event impacted critical path work?
- Does claim state start and stop dates of delay?
- Discuss previously noted schedule deficiencies, comment on schedule updates, contractor delays
- Were there concurrent or excusable delays also?

In-depth review of the Claim

6. Review copies of actual expense records

- Detailed records, total to exact claimed amount
- Force account establishes rates and procedures, still need records of hours, material cost billings, rental invoices
- Just because it's a piece of paper doesn't mean its self-explanatory
 - does contractor need to add narrative so everyone knows what it is and how it applies?

In-depth review of the Claim

7. Additional supporting documents.

- Comment on the material the contractor has included.
- Is there other information that is being ignored?
- Include other relevant documentation in your decision letter.

8. Review Prime's evaluation of sub's claim.

- Separate analysis and evaluation of entitlement
- Independent review of damages

9. Certification of facts and costs.

- Does it match proper wording?
- Properly signed and countersigned?

Decision Letter

- Decision letter: Comment on each format topic;
 - comment on Contractor's position
 - Provide PM's position on each format topic.
- Decision letter should discuss:
 - One claim item at a time. Each item separate.
 - Has Second Note been issued? Where are we in the progress of the project?
 - Comment on 'Notice of Protest'.
 - When was it received?
 - Did it follow requirements of 00199.20(b)
 - How does this claim match the Notice of Protest?
 - Was there additional information submitted after the original claim?

Decision Letter

- When was claim meeting held
 - Hold separate ‘claim meeting’?
- Who attended for Contractor, Agency, others
- This letter is the PM’s claim decision
- You are only making a settlement offer, not finding entitlement. Withdraw offer if escalated to next step.
- Reference to right to escalation (10 days in writing to PM)

Claim Hearing, Step 1/2

When Contractor has escalated the claim

- Show and Tell time for the PM!
- Make a presentation / Sell your story
- Assert your position / Rebut the Contractor's position and presentation
- Photos, Timeline
- Consider this a practice run for telling your story to an Arbitrator or a Claim Review Board

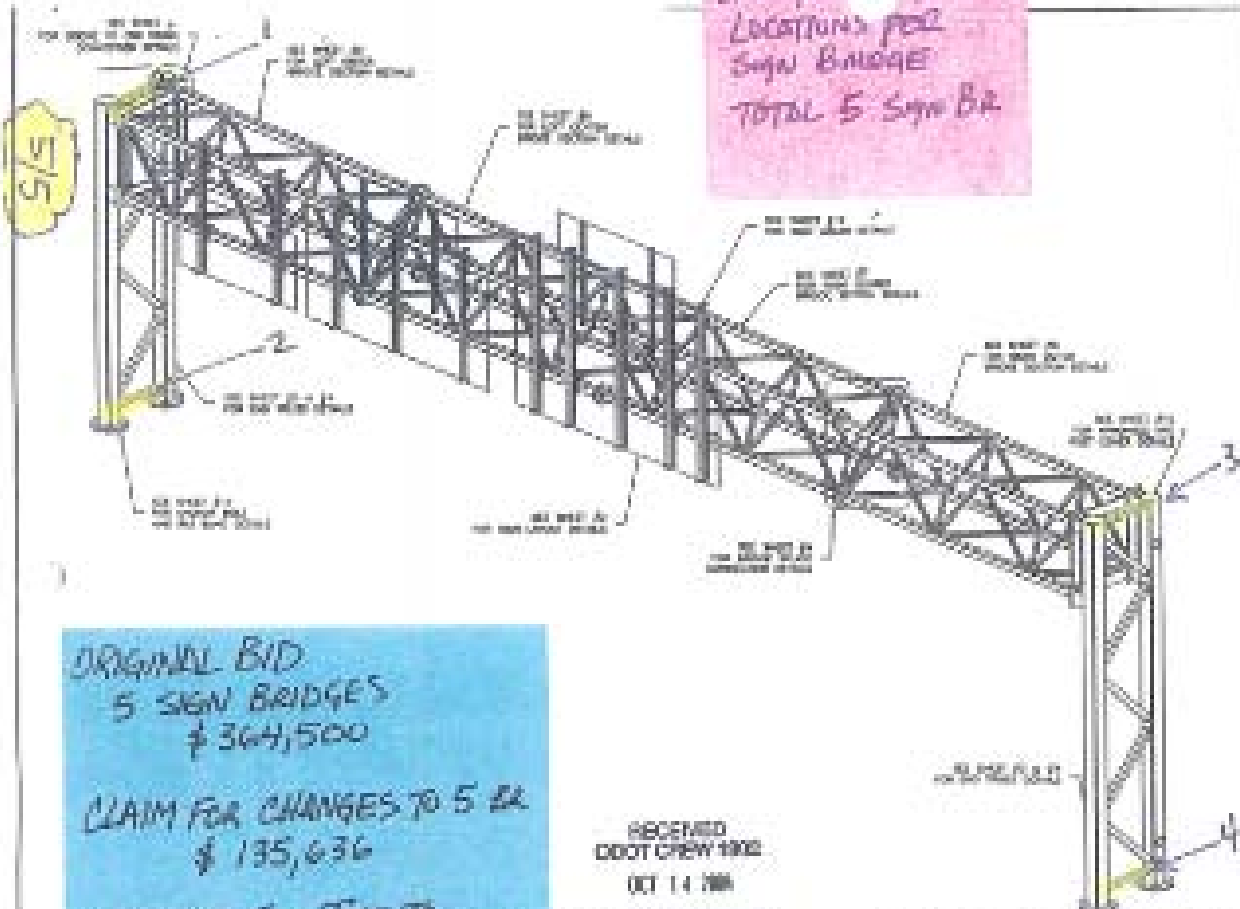
Claim Hearing, Step 1/2

Prepare position paper for each claim issue

- Current claim amount / number of days claimed
- Overview of Entitlement and Costs as Claimed
- Problems with Entitlement
- Overview of Costs as Claimed
- Problems with Costs
- Summary, Conclusions, Review of PM denial or settlement offer
- Provide good supporting documents,
 - highlights, page numbers,
 - notes on why page is important, what does it tell
- Provide your evidence plus state your conclusions!

Claim Hearing

CHANGES 4
LOCATIONS PER
SIGN BRIDGE
TOTAL 5 SIGN BR



- NOTES:**
- 1) ALL DIMENSIONS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED.
 - 2) THE BRIDGE SHALL BE CONSTRUCTED TO BE A PERMANENT STRUCTURE.
 - 3) THE BRIDGE SHALL BE CONSTRUCTED TO BE A PERMANENT STRUCTURE.
 - 4) THE BRIDGE SHALL BE CONSTRUCTED TO BE A PERMANENT STRUCTURE.
 - 5) THE BRIDGE SHALL BE CONSTRUCTED TO BE A PERMANENT STRUCTURE.
 - 6) THE BRIDGE SHALL BE CONSTRUCTED TO BE A PERMANENT STRUCTURE.
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 - 10) THE BRIDGE SHALL BE CONSTRUCTED TO BE A PERMANENT STRUCTURE.
 - 11) THE BRIDGE SHALL BE CONSTRUCTED TO BE A PERMANENT STRUCTURE.
 - 12) THE BRIDGE SHALL BE CONSTRUCTED TO BE A PERMANENT STRUCTURE.
 - 13) THE BRIDGE SHALL BE CONSTRUCTED TO BE A PERMANENT STRUCTURE.
 - 14) THE BRIDGE SHALL BE CONSTRUCTED TO BE A PERMANENT STRUCTURE.
 - 15) THE BRIDGE SHALL BE CONSTRUCTED TO BE A PERMANENT STRUCTURE.

WEST MAIN HIGHWAY BRIDGE
BRIDGE #18002 HWY 47 @ M.P. 66.75
MC 281 CORNELL ROAD @ M.P. 217
(UNAVENUE) SECTION
SUNSET HIGHWAY, WASHINGTON COUNTY

ORIGINAL BID
5 SIGN BRIDGES
\$ 364,500

CLAIM FOR CHANGES TO 5 BR
\$ 135,636

CHANGING FROM TUBE TO
DOUBLE ANGLE IN 4 LOCATIONS
PER SIGN BRIDGE
CLAIM IS 37% OF ORIG. BID

RECEIVED
DDOT CREW 1902
OCT 14 1988

PROJECT NUMBER

Ref Sheet 64122 and Sheet 2011

NO.	DESCRIPTION
1	CONCRETE
2	STEEL
3	WOOD
4	PAINT
5	LABOR
6	TRAVEL
7	TESTING
8	INSURANCE
9	PERMITS
10	UTILITIES
11	DEMOLITION
12	FOUNDATION
13	CONCRETE
14	STEEL
15	WOOD
16	PAINT
17	LABOR
18	TRAVEL
19	TESTING
20	INSURANCE
21	PERMITS
22	UTILITIES
23	DEMOLITION
24	FOUNDATION
25	CONCRETE
26	STEEL
27	WOOD
28	PAINT
29	LABOR
30	TRAVEL
31	TESTING
32	INSURANCE
33	PERMITS
34	UTILITIES
35	DEMOLITION
36	FOUNDATION
37	CONCRETE
38	STEEL
39	WOOD
40	PAINT
41	LABOR
42	TRAVEL
43	TESTING
44	INSURANCE
45	PERMITS
46	UTILITIES
47	DEMOLITION
48	FOUNDATION
49	CONCRETE
50	STEEL

3002	DESCRIPTION: SEE THE PLAN AND SPECIFICATIONS CONTAINED IN THE ORIGINAL AND PROPOSED CHANGES TO THE ORIGINAL SPECIFICATIONS AND CONTRACT DOCUMENTS. ALL DIMENSIONS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED.	QUANTITY: 1.00	UNIT: PER SIGN BRIDGE	PRICE: \$135,636.00	TOTAL: \$135,636.00
3003	DESCRIPTION: SEE THE PLAN AND SPECIFICATIONS CONTAINED IN THE ORIGINAL AND PROPOSED CHANGES TO THE ORIGINAL SPECIFICATIONS AND CONTRACT DOCUMENTS. ALL DIMENSIONS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED.	QUANTITY: 1.00	UNIT: PER SIGN BRIDGE	PRICE: \$364,500.00	TOTAL: \$364,500.00



SIGN BRIDGE



Disagreements, Disputes & Claims

• <u>00199.40</u> - PM Decision	199.40(a)
AM Review of Decision	199.40(b)
CAE Review of Decision	199.40(c)
CRB or Arbitration	199.40(d)
Litigation	199.40(e)
-Mediation	
-Circuit Court	
-Appellate Court	
-Supreme Court	

Decisions are based on the facts.

Good Documentation = Good Decisions

FINAL DOCUMENTATION

- **Topic**

- 2nd Notice to Final Payment

- **Key Points**

- 2nd Notification
- Resolve outstanding issues quickly.
- Missing documents and claims are not cheese and wine and do not get better with time.
- The job isn't over until the paperwork is done!

- **Topic**

- 3rd Notice to Final Payment
- Final Payment

- **Key Points**

- 3rd Notification – Contract Related
- Do not penalize Contractor for Project issues that are not a part of fulfilling Contract requirements.
- Is Final Payment THE last payment ?

Submittal of Final Project Documentation

When all work on the project is completed, and second notification has been issued, the [goal](#) is that all documentation is complete and the project is ready to be submitted to Contract Administration.

In an effort to reduce the storage space required, compile and submit documentation only in pads. Do not submit documentation in 3-Ring binders or legal sized file folders. Archive boxes are letter sized.

**Submit the quality and quantity documents in separate pads,
but as a complete package consisting of the following:**

Transmittal Letter (Listing the documentation being submitted)

Local Agency Letter of Acceptance

Quantity Documentation

Quality Documentation

Price Adjustments (Quality and Quantity Adjustments in Separate Pads)

Original Daily Reports, Diaries, Erosion Control & TP&DT Reports

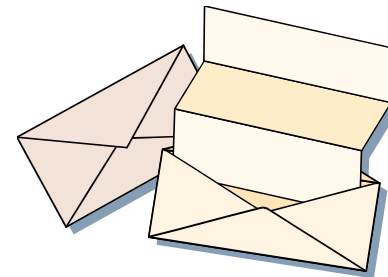
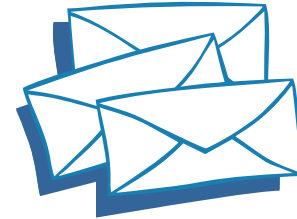
Documentation Review Report (DRR)

Final Materials Certification (FMC)

Foreign Steel Summary

Test Summary

Final Quantity Ledger and Progress Estimate



FINAL MATERIALS CERTIFICATION

PROJECT NAME (SECTION) SOUTH STEPHENS PARKWAY - LANE AVE.		CONTRACT NUMBER C12000	
HIGHWAY Highway 99	COUNTY DOUGLAS	F.A. PROJECT NUMBER X-STP-2000(9)	
<p>The sampling, testing, and inspection of materials closely conformed with the specifications and established procedures. Any exceptions are listed on an attached Documentation Review Report, form 734-1903.</p> <p>The results of the sampling, testing, and inspection indicate that the materials and construction work are in close conformance with the specifications. Bonus payments and price reductions are listed below.</p>			
BY: PROJECT MANAGER	DATE	BY: REGION ASSURANCE SPECIALIST	DATE
<i>James F. Manager</i>	5-1-02	<i>John J. Specialist</i>	5-1-02
ITEM NUMBER	DESCRIPTION	AMOUNT	
6240	LEVEL 4 DENSE HMAC, Lot 1, CPF 1.0299	\$6,599.00	
6240-A	LEVEL 4 DENSE HMAC, Lot 2, CPF 1.0129	\$2,387.00	
6240-B	LEVEL 4 DENSE HMAC, Lot 4, CPF 0.998	(\$2,480.00)	
6150	STR. CONCRETE, CL 30 - Missing Concrete Cylinder Tests	(\$195.00)	
CCO 4-B	BRIDGE RAIL, Failing Zinc Coating	(\$265.00)	
<p>DISTRIBUTION:</p> <p>Construction Region Assurance Specialist Project Manager</p>			

Final Materials Certification



Victor F. Rhodes
Director

Eileen Argentina
Information Technology

Dick Steinbrugg
Finance

Laurel Wentworth
Planning

Jeanne Nyquist
Maintenance

Toby Widmer
System Management

Brant Williams
Engineering & Development

Charlie Hales, Commissioner
1120 S.W. 5th Avenue, Suite 800
Portland, Oregon 97204-1914
(503) 823-5185
FAX (503) 823-7576 or 823-7371
TDD (503) 823-6868

February 4, 2002

Mark Foster
ODOT Region I Local Government Liaison
Oregon Department of Transportation
123 NW Flanders St
Portland OR 97209

Re: **Whitaker Slough Bridge (Portland) Section – Contract #12540**
FAP# X-TEA-5900(121) – Letter of Acceptance

Dear Mark:

This is to certify that Capital Concrete Construction, the prime contractor on the above contract, has satisfactorily completed all work on the Whitaker Slough Bridge according to the contract plans and specifications.

All materials and workmanship by the contractor and subcontractors were delivered, assembled, installed and accepted per the requirements of the City of Portland and the Oregon Department of Transportation. The City of Portland has assumed maintenance and operating responsibility for all roadwork completed under this contract.

Paul M Gornick
Contract Manager
Portland Office of Transportation

Steve Townsen, PE
Senior Construction Manager
Portland Office of Transportation

C: Steve Berg, BOM

Q:\III_Const\Odot\C-12540 - Whitaker Slough Br\Correspondence\ODOT\Acceptance_Letter.doc

Local Agency Acceptance Letter



DOCUMENTATION REVIEW REPORT

PAGE 1 OF 5

PROJECT NAME (SECTION) Larson Slough Bridge		E.A. CON 01631	CONTRACT NUMBER C12557	
PROJECT MANAGER Ray Cranston / BRW		SECOND NOTIFICATION DATE 10/15/2001	THIRD NOTIFICATION DATE	REGION 3
ITEM NO.	Item name and comments, unresolved details, and exceptions to the Final Materials Certification, form 734-1979 or unresolved quantity issues.	DATE RESOLVED (PM)	RAS CONCUR DATE/INITIAL	
	Attached is my 3 page final quantity/quality review for this project performed on 11/7/2001. Paul C. Anello 11/27/2001			
0110	Permanent Seeding and Mulching The table under Special Provisions 00280.10(a-2) requires all seed to be "Oregon Certified Seed". The seed tag listed 3 types used from out of state.	Exception	11/7/01 PCA	
	Need Paynotes for the following Contract Change Order Items:			
4001C	Add Item - Class 25 Concrete	Complete	4/3/02 PCA	
4002A	Extra for Structural Concrete, Class 25	Complete	4/3/02 PCA	
4002B	Extra Shoring and Cribbing	Complete	4/3/02 PCA	
4002C	Extra Structural Excavation	Complete	4/3/02 PCA	
4002D	Extra Granular Structural Backfill	Complete	4/3/02 PCA	
4003A	Sheet Piles Wingwalls	Complete	4/3/02 PCA	
4004A	Extra for Disposal of Creosote-Treated Timber from Existing Bridge	Complete	4/3/02 PCA	
4003A	Sheet Piles Wingwalls Need CMO and Quality Compliance Certifications for the Sheet Piles used. Cert list steel from Dortmund Germany Need to list on "Foreign Steel Summary"	4/19/02	4/19/02	
0470	Tidegate Door Installations Need COM CMO and Quality Compliance Certifications for the stainless steel doors from Armtec. Even though the Contractor did not pay for these, the FHWA is now requiring these documents. <u>Foreign Steel</u>	4/19/02	4/24/02	
I RECOMMEND ACCEPTANCE OF THE DOCUMENTATION		% COMPLETE 100%		

PROJECT MANAGER <i>R. Cranston</i>	DATE 4/24/02	REGION ASSURANCE SPECIALIST (REVIEWED) <i>Paul C Anello</i>	DATE 4/24/02
<input checked="" type="checkbox"/> COMMENTS ATTACHED			

Final DRR Signed Off By Both The Project Manger And The RAS

Document Distribution

The Project Manager should distribute the following documents prior to project submittal:

Labor Compliance - To Office of Civil Rights Field Representative

As Constructed Plans - Distribute according to Sec 12-H of the CM

Project Narrative - Distribute according to Sec 37-4 of the CM

Project Photography - Do not submit. Retain in PM files.

Force Order Work Completion Notice - Email to Contract Payment Specialist, CS

Warranties & Guarantees - Submit to appropriate District office

Final Processing

Upon receipt of the final project documentation, the Contract Administration Unit will:

- Accept and archive the final documentation
- Accept the project, within their delegated authority
- Make the required changes to the final project quantities and process final payment to the contractor
- Perform a cursory review of the project documentation to assure that periodic reviews have been adequately performed and that practices are being done uniformly statewide.

Additional Payments after Final Project Documents Submitted

If additional payments are made to a contract after the final documentation has been submitted (i.e. Plant Establishment quarterly payments), the Project Manager shall:

- Enter the payment into CPS and perform a standard upload. Notify Contract Services that the upload has been initiated.
- Forward all quality and quantity documentation required to the RAS for review.
- The RAS will forward the documentation to the Doc. Compliance Specialist for processing and archiving with the original project documentation.

Request for Release of Subcontractor Retainage

If the PM receives a Request for Release of Subcontractor Retainage under Sec 00195.50(d), (s)he shall follow the processing guidelines under Section 37-7 of the Construction Section.

Some points to remember when processing a release of retainage request are:

- Documentation submitted with the request is treated as a “mini” project submittal, and the guidelines under Section 37 of the Construction Manual apply.
- There is a maximum of 60 days from the date the request is received until retainage is released before interest is due.
- Quantities on which retainage is released are considered **FINAL** and will not be adjusted at a later date.
- Be sure to forward copies of the request to the Civil Rights Field Rep., RAS and Contract Administration at all stages of the processing.

Points of Interest (Final Documentation Submittal)

- If the project has plant establishment, the PM should monitor the progress, submit the periodic establishment payments, and acquire the final certified payrolls.
- The timeline goal for second notification date to submittal of the Q&Q Documentation is 60 DAYS (excluding projects with plant establishment periods).



