



## **CHAPTER 15**

# **CONTRACT CHANGE ORDERS / FORCE ACCOUNT / WORK BY OTHER FORCES**

In the administration of ODOT's construction Contracts, we rely on the definition provided by Subsection 00110.20 of the Standard Specifications.

### **15-1 Contract Changes, Additions, Work by Others**

Contract Change Orders are changes to a legal document (the Contract between the Contractor and the Agency) and are themselves legal documents. Once a Contract 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 have precedence over all other Contract Documents (00150.10(a)).

The Agency or the Contractor may initiate Contract Change Orders. Contract changes have many causes that affect the Work. The Agency Representative (Resident Engineer, Resident Engineer – Consultant Projects, Transportation Project Manager) or Non-Agency Representative (Consultant Project Manager, Local Agency Project Manager), hereafter collectively referred to as Project Representative, 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 Pay Item, then it may be noted as incidental to another item. Among the most common changes affecting Work are:

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

### **Types of Contract Change Orders**

Three types of Contract Change Orders, hereafter collectively referred to as Orders, may occur on a Project:

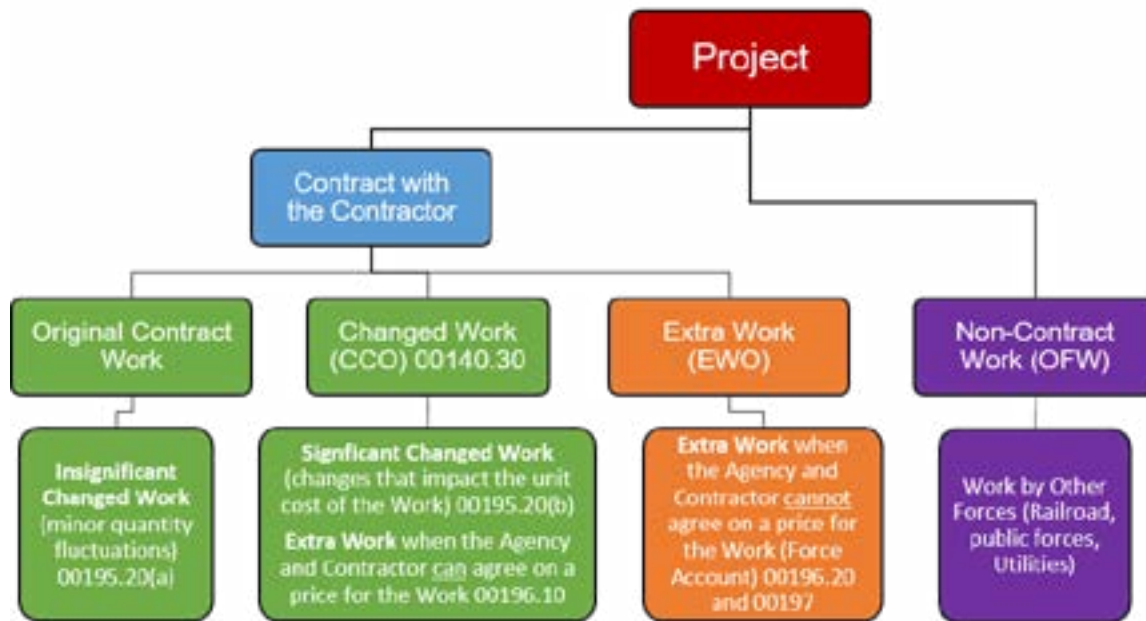
- Contract Change Order (CCO)
- Extra Work Order (EWO)
- Order for Force Work (OFW).

## **15-2 Definitions of Types of Work**

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

- A. Original Contract Work
- 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

Contract Work is Work done in accordance with the existing Contract. Contract Work is Pay Item Work listed in the Schedule of Items and all associated incidental Work.

In general, variations in the estimated Pay Item quantities are considered Additional Work paid for at the Contract unit prices.

### B. Changed Work (Insignificant and Significant)

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

The Project Representative 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 Project Representative will meet with the Contractor and discuss the change. It is also very important that the Project Representative 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. This discussion is necessary to make sure both parties understand the scope of Work and it improves the ability to develop the cost estimate for the Changed Work.

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

- **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. If the change is to a lump sum item with estimated quantities listed in the Special Provisions, the change is paid at a theoretical unit price [Refer to Chapter 12E – Adjustments to Lump Sum and Other Items]. If the change is to unit priced Work, the change is paid at the Pay Item price. A CCO is not required to document these insignificant changes.

If the change is to a lump sum Pay Item with estimated quantities listed in the Special Provisions, the Project Representative may adjust the lump sum amount by deleting the entire lump sum Bid Item by CCO and adding a new Pay Item on the same CCO for the lump sum item at a revised price.

- **Significant Changed Work**

As addressed in Subsection 00195.20(b), Significant Changed Work includes any Agency-required changes to the Work that will significantly alter the character, unit cost, or lump sum cost of the Work. Substantial changes in quantity may be considered a significant change to the Work.

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

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 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 to or subtracted from the original unit price to establish the price of the Changed Work.

Minor quantity variations are generally considered Insignificant Changed Work and paid at the Pay Item price. However, 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%:

| <b>Standard Specifications</b>          | <b>2018</b> | <b>2021</b> |
|---|-------------|-------------|
| Temporary Removable Tape                | 00225.93(g) | 00225.90(c) |
| Temporary Non-Removable Tape            | 00225.93(h) | 00225.90(d) |
| Temporary Non-Reflective Tape           | 00225.93(i) | 00225.90(e) |
| Temporary Striping                      | 00225.93(j) | 00225.90(f) |
| Temporary Pavement Bars                 | 00225.93(l) | 00225.90(h) |
| Bar Removal                             | 00225.93(o) | 00225.90(k) |
| Flaggers                                | 00225.98(a) | 00223.90(a) |
| Traffic Control Supervisor              | 00225.98(b) | 00223.90(b) |
| Pilot Cars                              | 00225.99    | 00223.90(d) |
| Pedestrian Transport Vehicle            | -----       | 00223.90(e) |
| Watering Limited to 125%                | 00340.91    | 00340.91    |
| BPA Safety Watchers (boilerplate)       | 00225.98(a) | 00223.90(h) |
| Railroad Flagger (boilerplate)          | 00225.98(b) | 00223.90(g) |
| Tow Truck (boilerplate)                 | -----       | 00223.90(i) |
| Extra for Hand-Dug Guardrail Post Holes | 00810.90(j) | 00810.90(j) |

If the Project Representative determines the unit price of the above items 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 Project Representative determines that the Contract unit price exceeds the value of the Work, payment for the Additional Work is made according to Section 00196, with the exception of Watering for which payment for the Additional Work is made according to 0095.20. A CCO is needed to establish a new unit price for the additional quantities. [Refer to Chapter 12D – Quantities.]

### **C. Extra Work**

Extra Work is Work that is not included in the Contract, but deemed by the Engineer to be necessary to complete the Project.

00140.60 and Section 00196 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 limited by the definition of Extra Work.

An example is on a pavement preservation Project, a collapsed culvert is discovered and ODOT District Maintenance is requesting it to be

replaced, but there is no culvert or storm sewer Work on the Project. The Engineer has determined the repair or replacement is necessary prior to wearing course paving to complete the Project. This would be considered Extra Work.

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

- If the Extra Work is quantifiable, the Project Representative should attempt to negotiate a price for the Extra Work according to 00196.10 and process a CCO. If negotiating a CCO, justify and include the cost estimate with the Order Supporting Data form.
- If the Project Representative cannot quantify or negotiate a price for the Extra Work, the Project Representative must process an EWO, to be Performed on a Force Account Basis according to 00196.20. Refer to Chapter 12G - Extra Work Performed on a Force Account Basis for a discussion on payment for Extra Work done under an EWO.
  - Extra Work cannot be ordered with a unilateral CCO. Section 00197 addresses payment and administration of Extra Work Performed on a Force Account Basis.

#### **D. Non-Contract Work or Work Performed by Other Forces (State or Local Agency Forces), Utilities, or Railroad**

When necessary to perform non-Contract Work, the Project Representative shall offer such Work to the Contractor with the exception of Railroad and Utility Work. When Equipment and labor are readily available, 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:

- If it is an emergency, have the Work performed in the most expedient manner possible.
- If it is in the public interest to have public forces perform the Work. The Project Representative must provide a Letter of Public Interest Finding (LPIF)/Cost Effectiveness Finding. (See Section 15-5 Cost Justification.)

## **15-3 Orders (CCO, EWO, OFW) General Requirements**

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

1. Contract Change Order (CCO), form 734-1169. See Section 15-4(a).
2. Extra Work Order (EWO) to be Performed on Force Account Basis, form 734-3208. See Section 15-4(b).
3. Order for Force Work (OFW), form 734-1105. This document was previously referred to as a Force Order (FO) or State Force Order (SFO). See Section 15-4(c).

All Orders require the Order Supporting Data form. The required Order supporting data information is further discussed in Section 15-6 to Section 15-7. Mark all attachments with the corresponding Pay Item number(s) (e.g., Attachment 40##A) and all supporting data with the corresponding Pay Item number(s) (e.g., Supporting Data 40##A – 40##C).

Organize Attachments in this standardized order (as applicable), by Pay Item(s):

1. Specifications
2. Revised Plan Sheets
3. Product Info / Cut Sheets
4. Correspondence
5. Other

Organize Supporting Data in this standardized order (as applicable), by Pay Item(s):

1. Narrative (if information is too large to fit on Order Supporting Data (Page 1))
2. Engineer's Estimate
3. Contractor's Quote
4. Internal Correspondence
5. External Correspondence
6. Daily Progress Report
7. Other

For all Projects Awarded under any alternate contracting method such as Design-Build, CM/GC or A+B, etc., the draft 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 Order (CCO and EWO) review with DOJ as necessary for legal sufficiency and return any comments, questions and/or concurrence back to the Project Representative.

The Project Representative must also obtain the approval of FHWA in accordance with Chapter 3-2 Delegation of Authority for Orders (CCO, EWO, OFW) on all Projects. Orders on all Projects using an alternate contracting method such as Design-Build, CM/GC, A+B, etc. have additional approval criteria.

Some types of changes to the Contract Work will require consultation and/or approval from one or more Professionals of Record (POR) or Technical Resources (TR). Refer to the Technical Resource List. When necessary, obtain stamped design documents (Plans) from the POR that become part of the Order. 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 included with the Order Supporting Data. The Project Representative must list all POR/TR contacts on the Order Supporting Data form.

The Project Representative must prepare and submit each Order before the affected Work begins. If the Work must begin before the Order is approved, the Project Representative must obtain proper verbal approval to allow the Work to start. [Refer to Chapter 3 – Delegation of Authority.] The Project Representative must record the prior approval on the Order Supporting Data form. In those rare instances when Work begins prior to the Order, the Project Representative must give detailed written instructions to the Contractor, and must prepare and submit the Order soon thereafter.

The Project Representative shall obtain the necessary approvals, including the signature of the Contractor or local governments when needed. All Orders are routed through the Agency Representative for review and signature.

Once a complete, signed Order, including Supporting Data, is received by the CAU, the Order will be reviewed for final approval. Each Order must be signed by the CAE to be fully executed. Once executed, the Order will 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 prompt payment on the Order, the Agency may be responsible to pay late payment interest. Such interest is not eligible for FHWA participation. [Refer to Chapter 26 - Prompt Payment / Claims Against Contractor's Bond.]

### **A. Contract Change Order (CCO)**

CCOs are primarily used to implement significant changes to the Contract or to compensate the Contractor for Extra Work at an agreed price.

The Project Representative will prepare a CCO when negotiations have established a price for Changed Work or Extra Work, or if the Project Representative must order Changed Work and needs to make payment with an equitable adjustment. (See Section 15-3 Definitions of Types of Work earlier in this Chapter.)

If the Contractor does not sign the CCO for Changed Work, it can be processed as a unilateral CCO by indicating "unilateral" in the Contractor's signature block. Include why the Contractor would not sign it on the Order Supporting Data form. If the price for Extra Work cannot be negotiated, the Extra Work cannot be ordered with a unilateral CCO.

CCOs should contain the following information on Page 1 or on attachments referenced on Page 1:

- 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. Include Plan sheet changes as no cost Pay Items on the CCO. Plan sheet line items can be grouped by:
  - Sheets with the same specification section (bridge, traffic, etc.)
  - Sheets with same reason code for the change (design errors, etc.)
- Specifications (If the Specifications cannot fit on the CCO form, reference the specification in the CCO and attach a copy.)
  - Include specification changes as individual no cost Pay Items on the CCO.
- A line for each Pay Item. In CPS, number CCO Pay Items as follows:
  - If only one Pay Item: 40## (where ## is the two digit CCO number)

- If 2 to 26 Pay Items: first CCO Pay Item is 40##A (where ## is the two digit CCO No. and A is a letter identifier from A through Z)
- If >26 Pay Items: first CCO Pay Item is 4##AA (the zero next to the 4 is removed and where ## is the two digit CCO No. and AA is a two letter identifier – AA, AB, ... AZ, BA, BB, ... BZ, CA, etc.)
- Effect on Contract Time / Liquidated Damages:
  - 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), a line item on the CCO will need to be added for each completion date impacted and the number of Days added for each completion date needs to be listed on page 1 of the CCO to comply with requirements from the 2017 Transportation Bill on-time on-budget initiative. Contact the CAU for questions on how to address Contract Time correctly in a CCO.
  - If the additional Contract Time is extending an existing Contract completion date, then no modifications are required to 00180.85 – Failure to Complete on Time; Liquidated Damages. The same liquidated damages will apply to the new completion date.
  - If adding Contract Time in the form of a new Contract completion date or removing a completion date, then liquidated damages for the changes to completion dates will need to be addressed as a line item in the CCO. Identify each completion date as 00180.50(h)(1), 00180.50(h)(2), etc. For Projects bid under the 2018 or later Standard Specifications, the Agency-determined percentages of the value of work need to be listed in the CCO for each modified completion date. Contact the CAU for questions on how to address liquidated damages correctly in a CCO.
  - NOTE: CCO templates available on the [CAU website](#).
- Escalation / De-Escalation:
  - If the CCO adds or modifies an item that may be covered by an escalation/de-escalation provision (00195.10 – Asphalt, 00195.11 – Fuel, or 00195.12 – Steel), Refer to Chapter 12E – Adjustments to Lump Sum and Other Items for additional guidance.

### CCOs for Disputes and Claims:

- For Dispute or Claims settlement language, contact the CAU for assistance.
- Dispute or Claim settlement CCOs may require statutory interest to be added and paid as a separate Pay Item. Contact the CAU for assistance with the interest calculations.

### Cost Reduction Proposal CCOs:

- For Cost Reduction Proposal CCOs,
  - Follow 00140.70(e).
- Review of draft Cost Reduction Proposal CCOs is available from ODOT Value Engineering with feedback available within 1 -2 business days.
- Submit fully executed final copies of Cost Reduction Proposal CCOs to the ODOT Value Engineering program within the Project Development Section.

### **B. Extra Work Order (EWO)**

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 12G - 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:

- 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

The Project Representative is responsible to monitor the amount of Work performed compared to that estimated on the Order as the Work progresses. A new Order is required if the amount exceeds both the estimate and the prior authority approved by the Project Representative.

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

In CPS, the EWO Pay Item numbers are 8XX, etc.

### **C. Order for Force Work (OFW)**

The Project Representative will need to initiate an OFW 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 other forces and used under their direct control.

**If WZLE (work zone law enforcement) needs are identified in construction** (wasn't set up during project development), it is important to note:

- RE will estimate WZLE needs and identify funding (steps 1-4 in 30 step process in workbook).
- RE will notify Region Transportation Safety Coordinator (RTSC).
- RTSCs will communicate WZLE needs with Law Enforcement and set up a WZLE work order (steps 5-14) between ODOT and LE Agency.
  - RTSCs are located on the contacts tab in the workbook link above.
  - Law Enforcement has requested at least 3 weeks advance notice for scheduling resources.
  - RE will follow the post award process (step 15).
- RE will fill out Post-Award LPIF (signed by State Construction & Materials Engineer).
  - RE will request specific WZLE EA / Sub Job set up by STIP Coordinator.
    - \* WZF for projects with federal funding.
    - \* WZS for state-funded projects.
  - RE will execute State Force Order (step 18).
  - Note: These steps are necessary for reimbursing for WZLE correctly.
    - \* Various statutes limit the types of funding used for reimbursing law enforcement (including match requirements that ODOT now covers).
    - \* Program & Funding created specific WZLE sub jobs (WZF / WZS) to set up, track, and report on these WZLE funding sources.

**Once WZLE is identified and set up** (work order, WZLE EA / Sub Job):

- RE will communicate with LE (steps 17-21).
  - RE will invite LE to pre-con meetings.
  - RE will strategize WZLE placement (e.g. positive protection) with LE.

- RE will discuss WZ schedule and communicate any changes to schedule.
- RE will ensure WZLE presence in WZ is captured in daily logs.
- RE will approve and pay invoices (steps 24-30).
  - RTSC will receive invoices from LE and provide initial review.
  - RTSC will send invoices to RE.
  - RE will make final approval of invoice (see step 26).
  - RE will reimburse using WZLE EA / Sub Job (step 15) and State Force Order (step 18).
- Note: Transportation Safety Office (TSO) and Project Management Office (PMO) have developed various WZLE reports.
  - RE will review WZLE Needs Identification report to verify all known WZLE needs have been communicated to RTSC and set up between ODOT and LE Agencies.
  - WZLE Program Manager will review WZLE EA / Sub Job Error report and contact RE if WZLE sub job isn't set up correctly (see post-award process on step 15).

If you have any questions or need further information:

- Region Transportation Safety Coordinators (RTSC)
  - See contacts tab on WZLE Workbook.
- Colleen O'Hogan
  - Transportation Safety Office (TSO)  
Work Zone Law Enforcement (WZLE) Program Manager
- Scott Chalkley
  - Project Management Office (PMO)  
Senior Program Coordinator – Transportation Project Management

The OFW should include:

- Scope of Work to be performed.
- The reason(s) the 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: <https://ecmnetintra.odot.state.or.us/ebids/>. Access to eBids can be obtained through the Project Controls Office (PCO).
  - For an item that was not anticipated prior to Project Award, prepare a LPIF according to the Letter of Public Interest Finding (LPIF) Guidance. Visit the [CAU webpage](#) for the post-Award LPIF template.

- The cost analysis of the OFW.
  - Describe the reason(s) that the 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 Project Representative must perform an independent cost analysis to justify that it is more cost effective to perform the Work with public forces. The Project Representative 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 Project Representative must monitor the Work in order to verify the billings and make payment as required. The Agency Representative 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 OFW number. [Refer to Chapter 24 - Work Done By Utilities and Railroads.]

The Project Representative must access the EA report in CPS to determine the total expenditures to be entered into CPS under the applicable OFW. Construction Engineering and Contract Administration are charged directly to the Project and do not require an OFW. [Refer to Chapter 25 – Payments to Contractors / Retainage.] In CPS, the OFW item number is 92###, etc.

The Project Representative must notify the CAU by email when all OFW Work is complete. If OFW Work will be ongoing 90 Days after Final Payment has been made, the Project Representative must contact the Payments Specialist to arrange to have the Project expenditure account remain open until the OFW Work is completed. [Refer to Chapter 37 - Submittal of Final Project Documentation.]

## **15-4 Cost Justification**

Cost justifications are required for all Orders. EWO and OFW may not require an independent cost estimate, but must include an estimate of time and Materials to establish an estimated net cost for the Order. For OFW anticipated items, the construction authorization showing the Contract's anticipated items is sufficient. Independent cost estimates are required for all CCOs as discussed below.

If the estimated cost of the Order exceeds the current authorization, the Project Representative must obtain proper approval to overrun/increase the Construction authorization. The approvals must be obtained before ordering the Work outlined in the Order. [Refer to Chapter 5 - Construction Authorization.]

### **A. Insignificant Changed Work**

Provide a theoretical unit price or unit cost of the Work.

### **B. Significant Changed Work**

After the Project Representative and the Contractor have discussed the change, and how the Work will be accomplished, the Project Representative will obtain a quote from the Contractor to accomplish the change. The Project Representative 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. Both the Contractor's quote and Project Representative's independent cost estimate must be included with the CCO as supporting documentation. If there are circumstances where a Contractor's quote and/or a Project Representative's independent cost estimate are not obtained, an explanation must be provided to account for the absence.

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 is the Cost Estimate, form 734-1877, and the Wage Determination, form 734-1870.

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. A cost estimating tool is provided by the Project Controls Office (PCO) or contact the Cost Estimating unit in the PCO for assistance.

### **C. Extra Work**

Provide an independent cost estimate to the Contractor for the Extra Work. The Contractor will respond with a time and Materials quote. Attempt to negotiate a price as described in Section 00196.10. If a negotiated price cannot be agreed upon, the independent cost estimate can be used to establish an estimated net cost for an EWO.

## 15-5 Order Supporting Data

For all Orders, the Order Supporting Data form shall include:

- A. Why the Contract does not already include this Work as part of the Contract.
- B. The reason for the Work.
- C. Who was involved in the decision to change the Contract.
- D. Prior approvals, if applicable:
  - Federal Highway Administration (FHWA) [Refer to Chapter 3 – Delegation of Authority.]
  - Contract Administration Engineer (CAE)  
CAE will coordinate with Department of Justice (DOJ) as required.
  - Region/Bridge Engineering Section
  - Professional(s) of Record (POR)
  - Technical Resource(s) (TR)
- E. Why the CCO is being processed as “unilateral,” if applicable.
- F. For OFW, indicate if the Order is related to an anticipated item; if not, attach an LPIF.
- G. Record the impact(s) to Contract Time and the associated costs. Time added to the Contract must be adequately justified in the supporting documents per 00180.80. [Refer to Chapter 13 - Contract Time.]
- H. Indicate whether an independent cost estimate is attached or provide a description adequate to address why one was not necessary.

In the “additional information” narrative section, preface discussion items with the corresponding Pay Item number.

## 15-6 Reason Codes

Orders require reason codes for each Pay Item. Each Pay Item’s reason codes consist of some, or all, of these elements depending on the type of Order: Specification Section, Reason Code (tied to its associated Classification Code), Adjustment Type, Work Type, Administration Code, Unit Code, and Time Code.

The time code element is only on the CCO form. Work associated with EWO and OFW cannot add time.

Each element of the reason codes are described below.

## A. Specification Section

Indicates the general specification section to which the Pay Item belongs.

| Number | Covers                                     |
|--------|--|
| 0000   | None of the below                          |
| 0100   | General Contract Conditions                |
| 0200   | Mobilization and Traffic Control           |
| 0300   | Roadwork                                   |
| 0400   | Drainage and Sewers                        |
| 0500   | Bridges                                    |
| 0600   | Bases                                      |
| 0700   | Wearing Surfaces                           |
| 0800   | Permanent Traffic Control and Guidance     |
| 0900   | Permanent Traffic Control and Illumination |
| 1000   | Right of Way Development                   |
| 1100   | Water Supply Systems                       |

## B. Reason Code

The following table outlines the overall reason for the change.

| Classification<br>A – Avoidable<br>U – Unavoidable<br>E – Elective<br>C – Contractor | Reason Code | Definition   | Examples   |
|--|-------------|--|--|
| E  | 41          | Agency-required change per 00140.30, not resulting from a design or Contract error                     | <ul style="list-style-type: none"> <li>Change proposed by the Resident Engineer resulting in no additional cost or cost savings to the Project that still meets the original intent</li> <li>New technical Specifications the Resident Engineer chooses to implement</li> <li>Acceleration costs in the best interest of the public</li> </ul> |
| E  | 42          | Scope change proposed by the Agency either increasing or decreasing original design intent / Bid scope | <ul style="list-style-type: none"> <li>Increase in funding or cost savings allowing the addition of scope</li> <li>Emergency Work</li> </ul>   |
|  |             |  |  |
| U  | 43          | New requirement implemented after Award of the Contract  | <ul style="list-style-type: none"> <li>New requirements or interpretations from regulatory agencies, including FHWA</li> </ul>   |
|  |             |  |  |
| E  | 44          | Change proposed by the Contractor and accepted by the Agency; not a cost reduction proposal            | <ul style="list-style-type: none"> <li>Better product for same cost</li> <li>Contractor convenience that meets or exceeds the original requirements and intent of the Project</li> </ul>   |

| <b>Classification</b><br><b>A – Avoidable</b><br><b>U – Unavoidable</b><br><b>E – Elective</b><br><b>C – Contractor</b> | <b>Reason Code</b> | <b>Definition</b>   | <b>Examples</b>  |
|---|--------------------|---|--|
| E   | 45                 | Contractor's cost reduction proposal per 00140.70                                 | <ul style="list-style-type: none"> <li>Change proposed by the Contractor resulting in cost savings to the Project that still meets the original intent</li> <li>Scheduling, staging adjustment</li> <li>Innovation, alternative means or methods</li> </ul>            |
| A   | 46                 | Differing site condition per 00140.40   | <ul style="list-style-type: none"> <li>Actual field condition different from that anticipated from Project data provided at Advertisement</li> </ul> Type 1 = Avoidable<br>Type 2 = Unavoidable  |
| U   | 66                 |   |  |
| E   | 47                 | Work included as an "anticipated item" in the original construction authorization | <ul style="list-style-type: none"> <li>ITS Equipment / installation</li> <li>Order for Force Work</li> <li>Statistical bonus</li> </ul>  |
| U   | 48                 | Excusable delay   | <ul style="list-style-type: none"> <li>Act of God or Nature</li> <li>Court order</li> <li>Strike / labor dispute</li> <li>Archaeological discovery</li> </ul>  |
| A   | 49                 | Quantity limitation adjustment  | <ul style="list-style-type: none"> <li>Bid item requiring a cost justification or Change Order to exceed Bid item quantity: 00223.90, 00225.90, 00340.90/91, 00810.90 and boilerplate 00223.90</li> </ul>  |
| A   | 50                 | Unbalanced Bid item adjustment  | <ul style="list-style-type: none"> <li>Adjustment due to a significant change in quantity of an unbalanced Bid item per 00195.20</li> </ul>  |
| U   | 60                 |   |  |
| E   | 70                 |   |  |
| A   | 51                 | Agency-required change per 00140.30 resulting from a design or Contract error     | <ul style="list-style-type: none"> <li>Error or omission in Plans, Specifications, and/or design making the Project unable to be constructed according to the original Contract Documents</li> <li>Unacceptable traffic impacts</li> </ul>                             |
| A   | 52                 | Construction engineering error  | <ul style="list-style-type: none"> <li>Change required as a result of actions by the Project Representative or his/her staff. Often contains several unrelated items tied to Contract closeout; requires approval from the Contract Administration Engineer</li> </ul> |
| C   | 53                 | Non-standard adjustment   | <ul style="list-style-type: none"> <li>Deficient Work or Materials determined suitable for the intended purpose resulting in price adjustment</li> </ul>   |
| A   | 54                 | Agency-caused delay   | <ul style="list-style-type: none"> <li>Migratory Bird Treaty Act delay</li> <li>Right-of-Way / access delay</li> <li>Suspension not due to Contractor's failure or neglect</li> <li>NOT an Act of God or Nature</li> </ul>   |
| A   | 55                 | Delay or conflict caused by Utility   | <ul style="list-style-type: none"> <li>Unanticipated conflict</li> <li>Late Utility move / adjustment</li> </ul>   |
| U   | 65                 |   |  |

| <b>Classification</b><br>A – Avoidable<br>U – Unavoidable<br>E – Elective<br>C – Contractor | <b>Reason Code</b> | <b>Definition</b>  | <b>Examples</b>                 |
|---|--------------------|--------------------|---------------------------------|
| A   | 56                 | Dispute resolution | • Pre-claim dispute resolution  |
| A   | 57                 | Claim resolution   | • Resolution of certified claim |

### C. Adjustment Type

Identifies the type of adjustment the Contractor Payment System should use in accounting for that Pay Item.

| <b>Letter</b> | <b>Pay Item</b>                        |
|---------------|--|
| A             | Quality Price Adjustment               |
| B             | Specification Change                   |
| G             | Claim Settlement                       |
| H             | Claim Settlement                       |
| I             | Late Payment Interest                  |
| J             | Hazardous Materials                    |
| M             | Change Specified Completion Date       |
| P             | Adjustment to Existing Bid or Pay Item |
| O             | New Pay Item                           |
| Q             | Reimbursement for Out-of-State Taxes   |

### D. Work Type:

This code is further identified by the Work type that caused the need for an Order. The Work types are as follows:

| <b>Letter</b> | <b>Work Type</b>  |
|---------------|-------------------|
| A             | None of the below |
| B             | Bridge            |
| C             | Roadway           |
| D             | Geotechnical      |

| Letter | Work Type                       |
|--------|---------------------------------|
| E      | Environmental                   |
| F      | Traffic                         |
| G      | Staging                         |
| H      | Drainage                        |
| I      | Material Source / Disposal Site |
| J      | Hazardous Materials             |
| K      | Mobility                        |

#### E. Administration Code

1. Design Source: Identifies external (consultant, Local Agency, etc.) or internal (ODOT) preparation of the design (e.g., Plans and Specifications).
2. Administration Source: Identifies whether the Construction Project Representative is external (consultant, Local Agency, etc.) or internal (ODOT).

| Letter | Administration Source                     |
|--------|---|
| A      | Internal Design / Internal Administration |
| B      | Internal Design / External Administration |
| C      | External Design / Internal Administration |
| D      | External Design / External Administration |

#### F. Unit Code

Indicates the measurement unit for that Pay Item.

#### G. Time Code

The time code, found only on the CCO form, indicates whether the Pay Item is related to a Contract Time change ("Y" or "N"). This code is not listed on the EWO or OFW forms.

### 15-7 Forms

Order forms are available on the ODOT Construction Section's Form Web site at: <http://www.oregon.gov/ODOT/Construction/Pages/Forms.aspx>.

|                                    |               |
|------------------------------------|---------------|
| <b>Contract Change Order (CCO)</b> | Form 734-1169 |
| <b>Extra Work Order (EWO)</b>      | Form 734-3208 |
| <b>Order for Force Work (OFW)</b>  | Form 734-1105 |

CCO Templates are available at <https://www.oregon.gov/odot/Construction/Pages/Contract-Administration-Services.aspx>.

## 15-8 Signatures

After the Project Representative has completed the appropriate Order and Order Supporting Data, and has reviewed it with the appropriate individuals, route the Order for signature per the Instructions tab of the form. [See Section 15-4 ORDERS (CCO, EWO, OFW) - General Requirements of this chapter for more information.]

For Doc Express Contracts:

- CCO document: The Project Representative will submit a PDF of the CCO and any attachments into the Change Order drawer of the Contract in Doc Express. Signatures will be gathered (digital or electronic as appropriate depending on authority) within Doc Express for all signing parties per the Doc Express Master List. Do not submit the Order Supporting Data forms or Reason Code forms or any supporting data to the Contractor.
- CCO Supporting Data document: The Project Representative will submit a PDF of the entire CCO and any attachments and the Order Supporting Data and Reason Code forms and any supporting data separately into the designated drawer in Doc Express. Refer to the Doc Express Master List.

For non-Doc Express Contracts:

- For CCOs only, the Project Representative will submit a hard copy of the CCO and any attachments to the Contractor for review and signature. Do not send the Order Supporting Data forms or Reason Code forms or any supporting data to the Contractor.

If the Contractor agrees to the price, time and details listed on the CCO that the Project Representative can independently justify, the Contractor shall sign and return the original CCO to the Project Representative. If the Contractor refuses to sign the CCO, the Project Representative can use the "Unilateral" checkbox near Contractor's signature line and add an explanation of why the Contractor refused to sign on the CCO Supporting Data form. (Not allowed for Extra Work or claim settlements. Contact the CAE.

Verify that the Contractor has signed all signature blocks on the Order.

- The Project Representative then signs all signature pages of the Order (CCO, EWO, OFW). Once signed by the Project Representative, attach the CCO Supporting Data form, Reason Code form and any supporting data to the Order.

- If the Project is a Local Agency Project, the Project Representative will obtain the Local Agency's signature.
- For outsourced or consultant administered Projects, the Non-Agency Representative will send the Order to the Agency Representative for signature.
- The Order is then forwarded to the Area Manager for review and signature.
- Finally, the Order is forwarded to the Construction Section for final review and signature by the CAE.

Once the signature process is completed, the Work listed on the CCO becomes a supplemental agreement and part of the Contract. Then the approved Order is entered into the CPS.

## **15-9 Change Order Database**

The Agency maintains an electronic database of the 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 includes CCO, EWO and OFW), and standard reports can be generated.

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

## **15-10 Distribution**

For Doc Express Projects, CCOs are available to the Prime Contractor and registered Agency users in the Change Orders drawer of each active Contract. Completed CCOs with Supporting Data, EWO and OFW are available to registered Agency users in the Agency Internal drawer of each active Contract.

For non-Doc Express Projects, the Construction Section will distribute scanned copies of signed Orders via email. The scanned copies are maintained electronically by Contract number and can be viewed or retrieved only by Agency personnel at: <\\\\Scdata2\\oper\\ContractElectronicFiles>.