



Foreword

This is the 2023 edition of the ODOT Construction Manual for the Oregon Department of Transportation (ODOT). This version replaces all earlier versions of the Construction Manual.

The current [Construction Manual](#) is available online.

The Construction Manual describes or references the practices needed to administer Contracts under the Oregon Standard Specifications for Construction. Nothing in this manual changes any provision or Specification included in the Contract, or any applicable Laws, ordinances, or regulations.

This manual references the 2021 Oregon Standard Specifications, but there may be active construction Projects that must be administered under the requirements of the 2018 Oregon Standard Specifications. Administer each Contract according to its requirements.

This manual describes many Contract administration practices that the Agency must follow to assure construction Contracts are administered in a consistent and uniform manner statewide. Practices described in this manual are the accepted policies and procedures of the Agency. The Resident Engineer must adhere to these described practices unless concurrence of the Construction Section has been received to follow a different practice.

The Resident Engineer and the Project staff must be familiar with the applicable requirements of the Oregon Standard Specifications for Construction, which this manual references, and the Contract for each of their Projects. They must also be familiar with the manuals, technical reference manuals,

or instructions which apply to other portions of the work not covered in this manual.

The Resident Engineer's Checklist, which is included in this manual, is a short listing of many of the events and happenings associated with an ODOT Construction Project. Because the Checklist includes only abbreviated discussions of the items listed, the reader must also become familiar with the discussions in this manual.

FOR-1 CONVENTIONS

A. Grammar

This manual is generally written in the imperative mode. When sentences in this manual use the imperative mode, the subject is implied.

This manual uses the terms "Area", "Tech Center" or "Region" to describe duties, responsibilities, actions, etc. that must be fulfilled by the Area Manager, Tech Center Manager, or Region Manager. Since delegation of responsibilities may vary by Region or Area, the Resident Engineer must work with the Area Manager to determine who the Resident Engineer should contact in different instances.

This manual uses the pronoun "it" when referring to the Contractor, an agency, etc. since the Contractor or agency is an organization rather than a person.

This manual generally uses the term "Resident Engineer" when discussing the Agency's Project personnel. This term is meant to include the Assistant Resident Engineer, Inspector, and other Project personnel to whom the Resident Engineer has delegated responsibility or authority.

When a Local Agency or Consultant administers an ODOT Construction Contract, the term "Resident Engineer" shall generally refer to that Local Agency or Consultant, except for delegated authorities. The Agency will assign an ODOT Transportation Project Manager or Local Agency Liaison to provide guidance and assistance and to provide a link to the Agency. [Refer to Chapter 2 – Project Funding / Contract Administration Responsibility.]

B. Reference to Sections and Subsections

Reference to a Section of the 2021 Oregon Standard Specifications includes all applicable requirements of the Section. When referring to a Subsection, only the number of the Subsection is used; the word "Subsection" is implied.

C. Capitalization of Terms

Capitalized terms, other than titles, abbreviations, and grammatical usage, indicate that they have been given a defined meaning in Section

00110.10 of the Oregon Standard Specifications for Construction, or in the text accompanying the term.

D. Abbreviations

Following are the meanings of abbreviations used in this manual. Other abbreviations and meanings of abbreviations referenced in this manual may be in the individual Sections of the Standard Specifications to which they apply.

AGC	Association of General Contractors
AM	Area Manager
ATAR	Apprentice/Trainee Approval Request
BDU	Bridge Delivery Unit
BOLI	Bureau of Labor and Industries
CAE	Contract Administration Engineer
CAU	Contract Administration Unit
CCB	Construction Contractors Board
CCO	Contract Change Order
CCU	ODOT Procurement Office – Construction Contracts Unit
CE	Construction Engineering
CFR	Code of Federal Regulations
CM/GC	Construction Manager/General Contractor
CMO	Certificate of Materials Origin
CPPROEST	Progress Estimate and Cost Report
CPS	Contract Payment System
CRS	Civil Rights Specialist
CUF	Commercially Useful Function
CWA	Clean Water Act
CWHSSA	Contract Work Hour & Safety Standards Act
DAS	Department of Administrative Services
DBE	Disadvantaged Business Enterprise
DBRA	Davis Bacon and Related Acts
DOJ	Department of Justice
DRR	Documentation Review Report
DSL	Division of State Lands
EA	Expenditure Account
EEO	Equal Employment Opportunity

EIS	Environmental Impact Statement
EJ	Environmental Justice
ESCP	Erosion and Sediment Control Plan
EWO	Extra Work Order
FHWA	Federal Highway Administration
HPO	Highway Program Office
JATC	Joint Apprenticeship and Training Committee
LAL	Local Agency Liaison
LCO	Labor Compliance Officer
LEP	Limited English Proficiency
MCTD	Motor Carrier Transportation Division
MEUR	Monthly Employment and Apprenticeship Utilization Report
MEUR	Monthly Employment Utilization Report
MOH	Materials on Hand
MOU	Memorandum of Understanding
NOIA	Notice of Intent to Award
NPDES	National Pollutant Discharge Elimination System
NTP	Notice to Proceed
OAR	Oregon Administrative Rule
OCR	ODOT Office of Civil Rights
ODOT	Oregon Department of Transportation
OJT	On-the-Job Training
OPO	ODOT Procurement Office – Construction
OR-OSHA	Oregon Occupational Safety and Health Division
ORS	Oregon Revised Statutes
OTC	Oregon Transportation Commission
OTIA III	Oregon Transportation Improvement Act
PCO	Project Controls Office
PCP	Pollution Control Plan
PDLT	Project Delivery Leadership Team
PM	Project Manager
POR	Professional of Record
QCCS	Quality Control Compliance Specialist
PS&E	Plans, Specifications, and Estimate Submittal

RAS	Region Assurance Specialist
REC	Region Environmental Coordinator
RE	Resident Engineer
ROW	Right of Way
SCME	State Construction Materials Engineer
TCD	Traffic Control Devices
TCM	Traffic Control Measures
TCP	Traffic Control Plan
TCS	Traffic Control Supervisor
TERO	Tribal Employment Rights Organization
TIC	Oregon Travel Information Council
TOD	Tourist Oriented Directional
TP&DT	Temporary Protection & Direction of Traffic
US-DOL	U.S. Department of Labor
WDP	Workforce Development Program

FOR-2 Revisions to the Manual

The ODOT Construction Section, under the State Construction Materials Engineer, publishes this manual, and all updates to this manual, and welcomes any comments and suggestions for revisions, corrections, or additions.

Comments or suggestions may be submitted to the ODOT Construction Section, Contract Administration Unit at the following:

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RESIDENT ENGINEER CHECKLIST

1. The Resident Engineer (RE) must administer each Project in conformance with the Contract, the information in this manual and in other applicable statutes and regulations, including those of the Agency.
2. This checklist defines the major milestones that will occur during a Project, including the documentation required and events that must occur. However, this checklist may not contain all actions the RE will need to take. The RE must refer to appropriate chapters of this manual for complete instructions.
3. For each of the following phases of a Project, the RE must ensure that the milestones are achieved, the documentation is complete, and the applicable events occur.

Phase 1: Project Development Period

1. Work with the Project team to ensure that the Project design addresses all elements and matters of concern for the Project.
2. Work with the Project team to identify Work items to be included as Anticipated Items in the Project Construction Authorization. These items are to include only those items that the Contractor cannot

perform, or that cannot be identified, or quantified accurately enough to include as a bid item in the Project. [Refer to Chapter 5 – Construction Authorization.]

Phase 2: Pre-Construction Period

1. Prepare the Project Site to allow easy identification and review by prospective Bidders. Ensure that bore logs, geology reports, environmental permits, and other Project development reports are available in Ebids for review, if needed by Bidders. [Refer to Chapter 6 – Examination of Site/Data by Bidders.]
2. If concerns indicate that it may be appropriate to issue an Addendum to the Project Solicitation Documents, consult with the Area Manager (AM) and others as appropriate. Follow the guidelines for issuing addenda or letters of clarification defined in [PD-07](#), and Section 6 of the Phase Gate Delivery Manual.
3. When Bids are opened on a Project, the RE must develop the Construction Engineering Budget using form 734-5374, including the anticipated costs for each group or unit that may charge against the engineering budget for the Project. [Refer to Chapter 5 – Construction Authorization.]
4. Review the information provided by the ODOT Estimating Group identifying any potential unbalanced bid items. [Refer to Chapter 7 – Evaluation of Unbalanced Bids.]
5. Perform all required surveying to ensure that the Project is ready for construction Work to begin. [Refer to Chapter 20 – Construction Surveying.]
6. Ensure that adequate staffing, resources, and other services will be available to properly administer the construction Contract.
7. When the Contract has been fully executed, the ODOT Procurement Office – Construction (OPO) will send the Notice to Proceed (NTP) to the Contractor, and will transmit the Project Construction Authorization to the RE. [Refer to Chapter 5 – Construction Authorization and Chapter 8 – Award and Execution of Contract.]
8. The Office of Equity & Civil Rights Field Coordinator will schedule an “internal preconstruction meeting” with the RE to review Project specific requirements. [Refer to Chapter 18 – Workforce and Small Business Equity Program.]

Phase 3: Construction Period

1. The RE will contact the Contractor to identify the key contact personnel (if the Contractor's Superintendent has not yet been identified or is not yet available).
2. If a Cooperative Arrangement ("Partnering Workshop") has been requested by the Contractor or the Agency, the RE will need to work with the Contract Administration Engineer (CAE) to make the arrangements.
3. Set up the Project files. Request assistance from the Region Assurance Specialist (RAS), if needed. [Refer to Chapter 12 – Project Records.]
4. Identify the required quality documentation and complete the applicable Test Summary sheets. Share this information with the Contractor. Identify the source documents and measurements required to justify quantities of Work performed. The RE will need to obtain either the progress payment schedule for lump sum bid items (lump sum breakdown) from the Contractor or develop a schedule and share with the Contractor.

Work with the RAS to schedule the required documentation reviews. [Refer to Chapter 12-B – Quality and Chapter 12-D - Quantities.]

5. Prepare for and arrange the Preconstruction Conference which needs to be held within 30 days of NTP or as mutually agreed to by the RE and Contractor. Ensure that the Contractor submits an acceptable Project schedule, Quality Control Plan, Traffic Control Plan, Erosion and Sediment Control Plan, and Pollution Control Plan. [Refer to Chapter 11 – Before On-Site Work Can Begin.]
6. Ensure that the Contractor submits subcontracts or requests consent to rental of operated Equipment, and that the RE grants consent before the affected Work begins. [Refer to Chapter 14 – Subcontracts.]
7. If the Contract Time in Subsection 00180.50(h) is stated in Calendar Days, the RE must properly issue First Notification, and begin issuing a Weekly Statement of Contract Time Charges, form 734-3483, beginning on the date stated in the Contract. [Refer to Chapter 13 – Contract Time.]
8. Share any required survey information with the Contractor or perform the required construction surveying if Contractor Surveying, Section 00305 is not included in the Contract. [Refer to Chapter 20 – Construction Surveying.]

9. The RE will issue First Notification when the Contractor begins On-Site Work. [Refer to Chapter 13 – Contract Time.]
10. As the Project Work progresses, the RE must ensure that:
 - a. Project information is recorded by the RE or designated representative(s) on a daily basis, on either the General Daily Progress Report or in the Project Manager's Diary. [Refer to Chapter 12-A – Daily Reports / Diaries.]
 - b. The Erosion Control Reports are completed as required, and that the Project is inspected to ensure proper erosion and control measures are in place. [Refer to Chapter 12-A – Daily Reports / Diaries.]
 - c. Turbidity monitoring and reporting is completed by the Contractor, if required by the Project permits. [Refer to Chapter 12-A – Daily Reports / Diaries.]
 - d. The Contractor completes the Daily Traffic Control Inspection Report, form 734-2474 by the Traffic Control Supervisor (TCS) or other designated person according to the requirements of 00223.31 [Refer to Chapter 12-A – Daily Reports / Diaries.]
 - e. Before the Contractor begins production of Materials for the Project, the Contractor and RE must calculate and agree on the quantity of Materials needed for the Contract Work. [Refer to Chapter 23 – Quantities of Materials.]
 - f. If Materials for the Project will be manufactured away from the Project Site, the RE must ensure that the required inspections will be accomplished. [Refer to Chapter 9 – Responsibilities of the Project Manager and Chapter 23 – Quantities of Materials.]
 - g. The Contractor must be aware of, and comply with, all requirements of permits applicable to the Project. The RE must ensure that the Contractor has obtained all permits that it must obtain to perform the Work. [Refer to Chapter 21 – Permits.]
 - h. The Contractor provides all required quality documentation before any Materials are incorporated into the Contract Work. Record the documentation in the applicable Test Summary. [Refer to Chapter 12-B – Quality.]
 - i. Price adjustments for premium quality Materials or non-specification Materials are calculated and assessed as applicable. [Refer to Chapter 12-C – Quality Price Adjustments.]
 - j. Work is measured and source documents are prepared to

justify quantities of Work performed for which payment is to be made. Enter this information into the Contract Payment System (CPS) throughout each pay period. [Refer to Chapter 12-D – Quantities and Chapter 25 – Payments to Contractor/ Retainage.]

- k. The Contractor submits the required certified payrolls for its employees and all Subcontractors. The RE will complete Employee Interview Reports and spot-checks on all owner-operators as required. [Refer to Chapter 19 – Labor Compliance.]
 - l. The Contractor submits the ODOT Apprentice/Trainee Monthly Progress Record showing OJT accomplishments on a monthly basis for Projects which include OJT provisions. [Refer to Chapter 18 – Workforce and Small Business Equity Program,]
 - m. For Projects containing federal funds, the Contractor will submit a Monthly Employment Utilization Report for its employees and each of its Subcontractors. [Refer to Chapter 18 – Workforce and Small Business Equity Program.]
 - n. If any changes are made to the Contract Plans, the RE must record those changes on the As-Constructed Plans which will need to be submitted at the completion of the Project. [Refer to Chapter 12-H – As Constructed Plans.]
 - o. Project progress, successes, changes, etc. are recorded as the Work progresses. This information will be used to complete the RE's Narrative Form at the completion of the Project. [Refer to Chapter 37 – Submittal of Final Project Documentation.]
11. Issue appropriate Contract Change Orders after obtaining the required approvals and before the affected Work begins. [Refer to Chapter 15 – Change Orders/Force Account/Work by Public Forces.]
12. If the RE orders Extra Work to be Performed on a Force Account Basis, the Inspector will need to record the applicable information on the Daily Force Account Record on a daily basis, and ensure it is signed daily by both the Inspector and the Contractor's Superintendent. [Refer to Chapter 12-G – Extra Work Performed on a Force Account Basis.]
13. A Commercially Useful Function (CUF) interview must be performed by the RE's staff for each Disadvantaged Business Enterprise (DBE) performing Work on the Project. [Refer to Chapter 18 – Workforce and Small Business Equity Programs.]

14. Progress payments must be made to the Contractor each month for Work performed, including CCO Work, as well as Materials on Hand (if requested) through the end of each pay period. [Refer to Chapter 12-F – Materials Stored or on Hand and Chapter 25 – Payments to Contractors/ Retainage.]
15. Project costs must be continually monitored to ensure the Project authorization is not exceeded. If the estimated Project costs will exceed the authorization, the RE must request and obtain proper approval for additional funding. [Refer to Chapter 5 – Construction Authorization.]
16. The Contractor is required to submit an updated schedule on a monthly basis for type B and C schedules as required by Subsection 00180.41.
17. If the Contractor submits a request for Early Release of Retainage for Subcontracted Work, the RE will need to follow the procedures outlined in Chapter 37 – Submittal of Final Project Documentation.
18. When the Work on the Project is between 50% and 70% complete, or when the Project has started to take shape and its final configuration is apparent, the RE should confer with the Project team (including a representative of the unit that will maintain the Project when it is completed) to ensure that the Project intent is being fulfilled and that special concerns are being adequately addressed. [Refer to Chapter 36 – Acceptance of Project.]
19. If the Contract Work is not completed within the specified Contract Time (including interim completion dates), the RE will need to assess liquidated damages. If Contract Time for all or a portion of the Contract Work is stated as a specified completion date, also start issuing the Weekly Statement of Time Charges when the specified completion date expires. [Refer to Chapter 13 – Contract Time, Chapter 25 – Payments to Contractors/Retainage, and Subsections 00180.50 and 00180.85 of the Contract.]
20. If the RE suspends Work for reasons beyond the Contractor's control, the RE will issue orders to suspend and resume Work. If the suspension is for reasons beyond the Contractor's control, the RE will either adjust or request adjustment of Contract Time through a CCO. [Refer to Chapter 13 – Contract Time,]
21. If the Contractor requests an adjustment of Contract Time, the RE must act on the request following the process described in Chapter 13 – Contract Time.
22. If the Contractor disagrees with anything required in the Contract Work, in a CCO, or in a written or oral order from the RE, the dis-

agreement will need to be resolved according to Section 00199 of the Contract. [Refer to Chapter 27 – Disagreements, Disputes and Claims.]

23. If the Project Work is delayed for reasons beyond the Contractor's control, address Contract Time and costs separately. [Refer to Chapter 13 – Contract Time, Chapter 15 – Change Orders/ Force Account/Work by Public Forces, Chapter 24 – Work Done by Utilities and Railroads, Chapter 27 – Disagreements, Disputes and Claims, and Subsections 00180.60 and Section 00199 of the Contract.]
24. Ensure that the RAS reviews the Project documentation as scheduled. Take the required actions to resolve all discrepancies. [Refer to Chapter 12-B – Quality and Chapter 12-D - Quantities.]
25. The RE must act as needed to ensure proper, timely completion of the Contract Work. Seek guidance and assistance from the Area Manager, Region/Tech Center Manager, or Construction Section as needed. Local Agencies should contact those persons through the Local Agency Liaison (LAL). [Refer to Chapter 9 – Responsibilities of the Project Manager.]
26. The RE must complete a Prime Contractor Performance Evaluation (form 734-2884) annually on the date of NTP until the final Second Notification is issued and within 60 days of issuance of Second Notification. [Refer to Chapter 34 – Contractor Performance Evaluation.]
27. When the Project Work is nearly complete, the RE will review the Project, with needed input from the Project team (including a representative of the unit that will maintain the Project when it is complete), to ensure that the Project will function properly, and that no improper Materials or construction are evident. The RE and the Project team should also determine if a post-Project critique is needed. [Refer to Chapter 36 – Acceptance of Project.]
28. When all On-Site Work has been completed as defined in Subsection 00180.50(g) of the Contract, for either an interim completion or the entire Contract, the RE will issue Second Notification. [Refer to Chapter 13 – Contract Time.]

Phase 4: After Second Notification

1. The RE will work with the Contractor to develop punch lists or other means to ensure that all cleanup and repair work is completed. If the Contractor notifies the RE that all Work, including punch list Work, is complete, the RE must review the Project and notify the Contractor of any remaining Work within 15 days of the Contractor's notification. [Refer to Chapter 36 – Acceptance of Project.]

2. If the Project includes landscaping that must go through an establishment period, the RE must ensure that the establishment Work is properly accomplished and payment for that Work is made. [Refer to Chapter 39 – Landscape Establishment Periods.]
3. The RE must notify the applicable resources for Projects which are FHWA designated Risk-Based project involvement, National Bridge Inventory Structures, Culverts 72 inches or larger, a Coating Warranty or Stormwater Control Facilities. [Refer to Chapter 36 – Acceptance of Project.]
4. When the Contractor has completed all Work on the Project, the RE and AM must recommend acceptance of the Project. The RE must initiate the recommendation either by preparing a memo or by completing a Recommendation of Project Acceptance (form 734-1384) and distribute as directed on the form. [Refer to Chapter 36 – Acceptance of Project.]
5. The RE must compile all required Project documentation, ensure that the RAS and Office of Equity & Civil Rights (OECR) Field Coordinator have both reviewed the documentation as required, and submitted the final Project documentation, along with the Recommendation of Acceptance on the Documentation Review Report, to the Contract Administration Unit (CAU). [Refer to Chapter 37 – Submittal of Final Project Documentation.]
6. When the Contractor has performed all Work and other requirements as specified in Subsection 00150.90(b) of the Contract, the RE must issue Third Notification. [Refer to Chapter 40 – Third Notification.]
7. If the Contractor disagrees with the final quantities or payment amounts, the disagreement will be resolved as specified in Subsection 00195.95. [Refer to Chapter 38 – Contractor Disagreement with Final Quantities or Payment.]
8. The RE must submit notification that all Force Order (FO) work and Right of Way (ROW) Monumentation are complete to the CAU. [Refer to Chapter 37 – Submittal of Final Documentation.]



CHAPTER 1

ORGANIZATION

The Delivery and Operations Division Administrator Oregon Department of Transportation ("Agency") is responsible for, among other duties, the construction, improvement, maintenance, and operation of the State Highway system.

The ODOT "Chief Engineer" is the "Engineer" referred to in the Standard Specifications and Contract.

Authorized representatives of the Chief Engineer, such as the Resident Engineer (RE), perform most responsibilities of the Engineer on construction Projects. The Delivery and Operations Division Administrator and Chief Engineer have delegated some duties to other parties within the Agency. [Refer to Chapter 3 - Delegation of Authority.]

Along with other tasks, the Construction Section performs staff-level functions related to the Construction program.

Through the Area Managers (AMs), REs, and ODOT Transportation Project Managers (TPMs), the Region Managers assure that construction Contract obligations are fulfilled.

The RE role can be filled by an Oregon Licensed Professional Engineer ODOT RE or a Consultant RE for state-administered Contracts in accordance with ODOT policy and the FHWA August 4, 2011 Responsible Charge Memorandum. The RE may assign some duties and responsibilities to persons under his/her control.

The TPM role can be filled by an ODOT TPM, or a Consultant TPM for Local Agency Contracts, in accordance with ODOT policy and the FHWA August 4, 2011 Responsible Charge Memorandum.

1-1 Construction Section

The Construction Section, under the direction and supervision of the State Construction and Materials Engineer (SC&ME), is a part of the ODOT's Statewide Projects Delivery Branch (SPDB). The Construction Section's role is to promote consistent, efficient, and expeditious administration of ODOT construction activities.

By Letter of Authority, the Chief Engineer has authorized the SC&ME to:

- Approve Construction Authorization overruns of up to an accumulative value of \$500,000 for Projects on the State Highway System; and
- Officially accept completed construction projects.

By Letter of Authority, the Chief Engineer has authorized the Contract Administration Engineer (CAE) to:

- Approve construction Authorization overruns of up to an accumulative value of \$500,000 for claim settlements.

The Chief Engineer, by Letter of Authority, has authorized the SC&ME and the CAE to approve progress and final payments on ODOT Construction Contracts, to approve all adjustments to Contract Time, and to approve all Contract Change Orders and claim settlements. [Refer to Chapter 3 - Delegation of Authority.] The SC&ME is authorized to act on behalf of the Chief Engineer in all matters of construction contract administration and to further delegate to such persons, as the SC&ME sees fit, those powers necessary to carry out that responsibility. That authority includes developing policies and procedures for quality control, inspection, and the acceptance and rejection of Materials.

The Construction Section, acting through the CAE, has the authority to accept quality and quantity documentation for each Project, which indicates that the documentation and Materials meet the Contract requirements and established policies and procedures. This includes authorizing non-standard adjustments for non-specification Material or approving acceptance of documentation that does not meet Contract or accepted Agency guidelines.

Units within the Construction Section specialize in various areas such as: Pavements, Structure Services, Quality Assurance, Contract Administration, and Materials. Region Managers, AMs, REs, TPMs and other Project personnel should consult with them for advice and direction on administering construction Contracts.

1-2 Region Manager

Each Region Manager is responsible to the Delivery and Operations Division Administrator for all work performed by ODOT employees in the Region. For construction Contract administration, the Region Manager is responsible to assure that construction Contract obligations are fulfilled and that Contract administration is performed according to established ODOT policies and procedures, including those described in this manual.

The responsibilities of the Region Manager, regarding construction Contracts, include:

- Assign the personnel necessary to assure proper Contract administration and construction engineering.
- Review and make recommendations to the Construction Section regarding overruns or increases in Project authorizations. Approve overruns for Projects on the State Highway System of up to \$500,000, if justified.
- Review and approve, if within authority, or make recommendations to the Construction Section regarding Contract Change Orders, adjustments to Contract Time, claim settlements, and other construction matters. [Refer to Chapter 3 - Delegation of Authority.]
- Assure that the Work performed on, and the Materials incorporated into each Project comply with Contract requirements and are documented in accordance with ODOT's established policies and procedures, including those described in this manual.
- Assure that all Contract requirements, including workforce and small business equity programs and others, are fulfilled on all affected Contracts.
- Arrange for needed Project reviews and inspections to assure that the Project is constructed according to Contract requirements and achieves its intended purpose;
- Provide public information about construction Projects to the media, interested citizens, property owners, and other governmental agencies.
- Assure that personnel assigned to the Region receive the training needed to accomplish their duties.

The Region Manager may assign one or more AMs to be responsible for the construction and Project delivery program in the Region.

The Region Manager may issue Letters of Authority, within limits established by the Delivery and Operations Division Administrator, granting Region Project Delivery Managers, AMs, and REs certain levels of approval pertaining to construction Contracts for overruns, changes, and time.

Please review the Letters of Authority that apply to your Contract. TPMs do not have delegated authority.

1-3 Area Manager (AM)

The AM manages and provides guidance, assistance, and advice to the RE and TPM. Through Project visits and other information, the AM assures that the RE fulfills the duties regarding administration of construction Contracts.

The AM also must assure that:

- The RE has adequate staff.
- The Project is adequately funded to complete the Work.
- Good public relations exist at the Project level.

1-4 Resident Engineer (RE)

The RE is the Agency's representative in relationships with the construction Contractor, the public, and others. The role of the RE may be assigned to an Oregon Licensed Professional Engineer who is an ODOT employee or Consultant. In each of these cases, the responsibilities of the RE will be the same, however the delegated authorities will differ. [Refer to Chapter 2 – Project Funding/Contract Administration Responsibility.]

The RE is specifically responsible for the performance of construction Contract administration and may have other Project delivery activities, under the direction of the Region.

The RE's duties regarding construction Contracts include:

- Develop and supervise an efficient and effective organization, including the RE's staff and all other members of the Project team as needed, to help ensure that each Project is constructed in accordance with Project Plans and Specifications.
- Assure that Contract administration is performed according to established ODOT policies and procedures, including those described in this manual.
- Assure that Work, Materials used on the Project (whether produced on the Project or delivered from an outside source), and Project documentation conform to Contract requirements and established ODOT policies and practices. The RE must obtain the approval of the Construction Section for all price adjustments or for documentation that does not meet the Contract requirements or accepted ODOT guidelines; and

- Assure that Contract requirements are fulfilled on assigned construction Contracts including, but not limited to, the following:
 - Contract requirements are achieved.
 - Projects will be completed in a timely manner and within approved Project funding.
 - Disagreements are addressed with a sense of urgency and resolved at the lowest possible administrative level.
 - Field records and other documentation are correct and current.
 - Change Orders are processed within established timelines.
 - Workforce and small business equity programs and other Contract requirements are fulfilled.

The RE has limited authority to change Plans and Specifications. If changes are needed, the RE must obtain approval, including involvement of the Construction Section, the Agency's Technical Resource List, and the Professional of Record (POR) when necessary.

On occasion an ODOT RE may fulfill other roles such as TPM.

1-5 Project Management by Consultants or Local Agencies

A. Consultant Oversight by Agency RE

The Agency may engage the services of a Consultant to perform the RE role in administering a construction Contract. In this case, the Agency will assign an ODOT RE to administer the Consultant's contract with the Agency and to provide oversight of the Consultant's RE. The RE assigned to this role will report to the AM.

The Consultant's RE for the Project has the same responsibilities as an ODOT RE in administering the construction Contract. However, there are certain authorities that have not been delegated to a Consultant's RE. The authorities to adjust Contract Time, approve Contract changes, and approve payments remain with the Agency. [Refer to Chapter 2 - Project Funding/Contract Administration Responsibility.]

If the Consultant's RE does not administer the construction Contract according to the provisions of this manual, the construction Contract Specifications, and other requirements, Federal-Aid participation on those items may be withheld.

B. ODOT Transportation Project Manager (TPM)

For Projects with matching local funds, the Agency may engage the services of a Consultant or Local Agency to provide a Local Agency Project Manager (LAPM) to administer the construction Contract. The TPM is the liaison between the Agency and the assigned LAPM on projects that have city, county or other local funding associated with the Project. The assigned LAPM may be a Local Agency employee or a Consultant hired by the Local Agency to administer the construction Contract.

The assigned Consultant or LAPM for the Project has the same responsibilities as an ODOT RE. However, there are certain authorities of Project administration that have not been delegated to a Local Agency or a Consultant's RE. Authorities to adjust Contract time, approve Contract changes, and approve payments remain with the Agency. [Refer to Chapter 2 - Project Funding/Contract Administration Responsibility.]

The Agency will assign a TPM to provide oversight and assistance in administration of the Project. The Agency has the responsibility for ensuring that the Project is administered in conformance with approved Plans and Specifications and that processes conform to required standards and guidelines.

If the Local Agency or the Consultant does not administer the construction Contract according to the provisions of this manual, the construction Contract Specifications, and other requirements, Federal-Aid participation on those items may be withheld.



CHAPTER 2

PROJECT FUNDING / CONTRACT ADMINISTRATION RESPONSIBILITY

The funding for a Project may come from sources other than ODOT, including FHWA or other federal sources, other state governments, local governments, Utilities, or other private organizations. The sources of funding will be specified in the Project agreement and will be provided to the Resident Engineer (RE) at the start of the Contract period.

2-1 Program and Funding Services Unit of the Active Transportation Section

At the start of each Project, the Program and Funding Services Unit of the Active Transportation Section issues a letter that identifies the funding source(s) for all parts of the Project and identifies the Participation Indicators (subjobs) that must be used to charge costs to the proper funding source. The RE must enter the proper Participation Indicator (subjob) on all payments and on all Change Orders. If Work is added to the Contract, and that Work is to be funded by a different source or at a different rate than shown in the letter, contact the Contract Administration Unit (CAU) to establish a new Participation Indicator (sub-job) and activate it in the Contract Payment System (CPS).

2-2 State Administered Projects (Delegated)

For Projects involving Federal-Aid funds, FHWA has declared some Projects as “delegated”, which means that oversight will be performed in the same manner as if it is done by FHWA. ODOT will assume responsibility for project-level activities associated with section 106 of 23 U.S.C. (*Per the ODOT Federal-Aid Highway Program Stewardship and Oversight Agreement, April 2010.*)

These Projects were referred to as “exempt” by the Agency, and had “X” as the first letter in the Federal-Aid Project number. They are now referred to as “State Administered Projects” by FHWA.

Even for State Administered Projects, certain major changes to the Contract require FHWA approval. [Refer to Chapter 3 - Delegation of Authority.]

2-3 Risk-based Project Involvement

For Federal-Aid Projects that are identified as needing risk-based project involvement, FHWA retains the oversight to assure proper administration. These projects were previously referred to as “Full Federal Oversight” by the Agency. As such, the RE must involve the FHWA Area Engineer in major changes or other changes or developments on the project. [Refer to Chapter 3 - Delegation of Authority.]

2-4 Contract Administration Responsibility

For Projects involving Federal-Aid funding, ODOT, as the State Highway Agency, has the responsibilities for construction as specified in 23CFR 635.105. ODOT is responsible for ensuring Projects receive adequate supervision and inspection to assure that Projects are completed in conformance with approved Plans and Specifications.

ODOT must affirm required documentation, as well as the Contract Work and Contract administration, is performed in accordance with the Plans and Specifications. ODOT is responsible for assuring that payments are accurately charged to the proper sources of funding.

ODOT will not request FHWA funding participation unless Contract administration requirements have been performed in accordance with the Plans and Specifications. .

ODOT has these responsibilities even though it may have authorized another agency or Consultant to administer the Project. ODOT also retains these same responsibilities on Projects that may not include Federal-Aid funding.

The representatives of other entities that have funds in the Project have the authority to inspect the Project and the Work, and shall communicate

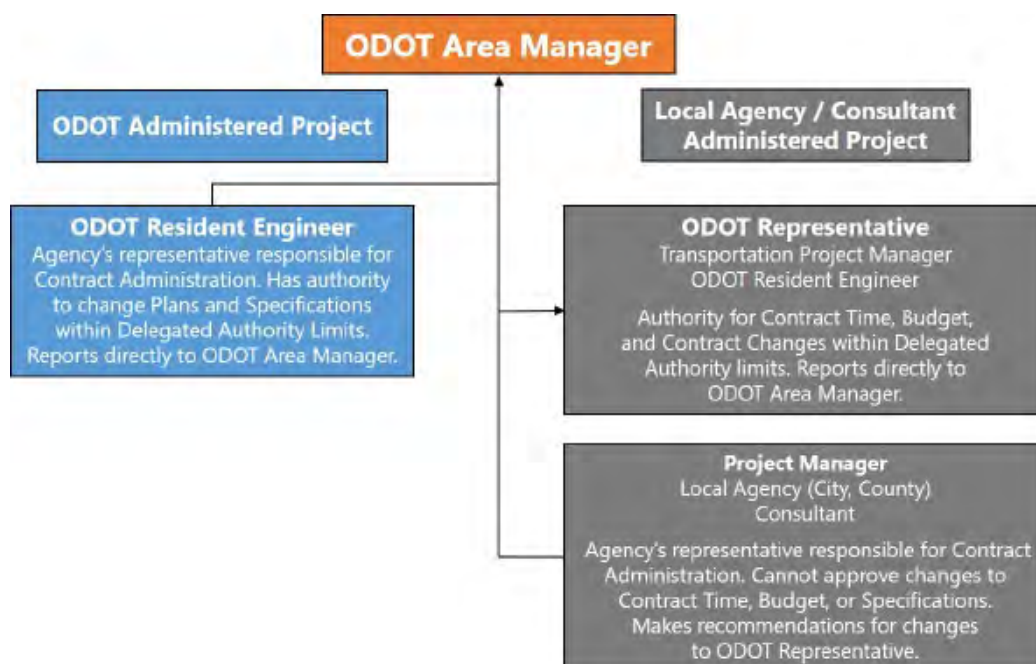
with the RE or the Project representative about issues of concern regarding the Work. Other entities include City, County, and US Forest Service agencies, among others.

For Projects where an entity acting as Program Manager with responsibility for administering the Contract is a Local Agency or its Consultant, ODOT will assign a Transportation Project Manager (TPM) to work with the Project Manager to ensure that the Local Agency or the Consultant is administering its Federal-Aid Projects in accordance with the Plans and Specifications. ODOT may enlist other ODOT persons or Consultants to assist in fulfilling that responsibility.

Certain responsibilities may not be delegated to a Local Agency or Consultant acting as the RE, including, but not limited to the following:

- Approval of Contract Change Orders, Adjustments of Contract Time, Orders for Extra Work to be done on Force Account Basis, and Force Orders.
- Approval of overruns or increases in Project Authorizations.
- Approval of price adjustments for non-specification Materials.
- Approval of quality and quantity documentation.
- Payments to the Contractor for Work completed.
- Final acceptance of the Project.

Responsibility for these tasks, within the delegated authority limits, will remain with the ODOT Representative (TPM or ODOT RE) assigned to the Project. For Projects administered by a fully Certified Local Agency, most of the above actions can be completed (Approved) with copies sent to the TPM. Refer to the [LAG Manual](#) for more information.





CHAPTER 3

DELEGATION OF AUTHORITY

3-1 Delegated Authority

The Oregon Transportation Commission (OTC) has delegated certain authorities to various positions in the Agency. The Director, Assistant Director for Operations, and the Delivery and Operations Division Administrator have delegated, through sub-delegation orders, some authority to lower levels in the Agency. Since approval of some construction related items may take some time to obtain, the Resident Engineer (RE) must stay aware of project funding, authorization, and expenditures, as well as any potential changes or other issues that may require approval at other levels. The RE must define the needed actions and obtain proper approvals within the expected timeframes.

The Authorities pertaining to ODOT's Construction Program are summarized in the next table. See comments listed below the table concerning Local Public Agencies (LPAs).

Type	OTC	Director Action	Delivery & Operations Administrator Action	State Construction and Materials Engineer	Contract Administration Engineer
Authorization Increase	\$5,000,000 or greater	\$2,000,000 to \$5,000,000	\$1,000,000 to \$2,000,000	All*	All*
Authorization Overrun	N/A	N/A	N/A	Up to \$1,000,000	Up to \$1,000,000*
Change Orders - \$ Value	N/A	N/A	N/A	All	All
Change Orders - Time	N/A	N/A	N/A	All	All

Type	Region Manager/ UMO Deputy Director	Area Manager/ UMO Project Director	Resident Engineers & RE-CPs
Authorization Overruns	Up to \$1,000,000	Up to \$250,000	None
Change Orders - \$ Value	\$250,000	\$250,000	\$100,000
Change Orders - Time	30 days	30 days	14 days

*Overruns or Increases on Claims Settlements only

The Delivery and Operations Division Administrator establishes the original construction authorization and can change the construction authorization as needed to deliver the STIP. The Delivery and Operations Division Administrator may submit some requests for increase in authorizations to the Assistant Director for Operations, Director, and or OTC for approval.

Adding/Cancelling a project or construction phase:

OTC authorization is for any program in which ODOT is in charge of the selection process.

The following types of projects would **require** OTC, Director or Delivery & Operations Administrator action:

- Fix-it (Pres, IM, Bridge, Culvert, Fish Passage, Operations, etc.)
- All Roads Transportation Safety
- Enhance
- Transit
- Rail
- Federal discretionary grants (FAST Act, TIGER, etc.)

The following types of projects would be **exempt** from OTC action; unless ODOT shares more than the minimum match requirements:

- Federal Lands Access Program
- Federal Emergency Relief
- MPO Selected projects
- AOC/LOC agreement projects through fund exchange and Local Bridge Program

Projects not presented to the OTC will follow the administrative process and follow the public involvement procedures for STIP amendments.

For new projects or new construction phases (pre-award), the approval matrix is as follows:

OTC Action:

- For new projects \$5,000,000 or more
- For new construction phases \$5,000,000 or more

Director Action:

- For new projects between \$1,000,000 and \$5,000,00
- For new construction phases between \$1,000,000 and \$5,000,00

Delivery and Operations Administrator Action:

- For new projects under \$1,000,000
- For new construction phases under \$1,000,000

ODOT Delegation:

- Not applicable

Cost Change (Project Development Phase)

For project total cost changes. the approval matrix is as follows:

OTC Action:

- Total project cost change that is above \$5,000,000

Director Action:

- Total project cost change between \$2,000,000 and \$5,000,000

Delivery and Operations Administrator Action:

- Total project cost change \$1,000,000 and \$2,000,000

ODOT Delegation:

- Total project cost change less than \$1,000,000

Construction Authorization Increase

For construction authorization increases, the approval matrix is as follows:

OTC Action:

- Construction authorization increase \$5,000,000 or more

Director Action:

- Construction authorization between \$2,000,000 and \$5,000,000

Delivery and Operations Administrator Action:

- Construction authorization increase between \$1,000,000 and \$2,000,000

ODOT Delegation:

- Total project cost change less than \$1,000,000

Immediate Opportunity Fund (IOF) Project Approval

Direct Action for all IOF projects.

Exceptions to OTC Action

The following items are exceptions to OTC approval, as these actions are required based on legal requirements

- Claims -when claims are filed during active projects, the legal cost and the associated claim settlement/award are unavoidable.
- Eminent Domain -the cost of expropriating private property for public use and the legal costs associated to it

The authorities delegated to ODOT REs are **not** delegated to Local Agencies or Consultants who may be employed by the Agency or Local Agencies. For those projects, that authority remains at the Region level.

Authority to approve increases in the Project Authorization for Local Public Agency (LPA) projects not on the State Highway System (local funds involved) has been delegated to the Manager of Statewide Investment Management.

When determining who has delegated authority, the dollar value of a Change Order is the absolute dollar value of all Change Order items. There are situations, however, where the dollar value of the change may be small, but the magnitude or type of the change is significant, such as a change in scope, project limits or a particular Specification change. In those cases, the RE must secure approvals including the Professional of Record (POR) and/or the appropriate Specification Technical Resource before proceeding with the Changed Work.

The Construction Section has authority to approve all Change Orders and adjustments of Contract Time that are beyond the Region Manager authority.

The Agency does not have the authority to change the scope or intent of the requirements in Sections 00100 through 00199 of the Contract without concurrence from the Department of Justice (DOJ). Before such changes can be made, the RE must contact the Contract Administration Engineer (CAE), who will request the agreement from the DOJ for such changes.

The RE shall obtain advance approval before authorizing the Work to commence when the RE delegated authorities are exceeded unless a public safety issue or an emergency is evident. The RE must submit an actual Change Order into AASHTOWare Project (AWP) shortly thereafter. There shall be no fragmentation of Change Order items to avoid required approvals. Document all prior approvals or other discussions on the Contract Change Order form 734-1169, submitted with the appropriate Change Order. [Refer to Chapter 15 of this Construction Manual.]

In emergency situations, the RE may take action as necessary to protect the public and the transportation facility and may obtain formal approval after the emergency Work has started. This only applies to emergency situations and the RE must obtain proper approvals soon thereafter.

The RE must obtain all proper approvals before ordering any Work that is beyond authority level of a RE. FHWA may not participate in the cost of Work that was started prior to its concurrence of the Work. Certain changes (see 3-2 below) made without FHWA concurrence could jeopardize federal funding for the project.

3-2 FHWA Oversight

Major Contract changes require the written approval of FHWA prior to commencement. Listed below are changes to the Contract that will require prior FHWA approval on Federal-Aid projects.

- Changes to the beginning or end of project limits.
- Any changes to environmental mitigation or commitments.
- Changes to the scope of the Work as defined in the Special Provisions (Work To Be Done).
- Waiver of Buy America Provisions.
- Waiver of Build America Buy America provisions
- CCOs that have significant impact to Contract amount or time should be discussed with FHWA Operations Engineers.
- Addition of or changes to warranty provision (NHS only)
- Right of way control revisions (NHS only)
- Other changes considered to be significant by a reasonable interpretation.

In addition to the above, FHWA retains the right to designate projects of significance, and will notify the Regions of Risk-Based Project Involvement (RBPI) plans, that will establish criteria regarding when FHWA approval is required for CCOs.

For such projects, the RE is responsible to obtain FHWA approval, as required, prior to signing the CCO. The RE shall retain documented approval from FHWA as part of the CCO's supporting documentation and will enter information on the supporting data sheet for the CCO.

Other Contract changes should request concurrence only from FHWA to keep them informed. Listed below are examples of changes where concurrence should be requested.

- Contract time changes over 120 days(excluding project suspension)
- Construction Authorization increases greater than 20%
- Net value of CCOs greater than \$500,000
- Post Award Letters of Public Interest Findings (LPIFs)

Alternative Contracts

Alternative Contracts (CM/GC, Design-Build, multi parameter, ID/IQ, etc.) will have differing criteria for involvement of FHWA regarding CCOs. FHWA Operations Engineers will notify the RE office of specific requirements for each Alternative Contract. For Alternative Contracts, the RE is responsible to obtain FHWA approval, as required, prior to signing the CCO. The RE shall retain documented approval from FHWA as part of the CCO's supporting documentation and will enter information on the supporting data sheet for the CCO.



CHAPTER 4

RELATIONS WITH PUBLIC OR OTHER AGENCIES

The Resident Engineer (RE) must:

- Provide information about construction Contract Work to inform the travelling public and media.
- Assure that the permit provisions of the ODOT Commerce and Compliance Division and other agencies are not violated.
- Address concerns of the traveling public, adjacent businesses, and other agencies are addressed.
- Assure that the Contractor accommodates emergency services.
- Provide Project information to the appropriate Mobility Coordinator.

4-1 Media and Traveling Public

The RE should provide Project information to the local media through the Region Public Information Officer so that local residents and businesses are made aware of the Project scope, schedule, and impacts to traffic. The RE may wish to obtain assistance from the Region Public Affairs representative. Update information to the media regularly as needed.

4-2 Permits

The RE and involved project personnel shall be aware of the requirements of permits that have been issued for the project. The RE must assure that the Contractor is aware of all permit requirements. Discussions regarding permit requirements shall occur during the Pre-Construction Conference. [Refer to Chapter 11 - Before On-Site Work Can Begin.]

Establish relations with the permitting agencies. The ODOT Region Environmental Coordinator (REC) is a resource for the RE pertaining to environmental matters. [Refer to Chapter 21 – Permits.]

4-3 Emergency Vehicles

The RE must assure and document that the Contractor or others notify the affected emergency services of any closures that may affect the emergency services. For Contract activities, the Contractor shall allow emergency vehicles to access or pass through the work area without delay. Discussions regarding emergency vehicle requirements shall occur during the Pre-Construction Conference.

4-4 Horizontal / Vertical Clearance Restrictions

The Project Work cannot prevent movement of oversize vehicles through the Project without coordination with the Freight Mobility Coordinator. The RE must notify the Commerce and Compliance Division Section 28 Calendar Days prior to any vertical or horizontal restrictions prohibit oversize vehicles through the Project. The RE must electronically submit a Highway Restriction Notice – Size and/or Weight form 734-2357 to the Motor Carrier Transportation Division (MCTD) Technical Coordinator. A confirmation email with a copy of the submitted form will be sent by MCTD. Once the restriction has been lifted, the form must be updated and resubmitted.

4-5 Right of Way / Permit of Entry

The RE must be aware of and inform the Contractor about Right of Way limits and use of adjacent property. The Contractor must not enter adjacent property without permission.

If Project activities require the acquisition of or entry onto adjacent property, then the Agency will acquire the property before allowing the Contractor access to the property. The RE must ensure a permit of entry is acquired prior to Project activities outside of the Right of Way. [Refer to Chapter 29 – Right of Way, Access and Approaches.]

Members of the travelling public and adjacent businesses often will contact the Inspector or RE with concerns regarding the Project. The Agency's representative, and the Contractor's representative when involved, must remain courteous to these persons in all communications. When issues are raised, the RE or RE designee should take timely action to resolve those issues.

Adjacent property owners and businesses may raise concern involving a Right of Way obligation that was negotiated for the Project. The RE should involve the ODOT Right of Way Representative in those discussions.



CHAPTER 5

CONSTRUCTION AUTHORIZATION

5-1 Construction Authorization

The ODOT Procurement Office (OPO) - Construction Contracts Unit (CCU) is responsible for developing a Construction Authorization for each construction Project. Please note that many of the activities discussed in this chapter are CCU processes. Construction Authorization is the total gross budget established for the Project, including the value of materials produced for Maintenance or a third party. Each construction Project has an approved Construction Authorization. (See Exhibit 5A.)

The Construction Authorization summarizes the commitment to fund expenses for the construction phase of the Project. It generally includes amounts for the following items:

1. **Contract Amount** - The sum of the bid items included in the Bid.
2. **Anticipated Items** - These are potential items of Work performed on the Project, not included in the contract amount or the engineering amount. Anticipated items are identified prior to the PS&E phase of a Project. The Resident Engineer (RE) should be involved during the Project development process in identifying these items. (See Operational Notice PDLT-07 and the PS&E Delivery Manual.)

NOTE: If the Project utilizes a Design-Build delivery method, the authorization includes preliminary engineering and construction engineering funds.

If the Project utilizes the Construction Manager/General Contracted (CM/GC) delivery method, the original authorization funds for pre-construction services, the Resident Engineer (RE) will submit requests for increases to the original authorization for amendments or change orders.

3. **Contingencies** - This amount is currently 3.5% of the Contract Amount (Contractor's original bid) and provides funding to cover typical fluctuation of Project quantities, as well as changes on a Project.
4. **Construction Engineering** - This includes the costs of Project administration, inspection, surveying, design, materials testing, etc., performed by the Agency or its agents charged to the Project during construction or after Award. See Operational Notice PDLT-08 for further discussion on this process.
5. **Performance Items** - APC smoothness
6. **Law Enforcement**

OPO will electronically post the Construction Authorization to the Project e-Construction system. The Construction Authorization is shown and tracked in the Contractor Payment System (CPS). [Refer to Chapter 25 – Payments to Contractors/Retainage.] (See Exhibit 5A, at the end of this Chapter for Summary of Bids Received and Construction Authorization.)

5-2 Overrun or Increase in the Construction Authorization

The RE has the responsibility to assure that the Construction Authorization is not exceeded without proper approval. There are different processes to obtain an overrun or increase in Construction Authorization. The process will initially depend on the type of Project, funding source and, in some cases, the total amount of the request for Projects contracted through ODOT, as follows:

1. Increase in Construction Authorization
(Local Program Projects)
 - a. Projects are on or off the State Highway System.
 - b. No set maximum amount, uses local funds.
 - c. No mechanism to overrun.
 - d. For Certified Local Agency Projects, refer to the LAG Manual.

2. Overrun in Construction Authorization
(Non-Local Program Projects)
 - a. Amount is cumulative, but less than \$500,000.
 - b. May also have Local Agency funds.
 - c. Requires approval from the Region Manager.
3. Increase in Construction Authorization
(Non-Local Program Projects)
 - a. Amount is greater than \$500,000 but less than \$1,000,000.
 - b. May also have Local Agency funds.
 - c. Requires approval from the Region.
 - d. Amount is greater than \$1,000,000 but less than \$2,000,000
(May also have Local Agency funds.
 - e. Requires approval by the Delivery & Operations Administrator
and, if applicable, review by the Oregon Transportation
Commission (OTC).
4. Increase in Construction Authorization
(Non-Local Program Projects)
 - a. Amount is greater than \$2,000,000 but less than \$5,000,000.
 - b. May also have Local Agency funds.
 - c. Requires approval by the Director and, if applicable, review by
the Oregon Transportation Commission (OTC).

The RE does not have authority to exceed the Construction Authorization. REs for outsourced or local agencies administering ODOT construction contracts need to Work with their ODOT representative (ODOT RE or Transportation Project Manager) on matters, including assuring that the Construction Authorization is not exceeded without approval. [Refer to Chapter 3 - Delegation of Authority and Section 5-3 Authority for Request to Overrun or Increase.]

Expenditures for the construction Project are charged against the Construction Authorization. The Construction Authorization can only be changed by the formal process of overrunning or increasing the Construction Authorization. **Funding from outside sources to pay for Work added during the Project does not automatically increase the Construction Authorization.**

For example, rock production Work added for Maintenance during the Project will increase construction expenditures. The funds Maintenance contributes to pay for the rock does not automatically increase the Construction Authorization. If the Construction Authorization is exceeded, the formal overrun or increase of authorization process must be followed

to address the rock and associated funding.

The Agency allocates each Region and the Program Managers a budget for its construction program, which includes all the Region/BDU Projects. The Region is responsible for managing its construction program within budget, including any overruns of individual Projects.

The Region may fund an overrun or increase on a Project from underruns or decreases in scope on other Projects. Additional funds may be acquired by delaying a future Project, or with funding from other programs, with agreement of the responsible program manager. Each Region will maintain a listing of expected Project costs so that the Region is able to respond to needs for increased funding on a Project. The Region will identify the source and confirm the availability of the additional funds for each request to overrun or increase a Construction Authorization.

Increasing expenditures by Change Orders or extending bid item Work does not increase the Construction Authorization. The RE remains responsible for staying within the Construction Authorization or approved overrun.

If a Change Order causes the Project to exceed the Construction Authorization amount, then the RE (ODOT or Local Agency) will complete a request for increase or overrun prior to the Change Order being executed. [Refer to Chapter 15 – Change Orders/Force Account/Work by Public Forces.]

The RE should use information contained in the Contractor Payment System (CPS) to estimate Project costs and calculate needed funding. For instance, the RE will update the corrected estimate with the estimated final quantities. The CPS will calculate the estimated Project cost (corrected estimate) for use on the Request for Overrun or Increase in Project Authorization, form 734-3372. [Refer to Chapter 25 Payments to Contractors/Retainage.]

5-3 Authority for Requests to Overrun or Increase

The Oregon Transportation Commission (OTC) has delegated to the Agency certain authorities for Construction Authorizations:

Local Program Projects: The Program and Funding Services Manager in the Active Transportation Office (ATO) has the authority to approve the funding availability on an increase in the Construction Authorization.

Non-Local Program Projects: The Highway Division Administrator, through sub-delegation orders, has provided the following authorities to

approve an overrun of a Construction Authorization:

1. To the Statewide Project Delivery Manager/Chief Engineer, total overruns up to \$500,000.
2. To the Region Managers total overruns up to \$1,000,000.

By Letter of Authority, the Statewide Project Delivery Manager/Chief Engineer has provided the authority:

- To the State Construction & Materials Engineer (SC&ME), total overruns up to \$1,000,000.
- To the Contract Administration Engineer (CAE), total overruns up to \$1,000,000 for claim settlements.

By Letter of Authority, the Region Managers may have provided the authority to specific subordinates to approve overruns. Such authority must be within PDLT guidelines, and cannot exceed \$1,000,000 above the current Construction Authorization. Provide Current Letters of Authority to the CAE. [Refer to Chapter 3 - Delegation of Authority.]

If the scope of a Project has been significantly decreased or the cost of Project Work will underrun the Construction Authorization, the Region may request that the Construction Authorization for that Project be decreased. By de-obligating these funds, they will be available for other Projects. The process for such a request is similar to that for an overrun or increase in Construction Authorization. See previous Section 5-2, Overrun or Increase in Construction Authorization.

If more than \$1,000,000 above the current Construction Authorization is necessary to complete the Project, the RE must follow the increase in Construction Authorization as described in Section 5-4, Submitting a Request to Overrun or Increase.

The RE (ODOT, Consultant or Local Agency) is responsible to manage assigned Projects and request an overrun or increase in authorization, if necessary. The RE must secure the approval for the additional funding prior to having the Contractor perform the Work. Contact the Region Local Agency Liaison (LAL) or the Contract Administration Unit (CAU) for additional assistance.

5-4 Submitting a Request to Overrun or Increase

The RE must submit a request to overrun or increase the Construction Authorization, as well as needed information relating to the source prior to the need for the additional funding. The request must be specific regarding the funding source(s). If Projects will be delayed, postponed, or if funding is available through savings on another Project, then the request must identify those Projects. For Projects involving Local Funding, contact the Program and Funding Services Manager for funding availability.

The processes of obtaining consent to overrun or increase the Construction Authorization are essentially identical. For outsourced or Local Agency Projects, work with the ODOT RE or in completing this process. For Certified Local Agency Projects, refer to the LAG Manual and work with the ODOT on the procedure.

1. The RE should first determine which type of request in Construction Authorization is required. See Section 5.2, Overrun or Increase in the Construction Authorization.
2. The RE must complete a Request For Overrun or Increase in Construction Authorization, form 734-3372. The Region will confirm the source and the availability of, the additional funding.
3. The RE must also complete the Request for Overrun or Increase in Construction Authorization Supporting Data, form 734-2538 and provide information on the funding source for any additional funds needed to complete the Project. Work with Area and Region Manager as needed.

a. Submitting an “Increase” in Construction Authorization

(Local Program Funds):

- i. The RE must coordinate the following with the ODOT and attach a memo to forms 734-3372 and 734-2538 that explains the principle reasons or events that contributed to the “increase” on the Local Program Funded Project. (See Exhibit 5B.) The memo, with supporting documentation, must answer the following:
 - » What happened on the Project that caused the need for additional Construction Authorization?
 - » Why did this event occur?
 - » How can this be prevented on future Projects?
 - » What will happen in the event the request is not approved?
 - » How will this increase be funded?
- ii. The RE should also attach related email correspondence that support the principle reasons or events that contributed to the increase.
- iii. The RE must coordinate with the ODOT to obtain the signatures on form 734-3372 from the following:
 - » The Local Agency, if they have provided any Project funding or are responsible for the design and/or maintenance of the finished Work.

- » The Region Manager, who will review and approve the request (if appropriate). The Region will notify the RE and will send the original approved request to the Construction Section.
- iv. The ODOT , Area Manager or Region Manager, will submit the Increase to the ODOT Construction Section.
- v. The ODOT Construction Section will review the request for completeness, and submit the request to the Active Transportation Office (ATO) for approval of the available funds.

b. Submitting an “Overrun” in Construction Authorization

(Non-Local Program Funds, less than \$500,000):

- i. The RE must attach a memo to form 734-3372 and 734-2538 that explains the principle reasons or events that contributed to the “overrun”. (See Exhibit 5C.) The memo, with the supporting documentation, must answer the following:
 - » What happened on the Project that caused the need for additional Construction Authorization?
 - » Why did this event occur?
 - » How can this be prevented on future Projects?
 - » What will happen in the event the request is not approved?
 - » How will this “overrun” be funded?
- ii. The RE should also attach related email correspondence that support the principle reasons or events that contributed to the overrun.
- iii. The RE must obtain the signatures on form 734-3372 from the following:
 - » Local Agency, (not typical) only if they have provided any Project funding or are responsible for the design and/or maintenance of the finished Work.
 - » Area Manager, who will review and approve the request as needed up to \$250,000.
 - » Region Manager, who will review and approve the request as needed. The Region will notify the RE and will send the original approved request to the Construction Section.
- iv. The ODOT Construction Section will review the request for completeness and coordinate with the ATO for approval of the availability of funds.

- v. For a request of up to \$500,000 to overrun a Project on the State Highway System, the SC&ME will note the request and distribute to the appropriate parties.

c. Submitting an "Increase" in Construction Authorization

(Non-Local Program Funds, greater than \$5,000,000):

- i. Any Construction Authorization increase that is more than \$5,000,000 shall be prepared for approval by the OTC (Oregon Transportation Commission).
- ii. The RE, Region must submit a draft cover letter (from the ODOT Director to the OTC) in a MS Word document to the Construction Section accompanying forms 734-3372 and 734-2538. (See Exhibit 5D.) The draft cover letter must explain the principle reasons or events that contributed to the "increase."
- iii. The draft cover letter with the supporting documentation must answer the following:
 - » What happened on the Project that caused the need for additional Construction Authorization?
 - » Why did this event occur?
 - » How can this be prevented on future Projects?
 - » What will happen in the event the request is not approved?
 - » How will this "overrun" be funded?
- iv. Attach a vicinity and location map of the Project (from ODOT GIS Unit, 503-986-3154).
- v. The RE must obtain the appropriate signatures on form 734-3372 from the following:
 - » The Local Agency, (not typical) only if they have provided any Project funding or are responsible for the design and/or maintenance of the finished Work.
 - » The Region/BPU Manager will review the request, sign as "recommended". Submit the signed request with an electronic copy of the draft letter to the Construction Section.
- vi. The ODOT , Area Manager or Region Manager must coordinate with The Construction Section:
 - » To ensure that approval is given prior to performing the Work. This coordination will include deadlines and processes established by the Active Transportation Office (ATO) and the OTC (ODOT Hwy OTC Agenda Items).

ODOT_Hwy_OTC_AgendaItems@odot.state.or.us.

- » To allow for seven (7) working days prior to the ATO Deadline, for time to be added to the OTC agenda, if applicable.
- vii. The State Construction & Materials Engineer (SC&ME) will:
 - » Review the request for increase in Construction Authorization and determine if any additional information from the Region/BPU or the RE is needed.
 - » Review the draft letter from the Region requesting the Delivery and Operations Division Administrator to approve of the increase.
 - » Make a recommendation to the Delivery and Operations Division Administrator, based on reason or scope of the request. (In the case of an Emergency or High Priority Repair, contact the SC&ME.)
 - » Sign the request (if applicable) and forward it, with the letter, to the ATO for a preliminary review.
- viii. The Delivery and Operations Division Administrator has delegated authority to approve increases in Construction Authorization to \$2,000,000.
 - » If the Delivery and Operations Division Administrator approves the increase in Construction Authorization, then the Delivery and Operations Division Administrator signs and returns the increase in Construction Authorization to the State Construction & Materials Engineer.
- ix. The Delivery and Operations Division Administrator may also determine if the increase in Construction Authorization will be forwarded to the Director or the OTC for approval. (Although an increase in Construction Authorization does not require a STIP amendment, the Delivery and Operations Division Administrator may determine that some increases in Construction Authorization be brought to the OTC.)
 - » If the Delivery and Operations Division Administrator decides to seek Director or OTC approval, then the Delivery and Operations Division Administrator will forward the completed packet to the ATO for review.

- x. Once reviewed, ATO will forward to the Commission Assistant to add to the OTC agenda.
- xi. Once approved by the OTC, the Commission Assistant will email the Contract Administration Lead.

Note: After approval of the increase, it is required that the RE office obtain concurrence of the CAE on all CCOs that may be generated from the approval of the increase.

- xii. When a request is approved and/or noted, the Construction Section will electronically distribute a copy of the request to the Region/BDU, RE, and the Program and Funding Services Manager.
- xiii. The Contract Administration Unit will update the information in the CPS and retain the original.

Note: Once an increase in Construction Authorization has been approved, any subsequent requests under \$500,000 will start over as "over-run" requests in Construction Authorization.



CHAPTER 6

EXAMINATION OF PROJECT SITE AND RESPONDING TO BIDDERS' QUESTIONS

6-1 Project Site Examination

The RE will:

- Prepare the Project for examination by the Bidders.
- Assure that the Project site is plainly marked or that the Project site can be identified by prospective Bidders and other parties. The centerline or other appropriate designation, beginning and end of Project, Material sources and other important features must be identified.
- Provide appropriate access to the Project site, if the Project cannot be examined safely from the roadway.

6-2 Responding to Bidders' Questions

According to Standard Specification 00120.15, the RE (or designee) is the Agency's single point of contact during the solicitation (Advertisement) phase of the project. The RE is also the subject matter expert for constructability issues.

The RE's name, address, phone number, and email address will be printed on the Bid Booklet with the instruction to Bidders: "All requests for information must be in writing with reference to the Project name."

The RE will do the following to fulfill the Agency's obligations during the Advertisement phase of each Project:

- Review the Project Plans, Special Provisions, and relevant Project data to become familiar with specific Project requirements and situations.
- Track Bidder inquiries during the solicitation phase to ensure that technical information is appropriately shared with all Bidders through Addenda or Letters of Clarification posted on eBIDS (Electronic Bidding Information Distribution System).
- Involve the Project Designer, Professional of Record (POR), and/or the Agency's Specification Technical Resource to resolve defects, conflicts, omissions, or discrepancies in the Bid Documents.
- Request that ODOT Procurement Office (OPO) or the Project Controls Office (PCO) post missing information on eBIDS, ODOT's electronic bidding system, if the RE discovers a deficiency during Advertisement. Reference documents found in eBIDS contain data used in or developed during the Project development stage, including subsurface or geologic reports.
- Ensure that all communications with planholders are properly archived in an electronic format and storage location that is accessible by others within the Agency, so that the information may be retrieved if the need arises.

All questions from prospective Bidders are required to be submitted in writing and the RE will make the determination of how to respond listed below:

- Respond via email back to the individual Bidder for a question that is specification or Bidding Document related and can be answered by the Contractor with simple guidance from the RE in a non-interpretive manner). The RE will make every effort to provide a timely response, taking into account that some questions potentially require coordination with other resources (e.g., POR) that will require additional time. The RE has the opportunity to answer these types of questions up until the day before the bid date. If Bidders do contact the RE by telephone, the RE will determine the appropriate way to respond or request additional information in writing.
- Respond via Letter of Clarification posted on eBIDS, if the question is raised by one or more prospective bidders and the answer does not require changes to the Bidding Documents but the RE

determines that the answer could present an unfair competitive advantage if it is not provided to all prospective bidders.

- Respond via Addendum Letter posted on eBIDS, if the question requires the Bidding Documents to be changed. The RE may not discuss possible or probable changes to the Project unless the changes have been formalized by issuance of an Addendum.
- If a matter arises from a Bidder's inquiry that requires a change in the Bidding Documents, or an Addendum cannot be issued in time, the RE must consult with PCO, the Project Designer, Area Manager, and the Tech Center Manager about possible Project postponement.

The RE must also follow the current dates and timing limitations for sending out an Addendum or a Letter of Clarification to notify prospective Bidders about information as noted in the Phase Gate Delivery Manual and the PDLT Operational Notice PD-07.

6-3 Post Bid Opening Communications

The solicitation phase ends when Bids are opened. After the Bid Opening, all communication with the apparent low Bidder will be through the OPO, until Notice to Proceed. Any questions or comments by the apparent low Bidder to the RE should be directed to OPO.

[Refer to Chapter 8 – Award and Execution of Contract for information on project advertisement, bidding, awarding, and contract execution.]



CHAPTER 7

EVALUATION FOR UNBALANCED BIDS

ODOT's Estimating Group in the Project Control Office (PCO) will perform an evaluation on each apparent low Bid for unbalanced bidding.

There are two types of unbalanced Bids—mathematical and material:

- A **mathematically** unbalanced Bid is one that contains lump sum or unit bid items that do not appear to reflect reasonable actual costs. Those reasonable actual costs would include a reasonable proportionate share of the Bidder's anticipated profit, overhead costs, and other indirect costs that the Bidder anticipates for the performance of the items in question. While mathematically unbalanced bids are not prohibited per se, evidence of a mathematically unbalanced bid is the first step in proving a bid to be materially unbalanced.
- A **materially** unbalanced Bid is one that produces a reasonable doubt that Award to the low Bidder, who submitted the mathematically unbalanced Bid, would result in the lowest ultimate cost to the Agency.

There are numerous reasons why a Bidder may want to unbalance a Bid. One reason is to get more money at the beginning of the Project by overpricing the Work done early in the Project. This is called "front loading" the Contract. Another reason may be to increase profits or reduce contractor

risk. This is done by overpricing bid items the Bidder believes will be used in greater quantities than estimated and underpricing items that will be used in significantly lesser quantities.

The PCO uses the following guidelines when evaluating Bids to identify materially unbalanced Bids:

- After Bid Opening, evaluate bid item prices, as submitted by the Bidders, for unreasonable deviations from the Engineer's Estimate. The Agency reserves the right to review all Bids for material unbalancing regardless of the deviation from the Engineer's Estimate.
- If bid item prices deviate more than a reasonable amount from the Engineer's Estimate, request responsible unit to re-check the bid item quantities.

Items that may contribute to material unbalancing are:

- Obvious errors in the Plans or estimates.
- Front-end loading where the Bids indicate that the Contractor will receive disproportionate payment for work done during early stages of the Project.
- Staging differences between what the POR considered versus what the Contractor determined.
- Anticipated underruns or overruns of items.
- Token Bids which indicate that the Bid(s) are disproportionately higher than the value of the work to be done under the Contract.

After evaluation, the PCO makes a recommendation to the Chief Engineer regarding the presence or absence of a materially unbalanced Bid. This recommendation and other relevant factors will be considered to determine the action to take regarding the Bids received, consistent with public interest. A Bid found to be mathematically unbalanced to some degree, but not found to be materially unbalanced may still be awarded to the low Bidder.

Although the PCO evaluates unbalanced Bids, it is important that the RE and Region promptly advise the PCO when an error or omission in the Plans or quantities is discovered, both during pre-bid reviews and during construction. The Estimating Group may also request the assistance of the RE in evaluating Bids for unbalancing.

When the Contractor's Bid proposal contains unbalanced items, the PCO will notify the RE and Region in writing so that they can administer the Contract with knowledge of the apparent unbalanced prices.

The RE should consider either redesigning or deleting portions of Work containing unbalanced bid items so as not to do the overpriced Work (See 00140.30 – Agency Required Changes to the Work).

After award, the RE office places the unbalanced bid into CPS using the recommendation of award (Cost Analysis).

At the completion of the Project, the RE will be required to identify bid items noted as having potentially unbalanced bids on the Project Manager's Narrative, as well as identifying the efforts made to manage these items. [Refer to Chapter 37 – Submittal of Final Project Documentation]

If a Project includes bid items that are significantly overpriced or under priced, avoid changes to the Project that increase or reduce the quantities of those bid items. Consider other alternatives, wherever possible, to avoid conflict with the public policy on competitive bidding.

Refer to Standard Specification 00195.50(a-4) regarding progress payments for items with unbalanced prices.



CHAPTER 8

AWARD AND EXECUTION OF CONTRACT

The ODOT Procurement Office – Construction (OPO – Construction) is responsible for Awarding ODOT Contracts. Please note that many of the activities this chapter attributes to OPO – Construction may be the responsibility of others for Design-Build Projects. If the Project is being procured using the Design-Build delivery method, refer to the [Design-Build Procedures Manual](#) for the applicable award and execution process.

8-1 Bid Review and Price Analysis

Immediately after the Bid Opening, reviews for responsiveness and responsibility of the low Bidder are conducted.

- A **responsive Bid** is one that meets all the requirements of the advertisement and proposal, including Construction Contractors Board (CCB) or landscape licensing, DBE goal, Subcontractor disclosure, Secretary of State Business Registry, affiliations, TERO requirements, etc.
- A **responsible Bidder** is one who is physically organized and equipped to complete the Contract (i.e., has available the appropriate financial, Material, Equipment, facility and personnel resources and expertise). The review includes ODOT Prequalification, bid bond, insurance company authorized to do business in state of Oregon, and that the Bidders are not on the debar or disqualification lists of FHWA, CCB, or Bureau of Labor and Industries (BOLI).

A cost analysis review is performed by the [Office of Project Letting, Estimating Unit](#), to determine if the Bid price is the best value to the public, identify unbalancing by the Bidder, and to identify any issues that may cause the procurement to be considered flawed (i.e., missing, incorrect, or poorly defined bid items, or significant quantity errors, etc.). [Refer to Chapter 7 – Evaluation for Unbalanced Bids.]

Upon completion of the cost analysis review, OPO – Construction will provide a [Notice of Intent to Award \(NOIA\)](#).

OREGON DEPARTMENT OF TRANSPORTATION
NOTICE OF INTENT TO AWARD
DECEMBER 11, 2008 BID OPENING
THIS IS NOT A NOTICE OF AWARD OR A NOTICE TO PROCEED

#4

CONTRACT # 13967 (Key#11421)
PROJECT: Willamette River (Morrison) Bridge Ped/Bike Access
HIGHWAY: Morrison Street
COUNTY: Multnomah
DBE GOAL: 1.0%

R & R GENERAL CONTRACTORS, INC. (55179) \$ 1,659,778.60

#5

CONTRACT # 13966 (Key#15459)
PROJECT: US197: Burnham Ave. - 3rd St. (Maupin)
HIGHWAY: The Dalles - California
COUNTY: Wasco
DBE GOAL: 0.0%

ROTSCHY, INC. (82050) \$ 1,482,006.60

8-2 Contract Award

As specified in Subsection 00130.10, the Agency has up to 30 Calendar Days after Bid Opening to award the Contract to the lowest responsive and responsible Bidder.

Upon expiration of the three (3) working day NOIA protest period, and award approval by the ODOT Deputy Director, Oregon Transportation Commission (OTC), or FHWA for full-oversight Projects, OPO – Construction notifies the successful Bidder of the Award and sends the Contract booklets and requirements for bonds, certificates, registration and insurance to the successful Bidder. The Bidder shall furnish the following properly executed documents before the Agency can issue Notice to Proceed (NTP) and execute the Contract:

- 1. Performance and Payment Bonds** – The Bidder shall furnish a Performance Bond and a Payment Bond, each in the amount equal to the Contract Amount. Bonds, except in unusual instances, remain in effect throughout the life of the Project without further action.

2. Copy of a Public Works Bond filed with the CCB – ORS

279C.836 requires a Contractor or Subcontractor, before starting Work on a Contract or subcontract for a public works project, to file with the CCB a Public Works Bond in the amount of \$30,000. The Public Works Bond is not project-specific, and remains in effect continuously until depleted by claims, or if canceled by the surety. The exception to this requirement is that a person that is not required under ORS 279C.900 to 279C.870 to pay prevailing rates of wage is also not required to file a Public Works Bond (i.e., owner-operator truck drivers, material testers, surveyors, etc.). For more information on Public Works Bonds, and to check on the filing status for any Contractor or Subcontractor, see the CCB website at: <https://www.oregon.gov/ccb/Pages/Licensing.aspx#InsuranceAndBondResources>.

3. Coating System Warranty – If a coating system warranty is required, the value will be shown in Subsection 00594.75 of the Special Provisions. The Bidder must submit a supplemental warranty Performance Bond, which shall become effective upon Second Notification and continue until the full warranty period has expired.

(For Design-Build projects, the warranty becomes effective upon issuance of Final Second Notification.)

4. Certificates of Insurance – The successful Bidder shall furnish the Agency with the required certificates of insurance in the amounts specified in Subsection 00170.70 of the Special Provisions. Insurance must be kept in effect throughout the life of the Project, and is renewed periodically. The Contractor must not be allowed to continue Work on the Project if the insurance has lapsed. Contact [OPO – Construction](#) if you need assistance in renewing insurance renewal certificates.

5. Certificates of Workers' Compensation Coverage – The successful Bidder shall submit the Certification of Workers' Compensation Coverage form to certify compliance with the Workers' Compensation insurance coverage requirements listed in Subsection 00170.70 of the Special Provisions.

Within seven (7) Calendar Days after the Agency has received the executed Contract documents, from the successful Bidder, the Agency will execute the Contract [See 00130.50(b).] A fully-executed, original Contract booklet is sent to the successful Bidder, who then officially becomes the Contractor.

8-3 Notice to Proceed (NTP)

As specified in Subsection 00130.90, the Agency has five (5) Calendar Days after the Contract is executed to issue NTP to the Contractor. Among other things, the NTP indicates that the Contractor has furnished the appropriate bonds and insurance and the Contract has been executed. The RE must not allow the Contractor to start any Work on the Project Site until OPO - Construction has issued the NTP.

As stated in Subsections 00130.80 and 00130.90, the Contractor may request an adjustment of Contract Time if the Agency fails to perform its duties within the times specified in the Contract and the Contractor is actually delayed as a result. [Refer to Chapter 13 - Contract Time.]

As typically delegated by the RE, the Inspector is responsible for the following:

- Inspect the Work performed and Materials furnished to assure compliance with the requirements of the Contract.
- Orally reject defective Materials and confirm such rejection in writing.
- Orally suspend the Work (temporarily) for improper prosecution, pending the Engineer's decision.
- Verify the Contractor does not violate the restrictions of the Contract.
- Measure the completed Work (to assure proper payment).
- Document Project activities (labor, Equipment, weather, significant events, etc.).
- Communicate (represent the RE in communications with the Contractor and others).

The Agency's inspection responsibilities on Design-Build Projects are significantly different. Refer to the Design-Build Contract to determine the Agency's inspection responsibilities.

The Inspector achieves this by:

- Observing the Work, including Materials and processes, as appropriate.
- Performing or reviewing testing and reviewing test results.
- Assuring that Material quality is acceptable and documented.
- Rejecting defective Material as needed under the Quality Assurance Program and the Contract requirements.



Oregon

Safe. Smart. Growing.

Department of Transportation
ODOT Procurement Office - Construction
3900 Fairview Industrial Drive SE, MS#2-2
Salem, OR, 97302-1122
Phone: (503) 986-2740

October 19, 2021

MARCUM & SONS LLC
336 SW BLACK BUTTE BLVD
REDMOND, OR 97756

Subject: Notice to Proceed for Contract No. 15305
Contract Execution Date: October 18, 2021
CENTRAL OREGON
US20: WARD / HAMBY RD, INTERSECTION PROJECT
DESCHUTES COUNTY

We have enclosed for your files a fully executed copy of the following contract which was awarded to you by the Oregon Transportation Commission.

According to subsection **00170.20 Public Works Bond** of the Special Provisions, the public works bond in the amount of \$30,000 has been filed with the Construction Contractors Board. It is your responsibility to verify that all subcontractors have filed a public works bond before the subcontractors begin work.

By this notice to proceed, you are authorized to commence work and to enter onto the property on which the work is to be done under terms of the contract effective the date of this letter.

The general liability, excess liability, commercial automobile liability and Workers' Compensation insurance coverages are in effect. It is your responsibility to keep your insurance coverages in force throughout the life of the contract.

If you have any questions, please contact me.

Sarika Herigstad

Sarika Herigstad
Procurement & Contract Specialist
(503) 986-2605
Sarika.HERIGSTAD@odot.state.or.us

Enclosure

cc: A.G. Sadowski
Attn: Tracy Stewart
tracy@agsadowski.com

Bond Number	Surety Company
2320482	North American Specialty Insurance Company

VAROUM & SONS LLC

October 10, 2021

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Distribution: Bill Martin, Resident Engineer
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Clay Deckert, Region 4 Field Coordinator
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ODOT - OCR, Office of Civil Rights Info Request
ODOT - OPD, Procurement Office - Construction
Robert Ryan, TAO
Tara Harold, Program Funding



CHAPTER 9

RESPONSIBILITIES OF RESIDENT ENGINEER

9-1 General Responsibilities

As stated in Subsection 00150.01, the Resident Engineer (RE), acting for the Chief Engineer, is the Agency's authorized representative on each Project and has the responsibility and authority to properly administer the Project. The person the Agency names to fulfill the role of RE could be:

- A Consultant reporting to an ODOT RE.
- A Consultant reporting to an ODOT Transportation Project Manager (TPM).
- A Local Agency employee reporting to a TPM.

An Agency employee is typically one who holds the title of RE on their position description.

The RE is the Agency's designated representative for administering the Contract with the Construction Contractor, and for Project interactions with the public and others. The role of the RE may be assigned to an ODOT employee, a Local Agency employee, or a Consultant. The responsibilities of fulfilling the role of the RE will be the same; however, the delegated authorities will differ.

As discussed in Chapter 3 - Delegation of Authority, an Agency employee assigned as RE may be provided a letter of authority. Without such letter of authority the RE may only **recommend** approval of Change Orders and Contract Time adjustments.

The RE's duties regarding construction Contracts include:

- Develop and supervise an efficient and effective organization, including the RE's staff and other members of the Agency's Project team as needed, to help ensure that each Project is constructed in accordance with the Plans and Specifications.
- Assure that Contract administration is performed according to established ODOT policies and procedures, including those described in this manual.
- Assure that Work and Materials used on the Project, and Project documentation conform to Contract requirements and established ODOT policies and practices. The RE must obtain the approval of the Contract Administration Engineer (CAE) for price adjustments or for documentation that does not meet the Contract or accepted ODOT guidelines, including those described in this manual.
- For Projects assigned to the RE, assure that Contract requirements are met

NOTE: For the RE's responsibilities on Design-Build Contracts, refer to Design-Build Contract documents and the Design-Build Contract Administration Manual. The Project-specific, Agency-accepted Quality Plan will define the processes and practices the Design-Builder must follow. The RE will monitor the Design-Builder's adherence to the processes outlined in the Quality Plan to ensure Contract compliance.

For the RE's responsibilities on Construction Manager / General Contractor (CM/GC) Contracts, refer to the CM/GC Contract documents and the CM/GC.

The RE has limited authority to change Contract Plans and Specifications. If changes are considered necessary, the RE may need to obtain approval, including involvement of the Construction Section, and the Professional of Record (POR) and/or designer.

The RE is responsible, among other things, to assure that the:

- Work is constructed in accordance with the Contract, Plans and Specifications.
- Contract is administered in a proper and fair manner.
- Contractor is paid for Contract items that are completed in accordance with the Contract.
- Work is inspected.
- Work is properly documented.

In administering the Contract or interpreting its terms and requirements, the RE must assure that actions comply with the practices described in this manual, and that the actions do not conflict with other accepted statewide practices.

The RE is responsible to ensure administration of the Contract and may delegate such authority they deem necessary for the performance of the Work. The Agency's representatives associated with the Project are responsible to work through the RE.

9-2 Working Relationship with the Contractor

The RE is the Agency's single point of contact with the Contractor in all aspects of administering the Contract. The Contractor's Superintendent will be the single point of contact with the RE. [Refer to Chapter 10 - Superintendence by Contractor.]

For each construction Project, the RE and Contractor should develop a functional organization chart that defines the lines of communication between members of the organizations. This facilitates communication between the appropriate individuals on the Project.

It is imperative that the Contractor and RE maintain effective communications. Communication may be both written and verbal.

On critical Project issues, written communication occurs only between the RE and the Contractor's Superintendent. Such issues include:

- Change Orders
- Project schedule and needed updates
- Contract Time
- Disputed issues
- Significant issues involving workmanship or Work quality, Material quality, etc.
- Changes to Subcontractor's work
- Subcontractor performance

Verbal agreements or directions must be confirmed in writing and entered into the Project diary or General Daily Progress Report.

The RE and other Project personnel shall not direct the Contractor's operations except when directing Force Account Work. [Refer to Chapter 12-G - Extra Work Performed on Force Account Basis and Chapter 15 - Change Orders/Force Account/Work by Public Forces.] The RE is responsible for requiring the Contractor to correct methods that are unsafe or detrimental, or to correct Work that does not fulfill Contract requirements. If the RE or other Project personnel attempt to direct the Contractor's operations, then the Contractor may claim that the RE assumed risk and responsibility for the Work product.

9-3 Inspection

The RE may assign one (1) or more individuals to perform inspection or other Work on the Project. In addition, the RE may utilize other persons or units for inspection.

Although the duties and authorities of an Inspector are defined in 00150.02, the RE may assign other duties as well and delegate such authority as the RE sees fit.

NOTE: For Design-Build Projects, it is the responsibility of the Design-Builder to develop the Project-specific organization chart which will define the lines of communication as part of the overall Quality Plan.

NOTE: *The Agency's inspection responsibilities on Design-Build Projects are significantly different. Refer to the Design-Build Contract to determine the Agency's inspection responsibilities.*

As typically delegated by the RE, the Inspector is responsible for the following:

- Inspect the Work performed and Materials furnished to assure compliance with the requirements of the Contract.
- Orally reject defective Materials and confirm such rejection in writing.
- Orally suspend the Work (temporarily) for improper prosecution, pending the Engineer's decision.
- Verify the Contractor does not violate the restrictions of the Contract.
- Measure the completed Work (to assure proper payment).
- Document Project activities (labor, Equipment, weather, significant events, etc.).
- Communicate (represent the RE in communications with the Contractor and others).

The Inspector achieves this by:

- Observing the Work, including Materials and processes, as appropriate.
- Performing or reviewing testing and reviewing test results.
- Assuring that Material quality is acceptable and documented.
- Rejecting defective Material as needed under the Quality Assurance Program and the Contract requirements.
- Documenting quantities of Work performed to allow payment to be made.
- Reporting to the RE on progress of the Work as compared to the Contractor's Project schedule.
- Recording information daily to document Project progress, events on the Project, and conversations with the Contractor or other individuals about the Project.
- Addressing and attempting to resolve issues and disagreements, or escalating those to a higher level for resolution.

[Refer to Chapter 12 - Project Records for additional information.]

The Inspector is not authorized to:

- Accept Work or Materials.
- Alter or waive provisions of the Contract.
- Give instructions or advice inconsistent with the Contract documents.

It is imperative that the Inspector maintains effective communication with the Contractor's Superintendent. The Inspector is expected to act proactively and assure that the Contractor's Superintendent is familiar with the Contract requirements before the affected Work is started.

The Inspector may become aware of issues involving traffic, property owners, local governments, or Utilities that affect or are affected by the Contractor's Work. The Inspector is responsible to keep the RE informed of both the progress of the Work and any known or anticipated problems.

If the Inspector is unable to resolve issues with the Contractor, or if changes are required, the Inspector must obtain prior approval from the RE for any changes to the Work. In addition, the RE may need to obtain proper approval for such changes from the Region/BDU or the Construction Section. All changes to the Contract must be made in writing.

If another agency, Utility, or other organization will assume ownership of Work being constructed under the Contract, or if Contract Work is being done in close proximity to facilities owned by third parties, representatives of those organizations may inspect the Work affecting their interest or property. [See 00150.20(d).] Representatives of those organizations should convey instructions or concerns only through the RE or the designated representative from the Project staff (usually the Inspector).

A. Inspection Quality Assurance Program

The purpose of the Agency's Inspection Quality Assurance Program is to provide training and resources for Construction Inspectors and to ensure consistent administration of Highway construction Contracts.

All Inspectors working on ODOT construction Projects are required to pass an examination in order to obtain Inspector Certification(s). There are multiple Inspector Certifications available, including:

- Certified Bridge Construction Inspector (CBCI)
- Certified Environmental/Erosion Control Inspector (CECI)
- Certified Drilled Shaft Inspector (CDSI)
- Certified General Inspector (CGI)
- Certified Hot Mixed Asphalt Concrete Inspector (HMAC)
- Certified Traffic Signal Inspector (CTSI)

The intent of the program is that **all** Inspectors working on ODOT construction Projects will possess the General Inspector certification (CGI).

More information on the Agency's Inspection Quality Assurance Program is available online at: <http://www.oregon.gov/ODOT/Construction/Pages/Inspector-Certification-Program.aspx>

9-4 Ensuring Contractor Compliance

If the Contractor fails to perform its work according to the terms of the Contract, the RE may take actions as appropriate, such as:

- Suspension of Work
- Withholding payment
- Removal of Contractor personnel (Standard Specification 00180.30)
- Correction of deficiencies at Contractors expense
- Initiation of termination (Standard Specification 00180.10 or 00180.15)

Each of these actions will require the RE to include Notice to the Contractor's Surety.

Because the Contractor is also responsible for **all** actions or inactions of its Subcontractors, the RE will take action against the Contractor if a Subcontractor failed to perform according to the terms of the Contract.

The RE should be proactive to identify and resolve problems before they occur. Some actions might include:

- Assure that the Contractor's Project schedule realistically depicts the Work and has not overlooked Work restrictions or seasonal community events.
- Discuss upcoming Work and significant community events with the Contractor to assure that the Contractor understands its responsibilities and resource needs.
- Discuss contractual requirements with the Contractor, including quality, coordination, sequence of Work, environmental and permit conditions or requirements, submittal procedures, and review processes, etc.



CHAPTER 10

SUPERINDENDENCE BY CONTRACTOR

Section 00150.40 specifies the requirements and responsibilities for the Contractor's Superintendent.

Some of the requirements for the Contractor in regards to superintendence include:

- Keep one complete set of Contract Documents available on the Project Site at all times, paper or electronic.
- Designate, from the Contractor's organization, a competent single representative responsible for the Project, experienced in the type of Work being performed, and capable of reading and thoroughly understanding the Plans and Specifications.
- Provide assistance required by the Agency to obtain information regarding the nature, quantity and quality of any part of the Work.
- Coordinate and control all Work performed under the Contract, including, without limitation, the Work performed by Subcontractors.

The Superintendent is the Contractor's single, designated representative responsible for the Project, and shall:

- Have full authority and responsibility to promptly execute orders

NOTE: For alternative Contracts such as Design-Build and Construction Manager / General Contractor (CM/GC) refer to the applicable Contract documents.

or directions of the Agency.

- Have full authority and responsibility to promptly supply the Materials, Equipment, labor and Incidentals required for performance of the Work.
- Be available during the hours of work on the Project Site for communications with the Agency.
- Be present for On-Site Work, except as provided in the Contract Documents or approved by the Agency.

The Superintendent for the Project shall be available to the Resident Engineer (RE) at all times for contact by phone or radio. The RE also has the right to require the Superintendent to be on the Project Site by giving the Contractor 48 hours advance verbal or written notice.

For short periods of time during the performance of minor or incidental portions of the Work, the Contractor may designate a person to act on behalf of the Superintendent. The Contractor must submit the designee's name, duration of appointment, and scope of authority to the RE.

The RE and Superintendent should identify an organizational chart with designated lines of communication for routine Project communications, such as between Inspector and Contractor Supervisor.

The Superintendent is responsible for all Contract Work, including that of Subcontractors, Suppliers, and rented, operated Equipment. As such, the Superintendent is responsible to schedule and coordinate their Work, assure that they properly complete their Work, and resolve any problems with their Work. Because the Agency only has a Contract with the Contractor, the Agency may impose sanctions against the Contractor only for any actions of a Subcontractor that warranted such sanctions.

Problems that cannot be resolved with other Contractor personnel should be discussed with the Superintendent. If the problem is with the Superintendent, the RE should resolve that with the Contractor's home office and may need to also involve the Region and the Contract Administration Engineer (CAE).

The Superintendent, in addition to other duties, is responsible for maintaining a current Project schedule. The Superintendent should also work with the RE to conduct regular meetings to assure that the Project is progressing effectively, that the Project working relationships are effective, and that issues are being addressed and resolved.

The RE must evaluate superintendence by completing the required Prime Contractor Performance Evaluation. In addition, the Superintendent must evaluate the Agency by completing the Contractor's Construction Process

Feedback. [Refer to Chapter 34 - Contractor Performance Evaluation.]

The RE should take action to assure superintendence by the Contractor and must document any deficiencies that will be included in the Prime Contractor Performance Evaluation.



CHAPTER 11

BEFORE ON-SITE WORK CAN BEGIN

The Contractor shall not begin On-Site Work, as specified in 00180.40(b), until it has:

1. Received Notice to Proceed.
2. Filed the required public works bond with the Construction Contractors Board (CCB) (See 00170.20).
3. An accepted Project Work schedule.
4. An approved Traffic Control Plan.
5. An approved Pollution Control Plan.
6. An approved Erosion and Sediment Control Plan.
7. Met with the Agency at the required preconstruction conference.
8. Assembled Materials, Equipment, and labor on the Project Site (or has reasonably assured that they will arrive on the Project Site) so the Work can proceed according to the Project Work schedule.

The Contractor is required, per 00195.12(a), to submit the Pay Items selected for the steel escalation/de-escalation program in writing to the

NOTE: For projects using either Design-Build or Construction Manager / General Contractor (CM/GC), refer to the project specific contract for activities that will occur before On-Site Work can begin.

Resident Engineer (RE) before or within seven (7) Calendar Days after the Pre-Construction Conference.

As required by the Contract, the RE may request that the Contractor submit other information before On-Site Work begins.

The following topics are discussed in greater detail in this chapter:

- 11-1: Cooperative Arrangements (“Partnering”)
- 11-2: Pre-Construction Conference
- 11-3: Tourist-Oriented Directional (TOD) and Business Logo Sign Sketch Map and Narrative
- 11-4: Project Schedule
- 11-5: Traffic Control Plan
- 11-6: Erosion and Sediment Control Plan
- 11-7: Pollution Control Plan
- 11-8: In-Water Work Permit (IWWP) & Migratory Bird Treaty Act

11-1 Cooperative Arrangements (“Partnering”)

The Contractor may enter into a voluntary cooperative arrangement with the Agency on all Projects. (See Subsection 00150.05.) The intent of a cooperative arrangement (aka “partnering”) is to enhance working relationships, establish lines of communication, and develop processes to resolve Project issues. Partnering is encouraged and will be established at the Contractor’s request. If the Contractor elects to not participate in partnering, but the RE believes it is essential, the RE should contact the Contract Administration Engineer (CAE) to facilitate the Contractor’s participation.

If the Contractor elects to participate in a cooperative arrangement, it will do so by signing and returning the Cooperative Arrangement Form, form 734-0338, provided with the Notice of Intent to Award. The form must be submitted no later than the time the Contractor returns the signed Contract to the Agency.

The Construction Program Analyst in the Construction Section will then notify the RE of this participation and assist the RE in selecting a facilitator. The RE and the selected facilitator will work together to schedule a date for the orientation workshop. The workshop should occur before Work starts or early in the Project.

Cooperative arrangements developed during a Partnering Workshop do not change the terms of the Contract unless a Contract Change Order is executed. If a cooperative arrangement document is prepared, then an electronic copy should be sent to ODOT Contract Services to be placed in the Project’s Contract Electronic Files.

11-2 Pre-Construction Conference (“Pre-Con”)

The Contractor shall meet with the RE for a Pre-Con before any Work is performed and within 30 Calendar Days of the Notice to Proceed as required by 000180.42, unless otherwise approved in writing by the Agency.

Once the RE and Contractor has established a date for the Pre-Con, the RE will send a Pre-Con letter describing the items to be discussed at the upcoming Pre-Con meeting. [See Exhibit 11(B).] The RE will also incorporate any Project specific Office of Civil Rights Pre-Con requirements in the packet of information sent to the Contractor. [Refer to Chapter 18 - Workforce and Small Business Equity Programs for specific information regarding “OCR-Pre-Con Requirements”.]

Objectives to be accomplished during the Pre-Con include:

- Identifying key personnel and communication protocol.
- Reviewing the Project Work schedule.
- Sharing the Project Work schedule with Utilities and receiving their information on utility relocations and potential conflicts with their facilities.
- Assuring that the Contractor is aware of Project Work and responsibilities including safety, quality control and documentation, Workforce and Small Business Equity Programs, surveying, environmental and permit regulations and requirements, among other considerations.
- Informing the Contractor of procedures for consent to subcontracts, progress payments and timing.

It can be effective to break down the Pre-Con into a series of meetings related to specific disciplines and/or subjects. For example, separate meetings may be held to discuss the following topics:

- Review of initial Project Work schedule.
- Utilities.
- Quality control and quality documentation.
- Payments to Contractors.
- Contractor surveying.
- Environmental and regulatory requirements.
- Subcontracting, reports (MEURS, Subcontractor Paid Summary, etc.), and Workforce and Small Business Equity Programs (EEO, DBE, OJT).
- Labor compliance, payrolls, and wage determinations.

If the RE and the Contractor are familiar with Agency requirements, the RE may agree to exchange a memo reminding the Contractor of some of the requirements rather than spending significant time on them at the meeting(s). [See Exhibit 11(B).]

Persons who should attend a Pre-Con include:

- Key personnel from the Contractor and its Subcontractors.
- RE, Assistant RE, Inspectors, QCCS, Contract Administration Specialist or/and office personnel responsible for processing documentation and payment.
- Region Environmental Coordinator.
- Office of Civil Rights representative.
- ODOT Transportation Project Manager for local public agency Projects.
- FHWA.
- Affected Utility and Railroad representatives.
- Professional of Record (POR).
- Public Information Officer.
- Labor Compliance Officer.
- Other personnel (Maintenance, other local government representatives, etc.).

The RE must record the audio of the meeting(s), as well as provide a written summary to the attendees of the meeting detailing pertinent points, agreements, and assignments given to personnel.

The RE must have an agenda for the Pre-Con and each smaller meeting. [See Exhibit 11(C).] Topics addressed at the Pre-Con or other meeting(s) may include:

The Contractor and RE should schedule a regular time to meet (preferably weekly). Items to be addressed at these meetings include:

- Review of past Work progress, events, and impacts to the Project schedule.
- Review of Contractor's "look ahead" schedule.
- Information or work needed to allow progress on the job.
- Outstanding issues.
- Communication protocol.
- Showing appreciation for accomplishments by either party.

BEST PRACTICE: Conduct pre-work meetings for critical construction processes including, but not limited to, surveying, Aggregate production, paving, and Bridge deck placement.

11-3 Tourist-Oriented Directional (TOD) and Business Logo Signs

As specified in 00225.05, the Contractor is required to submit one copy of a sketch map of the Project showing existing tourist-oriented directional (TOD) and business logo signs as well as a written narrative describing how these signs will be kept in service and protected throughout the construction phases.

A. TOD Signs

TOD signs display the names of qualified tourist-oriented businesses or activities, or qualified historical or cultural features, together with directional information. The TOD signs are used by the traveling public and include places such as parks, golf courses, hospitals, historic or scenic sites, vineyards, beaches, lighthouses, wildlife parks or areas, and flower fields. TOD signs are usually blue or brown, but may be other colors. Oregon Travel Information Council website at:

<http://ortravelexperience.com/for-businesses/sign-programs/>.

B. Interstate Business Logo Signs

Interstate business logo signs consist of a large blue sign panel with individual business logo plaques mounted on the panel. Interstate signs have legends, or titles, for five different types of services: Gas, Food, Lodging, Camping and Attractions. As the name implies, these signs are located on interstate highways and expressways at exits where the businesses are located.

C. Off-Interstate Business Logo Signs

Off-interstate business logo signs consist of individual business logo plaques mounted on a large blue panel. Off-interstate sign panels have legends or titles for four different types of services: Gas, Food, Lodging and Camping.

Private business signs are NOT considered business logo signs and do not need to be included in the submittal. If you are not sure whether the sign is a TOD or business logo sign, include it in the submittal.

Contractor Submittals

The instructions for processing the TOD and business logo map and narrative is based on submittal of one copy of each by the Contractor.

The Contractor must submit the TOD or business logo sign information five days prior to the Pre-Con. The RE will electronically forward the submittals via email to the Contract Administration Unit (CAU) mailbox at: ODOTContractSvc@odot.state.or.us. The CAU will forward the submittal electronically to Oregon Travel Experience.

GOOD TO KNOW: In accordance with 00170.82(c), the RE will assess liquidated damages for each sign out of service for more than five Calendar Days should the Contractor fail to protect and maintain each sign.

11-4 Project Work Schedule

The Contract requires that the Contractor prepare and submit its Project Work schedule to the RE for review 10 Calendar Days prior to the Pre-Con. (See 00180.41.) One of the three types of schedules described below will normally be identified in the Special Provisions. The three schedule types are:

1. **Type A:** A simple, time-scaled bar chart and narrative specified on simple Projects and only updated when the current schedule no longer represents the progress of Project Work or if significant Work has been added to the Project.
2. **Type B:** A time-scaled critical path bar chart for Project Work that requires monthly progress reports usually specified on more complex, linear Projects.
3. **Type C:** A time-scaled critical path schedule requiring monthly updates and progress reports usually specified on complex Projects where several Work paths exist. (The Contractor may submit a critical path method logic diagram with a time-scaled bar chart instead.)

During the Project the Contractor is also required to submit a supplemental "look ahead" Project Work schedule each week to the RE, which shall:

- Identify the sequencing of activities and time required for prosecution of the Work.
- Provide for orderly, timely, and efficient prosecution of the Work.
- Contain sufficient detail to enable both the Contractor and the RE to plan, coordinate, analyze, document, and control their respective Contract responsibilities.

The Contractor is responsible for the following tasks regarding the Project Work schedule (as specified in 00180.41):

- Submitting the Project Work schedule specified in the Special Provisions to the RE before the Pre-Con.
- Updating and/or providing progress reports for the Project Work schedule monthly for Type B and C schedules, or as needed for Type A schedules.
- Submitting with each update a narrative that describes changes to the schedule, any problems or issues that may affect the schedule such as impacts causing delays and the reasons why scheduled Work is not being accomplished.

The RE uses the Project Work schedule to:

- Plan the work of the Project office.
- Assure that the Contractor understands the limitations imposed on its Work by Contract or local ordinances.
- Assure that Work is proceeding on schedule.
- Communicate the Contractor's schedule and planned completion date to the local residents, businesses, and media through Region Public Information Officer.
- Assess possible delays to the Project Work.
- Review each schedule update to be aware of changes, potential delays, and upcoming Work. This will assist the RE in determining if action should be initiated. The CAE can provide training and assistance in understanding, reviewing, and analyzing the Project schedule, changes, and impacts to the Project Work schedule if needed.
- If the initial schedule has not been submitted, determine if Work should start. Once the initial schedule is approved, if the Contractor fails to submit the schedule update as required, consider withholding the progress payment as necessary.
- Review the schedule to assure it shows Work will be accomplished within the Contract Time requirements, does not violate Contract restrictions, and depicts realistic performance of the Work.
- Look for errors or oversights in the logic for the Project Work schedule. Address concerns with the Contractor.

For non-compliance, the RE should consider suspending Work or withholding payment if the Contractor fails to provide the required schedule, updates, as stated in 00180.50(h).

The RE must address the issue of Project Schedule when completing the required Prime Contractor Performance Evaluation. [Refer to Chapter 34 - Contractor Performance Evaluation.]

11-5 Traffic Control Plan

The Contractor must submit a written Traffic Control Plan (TCP) showing all Traffic Control Measures (TCM) and quantities of Traffic Control Devices (TCD) for approval five days prior to the Pre-Con in accordance with 00225.05. If the Contractor does not use the Agency TCP, the Contractor must provide engineered and stamped working drawings in accordance with 00150.35. The RE must approve any proposed changes to the TCP.

If the TCP does not provide the desired results, the Contractor must propose changes to the TCP to adequately handle traffic. All changes must be submitted in writing and be approved by the RE with consultation of the Region's Traffic Engineer.

The RE will evaluate how well the Contractor complied with the TCP when completing the required Contractor Performance Evaluation. [Refer to Chapter 34 - Contractor Performance Evaluation.]

11-6 Erosion and Sediment Control Plan

The required Erosion and Sediment Control Plan (ESCP) discussed in 00280.02 establishes the minimum requirements for Project construction sites and conditions on Agency-controlled lands. The Contractor must submit signed copies of the following elements to the RE no less than 10 Calendar Days prior to the Pre-Con:

- A Contractor-developed "construction" ESCP incorporating the Agency's ESCP and all proposed modifications to it that fully comply with the NPDES Storm Water Discharge Permit (e.g. 1200-CA).
- A narrative as described in the Storm Water Discharge Permit (1200-CA) and the Agency Erosion Control Manual.
- Implementation schedules for the ESCP based on each phase of the Contractor's construction schedule.

An Agency-developed ESCP is typically furnished as part of the Contract Plan set, which helps fulfill part of the ESCP requirements of the permit. This initial ESCP, when adopted by the Contractor, may be used as the basis of the construction ESCP.

The RE must approve the ESCP before the Contractor may commence any site activities that have potential to cause erosion or sediment movement. The Contractor must keep a copy of the approved ESCP with any updated changes readily available in electronic format or a paper copy during all construction activities.

If the ESCP is not providing the results in accordance with permit and Contract requirements, the Contractor is responsible for making needed changes to the ESCP to adequately control erosion and sedimentation.

Payment to the Contractor for developing, revising, monitoring, inspecting, and documenting the ESCP will be included in the lump sum bid item "Erosion Control." The Contractor is paid for this bid item according to the lump sum breakdown specified in 00280.90, unless modified by the Project Special Provisions.

When completing the required Prime Contractor Performance Evaluation, the RE must address compliance with permit requirements. This includes elements of the ESCP. [Refer to Chapter 34 - Contractor Performance Evaluation.]

11-7 Pollution Control Plan

The required Pollution Control Plan (PCP) is discussed in 00290.30(b).

The Contractor must prepare and submit a PCP relevant to its operations for Agency approval 10 Calendar Days before the Pre-Con. The Contractor may prepare the PCP on the template supplied by the RE, or may prepare the PCP in its own format, as long as all required information in 00290.30(b) is included. [PCP template](#).

The RE must review and approve the PCP before the Contractor may commence Work.

If the PCP is not achieving the results in accordance with Contract requirements, or it no longer accommodates actual or planned situations at the Project Site, the Contractor must modify its PCP to adequately prevent pollution.

When the PCP is included in the Contract as a bid item, specific percentages of the lump sum quantity are paid at different milestones throughout the life of the Project, as defined in 00290.90, unless modified in the Project Special Provisions.

When completing the required Prime Contractor Performance Evaluation, the RE must address compliance with permit requirements. This would include elements of the PCP. [Refer to Chapter 34 - Contractor Performance Evaluation.]

11-8 Migratory Bird Treaty Act

The Migratory Bird Treaty Act compliance is discussed in 00290.36(a).

If required by Special Provision, the Contractor must prepare and submit a migratory bird protection plan for review and Agency approval 10 Calendar Days before the Pre-Con. The Contractor may prepare the migratory bird protection plan in its own format, assuming all required information in Special Provision 00290.36(c) is included. The RE must review

and approve the migratory bird protection plan before the Contractor may commence Work.

The RE should contact the Project Biologist or Regional Environmental Coordinator if they have any questions.



CHAPTER 12

PROJECT RECORDS

The Resident Engineer (RE) will develop or receive many documents and records while administering a construction Project. The documents and records include those that are needed to justify that the Work has been completed according to Contract requirements and that payment has been made.

For the purposes of this manual, "Project Records" is defined as follows:

All information in any way relating to the Project or performance of the Contract, including but not limited to all:

- Financial and accounting records and information.
- Correspondence – including internal communications, emails, field notes, file notes, diary entries, communications with Agency, Subcontractors and authorities.
- Notices, orders, permits, and opinions.
- Survey data – including survey drawings, reports, maps, original computations and other data.
- Materials testing records and Materials certifications.
- All other documents and information whether generated by, for, or received by the Agency in the performance of the Contract, and whether any of such records are:
 - Paper-based.
 - In the form of electronic data.

- In electronic/digital format capable of being reduced to paper-based or electronic/digital format,
- In audio format.
- Constitute visual reproductions such as photos or videotape.

At any time during the life of the Project, the Project Records may be reviewed or audited by a number of parties, including:

- Construction Section personnel.
- ODOT's Internal Audit and Review group.
- Federal Highway Administration (FHWA).
- Region personnel.
- Representatives of Department of Justice or attorneys for a Contractor.
- Any other group performing an audit.
- A person reviewing records under the Public Records Law.

The Project Records:

- Provide documented evidence that the Project was built with Materials that were in conformance with Contract requirements.
- Provide documented evidence that the Contractor has been justifiably compensated for the Work completed.
- Record events and happenings on the Project or that involved the Project.
- Justify that Project costs are reimbursable with Federal or other funds.

The Project Records must be maintained in such a manner that provides documentation and understanding of how the Project progressed, what Materials were incorporated into the Project, and how much Work was performed on the Project.

12-1 Organization of Project Records

For each Project, the RE and the RE staff must become familiar with conditions pertaining to Pay Items and quality requirements, which are included in the Project Plans and Specifications. RE staff also must establish methods to determine quantities, to assure proper quality, and to organize the Project records.

The Project Records associated with an Agency construction Project must be organized, kept current, and filed in a manner as required by the Contract, see 00170.08. Contact the Region Assurance Specialist (RAS) or the Contract Administration Unit (CAU) for further guidance.

The RAS will periodically review the Project documentation for compliance with the Contract requirements during the life of the Project.

12-2 Public Records and Disclosure

Project Records are generally classed as public records, under Oregon's Public Records Law and as defined in ORS 192.005(5), and are available to be reviewed by the Contractor, attorneys, and others who may now, or later, have an interest in the Project.

Certain Project Records are exempt from disclosure and should not be made available to persons other than Agency employees. Two (2) types of Project Records that are generally exempt from disclosure are:

- Records pertaining to litigation when a complaint has been filed or is likely to be filed; and
- Communications of an advisory nature within or between public bodies, with other than purely factual material that is preliminary to final Agency action.

As defined in ORS 192.501 to 192.515, public records that are exempt from disclosure include, but are not limited to:

- Home address.*
- Date of birth.*
- Telephone number.*
- Social Security number.
- Signature.
- Trade secrets.
- Information relating to the appraisal of a real estate prior to its acquisition.

If exempt information is contained in a record that has been requested, such as on a certified payroll, the record must be copied, the exempt information blacked out, and the record recopied before it is released. This is done to ensure that none of the exempt information is visible.

* Per ORS 192.502, this information may be disclosed if the requester can show that the public interest requires its disclosure. The person requesting the information has the burden of showing that public disclosure would not constitute a reasonable invasion of privacy.

For Project Records pertaining to litigation or potential litigation, contact the Contract Administration Engineer (CAE). If you have a question about whether a specific document is exempt from public disclosure, contact the CAE. Do not provide any exempt records to persons other than Agency employees without the authorization of the CAE.

When a non-ODOT employee is allowed to examine any Project Records, safeguard the records from theft, damage, or destruction, and record the event in a diary or memorandum. Include the date, place, persons present, and a listing of the records examined.

12-3 Retention of Project Records

The CAU is responsible for storage of the Project documentation that is required to be submitted to the Construction Section at the completion of a Project. [Refer to Chapter 37 - Submittal of Final Project Documentation.]

The submitted quality, quantity, and labor compliance documentation is combined with the Construction Section files and, along with other Project Records, is submitted to the State Archives by the CAU to be archived for the applicable retention period. The CAU is responsible for archival processes in accordance with Oregon State Archives requirements found at:

<https://sos.oregon.gov/archives/Documents/recordsmgmt/sched/schedule-highway-division.pdf>



CHAPTER 12A

DAILY REPORTS / DIARIES

Day-to-day records of Project activity and progress are extremely important. The Resident Engineer (RE) is responsible for ensuring Project Records are kept, accurate, and adequate records of the progress of the Project.

The following forms are used to record project progress information, and are discussed in detail in this chapter:

- 12A-1: General Daily Progress Report, form 734-3474, (Structure Coating Daily Progress Report, form 734-1789, may be used for structural coating work)
- 12A-2: Traffic Control Inspection Report, form 734-2474
- 12A-3: Erosion Control Monitoring, form 734-2361
- 12A-4: Turbidity Monitoring Report, form 734-2755
- 12A-5: Report of Motor Vehicle Accident or Hazardous Material Incident Observed or Investigated by Employee, form 734-3589 and Report of Damage to Highway Structure, form 734-3373

The most current forms are available on the [Construction Section Website](#).

12A-1 General Daily Progress Report / Project Manager's Diary

As discussed in Chapter 3 - Delegation of Authority, an Agency employee Personnel associated with the Project (Inspector, Asst. RE, Project Coordinator, QCCS, etc.) must use the General Daily Progress Report form 734-3474. The Structure Coating Daily Progress Report, form 734-1789 may be used for structural coating work. The RE must ensure that required information for a Project is recorded on a daily basis.

If the RE uses form 734-3474 or 734-1789 (Daily), the same information does not need to be recorded on both forms. The forms are meant to supplement each other, not to include duplicate information.

It is very important to record each day's Work and the resources used for activities; **especially those that are impacting the Project schedule.** This needs to be done daily.

It is often beneficial to augment the record of events or situations with sketches, photos, video recordings, or other methods.

For large Projects, each Inspector assigned to a major operation must keep a separate General Daily Progress Report or diary. The RE and other key Project personnel must record Project information, including:

- Weather, Contractor personnel, and Equipment (including a list of Equipment downtime and Subcontractors).
- Location and description of the Work and estimated quantities performed that day.
- Arrivals and departure of major Equipment.
- Condition of traffic control and Roadway. Also, record changes or problems with traffic control and devices.
- Communications with the Contractor, especially those pertaining to Work schedule, Work methods, Materials, or payment.
- Orders and directives given the Contractor. The RE must also send a memo or letter to confirm significant verbal instructions or agreements.
- References to letters, minutes of meetings and attendees, reports, photographs, telephone conversations, etc.
- Disagreements with the Contractor over Work quality or performance, including rejected Work or Materials. List reasons for disagreement, and specific reasons why Work and/or Materials were rejected.
- Delays, difficulties, accidents, Utility damages, and other unusual conditions. Describe factors or conditions that may hinder the Contractor's operations and cause delays. Also, include the time of suspending or resuming Work and explanations.

- Comparison between scheduled Work activities based on Contractor's schedule and actual Work activities. Explain differences.
- Visits or communications within Agency or with FHWA, Utilities, local officials, or property owners.
- Days or periods when no Work is in progress or no Work was accomplished and reasons why.

The daily reports are considered public records. Include only factual information in them. **Do not include personal remarks and opinions regarding operations and/or personnel on the Project.**

Submit the original General Daily Progress Reports with the final Project documentation in accordance with e-Construction protocol. [Refer to Chapter 37 – Submittal of Final Project Documentation.]

The RE must also ensure that other needed reports, including those discussed below, are completed as required.

12A-2 Traffic Control Inspection Report

Some Projects require the Contractor to employ a Traffic Control Supervisor (TCS) to perform the duties specified in Subsection 00223.31 of the Contract.

One of the duties of the TCS is to prepare and sign a report on the Project traffic control, and submit it to the RE no later than the end of the next TCS construction work shift. The TCS must use the Traffic Control Inspection Report, form 734-2474.

In accordance with Subsection 00221.60 and 00221.90(b), when the bid schedule does not include an item for a TCS, the Contractor's Superintendent or designee will perform the daily traffic control inspection, monitoring, and reporting each working day.

The RE must review the Traffic Control Inspection Reports (TCIRs) to ensure that traffic control is performed and maintained as required. Identified Traffic Control issues must be immediately resolved by the Contractor. Contractor-provided photos accompanying TCIRs should include the general setup, TPAR before/after work, and any photos of incidents/happenings as applicable during the Project (Incident photos should not be of the incident itself necessarily, but of the global traffic control setup during the incident: signs, cones, equipment, etc.).

For work zone safety purposes, near misses correlating to the traffic control configuration are required to be documented by the Contractor on the applicable TCIR. At the end of the Project, the RE will summarize near miss data on the Resident Engineer Narrative, form 734-2756. [Refer to

Chapter 37 - Submittal of Final Project Documentation]

The RE will submit the original Traffic Control Inspection Report, form 734-2474, with the final Project documentation in accordance with e-Construction protocol. [Refer to Chapter 37 – Submittal of Final Project Documentation.]

12A-3 Erosion Control Monitoring

The Department of Environmental Quality requires that construction activities, under the authority or jurisdiction of a public agency, comply with the National Pollutant Discharge Elimination System (NPDES) Storm Water Discharge Permit.

Although the NPDES permit is issued to the public agency, it is incorporated into the Contract and the Contractor must comply with the terms of the permit. The permit requires the Contractor to implement and maintain erosion and sediment control measures for storm water discharge. The permit also requires site inspections and monitoring reports be prepared for active Projects.

The Project Plans typically include an Agency-developed Erosion and Sediment Control Plan (ESCP). If changes are made, the Contractor is required to submit an updated ESCP.

The Contractor is required in 00280.62 to perform and document site inspections. Completed Erosion Control Monitoring, form 734-2361 for each inspection must be submitted to the Engineer.

Throughout the Project, the RE must:

- Work closely with the Contractor when modifications are made to the ESCP or the erosion/sediment control devices.
- Assess and inspect the erosion control devices that are in place, operating as required and maintained throughout the Project in accordance with NPDES permit conditions.
- Complete an Environmental Construction Inspection Report Form 734-2902 for each inspection.
- Make certain the Contractor has inspected and submitted the Erosion Control Monitoring reports according to the schedule requirements of the NPDES Permit.
- Consider withholding payment or suspension of Work for noncompliance issues such as missing erosion control monitoring reports and deviations from the ESCP, among other consideration by the RE
- If a discrepancy or an issue arises on the Project, contact the Region Environmental Coordinator.

During active construction, a copy of the approved ESCP with updated changes must be kept at the construction site.

After construction is complete, submit the Erosion Control Monitoring forms with the final Project documentation in accordance with e-Construction protocol. [Refer to Chapter 37 – Submittal of Final Project Documentation.]

12A-4 Turbidity Monitoring and Reporting

The ODOT Technical Bulletin GE09-03(B) defines the turbidity monitoring requirements included in the Contract to comply with the Clean Water Act (CWA) Section 401 Water Quality Certification.

This requirement will **only** apply to Projects with an Army Corps of Engineers CWA Section 404 permit and/or Department of State Lands (DSL) Removal/Fill permits. Turbidity monitoring and reporting is required for Projects with active “in-water” work when there is a potential for sediment discharge, and for Projects involving wetlands. The specific monitoring and reporting requirements will be defined in the Project Special Provisions and the Project-specific permits.

The RE must ensure that required monitoring and reporting is done by the Contractor per the permit requirements. The Contractor will perform the turbidity monitoring and document the results on the Turbidity Monitoring Report, form 734-2755 unless otherwise specified in the Project-specific permit(s).

The Turbidity Monitoring Reports must be kept on the Project Site and be available for inspection at times in either electronic or hard copy form.

After construction is complete, submit the original Turbidity Monitoring Report forms with the final Project documentation in accordance with e-Construction protocol. [Refer to Chapter 37 – Submittal of Final Project Documentation.]

The ODOT Environmental Section is available for support and guidance to Consultants, Contractors and Agency staff on turbidity monitoring requirements.

12A-5 Accident Investigation and Reporting

When a serious or fatal accident involving the traveling public or a pedestrian occurs within the limits of a construction Project, the RE or Inspector must investigate the accident:

1. To assess this whole section. Remember, don't move anything until documented.

2. To record information that will allow the Agency to adequately defend itself in the event of legal action or an insurance claim. Take pictures and/or video of the accident site.

Complete a Report of Motor Vehicle Accident or Hazardous Material Incident Observed or Investigated by Employee, form 734-3589, when required or requested to do so by others. For more information regarding Project safety and reporting requirements, refer to Chapter 17 – Safety.

Complete an investigation and Report of Damage to Highway Structure, form 734-3373. Submit the form, along with any accident photos and police reports to the Claims Against Others (CAO) Coordinator. Any questions regarding this process should be directed to the CAO Coordinator at (503) 986-3040. [Refer to Chapter 31 – Protection of Work / Responsibility for Damages.]



CHAPTER 12B

QUALITY

The Contract documents specify the minimum requirements for the quality of Materials and Work to be furnished or performed under the Contract. The Resident Engineer (RE) must assure that the Materials incorporated and Work performed by the Contractor is in conformance with Contract requirements.

If the RE has questions about or problems determining the quality requirements, contact the Region Assurance Specialist (RAS) or the Contract Administration Unit (CAU) for assistance.

The RE must be continually observant to verify that necessary inspection, sampling, testing, and measurements are performed and that inspection reports, test results, calculations and other conformance documents are prepared promptly and verified by a second person.

As specified in Subsection 00165.70, the RE must not allow the Contractor to incorporate Materials into the Project without acceptable conformance documents. This condition may be temporarily waived only if the Material must be installed for immediate traffic safety, but no payment will be made for the value of the Materials, or the costs of incorporating them, until acceptable conformance documentation is received and/or testing is performed.

For each Project, the RE must become familiar with the quality compliance requirements for all of the Materials that are to be incorporated. The RE must also assure that the Contractor is aware of quality documentation required to be submitted or sampling and testing that must be performed.

NOTE: *The Agency and Design-Builder's quality management and compliance roles, responsibilities and requirements are significantly different in Design-Build Projects. Refer to Subsection DB150.20 and Sections DB154, DB155 and DB156. See the Design-Build Contract Administration Manual.*

Consult the following sources to determine the quality requirements for a Project:

- The Project Special Provisions
- The Project Plans
- Standard Drawings
- Contract Change Orders
- The Standard Specifications
- The Supplemental Standard Specifications
- ODOT's Qualified Products List (QPL)
- The Nonfield-Tested Materials Acceptance Guide
- The Manual of Field Test Procedures, which includes:
 - The Field Tested Materials Acceptance Guide
 - The Field Tested Materials Small Quantity Guideline

There are two (2) types of Material quality documentation: nonfield-tested and field-tested. There is a Test Summary form 734-1902A or 734-1902B (or 734-1902C) for each type of documentation. Some Pay Items

may require the use of both Test Summary A and B forms to enter different Materials for that item. An example of this would be for a bid item for pipe, which would require quality documentation for the pipe Materials to be entered on Test Summary A (Nonfield-Tested Materials), and the pipe trench compaction and backfill documentation and testing information to be entered on Test Summary B (Field-Tested Materials).

The RE must assure that the Test Summary sheet(s) are completed for each Pay Item, before Work starts, to determine what type of documentation is needed prior to receipt, placement, and payment of Materials needed for the Project.

Record the quality documentation on the Test Summary sheets as the Work progresses to assure that the Material complies with quality requirements. The purpose of the Test Summary is to verify that the proper and adequate quality documentation has been furnished.

As stated in Subsection 00195.60, before the RE authorizes payment for Materials on Hand (MOH). Refer to Chapter 12F – Materials on Hand, if requested by the Contractor, the Materials shall, among other things:

- Meet contract specification requirements.
- Have the required material conformance documents on file with the Engineer.


The RE must assure that all Project documentation is continuously and currently maintained throughout the life of the Project.

12B-1 Nonfield-Tested Materials

The RE will accept nonfield-tested Materials according to the individual Materials Specifications or to the Nonfield-Tested Materials Acceptance Guide (NTMAG) version in effect at the time of the Project Advertisement date. This document is to be used as a guide for documentation required for acceptance of Materials on ODOT construction Projects, but its use does not relieve the user from following the requirements specified in the Project documents. New Materials or Materials which are infrequently used may not be listed in the NTMAG. The NTMAG does not have precedence over the Special Provisions, Contract Plans, or Standard Specifications.

The RE may accept relatively small quantities of some nonfield-tested Materials without normal sampling and testing, as long as other documentation is furnished as defined in the guidelines for acceptance under the small quantity method shown in the NTMAG.

Record documentation for nonfield-tested Materials on the Test Summary A, form 734-1902-A:



TEST SUMMARY FOR NON-FIELD TESTED MATERIALS (A)

PROJECT NAME OR126: Florence - Eugene Shoulder Widening Section												CONTRACT NO. 15222		SHEET 1 OF 15							
PREPARED BY Justin Cary												DATE 5/26/2022									
												10	20	30	40	50	60	ITEM NO.	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY
LINE	DATE OF SAMPLE, TEST, OR INSPECTION	PAY NOTE OR FIR REPORT NO.	DATA SHEET NO. OR MATERIALS LAB. "I" REPORT NO.	INSPECTION/ LAB REPORT NO.	TEST RESULTS CERTIFICATE	QUALITY COMPLIANCE CERTIFICATE	1" WITH MATERIALS "I" REPORT NO.	EQUIPMENT LISTS AND DRAWINGS	CERTIFICATE OF MATERIALS ORIGIN	ITEM NUMBERS AND DESCRIPTIONS						ITEM NO.	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY		
										Mobilization	TP & DT	Temporary Signs	Temporary Barricades, Type II	Temporary Barricades, Type III	Pedestrian Channeling Devices						
										NDR	L = TCIR	F, QPL	F, QPL	QPL	QPL						
																20	LS	100	100		
																30	SQFT	350	479.8		
																40	EACH	3	0		
																50	EACH	7	7		
																60	FOOT	20	0		
																EXPLANATIONS AND NONCOMPLIANCE MATERIALS DESCRIPTION					
1	2/8/2021	01														QPL# 4548: 18x1, 27x5, 40x17 Signs & Supports / B100500 E8D1 Note01					
2	2/8/2021	01													7	QPL# 2303 / B10050 Est01 Note01					
3	4/12/21															Nate Neal RAS Review					
4	5/11/2021	02														QPL# 4548: 18x1, 27x5, 40x17 Signs & Supports / B100500 E8D4 Note02					
5	7/12/2021															Nate Neal RAS Review					
6	5/17/2021	03														QPL# 4548: 18x1, 27x5, 40x17 Signs & Supports / B100500 E8D8 Note03					
7	2/7/2022															Nate Neal RAS Review					
8																					
9																					
10																					
11																					
12																					
13																					
14																					
15																					

Compile nonfield-tested Material quality documentation in accordance with e-Construction protocol.

Nonfield-tested Material Quality Documentation

Nonfield-tested Material quality documentation includes, but is not limited to, the following:

1. FIR - Field Inspection Report, found in Paynote form 734-2605. Examples of when this form is used are when materials are visually verified or when other supporting quality documentation is required.

Pay Note (New Field Inspection) (Project Work Record)	
US101 Columbia River (Astoria-Megler) Bridge	0030 01 01 C15285
Project Name	Bid/Pay Item Estimate Pay Note Contract
Materials Delivered for this Project	
Tubular Markers	2021.09.13 S&K PAINTING, INC
Type of Material	Date Delivered Delivered to (Name of Contractor/Subcontractor)
JBC Safety	0.00 N/A
Source of Material (Manufacturer or Fabricator)	Quantity Rejected Rejection explanation/reason
36.00 EA 36.00	ON SITE
Quantity Delivered Unit Quantity Received	Where Inspected
36.00 36.00	Bryan Eddy
Total Accepted to Date Estimated Total Required	Inspector Name Cert. #
48946	
Tubular Markers appear to comply with specification 00224.10.	
Remarks	
Materials Delivered for this Project	

2. FIS - Field Inspection Sticker, form 734-2207. This sticker is used in conjunction with items on the QPL, manufacturer's test results and manufacturer's Materials certifications.

FIELD INSPECTION		
Oregon Department of Transportation	CONTRACT NO. 14789	REPORT NO. FOR BID ITEM NO. 1 4012A
MANUFACTURER OR FABRICATOR ACCESS PRODUCTS	BID ITEM NAME RAMP IMPROVEMENTS	
QUANTITY DELIVERED 12	QUANTITY ACCEPTED 12	QUANTITY REJECTED (EXPLAIN) 0
VERIFIED ON MATERIALS <input type="checkbox"/> HEAT, LOT, OR BATCH NO. <input type="checkbox"/> AASHTO/ASTM SPEC. NO. <input checked="" type="checkbox"/> OBJECT LABEL OR MARK <input type="checkbox"/> OTHER (EXPLAIN)		
SUPPORT DATA <input type="checkbox"/> TEST RESULT CERTIFICATE <input type="checkbox"/> QUALITY COMPL. CERTIFICATE <input checked="" type="checkbox"/> QPL <input type="checkbox"/> CMO <input type="checkbox"/> EQUIPMENT LIST & DRAWINGS <input type="checkbox"/> OTHER (EXPLAIN)		
INSPECTED BY Orlando Wood	DATE 10/16/18	CERT. NO. 42970
REMARKS LISTED AS 'A' ON QPL		
734-2207 (5/07) Stk #203263		

3. T - Test Result Certificate. As required by 00165.35(a), a test results certificate must:

- Be from the manufacturer verifying that the Material furnished has been sampled and tested and the test results meet the Specifications.
- Include, or be accompanied by, a copy of the specified test results (ODOT, AASHTO, ASTM, UL or other).
- Identify the testing agency and the representative responsible for the test results.
- Permit positive determination that the Material delivered to the Project is the same Material covered by the test results.
- Be delivered to the Engineer with the shipment of the Material.

 UNYTITE INC. <small>INNOVATIVE FASTENING SYSTEMS</small>		Unytite, Inc. One Unytite Drive Peru, IL 61354 Tel 815-224-2221 Fax 815-224-3434		INSPECTION CERTIFICATE						
Job No: 35561		Job Information		Certified Date: 12/16/21						
Customer: PLATTE ANCHOR BOLT		Ship To:		Denver, CO						
Customer Part No:		Shipped Qty:		7,800						
Customer PO No: 176917SP		Lot Number: 35561-212523								
Part Information										
Part No: A563 7/8-9 +0.022 DH HHN HDG BLUE DYE-08										
Name: ASTM A563 HHN, Grade DH, HDG, Blue Dye										
Manufactured Quantity: 80,702										
Applicable Specifications										
Specification		Amend		Specification						
ASME B1.1		2019		ASME B18.2.2						
ASME B18.2.6		2019		ASTM A563/A563M						
ASTM F2329/F2329M		2015		ASTM F606/606M						
ASTM F812		2017		2019						
										
Test Results										
Test No: 25145 Test: A563 DH Mechanical Properties										
Description	Hardness (HRC)	Tempering Temp (800 degree F Min)	Proof Load (Pass ASTM Min LBS)	Shape & Dimension ASME B18.2.2	Thread Precision ASME B18.1.1	Visual ASTM F812				
Sample Inspection	29.3	1,184	69,300	Pass	Pass	Pass				
Certified Chemical Analysis										
Heat No	Grade	Manufacturer	C	Mn	P	S	Si	Cr	Ni	Cu
212523	1045	Allen Steel Inc	0.4400	0.7100	0.0100	0.0210	0.2100	0.1100	0.0570	0.1000
Notes										
All tests are in accordance with the latest revisions of the methods prescribed in the applicable SAE and ASTM Specifications.										
The samples tested conform the specifications as described/listed above and were manufactured free of mercury contamination and there is no welding performed in the production of the products. No heats to which Bismuth, Selenium, Tellurium, or Lead was intentionally added have been used to produce products.										
The steel was melted and manufactured in the U.S.A. and the product was manufactured and tested in the U.S.A.										
We certify that this data is true representation of information provided by the material supplier and our testing laboratory. This certified material test report relates only to the items listed on this document and may not be reproduced except in full.										
			 Thorsen, Chris - Supervisor, Quality							
			12/16/21 Date							

4. Q - Quality Compliance Certificate. As required by 00165.35(b), the quality compliance certificate will come from the manufacturer, and will:
- Verify that the Material meets the Specifications, and identify by number the specified test methods used, (ODOT, AASHTO, ASTM, UL, or other).
 - Permit positive determination that Material delivered to the Project is the same Material covered by the certificate.
 - Be delivered to the Engineer with the shipment of Material, or be an identification plate or mark, decal, sticker, label or tag attached to the container or Material.



UNIVERSAL
GALVANIZING

510 E SOUTH FIRST STREET
WRIGHT CITY, MO 63390
PHONE: 636-791-2016 FAX: 636-745-0667

December 13, 2021

UNYTITE, INC.
1 UNYTITE DRIVE
PERU, IL 61354
CERTIFICATE

RE: GALVANIZING
PO# 10173

PART #/DESCRIPTION	LOT #	COATING THICKNESS	QUANTITY
A563- 3/4-10 +0.020 DH HHN HDG Blue Dye 08 / ASTM A563 HHN, Grade DH, HDG	35657-5804750603	3.8 AVG MILS	118,604
A563- 7/8-9 +0.022 DH HDG BLUE or DYE 08 / ASTM A563 HHN< Grade DH, OverTap HDG	35667-212523	3.8 AVG MILS	26,002
A563- 7/8 0 +0.022 DH HHN HDG Blue Dye 08 / ASTM A563 HHN Grade DH HDG, Blue Dye	35561-212523	3.8 AVG MILS	80,702

THIS WILL CERTIFY THAT THE MATERIAL GALVANIZED ON THE ABOVE JOB MEETS ASTM F2329 AND ASTM A153 SPECIFICATIONS. THIS MATERIAL WAS GALVANIZED IN THE USA AT UNIVERSAL GALVANIZING INC IN WRIGHT CITY, MO AT A ZINC BATH TEMPERATURE OF 840° WITH A PLUS MINUS VARIANCE OF 5°. THE MATERIALS ITEMIZED IN THIS SHIPMENT ARE CERTIFIED TO BE IN COMPLIANCE WITH THE APPLICABLE ASTM STANDARDS AND THE IOWA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, IMs AND MEET THE BUY AMERICA REQUIREMENTS AS DESCRIBED IN IM 107 FOR ALL STEEL, IRON PRODUCTS AND COATINGS.

Lewis Parks

Lewis Parks, Plant Manager

5. E - Equipment Lists and Drawings – These consist of lists of proposed Equipment and Materials, such as: Shop drawings, Material lists, equipment lists, catalog description sheets and manufacturer's brochures. Submit these lists to the Engineer for review of conformance with the Specifications.
6. I – Fabrication Inspection report from the Structure Services ODOT Materials Laboratory. The Inspection Report will be issued for all Materials inspected by ODOT Materials Laboratory staff, such as concrete beams, permanent signs and concrete barrier. The RE office will complete the bottom portion of the report after inspecting the Materials delivered to the Project.



FABRICATION INSPECTION REPORT

Materials Laboratory, 800 Airport Road SE, Salem OR 97301

Project Name: US101: Devils Lk Outlet, Schooner Cr & Siltcoos R Brs			Inspection No. 15218	
Highway Oregon Coast Highway		County Various		Contract No. C15075
Contractor Freyssinet Inc		FA Project No. S009(474)		Expenditure Account CON04138
Project Manager Steve Schultz		Reported By McHugh, Matthew		Date Reported 10/17/2022
Shipment Of Galv, powder coated 3-tube rail, modified		Shipping Point Seattle, WA	Destination Jobsite	
Consigned To Freyssinet Inc		Specification ODOT Std 00587		Bid Item No. 0640, 1110
Inspected At Pacific Sheet Metal		Inspected By McHugh, Matthew		Date Inspected 3-18-22
Report No.	Quantity Represented See Below	Quantity Previously Reported	Total Quantity Reported	

Quantity	Unit	Description	Bid Item No.	Comments
1	LS	Galv, PC Green 3-Tube Steel Rail, Modified, W/SS Hardware	0640	(Devils Lake Outlet Bridge, Structure # 00922A),(Approx. 100' each side of
1	LS	Galv, Powder Coated Green, 3-Tube Steel Rail, Modified	1110	(Schooner Creek Bridge, Structure # 00924A),(Approx. 250' each side of

Units are subject to field inspection for final acceptance pursuant to the current edition of the Oregon Standard Specifications for Construction.

MATERIAL REPRESENTED BY THIS REPORT ☒ **DOES** ☐ **DOES NOT** **COMPLY WITH SPECIFICATIONS**

Based on: Inspection ☒ Certification ☒ Lab ☐

Remarks

Items are tagged for delivery.
 Anchors for structure # 00922A are reported on Inspection # 14798.
 Stainless Steel Threaded Rods for Structure # 00924A are reported on inspection #14797.
 3/4" A193 B7 Bolts, nuts and washers are reported on inspection # 14891.



Scott Nelson, Structure Services Engineer

FIELD USE ONLY

FIELD INSP. NO.	BID ITEM NO.	QUANTITY ACCEPTED	TOTAL TO DATE	QUANTITY REJECTED (EXPLAIN)
MATERIAL REPRESENTED BY LAB REPORT ABOVE RECEIVED ON JOB VERIFIED BY <input type="checkbox"/> SAMPLE NUMBER <input type="checkbox"/> ODOT TAG MARK <input type="checkbox"/> AASHTO/ASTM MARK <input type="checkbox"/> OTHER (EXPLAIN BELOW)				INSPECTED BY DATE
REMARKS				

DISTRIBUTION: Files Portland Materials Lab Steve Schultz Freyssinet Inc Markus Schaff
 Philip Lane Kim Johnson Josh Gann

7. L - Laboratory report from the Salem ODOT Materials Laboratory for Materials that have been sampled and submitted to the Lab for testing, or for a certification evaluation for conformance to the Specifications.

OREGON DEPARTMENT OF TRANSPORTATION
MATERIALS LABORATORY
800 AIRPORT RD. SE SALEM, OR 97301-4792

Page 1 of 1
(503) 986-3000
FAX (503) 986-3096

Contract No.: C15211	EA No.: CON04329	Lab No.: 21-001686
Project: OR99/I-5/OR234 CURB RAMPS		
Highway: VARIOUS	County: JACKSON/JSPH	Data Sheet No.: F41333 421
Contractor: BROWN CONTRACTING INC		PA No.: SA00(345)
Project Manager: TIMOTHY FLETCHER	Org Unit: 3822	Bid Item No.: 0570
Submitted By: JOHN GREY	Org Unit: 7865	Sample No.:
Material Source: POTTERS IND		Qty Represented:
Sampled At: POTTERS IND	Sampled By:	Witnessed By:
DATE-Sampled: 21/ 7/30	Received: 21/ 7/30	Tested: 21/ 8/ 4
Class/Type: Verification	Use:	Date Reported: 21/ 8/ 4

TEST REPORT: GLASS SPHERES FOR TRAFFIC PAINT
SPECIFICATION : AASHTO M 247, Type I
COATING : AC110-DiAmino & Silicone

Rack # : CN-H-072621-707 CN-H-072621-713				
Screen #	% Passing	% Passing	Averages	Specs.
20	100.0	99.82	99.91	95-100
30	84.03	82.11	83.07	75.95
50	24.33	18.65	21.49	15-35
100	0.11	0.08	0.10	0-5

Spec. Grav. :	2.40 - 2.55
Spheres :	80 % Min.
Coating : PRESENT	PRESENT
Refrac Index :	1.50 Min.
Appearance : OK	OK Transparent, clean, colorless

593X	= \$ 0.	REMARKS: Material represented by sample DOES comply with specifications. *	TOTAL CHARGES: \$ 0.00
KEVIN BROPHY - LABORATORY SERVICES MANAGER			
<small>REPORT SHALL NOT BE REPRODUCED, EXCEPT IN FULL, WITHOUT WRITTEN APPROVAL OF THIS LABORATORY.</small>			

C:\FILES\ID CHESSE - NEW PRODUCTS, PROJ MGR: TIMOTHY FLETCHER / REG D Q.A.C. / BROWN CONTRACTING INC / PORTLAND MATERIALS DIST EXPRESS

8. Certificate of Materials Origin (CMO), form 734-2126. Required on **all** Federal Aid Projects **and** certain State funded Projects as part of the Buy America requirements specified in Subsection 00160.20.
 - a. CMO for Domestic Materials Source.
 - b. CMO for Foreign Material Source or Materials of unknown origin.

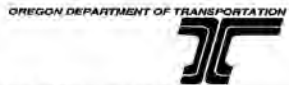


CERTIFICATE OF MATERIALS ORIGIN

PROJECT NAME (SECTION) US 101: Tahkentic Cr & Over Rand Rd Bridges		CONTRACT NO. 15,275		
BID ITEM NO. 520	BID ITEM NAME Anchor Rods, Nuts & Washers for Siesmic Brkts			
DOMESTIC MATERIAL SOURCE (NAME AND ADDRESS) Platte Anchor Bolts - Denver, CO, Vulcan Threaded Products - Pelham, AL, Unytite Inc. - Peru, IL, Wrought Washer - Mount Pleasant, WI, Binder Metal Products - Gardena, CA				
DOMESTIC MATERIALS DESCRIPTION Steel threaded rods, nuts & washers - 5/8" & 7/8"				
FOREIGN MATERIALS SOURCE INCLUDING MATERIAL OF UNKNOWN ORIGIN (NAME AND ADDRESS)				
FOREIGN MATERIALS (OR OF UNKNOWN ORIGIN) DESCRIPTION AND VALUE OF IRON OR STEEL PRODUCT AS IT IS DELIVERED TO THE PROJECT				
<p>This certification is made for the purpose of establishing materials acceptance under the Contract Special Provisions titled 00160.20(a) Buy America. All iron or steel manufacturing processes, including protective coatings, for the domestic materials described above occurred within the United States of America.</p> <p>Manufacturers' certificates verifying the origin of the above described domestic materials will be kept on file for three years following final payment. Copies will be furnished to the Engineer upon request.</p> <p>I declare under penalty of perjury under Oregon and Federal laws that the foregoing is true and correct.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <p style="text-align: center;">AUTHORIZED REPRESENTATIVE*</p> <p>NAME: HAROLD TAYLOR TITLE: VICE PRESIDENT</p> <p>SIGNATURE: </p> <p>DATE: 6/2/2022</p> </td> <td style="width: 50%; vertical-align: top;"> <p>COMPANY* NAME AND ADDRESS Hogan Fab, Inc 5722 SE Johnson Creek Blvd. Portland, OR 97206</p> </td> </tr> </table>			<p style="text-align: center;">AUTHORIZED REPRESENTATIVE*</p> <p>NAME: HAROLD TAYLOR TITLE: VICE PRESIDENT</p> <p>SIGNATURE: </p> <p>DATE: 6/2/2022</p>	<p>COMPANY* NAME AND ADDRESS Hogan Fab, Inc 5722 SE Johnson Creek Blvd. Portland, OR 97206</p>
<p style="text-align: center;">AUTHORIZED REPRESENTATIVE*</p> <p>NAME: HAROLD TAYLOR TITLE: VICE PRESIDENT</p> <p>SIGNATURE: </p> <p>DATE: 6/2/2022</p>	<p>COMPANY* NAME AND ADDRESS Hogan Fab, Inc 5722 SE Johnson Creek Blvd. Portland, OR 97206</p>			

Submit a new certificate for subsequent shipments if any of the above information changes.

*May be Contractor, Sub-Contractor or supplier



CERTIFICATE OF MATERIALS ORIGIN

PROJECT NAME (SECTION) US101: Neahkahnie to Cape Creek		CONTRACT NO. 15087				
BID ITEM NO. 0240	BID ITEM NAME GALVANIC ZINC ANODES					
DOMESTIC MATERIALS SOURCE (NAME AND ADDRESS) 						
DOMESTIC MATERIALS DESCRIPTION 						
FOREIGN MATERIALS SOURCE INCLUDING MATERIAL OF UNKNOWN ORIGIN (NAME AND ADDRESS) UNKNOWN						
FOREIGN MATERIALS (OR OF UNKNOWN ORIGIN) DESCRIPTION AND VALUE OF IRON OR STEEL PRODUCT AS IT IS DELIVERED TO THE PROJECT Steel wire component of galvanic zinc anodes – (50 anodes) x \$0.10 ea = \$5.00						
<p>This certification is made for the purpose of establishing materials acceptance under the Contract Special Provisions titled 00160.20(a) Buy America. All iron or steel manufacturing processes, including protective coatings, for the domestic materials described above occurred within the United States of America.</p> <p>Manufacturers' certificates verifying the origin of the above described domestic materials will be kept on file for three years following final payment. Copies will be furnished to the Engineer upon request.</p> <p>I declare under penalty of perjury under Oregon and Federal laws that the foregoing is true and correct.</p> <table style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;"> AUTHORIZED REPRESENTATIVE* </td> <td style="width: 50%; text-align: center;"> COMPANY* NAME AND ADDRESS: </td> </tr> <tr> <td> NAME: <u>Kellie Wanke-Hanks</u> TITLE: <u>Project Engineer</u> SIGNATURE: <u><i>Kellie Wanke-Hanks</i></u> DATE: <u>8/13/2019</u> </td> <td> Hamilton Construction Co. PO Box 659 Springfield, OR 97477 </td> </tr> </table> <p style="font-size: small;">Submit a new certificate for subsequent shipments if any of the above information changes. *May be Contractor, Sub-Contractor or supplier</p>			AUTHORIZED REPRESENTATIVE*	COMPANY* NAME AND ADDRESS:	NAME: <u>Kellie Wanke-Hanks</u> TITLE: <u>Project Engineer</u> SIGNATURE: <u><i>Kellie Wanke-Hanks</i></u> DATE: <u>8/13/2019</u>	Hamilton Construction Co. PO Box 659 Springfield, OR 97477
AUTHORIZED REPRESENTATIVE*	COMPANY* NAME AND ADDRESS:					
NAME: <u>Kellie Wanke-Hanks</u> TITLE: <u>Project Engineer</u> SIGNATURE: <u><i>Kellie Wanke-Hanks</i></u> DATE: <u>8/13/2019</u>	Hamilton Construction Co. PO Box 659 Springfield, OR 97477					

A CMO is needed to certify that all iron or steel manufacturing processes, including protective coatings, for the domestic Materials occurred within the United States of America.

A CMO is not needed for temporary items or for items incidental to the construction, such as tie wire, reinforcement chairs, or snap ties. The complete FHWA Buy America requirements are available on the FHWA website at: <http://www.fhwa.dot.gov/construction/cqit/buyam.cfm>. Refer to the

Buy America Exempted Item List for information on exempted items. For projects awarded after July 1, 2024, the Buy America Exempted Item List will no longer be allowed for use per FHWA local division office.

Iron or steel of unknown origin is considered to be of foreign origin. The Agency will not pay for any foreign iron or steel materials that exceed the allowable value for the Project. Complete a Foreign Steel Summary, form 734-1968, listing all iron or steel Materials of foreign or unknown origin. Refer to Chapter 37 – Submittal of Final Project Documentation.

For Projects with federal authorization after August 15, 2023, the Contractor must provide the RE with a Construction Materials Certificate of Materials Origin (CCMO), form 734-5378b, before incorporating any construction materials into the Project. If a CCMO indicates the origin of materials is unknown, the Materials are considered to be foreign.

For any projects with federal construction authorization between November 10, 2022 and August 15, 2023 the contract does not provide for the acceptance of a de minimis amount of foreign Construction Materials. Any foreign construction materials must be removed and replaced. For these projects the Contractor must provide the RE with a Construction Materials Certificate of Materials Origin (CCMO), form 734-5378, attesting the construction materials were produced in the United States. If there is any question about whether the project allows the de minimis amount of foreign construction materials, the language in the Special Provisions under 00160.20(d) will identify if there is an allowance for foreign construction materials.



Construction Material Certificate of Materials Origin

This form is for projects with federal construction authorization between 11/10/2022 and 8/15/2023 and does not allow the use of any non-domestic Construction Material.

Print Form

Project Name (Section)

Contract No.

Bid Item No.

Bid Item Name

Domestic Materials Source

Name

Address

Description (maximum 1000 characters)

This certification is made for the purpose of establishing materials acceptable under the Contract Specifications titled 00160.20(d) Build America Buy America. All manufacturing processes for the domestic materials described above occurred within the United States of America.

Manufacturers' certificates verifying the origin of the above described domestic materials will be kept on file for three years following final payment. Copies will be furnished to the Engineer upon request.

I declare under penalty of perjury or falsification under Oregon and Federal laws that the foregoing is true and correct.

Authorized Representative*

Company* Name and Address

Name

Company

Title

Address 1

Sign

Address 2

Date

City/State/Zip

*May be Contractor, Subcontractor or Supplier

Submit a new certificate for subsequent shipments if any of the above information changes.

Additional Nonfield-Tested Materials Quality Documentation

1. Traffic Signals

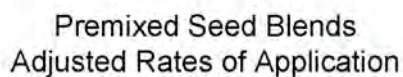
- Blue Sheets - Submittals for Field Qualification – Electrical Equipment and Materials
- Green Sheets - Submittals for Conditional Qualification - Controller Equipment
- Red Sheets - A list of certification exempt traffic management systems components used by ODOT, and other applicable public agencies. Contact the ODOT Traffic-Roadway Section for more information.

Obtain current copies of the Blue, Green, and Red Sheets electronically from the Traffic Section at:

<https://www.oregon.gov/ODOT/HWY/TS/pages/signals.aspx>

2. ODOT's Qualified Products List (QPL) – When specified, only use Materials on the qualified or approved lists. With prior approval from the Construction Section and the RE, products from the Conditional List may be used with concurrence by the Professional of Record (POR). Products that have been incorporated into the Project, and are not listed on the QPL (A or Q), will need to be removed and replaced at the Contractor's expense with a product from the QPL.
3. Product Warranties. Refer to Chapter 41 Warranties/Guarantees/Responsibilities for Materials and Workmanship.
4. Seed Application (permanent). Special Provisions will provide the seed mixes etc. in 01030.13(f). Contractor shall submit availability per 01030.13(g) with a lot number of what will be used on the project. The Construction Office shall use the submittal to verify that it matches the lot number on the seed tag and use the seed tag information to fill out form 734-5180 <https://www.oregon.gov/odot/Forms/2ODOT/7345180.xlsx>.

(Premixed Seed Blends Adjusted Rates of Application) and submit it as an FIR attachment during application. An additional FIR will need to be submitted that documents that minimum ground coverage is achieved at the end of the Establishment Period.



Project Name (Section)

Contract 14

Client/Contractor

Seed Mix Type

LogSearch Tool

Seed %	
Other Crop Seed %	
Weed Seed %	
Inert Material %	
Total %*	

*should be close to 100%

RESULTS	
Greatest Amount Calc. (from column VII) =	0.0
Premeasured Acre =	
Greatest Amount Calc. x Premeasured Acre =	0.0

734-5180 (03-09-23)

If, after incorporation into the Project, Materials are found to not meet specifications (non-compliance), the RE, in conjunction with the POR, must determine if the Materials are to be removed and replaced or if they may remain in place as suitable for the use intended (See 00150.25). Materials that are not in close conformance with the Contract requirements, but are found suitable for the use intended, may be accepted provided that an adjustment is made to the amount paid to the Contractor for that item. [Refer to Chapter 12C - Quality Price Adjustments]

12B-2 Field-Tested Materials

Most Agency Projects will include the Quality Assurance Program, under which the Contractor performs all sampling and field testing of Materials. The Agency will perform monitoring, verification testing, and independent assurance testing to verify the quality of Materials represented by the Contractor's tests. Refer to the Quality Assurance Program in the Manual of Field Test Procedures.

Accept field-tested Materials according to the Field Tested Materials Acceptance Guide included in the Manual of Field Test Procedures, or according to the individual Specifications for the Material. Be sure you are using the correct version of this guide. This will be the version in effect at time of Project advertisement. This guide is updated yearly and is available electronically at:

https://www.oregon.gov/ODOT/HWY/CONSTRUCTION/pages/mftp_manual.aspx

FIELD TESTED MATERIALS ACCEPTANCE GUIDE (Revised November 2021)					Same Frequency for all Tests (Minimums)			
MATERIAL AND OPERATION	DESCRIPTION OF TEST	TEST METHOD			FORM 734-	QUALITY ASSURANCE		
		ODOT	WAQTC	AASHTO		Contractor Quality Control	Independent Assurance/Verification	
						Project Manager	Region Quality Assurance	Materials Laboratory
SECTION 00690 - STOCKPILED AGGREGATES								
Aggregate Base and Shoulders (See Section 00641)	Abrasion Degradation	TM 208		T 96	4000	See Section 4A	Submit to Lab	See Section 4A
	Sampling Aggregates			R 90	A Sublot equals 2,000 Tons			
	Reducing Aggregates			R 76	1792	1/Sublot & Start of Production	1 per 10 Sublots	
	(1) Sieve Analysis			T 27	1792			
	Un-Washed			T 176	1792	1/5 Sublots & Start of Production	1 per 10 Sublots	
(2) May be waived by QAE	(2) Sand Equivalent			T 335	1792			
	Fracture (Method 1)							
Aggregate (Sanding Aggregate)								
(1) May be waived by QAE	Sampling Aggregates	TM 227		R 90	A Sublot equals 1000 Tons			
	Reducing Aggregates			R 76	1792	1/Sublot & Start of Production	1 per 10 Sublots	
	Sieve Analysis			T 27				
	Un-Washed					See Section 4A	Submit to Lab	See Section 4A
	(1) Cleanliness Value			T 96	4000			
	Abrasion Degradation	TM 208		T 113	4000			
	Lightweight Pieces							
	Fracture (Method 1)			T 335	1792	1/5 Sublots & Start of Production	1 per 10 Sublots	
	Elongated Pieces	TM 229			1792			
	Wood Particles	TM 225						


The RE may accept relatively small quantities of some field-tested Materials without normal sampling and testing, as defined in the Field Tested Materials Small Quantity Guideline found in the Manual of Field Test Procedures.

Small Quantity Table

Section	Type of Material	Approximate Quantity
00330	Earthwork (Embankment)	500 yd ³
00330	Earthwork (Excavation)	500 yd ²
00345 & 00346	Lime & Cement Treated Subgrade	2000 yd ²
00390 & 00395	RipRap & Rock Gabions	100 yd ³
00405	Ditch & Trench Excavation, Bedding and Backfill	50 yd ³
00440	Commercial Grade Concrete (Non-Structural Items)	50 yd ³
00495	Trench Resurfacing	500 Ton
00510	Structure Excavation and Backfill	500 Ton
0A596, 0B596 & 0C596	Retaining Walls	500 Ton
00641 & 00642	Aggregate Sub-base, Base & Shoulders	2000 Ton
00680	Stockpiled Aggregate	2000 yd ³
00730	Asphalt Tack Coat	50 Ton
00735	Emulsified Asphalt Concrete Pavement (includes asphalt cement)	2500 Ton
00745	Asphalt Concrete Pavement (Statistical Acceptance) (ACP-each Level) (includes asphalt cement).	2500 Ton

Record documentation for field-tested Materials on either the Test Summary B or C forms.

1. The Test Summary B Sheet, form 734-1902B, is used to record all field-tested Materials except concrete Materials.

 <h1 style="text-align: center;">TEST SUMMARY FOR FIELD TESTED MATERIALS (B)</h1>															CONTRACT NO. 15163		SHEET 2 OF 2								
PROJECT NAME I-205: I-5 to OR213, Phase 3 Section					ITEM NO.	DESCRIPTION					UNIT	ORIG. QUANT.	FINAL QUANTITY												
PREPARED BY Henry Ng					DATE 1/25/2021	52	Aggregate Base					Ton	2,200.0	1,587.48											
LINE	DATE OF SAMPLE TEST, OR INSPECTION	REPORT NO.	DATA SHEET NO.	INSPECTION REPORT / LAB REPORT NO.	QUALITY CONTROL BY CONTRACTOR	REGIONAL QUALITY VERIFICATION	RECORDING ENGINEER'S SIGNATURE	CONSTRUCTION SUPERVISOR'S SIGNATURE	ASSISTANT CHIEF OF PARTY	SOURCE MATERIAL LOCALITIES	MIX DESIGN	California's Commercial Products Label	Caltrans Check Weighing	Proctor Curve	In Place Density	Deflection Test	Caltrans Statistical Summary	Caltrans's Static Cell	KR's Check Weighing	Density & Frodoil	Knife River Scale Certs	VISUAL	IN COMPLIANCE INCORPORATED	NON-COMPLIANCE INCORPORATED	
																							<input type="checkbox"/> WORK PHASE <input type="checkbox"/> AGGR. PROD. <input type="checkbox"/> MIX PRODUCTION <input type="checkbox"/> DENSITY <input type="checkbox"/> OTHER		
																							EXPLANATIONS AND NON-COMPLIANCE		
1	7/7/20																								EST09 NOTE16
2	7/10/20																								EST09 NOTE17
3	9/25/20																								EST11 NOTE18
4	10/5/20																								EST11 NOTE19
5	10/6/20																								EST11 NOTE20
6	10/7/20																								EST11 NOTE21
7	10/14/20																								EST11 NOTE22
8	3/3/20					X																			KR egg base, within L-A parameters
9	3/3/20					X																			KR egg base, within L-A parameters
10	5/16/20												X												Caltrans Check Weighing
11	5/6/20																	X							KR Coffee Lake chk wt.
12	5/28/20				X														X						Site "S" 4 total density shots
13	5/28/20				X														X						Site "K" 3 shots, Site "D" 2 shots
14	5/28/20					X		X											X						QA QV 5 shots taken, all good
15	7/7/20					X													X						Site "O" NB 2 shots
16	3/5/20																			X					See BI # 53
17	5/6/20					X													X						"S" median, good result
18	1/25/20																								Tony Nguyen RAS Reviewed
19																									Tony Nguyen RAS Reviewed
20																									
21																									

734-19028 (8-2009) <http://www.oregon.gov/ODOT/Hwy/CONSTRUCTION/HwyConstForms1.shtml>

2. The Test Summary C sheet, form 734-1902C, is used for all concrete Materials.

[illegible]

Field-tested Materials with failing test results must also be entered on the Test Summary B or C sheets along with the quantity they represent. For Materials with failing test results, the RE, in conjunction with the POR, must determine if the Materials are to be removed and replaced or if they may remain in place as suitable for the use intended (See 00150.25). Materials that are not in close conformance with requirements, but are found suitable for the use intended, may be accepted provided that an adjustment is made to the amount paid to the Contractor for that item. [Refer to Chapter 12C – Quality Price Adjustments.]

If specified in the Contract, the Contractor may receive a premium price adjustment (bonus) for some Materials, such as ACP, which meet the Contract requirements for such an adjustment. Administer and calculate the adjustment in accordance with the Contract. [Refer to Chapter 12C - Quality Price Adjustments.]

QC/QA Testing Evaluation

Verification/independent assurance tests should be listed on Test Summaries B and C and noted if both verification and IA tests passed or failed. If either one or both failed, clearly show in the Test Summaries that they were resolved. The Contractor's quality control tests cannot be accepted until validated by passing IA and verification tests. Use form 734-5232 to enter both QC and QA data, compute the differences, measure the difference against the IA parameter table and check the appropriate boxes. How the failing test was resolved needs to be addressed on the 734-4040 form, preferably attached to the failing test in question. The QCCS and RE should work together resolving failed IA and verification tests, discussing the tests, and include a proposed resolution.

ACP Aggregate IA/V Results

PROJECT NAME (SECTION)							CONTRACT No.					
MATERIAL DESCRIPTION					BID ITEM No.		DATE SAMPLED			PROJECT MANAGER		
CONTRACTOR					SUPPLIER				SOURCE No.			
QA TEST No.ID		QC TEST No. ID		TEST PROCEDURE or PROCESS UNDER INVESTIGATION - (ONLY IF IAV PARAMETERS NOT MET)								
<input type="checkbox"/> Met I.A. Parameters <input type="checkbox"/> Q.A. Met Verification <input type="checkbox"/> Q.A. Compares Reasonably to Ongoing QC Data <input type="checkbox"/> Failed I.A. Parameters <input type="checkbox"/> Q.A. Failed Verification <input type="checkbox"/> Q.A. Does Not Compare Reasonably to Ongoing QC Data												
Note: According to QA Program, VI. Product Specific QC/QA Testing Plan, any failing condition will prompt an Investigation.												
Gradation Sieve Size	Tolerances (±)	Contractor Q.C. Results	ODOT Q.A. Results	JMF Target	Specifications		Difference	IA Parameters	Met IA Parameters	Out of IA Parameters		
					Lower	Upper						
#200												

Particle Analysis

	Contractor Q.C. Results	ODOT Q.A. Results	JMF Target	Specifications		Difference	IA Parameters (±)	Met IA Parameters	Failed IA Parameters
				Lower	Upper				
Fracture two face									
1"									
3/4"									
1/2"									
#4									
Fracture one face									
#8									
Wood Particles:									
Elongated Pieces:									
Sand Equivalent:									

REMARKS:

QCCS NAME	CERTIFICATION NUMBER	SIGNATURE	DATE
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QC/QA Testing Investigation

Print Form

Project Name (Section)

Contract No.

Contractor/Supplier Name

Project Manager Name

Bid Item No.

Contractor/Supplier Name

Project Manager Name

QA Test Number I.D.

Test Procedure or Process Under Investigation

QC Test Number I.D.

☐ Failed I.A. Parameters

☐ Questionable QC History

☐ QC Failed Verification

☐ QA Failed Verification

Investigation Information (fields expand when filled)

Investigation Description

Investigation Summary

Conclusion/Resolution

Comments/Follow-ups

Individual Performing Investigation (please print)

Company Name

Sign

Date

Project Manager or CPM Review/Approval (please print)

Company Name

Sign

Date

Distribution: QAC, QC, PW, CPW, QAE and project file

An investigation is required for all materials failing to meet the verification and independent assurance because of the potential impact on the quality of the material produced or incorporated into the project.

If verification testing fails to meet the specifications, other than gradation, QA will immediately notify the RE. The RE will evaluate the results and resolve the discrepancy. If the Contractor's test results and QA's test results for IA samples are not within IA parameters, the RE will evaluate the results and resolve the discrepancy. When performing an investigation use form 734-4040 to guide the process.

An investigation will be conducted by the RE to determine whether to reject the material or if the material is suitable for the intended purpose according to section 00150.25 and what price adjustment may be applied.

12B-3 Review Procedures for Quality Documentation

Review by the Resident Engineer

The RE must review all Project quality records to assure that the required documentation has been received and that the Material either meets Contract requirements, or that price adjustments have been appropriately assessed. Refer to Chapter 12C - Quality Price Adjustments.

Steps in the documentation review by the RE process include:

1. Verify all required quality documentation is recorded and incorporated quantities are updated on the Test Summary A, B and C sheets.
2. Ensure quality documents related to multiple Bid items are correctly cross-referenced on the Test Summary sheets.
3. Check all Contract Change Orders (CCOs) and the Special Provisions for any changes to the testing and acceptance documentation. If a CCO modifies testing or acceptance requirements, include a copy of that CCO with the documentation and enter it on the Test Summary sheet. If a CCO adds new line items, add them to the Test Summary sheets.
4. For all Pay Items and quality price adjustments, review all field and nonfield testing documentation requirements.
5. The person entering the data should sign and date the Test Summary sheets. The RE's quality documentation process should include a second-person review and check of the data entry.
6. List all quality-related price adjustments, including bonuses and quality related CCOs, on the Final Materials Certification form 734-1979. Only quality-related adjustments are listed on the Final Materials Certification; quantity price adjustments such as liquidated damages are not to be listed. Refer to Chapter 12C – Quality Price Adjustments and Chapter 37 – Submittal of Final Project Documentation.

7. Update the Foreign Steel Summary, form 734-1968. Using the information shown on the Certificate of Materials Origin forms submitted by the Contractor for all steel or iron Materials, list all Materials of foreign or unknown origin on the Foreign Steel Summary. In order for the RE to accurately know how much foreign Material has been incorporated into the Project, the Foreign Steel Summary must be kept up-to-date throughout the life of the Project. Attach copies of the CMOs for foreign steel to the Foreign Steel Summary when submitting with the final Project documentation. Refer to Chapter 37 – Submittal of Final Project Documentation.
8. If there are any quality or quantity issues outstanding for which the RE is requesting an exception, the Documentation Review Report Supporting Documentation: RE Exception Explanation, form 734-2704 will need to be completed. The RE must also obtain, and attach to this form, written concurrence from the applicable Technical Resource (TR) and Professional of Record (POR). In addition, this form needs to be signed by both the RE and RAS, and submitted with the final Project documentation. This form will be signed off by the Contract Administration Engineer (CAE) at the time of final documentation acceptance, and designated as "Accepted – Participating (federal funds)", "Accepted – Non-Participating", "Not Accepted (Return to RE) - Prepare CCO", or "Not Accepted (Return to RE) - Other". Refer to Chapter 37 – Submittal of Final Project Documentation.

Review by the Region Assurance Specialist (RAS)

The RAS will regularly review Project documentation throughout the life of the Project. The frequency of those reviews will depend on Project size, duration, complexity, RE's experience in administering ODOT construction Contracts.

The RAS will review and provide guidance in quality documentation procedures used to support payments to the Contractor, including but not limited to:


- Quality documentation requirements as determined by the Contract for field and non-field tested Materials.
- Test Summaries A, B and C (purpose, how to set up, how to track quality documentation, etc.).
- Types of quality documentation (quality compliance certifications, Certificate of Materials Origin, test results, warranties, Blue and Green sheets, etc.).
- Price adjustments associated with non-specification Materials and Materials with superior quality (Concal, StatSpec, smoothness, etc.).
- Emphasize that quality documents need to be received by the RE prior to Materials installation and payment.

At the time of the periodic Project review, the RAS will review the quality documentation to determine whether it fulfills the Contract requirements and supports the payments that have been made to the Contractor. The RAS will report any deficiencies to the RE. The RAS will also address the reported deficiencies and their resolution at the next scheduled periodic review.

The RAS will list the following on the Documentation Review Report or Completion Strategy and Action Plan, regarding quality:

- Any quantity, or quality documentation deficiencies, or documents that do not comply with Agency requirements;
- Acceptability of the documents, documentation, or Materials that may need an alternate acceptance method such as an exception or Contract Change Order [Refer to Exception vs. CCO guidance document]; and
- Any other Project related comments.

For final Project documentation acceptance, refer to Chapter 37 - Submittal of Final Project Documentation.

 DOCUMENTATION REVIEW REPORT (DRR)									
CONTRACT		PROJECT NAME (SECTION)		COMPLETION DATE	TRAFFIC REPORTS <input type="checkbox"/> Yes <input type="checkbox"/> No Last on File: _____ EROSION REPORTS <input type="checkbox"/> Yes <input type="checkbox"/> No Last on File: _____		REVIEW # _____ REVIEW DATE _____		
KEY		PROJECT MANAGER		DATE	FUEL ESCALATION <input type="checkbox"/> Yes <input type="checkbox"/> No ASPHALT ESCALATION <input type="checkbox"/> Yes <input type="checkbox"/> No		PLANT ESTABLISHMENT <input type="checkbox"/> Yes <input type="checkbox"/> No END DATE _____		
EA		LOCAL AGENCY/CONSULTANT		DATE	TRAINING <input type="checkbox"/> Yes <input type="checkbox"/> No BI QUANTITY _____ HRS to DATE _____ % USED _____ % Items Complete _____		PREPARED BY (RAS) _____		
I RECOMMEND ACCEPTANCE OF THE DOCUMENTATION PROJECT MANAGER SIGNATURE _____ DATE _____					REGION ASSURANCE SPECIALIST SIGNATURE _____ DATE _____				
DATE NOTED BY RAS	PRIORITY H-High M-Medium L-Low	BID ITEM NUMBER	Item name, comments, unresolved quantity/quality details, exceptions to the Final Materials Certification, form 734-1970 and method of resolution. This document replaces all prior DRRs or Completion Strategy and Action Plans.			C or A	ASSIGNED TO (initials): After 2nd Note	PM Resolved (initials)	RAS CONCUR



CHAPTER 12C

QUALITY PRICE ADJUSTMENTS

The Contractor must furnish Materials and perform the required Work in a manner that closely conforms to Contract requirements. As stated in Section 00150.25, if the Materials furnished or the Work performed are not in close conformance, the Resident Engineer (RE) may order the Materials or Work to be removed and replaced or may allow the Materials or Work to remain in place at a reduction in payment.

Some Contracts also allow the Contractor to receive a premium price adjustment (bonus) for Work or Materials that meet the requirements for such an adjustment.

To assess an adjustment and modify the Pay Item price, the RE will need to enter the amount of each adjustment in the 6000 series of the Contract Payment System (CPS), including a reference to the Pay Item. [Refer to Chapter 25 - Payments to Contractors/Retainage.]

Each lot must be entered as a separate adjustment, either positive or negative (as calculated by StatSpec per Section 12C-3). Enter the separate adjustments as 6026a, 6026b, etc.

The RE must also address the issue of quality of Materials and workmanship when completing the required Prime Contractor Performance Evaluation. [Refer to Chapter 34 - Contractor Performance Evaluation.]

Construction Materials and Work fall into one of the following categories:

1. When specified by the Contract, specified Materials and Work that are in close conformance with, or exceed the Contract requirements, will be paid at the full price plus a premium price adjustment (bonus).
2. Materials and Work that are in close conformance with the Contract requirements are paid at the full price.
3. Materials or Work that are not in close conformance with the requirements, but are considered suitable for the intended purpose, may be approved for use with an appropriate adjustment (reduction) in price. The RE must consult with the Professional of Record (POR) for the Work when determining whether the Material or Work is suitable for the intended purpose.
4. Materials or Work that are not in close conformance with the Contract requirements, and are not considered suitable for the intended purpose, shall be rejected and not incorporated into the finished Work unless the defects are corrected in a manner acceptable to the RE.

A Contract Change Order (CCO) is not required if one of the standard price adjustments listed in Section 12C-2 is used.

A CCO is required whenever a non-standard adjustment is made allowing no specification Material to remain in place.

Additionally, the RE must issue a CCO if any of the Contract Work is changed, including changes to any of the quality requirements included in the Contract.

If you have any questions regarding whether or not a CCO is required, contact the Region Assurance Specialist (RAS) or Contract Administration Unit (CAU) for guidance.

12C-1 Premium Price Adjustments (Bonus)

When specified by the Contract, the Agency will pay a bonus for Materials (normally Materials used in surfacings) or workmanship (including compaction of asphalt concrete or smoothness of pavement) that exceeds the specified Contract requirements.

Refer to the Specification for particular Materials to determine whether the Contractor may be eligible to receive a bonus payment.

The StatSpec program, discussed below, calculates a bonus or price adjustment for most surfacing Materials plus compaction of asphalt concrete.

Possible bonus payments for smoothness are addressed in Section 00745 for asphalt concrete and in Section 00755 for Portland Cement Concrete pavements.

All premium price adjustments must be listed on the Final Materials Certification (form 734-1979) when the final Project documentation is compiled for submittal at the completion of the Project. [Refer to Chapter 12B – Quality and Chapter 37 – Submittal of Final Project Documentation.]

12C-2 Price Adjustments

If the Contractor has supplied Materials that are not in close conformance with Contract requirements but are suitable for the intended purpose, the RE must assess a price adjustment if the Materials are to remain in place.

Obtain concurrence of the POR for the Work and assistance from the Region and others in determining if the Material or Work is suitable for the use intended.

Price adjustments must be assessed and administered in a uniform manner throughout the state. The following are standard price adjustment procedures to be used if Materials supplied to the Project are not in close conformance to Contract requirements:

- A. Geotextile products** – Contact the Geo-Environmental Section to determine if the product is suitable for use or should be rejected. If the Material test results show one or two failing property values, but the Material is still suitable for use, assess a 10% price reduction from the invoice price. If the Material test results show three or more failing property values, but is still suitable for use, assess a 25% price reduction from the invoice price.
- B. Flexible Bituminous Adhesive** – The Penetration @ 25°C can be no more than a 30 mm/10 maximum (per AASHTO T49) and the Elastic Recovery must be a minimum of 70% (per ODOT TM429). If either one of these tests fail, assess the price reduction as follows:
 - For penetrations of 31-35mm/10 or an elastic recovery of 60-69%, assess a 10% price reduction.
 - For penetrations of 36-45mm/10 or an elastic recovery of 40-59%, assess a 50% price reduction.
 - For penetrations greater than 45mm/10 or an elastic recovery less than 39%, assess a 100% price reduction.

Calculate the adjustment based on the full price of the item, including the marker and recessing, if required, since, if the adhesive fails, the complete installation has failed.

C. Failing PG Asphalt Cement – The price adjustment for failing asphalt cement is calculated using the Summary of Failing Test Results for PG Asphalt Cements form 734-2283.

The Monthly Asphalt Cement Material Price (MACMP) for the Project will be used as the base price for applying the reduction in payment for asphalt cement Pay Items that do not have the “ER” designation for Elastic Recovery on polymer modified binders. For asphalt cement Pay Items with the “ER” designation, the MACMP for the Project will be increased by \$100.00 prior to applying the reduction in payment for the “ER” asphalt Pay Item.

The RE will submit all Quality Control (QC) subplot samples of asphalt cement, sampled by the Contractor, to the ODOT Materials Laboratory. The Materials Laboratory will test the QC samples on a random basis. If any QC sample is determined to have deficient properties, the Materials Laboratory will test the subplot samples preceding and following the failing sample to determine the quantity of deficient asphalt. Testing of QC subplot samples will continue until samples are found to meet specified properties. The quantity of asphalt subject to a price adjustment is the quantity represented by the deficient subplot samples.

ODOT Quality Assurance will submit verification samples to the Materials Laboratory. The Materials Laboratory will test all verification samples. If any verification sample is determined to have deficient properties, the Materials Laboratory will identify and test the QC subplot samples closest to the time before and after the failing verification sample. Testing will continue until the Engineer is satisfied that all deficient sublots have been identified. The quantity of asphalt subject to a price adjustment is the quantity represented by the deficient subplot samples. If no QC subplot samples fail, the price adjustment will be made only for the quantity of asphalt determined by the Engineer to be represented by the failed verification test.

The asphalt cement price adjustment is based on the reduction factors from the “Failing Asphalt Cement Table” and procedures below. If an asphalt cement sample is deficient on more than one test property, the adjustment factor that applies is the larger of the factors identified for the failing test properties.

For Projects with multiple failing asphalt tests:

- If three or more consecutive subplot samples are found to have one or more failing test properties (excluding AASHTO T301), the reduction factor for all asphalt cement represented by the consecutive failing samples shall be 30% of the Monthly Asphalt Cement Material Price (MACMP).

- If five or more cumulative subplot samples are found to have one or more failing test properties (excluding AASHTO T301), the reduction factor for all asphalt cement represented by all failing samples shall be 30% of the MACMP.
- For "ER" designated binders only, if three or more consecutive, or five or more cumulative subplot samples are found to be deficient according to AASHTO T301, the reduction factor for all asphalt cement represented by the three or more consecutive, or five or more cumulative samples shall be 50% of the modified MACMP (MACMP + \$100).

Failing Asphalt Cement Table		
Test Property	Test Value	Percent of MACMP ¹ (Reduction Factor)
Dynamic Shear of Original Binder: $G^*/\sin \delta$, kPa	0.95 - 0.99	5
	0.90 - 0.94	15
	0.70 - 0.89	25
	Less than 0.70	Reject
Dynamic Shear of RTFO Binder: $G^*/\sin \delta$, kPa	2.10 - 2.19	5
	2.00 - 2.09	15
	1.60 - 1.99	25
	Less than 1.60	Reject
Dynamic Shear of PAV Binder: $(G^*)\sin \delta$, kPa	5001 - 5500	5
	5501 - 6500	15
	5501 - 7000	25
	7001 - 8000	30
	More than 8000	Reject
Creep Stiffness of PAV Binder: S, Mpa	301 - 315	5
	316 - 330	15
	331 - 450	25
	451 - 600	30
	More than 600	Reject
m-value at 60 sec.	0.295 - 0.299	5
	0.270 - 0.294	15
	0.230 - 0.269	30
	Less than 0.230	Reject
AASHTO T 301 For binders with "ER" designation	45 - 49	35
	41 - 44	50
	Equal to or less than 40	Reject
Reject Status: A Contract Change Order with a 50% price adjustment and the approval of the Technical Resource is required to allow material to remain in place that is in the Reject Status category.		
Notes: Specified properties in AASHTO M320, table 1 for flash point, viscosity@135°C and mass loss are not considered performance related. Specification deficiencies for these properties shall be cause for a work stoppage until specification properties are met, but will not be cause for a pay adjustment.		
Refer to paragraphs above table for directions when <u>three or more consecutive</u> , or <u>five or more cumulative</u> samples fail any of the listed test properties.		
1. Monthly Asphalt Cement Material Price		

Price adjustments for failing asphalt cement supplied to the Agency will be based solely on the amount of virgin binder added to the asphalt concrete and should not penalize the Contractor for asphalt cement incorporated into the mix through the addition of recycled asphalt cement and mix moisture.

To properly calculate this amount, the following formula is used:

$$\text{Virgin Asphalt Cement (tons)} = \left(\frac{LQ}{1 + \left(\frac{MM\%}{100} \right)} \right) * \left(\frac{AC\%}{100} \right) * \left(1 - \left(\frac{RAP\%}{100} \right) \right)$$

Where:

- LQ is the lot quantity in tons of ACP mixture in the subplot.
- MM% is the measured mix moisture from form 734-2277 for the subplot.
- AC% is the measured asphalt content from form 734-2277 for the subplot.
- RAP% is measured RAP% from form 734-2277 for the subplot.

This calculation is included on the Summary of Failing Test Results for PG Asphalt Cements form 734-2283.

D. Failing Emulsified Asphalt, Cold-In-Place Recycling Agents, Hot-Mix Recycling Agents and Pre-Coated Aggregate Asphalt Surface Treatment Binder – A price adjustment for the above asphalt Material is calculated using the Summary of Failing Test Results for Asphalt Cements, form 734-2283a.

Assess a price adjustment for the items listed in the subsection title if at least one of the following conditions are met:

- The total failing quantity is more than 10% percent of the total quantity incorporated into the project.
- There are two (2) or more consecutive failing samples from the same liquid asphalt source.

The MACMP for the Project will be used as the base price for applying the reduction in payment for asphalt Material Pay Items that do not have the "ER" designation. For asphalt Material Pay Items with the "ER" designation, the MACMP for the Project will be increased by \$100.00 prior to applying the reduction in payment for the "ER" asphalt Pay Item.

- Assess a price adjustment equal to 25% of the MACMP for the quantity represented by each failing sample.

- Assess a price adjustment equal to 50% of the MACMP when any listed asphalt material has a TM 429 ER test result that is 5% or more below the specification limit.



SUMMARY OF FAILING TEST RESULTS FOR PG ASPHALT CEMENTS

PREPARED BY Stuart Cobine		DATE	REGION Robert Peters		REVIEW DATE		PROJECT NAME (SECTION) US97: Willowdale - Madras			CONTRACT NO. C15197	
REVIEWED BY William Martin		DATE	REVIEWED BY CONSTRUCTION Chris Duman		DATE 10/14/20		MATERIAL McCall PG 64-28			BID ITEM NUMBER 46 / 6042	
DATE OF SAMPLE	SAMPLE NO. AND/OR SUBLOT NO.	LAB REPORT NO.	REDUCTION FACTOR (A)	MACMP for Project (B)	LOT QUANTITY (tons) (C)	MIX MOISTURE % (D)	AC % (E)	RAP CONTENT % (F)	VIRGIN AC QUANTITY (SEE NOTE #1 BELOW) (G)	PRICE ADJUSTMENT A*B*G	REMARKS
1-Sep-20	7-9	20-002352	0.30	\$410.00	1000	0.19	5.38	28.10	38.61	\$4,748.89	
1-Sep-20	7-10	20-002317	0.30	\$410.00	1000	0.17	5.25	28.70	37.37	\$4,596.38	
1-Sep-20	8-1	20-002318	0.30	\$410.00	1000	0.15	5.31	28.10	38.12	\$4,688.97	
2-Sep-20	8-2	20-002353	0.30	\$410.00	1000	0.19	5.38	28.40	38.45	\$4,729.07	
2-Sep-20	8-3	20-002354	0.30	\$410.00	1000	0.12	5.31	28.10	38.13	\$4,690.38	
2-Sep-20	8-4	20-002355	0.30	\$410.00	1000	0.17	5.50	27.90	39.59	\$4,869.29	
3-Sep-20	8-5	20-002319	0.30	\$410.00	1000	0.11	5.37	28.30	38.46	\$4,730.65	
3-Sep-20	8-6	20-002356	0.50	\$410.00	1000	0.20	5.61	27.90	40.37	\$8,275.31	This is under the reject category, See CCO
8-Sep-20	8-7	20-002357	0.30	\$410.00	1000	0.17	5.47	28.20	38.21	\$4,822.58	
9-Sep-20	8-8	20-002358	0.30	\$410.00	1000	0.12	5.29	28.70	37.67	\$4,633.72	
9-Sep-20	8-10	20-002320	0.30	\$410.00	1000	0.16	5.44	28.90	38.62	\$4,749.84	
10-Sep-20	9-1	20-002321	0.30	\$410.00	1000	0.16	5.46	28.00	39.25	\$4,827.65	
											Total = \$60,362.73

SUBMIT WITH FINAL PROJECT DOCUMENTATION

\$60,362.73

NOTE #1 - Virgin Asphalt Cement Quantity Represented is calculated as follows:

$$\text{Virgin AC} = \left(\frac{C}{1 + \left(\frac{D}{100} \right)} \right) * \left(\frac{E}{100} \right) * \left(1 - \left(\frac{F}{100} \right) \right)$$

734-2283 (5-2015)

OXGordall #16046 \$60,362.73 Est05 Note01

Oregon
Department
of Transportation

[illegible]

754-8965 (11-15-2020)

SUBMIT WITH FINAL PROJECT DOCUMENTATION

G. Failing Aggregate Tests – Price reductions for failing tests for aggregates are calculated using the Summary of Failing Test Results for Aggregate, form 734-3966. This form is only required when StatSpec is not used for the lot with failing Material to assess the adjustment.

H. Failing Concrete – Price reductions for failing PCC (Concrete) strength are calculated using the Price Reduction Computations for Low-Strength Non-Statistical Concrete ("CONCAL" Program). This program will calculate either a price reduction, or rejection of the concrete represented by the test:

Oregon Department of Transportation
PRICE REDUCTION COMPUTATIONS
FOR LOW STRENGTH NON-STATISTICAL CONCRETE
Concal Version 4.0, Use for concrete placement after 1997

Section Name:	<u>US101: Farmer Creek Bridge</u>	Mix Design No.	<u>20-CMD501</u>
Prime Contractor	<u>Bent, LLC</u>	County	<u>Tillamook</u>
Project Manager	<u>Jayson Buchholz</u>	Contract No.	<u>C15152</u>
Data Sheet No.	<u>F41260-174</u>	Lab Number	<u>20-001909</u>
Concrete used for	<u>Bridge Deck</u>		

SPECIFIED CLASS OF CONCRETE (f'c).....	<u>4500</u> psi
ACTUAL 28 DAY CONCRETE STRENGTH (fcc).....	<u>3890</u> psi
PERCENT ACTUAL VS SPECIFIED STRENGTH.....	<u>86.44</u> %
PRICE REDUCTION FACTOR (PRF) = $((f'c - fcc) / (0.15 f'c))^2$ [report as percent].....	<u>81.67</u> %
TYPE OF UNIT (cubic meter, square meter, cubic yard, square yard, each, etc.).....	<u>cubic yards</u>
QUANTITY REPRESENTED (QR) (cubic meter, sq meter, cubic yard, sq yard, each, etc.)..	<u>24</u>
INVOICE PRICE PER UNIT (PPU).....	<u>\$240.00</u>
(If contractor and supplier refuse invoice request, use 0 and theoretical unit price computation below.)	

This box only applies if the Contractor and Supplier refuse to provide an invoice price, document attempts

THEORETICAL UNIT PRICE(TUP)(bid amount / special provision quantity)	<u>\$0.00</u>
COST REDUCTION FACTOR (CRF) (85% When reinforcement is not paid separately, 100% when reinforcement is a separate pay item).....	<u>85.00%</u>
COMPUTED THEORETICAL UNIT PRICE(PPU).(TUP)*(CRF)*30%	<u>\$0.00</u>
(assumes concrete value is 30%)	
MINIMUM ALLOWED THEORETICAL UNIT PRICE(PPU).{\$100 Minimum}.....	<u>\$100.00</u>

PRICE REDUCTION = (PRF/100) * QR * PPU..... **\$4,704.08**

****CALL ENGINEER OF RECORD TO DETERMINE ACCEPTABILITY OF MATERIALS PER SECTION 00150.25.
CALL RAS REGARDING PRICE ADJUSTMENT**

PREPARED BY: Adam L Rose

September 14, 2020

REGION REVIEWER: _____

ENTER THIS CONCAL PRICE ADJUSTMENT ON THE FINAL MATERIALS CERTIFICATION FORM 734-1979

If the CONCAL calculation shows the concrete Materials to be 85% or less of the required strength, it will calculate as "REJECTED". The POR must be contacted to determine the acceptability of the Materials per 00150.25.

Oregon Department of Transportation
PRICE REDUCTION COMPUTATIONS
FOR LOW STRENGTH NON-STATISTICAL CONCRETE
Concal Version 4.0, Use for concrete placement after 1997

Section Name:	<u>Umatilla 6th street Yerxa to Bridge</u>	Mix Design No.	<u>ODOT 5 sack 3000psi</u>
Prime Contractor	<u>Wildish</u>	County	<u>Umatilla</u>
Project Manager	<u>Brian Strasser</u>	Contract No.	<u>C15154</u>
Data Sheet No.	<u>04076</u>	Lab Number	<u>20-01317</u>
Concrete used for	<u>Patterned Surfacing</u>		

SPECIFIED CLASS OF CONCRETE (f'c).....	<u>3000</u> psi
ACTUAL 28 DAY CONCRETE STRENGTH (fcc).....	<u>2280</u> psi
PERCENT ACTUAL VS SPECIFIED STRENGTH.....	<u>76.00</u> %
PRICE REDUCTION FACTOR (PRF) = (((f'c - fcc) / (0.15 f'c)) ^2) [report as percent]	<u>100.00</u> %
TYPE OF UNIT (cubic meter, square meter, cubic yard, square yard, each, etc.).....	<u>cubic yards</u>
QUANTITY REPRESENTED (QR) (cubic meter, sq meter, cubic yard, sq yard, each)	<u>6</u>
INVOICE PRICE PER UNIT (PPU).....	<u>\$186.50</u>
(If contractor and supplier refuse invoice request, use 0 and theoretical unit price computation below.)	

This box only applies if the Contractor and Supplier refuse to provide an invoice price, document attempts

THEORETICAL UNIT PRICE(TUP)(bid amount / special provision quantity)	<u>\$0.00</u>
COST REDUCTION FACTOR (CRF) (85% When reinforcement is not paid separately, 100% when reinforcement is a separate pay item).....	<u>85.00%</u>
COMPUTED THEORETICAL UNIT PRICE(PPU).(TUP)*(CRF (assumes concrete value is 30%)	<u>\$0.00</u>
MINIMUM ALLOWED THEORETICAL UNIT PRICE(PPU).{\$100 Minimum}.....	<u>\$100.00</u>

PRICE REDUCTION = (PRF/100) * QR * PPU..... ****REJECTED**

****CALL ENGINEER OF RECORD TO DETERMINE ACCEPTABILITY OF MATERIALS PER SECTION 00150.25.**

CALL RAS REGARDING PRICE ADJUSTMENT

PREPARED BY: _____

April 15, 2021

REGION REVIEWER: _____

ENTER THIS CONCAL PRICE ADJUSTMENT ON THE FINAL MATERIALS CERTIFICATION FORM 734-1979

- I. Statistical Analysis** – Price reductions and bonus payments for statistically analyzed materials (ACP and PCC) are calculated using the ODOT StatSpec Price Adjustment Program for AC Mixtures. (Refer to Section 00165.40 - Statistical Analysis.) Also, see the StatSpec Preparation Guide in Section 12C-3 of this chapter.
- J. Smoothness Bonus** – Price adjustments (positive or negative) for smoothness of either ACP or PCC, are calculated using the Smoothness Pay Adjustment Spreadsheets. Instructions for price adjustment calculations for ACP smoothness specification are defined in Section 00745.70 and for PCC paving located in Section 00755.55 as well as Section 12C-4 of this chapter.
- K. Missing Process Control Tests and Missing Reports** – Missing process control testing required to be performed by the Contractor is assessed by using the ODOT Construction Material Services test cost price list. If a test performed by the Contractor is not included on the list, the hourly technician rate should be used, times the length of time it takes to perform the test and issue the report. Mileage for sampling and testing also needs to be added on to the adjustment. Missing reports also need to be assessed at the hourly technician rate for each report not submitted.

Many other Materials do not have a standard price adjustment procedure for Materials that are not in close conformance. In those situations, the RE must develop a cost that would be incurred by the Agency or other owner, due to the shorter expected useful life of the product.

In developing such a cost of shorter expected useful life, consider one or more of the following:

- Based on the expected life of the specified Material, how much value is being lost because of the shorter expected useful life of the supplied Material?
- How much additional maintenance will be needed for repairs due to the lesser quality of the supplied Material?
- Any other impacts that may occur due to the lesser quality of the supplied Material.

Obtain assistance from the Region, District Manager, Region Assurance Specialist (RAS), or Contract Administration Unit (CAU).

The CAU approves all price adjustments that have been prepared by the RE and reviewed by the RAS for Materials or Work that do not have pre-determined price adjustment procedures. Contact the RAS and the CAU for advice and assistance.

Give the Contractor written notice of the adjustment after receiving the concurrence of the CAU. At the completion of the Project, all quality price adjustments must be listed on the Final Materials Certification, form 734-1979. [Refer to Chapter 12B – Quality and Chapter 37 – Submittal of Final Project Documentation.]

12C-3 StatSpec Preparation Guide for 00745 ACP Statistical Analysis

In order to simplify the statistical analysis of Materials defined in Section 00165.30, ODOT has developed an Excel spreadsheet called StatSpec. StatSpec is used to calculate pay factors (PF) and composite pay factors (CPF) used in determining asphalt bonuses for superior quality Materials and price adjustments (reductions) for non-specification Materials. StatSpec is also used to calculate the quality levels of test results from the Contractor's process control.

This guide has been written for people who have a basic understanding of the testing procedures and requirements of Section 00745 - Asphalt Concrete Pavement (ACP). For answers to specific questions regarding StatSpec, contact the RAS or the Sr. Quality Assurance Coordinator (Sr. QAC) for your Region. You may also contact the CAU.

A. Starting a New File

Open the StatSpec program. Go to the File option on the top tool bar and choose the "New Project" option. This will allow you to input data in the Statistical Testing Input Data worksheet.

B. Statistical Testing Input Data

Prepare one StatSpec file for each lot of Material to be analyzed. Each lot must contain at least three sublots in order for it to be statistically analyzed. A standard deviation cannot be computed with less than three numbers.

1. In the heading, enter all Project and Material information for the lot of Material that is to be analyzed. This information can be found in the Special Provisions and on the Job Mix Formula (JMF). It is important to input all requested Project information because CAU is maintaining a database for all ACP price adjustments, and this information is used to populate the database.

If the "Level" cell on the statistical testing input data sheet is blank, you will be prompted to "Select Mix Level" when calculating the ACP Price Adjustment. This information is shown on the approved JMF.

- Level 1 – Low Traffic; Limited Trucks
- Level 2 – Low Traffic; Low Trucks
- Level 3 – Moderate Trucks
- Level 4 – Very Heavy Traffic

If the "Lift" cell on the statistical testing input data sheet is blank, you will be prompted to "Select Lift" when calculating the ACP price adjustment.

- Base
- Wearing
- Leveling – when the CPF is greater than 1.0000 it will be reduced as follows; Reduction in CPF = $(CPF - 1) \times 0.5$ (per section 00745.95)
- Temporary – when the CPF is greater than 1.0000 it will be reduced as follows; Reduction in CPF = $(CPF - 1) \times 0.5$ (per section 00745.95)

2. Enter each of the constituents that are to be evaluated. This information is shown on the approved JMF.

The mix type determines the screen sizes that are to be evaluated. Asphalt, moisture, and compaction are also analyzed. Asphalt and moisture content must be entered as Asph and Moist. The program looks for the constituents labeled Asph and Moist so that it can use the analyzed data to perform additional calculation. If the asphalt cement is to be paid by statistical analysis, asphalt and moisture content test averages will be used to automatically calculate the asphalt cement pay quantity.

3. Enter the weighting factor for each constituent. This information is shown in the table in Section 00745.95. Be sure to check the Project Special Provisions for any changes to the Standard Specifications.
4. Enter the upper specification limit and the lower specification limits (USL & LSL) for each constituent. This information is located in Section 00745.14 - Tolerances and Limits. Be sure to check the Project Special Provisions for any changes to the Standard Specifications.

For ACP price adjustments, the USL and LSL are based on the JMF target values for each constituent. The JMF target values are identified on the approved JMF. From Section 00745.14, determine the USL and LSL based on the tolerance for that constituent.

For the larger screen sizes (1½", 1", 3/4", 1/2" and 3/8"), you will be directed to go to the broadband limits tables under Section 00745.12. If there is both a minimum and a maximum control point value for the larger screens, the maximum value for the constituent will be the USL and the minimum value will be the LSL. If there is not both a maximum and minimum value, add 5 % to the JMF target value for the USL and subtract 5% from the JMF target value for the LSL.

For all of the other constituents, add the corresponding value in Section 00745.14 to the JMF target value for the USL and subtract the corresponding value from the JMF target value for the LSL.

For USL of 100, enter 100, except, in the case of Control Strip Compaction, enter 100cs. For LSL of 0, enter 0. The worksheet internally uses the following conversions to ensure that the correct answer is calculated:

$$0 = -1\text{E}+09 \qquad 100 = 1\text{E}+09 \qquad 100\text{cs} = 9\text{E}+09$$

When performing Mix Design Verification (MDV), adjustments are sometimes made to the JMF target values without changing lots. (See Section 00745.16(4)(a).) In these situations, the target value may be considered to be 0 and the USL & LSL are entered as a \pm the tolerance. The test results must then also be entered as a $+/-\pm$ change from the target value.

Example:

A 5.50% asphalt target value is specified in the JMF for a 3/4" Dense Graded ACP Mixture. The tolerance, based on asphalt content determination using the incinerator method of extraction, is $\pm 0.50\%$ (per Section 00745.14). The USL would then be 0.50 and the LSL is -0.50 . Test results calculated an asphalt content of 5.63% for subplot 1. The target value was then increased to 5.60% asphalt. The test result for subplot 2 determined the asphalt content to be 5.58%. The value entered for asphalt under subplot 1 would be the test result minus the original target value. The value entered for asphalt under subplot 2 would be the test result minus the new target value.

$$\text{Value for Sublot 1} \quad 5.63 - 5.50 = 0.13$$

$$\text{Value for Sublot 2} \quad 5.58 - 5.60 = -0.02$$

5. Any time that the JMF is adjusted and the target values change, the changes must be clearly documented so that the data in StatSpec may be properly verified. The following columns have been provided on the statistical data sheet to record additional pertinent project information:
 - Target Value % Asphalt – when an adjustment to the liquid asphalt target value is made, enter the new target value in this column. The weighted average of the target values for the asphalt will automatically be calculated and used to determine the ACP price per Ton on the Price Adjustment Computation sheet.
 - Ton – by entering the number of Tons of ACP that each test represents, the total Tons of ACP will automatically be calculated and used in determining the ACP adjustment.
 - Test# – Used to track Lot# - Sublot# tests.
 - Date – Used to track the paving/testing dates.
6. Enter the Contractor's test results for each constituent that is to be analyzed. Each test represents a subplot. Each subplot will represent up to 1000 Ton of material.

C. Quality Level Analysis and Computing Pay Factors (PF) and the Composite Pay Factors (CPF)

StatSpec will automatically perform the Statistical Analysis that is defined in Section 00165.30 and compute the CPF for the subject lot of Material. A CPF greater than 1.0000 will be considered of superior quality and eligible for a bonus. The maximum CPF is 1.0500, unless it is limited by the Contract. Material with a CPF of less than a 1.0000 will be subject to a price reduction. Any Material with a CPF of 0.7500 or less may be subject to removal as pre-defined in Section 00165.40(c) and 00150.25.

1. Click on "Calculate" option on the upper tool bar, highlight the "Composite Pay Factor" on the drop down menu, and click. StatSpec will automatically calculate the CPF on the statistical computation worksheet.
2. To return to the statistical data input sheet, click on the "View" option, then "Project Data" on the upper tool bar and highlight one of the three (3) options.
 - View – return to the statistical data input sheet.
 - Non-Spec Highlight – highlight all non-specification test results on the statistical data input sheet.
 - No Highlighting – removes non-specification highlighting on the statistical data input sheet.

D. Calculating the Price Adjustment

Click on the Calculate option on the upper tool bar. Click on Price Adjustment on the drop down menu.

1. If the "Level" and "Lift" cells on the input data sheet are not filled in, you will be prompted to choose information from a pop-up menu. (See page 1.)
2. You will be asked, "Is there a separate BI for the liquid asphalt?"
If Yes – go to prompt:
 - "All paid by test results" – The liquid asphalt pay quantity will be calculated and appear on the price adjustment computation sheet.
 - "Part paid by test results" – You will be prompted to enter the beginning and ending sublots that liquid asphalt should be paid by test results. Only the liquid asphalt pay quantity for the sublots input will be calculated and appear on the price adjustment computation.
 - "All paid by tank stickings" – No calculation will be made and it will be noted on the price adjustment computation sheet that tank stickings were used to pay the liquid asphalt.

If No – You will be prompted to enter the ACP bid price per Ton and you will not be asked to enter a price for liquid asphalt under step 3. Only the ACP bid price will be used on the price adjustment computation sheet.

3. You will be asked to enter the liquid asphalt bid price per Ton. This information is used to calculate the actual price per Ton of ACP.
4. You will be asked to enter the ACP bid price per Ton. This information is used to calculate the actual price per Ton of ACP.
5. You will be asked to enter the total Ton of ACP represented by this lot. If the Ton column on the input data sheet was used, the total Ton entered in that column will automatically appear in the box. If the column has not been used, the program will automatically multiply the number of sublots by 1000 Ton and that number will appear in the box. Verify the number shown or enter the total Ton quantity that the lot represents.

E. Saving the File

Go to the File option on the top tool bar and choose the "Save Project" option. Name your file. StatSpec assigns an .ss extension to the file name.

StatSpec data files that are saved in version 3.70 are not compatible with previous versions. StatSpec 3.70 will read data files saved with previous versions, but additional data will need to be added to the header information.

12C-4 ACP Smoothness Specification (Special Provision Section 00745.70)

A. Instructions for Calculating Price Adjustments

If the Contract includes Section 00745.70, calculate a price adjustment, as follows, for smoothness for the wearing surface course of paving only.

Use the appropriate electronic spreadsheet form to calculate the price adjustment specific for the maximum bonus specified in the Contract and for the proper type of mixture. Parts of the calculation processes are different between open graded and dense mixtures.

This document provides instructions for entries in the spreadsheet.

B. Open Graded Mixture

Refer to the spreadsheet for open graded mixture using the correct specified maximum bonus. The shaded cells require entry. The non-shaded cells contain formulas and are protected. Enter the following information:

Heading: Enter Project information in the heading area.

Cost per Foot: Use this portion of the spreadsheet to calculate the unit cost of the ACP mixture per foot of the width paved with or for the travel lane. Complete a separate spreadsheet for each width paved.

Paving Width (ft): The Contract specifies that ACP mixture placed in the travel lane, plus any additional width in the same "pull" (i.e., placed with the same paving machine at the same time the travel lane is paved), is eligible for smoothness price adjustment. A shoulder paved with a second paver as a "hot lap" is not considered to be in the travel lane "pull" since the shoulder was paved with a different machine.

When the paving width varies, calculate a weighted average paving width based on the typical sections and lengths shown in the Plans. Disregard guardrail flares or driveway approaches in the weighted average calculation as they are too small to affect the final average width. Split the length of taper sections so that half the section has the smaller width and half the larger. For example:

Station 33+50 to 35+50 = 15' wide

Station 35+65 to 37+65 = 200' length taper section,
15' wide to 18' wide

Station 37+65 to 40+65 = 18' wide

$$\text{Weighted Average Width} = \frac{[(200 \times 15) + (300 \times 18)]}{600} = 14'$$

Include all calculations of weighted average paving widths with the price adjustment.

Lift Thickness (in): Enter the thickness of the wearing course in inches.

JMF No.: Enter the Job Mix Formula (JMF) number.

Maximum Specific Gravity (Ton/yd³): Enter the maximum specific gravity, shown in the JMF, for the target asphalt content. If the asphalt content is adjusted from that on the original JMF during production, interpolate a new maximum specific gravity for the adjusted asphalt content from the information in the JMF, as shown in the following example:

Example: 5 Sublots at 2.452 12 Sublots at 2.460

$$\text{Weighted Average Gravity} = \frac{[5 \times (2.452) + 12 \times (2.460)]}{17} = 2.458$$

Include this calculation with the price adjustment.

Total Air Voids (%): Enter the total air voids, shown in the JMF, for the target asphalt content. If the asphalt content is adjusted from that on the original JMF during mixture production, interpolate a new total air voids for the adjusted asphalt content from the information in the JMF, similar to the above example for weighted average Maximum Specific Gravity.

Include this calculation with the price adjustment.

Mixture Bid Price per Ton: Enter the bid price for the open graded mixture.

Asphalt Bid Price per Ton: Enter the bid price for the asphalt cement used for the open graded mixture.

Percent Asphalt: Enter the asphalt content from the cell in the StatSpec adjustment worksheet labeled "ACP Mix Formula Cement %".

The spreadsheet will automatically enter the volume per foot of paving width, tons per foot of paving width, and the mixture cost per ton appropriate cells below.

Price Adjustment Calculation: Use this portion of the spreadsheet to enter the smoothness test data, measured and supplied by the Contractor, and to calculate the price adjustment for each segment. Each segment is normally 0.1 mile long. Partial segments less than 0.5 mile in length are combined with the immediately preceding full segment. Partial segments 0.5 mile in length or greater shall be analyzed separately. Segment lengths are addressed in Section 00745.73(d-2).

Dir/Lane: Enter the direction of travel (EB, WB, NB, SB, etc.) and lane (left, right, center, pass, etc.) applicable to the price adjustment calculation.

Begin: Enter the beginning station of each segment.

End: Enter the ending station of each segment. Also, enter each stationing equation that occurs in a segment. The spreadsheet will automatically calculate the segment length, with adjustment for any equation.

Count (in): Enter the count in inches for each segment. This is noted on most profilometers or profilograph printouts as "count" or "inches". This number is used to calculate the Profile Index.

Profile Index (in/mile): The spreadsheet will automatically calculate the Profile Index. Since most profilometer or profilograph printouts will also show the Profile Index, this is a good cross-check.

Cost (per foot of pull): The spreadsheet automatically enters this cost, based on the data entered above.

Corrective Action (Y/N): In addition to the Profile Index calculation for bonus/penalty, Section 00745.70 also requires evaluation of individual bumps, as defined in Section 00745.75(c). Ultimately, the RE must decide which individual bumps must be corrected. A segment is not eligible for bonus payment for smoothness if the Contractor performed corrective work (bump grinding) in that segment.

Enter "Y" if corrective work must be or is performed in a segment, and the program will automatically eliminate any bonus for that segment per Section 00745.96(b). If no corrective work is required or performed in a segment, leave the space blank and the program assumes an "N".

Include a document listing all individual deviations exceeding 0.36 inches, showing whether each deviation was corrected or not.

Contract Unit Price Adjustment: The program will calculate the price adjustment percentage based on the price adjustment table included in the Contract and in this spreadsheet.

Adjustment: This is the dollar value of the ACP Smoothness price adjustment (positive or negative) for each segment.

Date: Enter the date the testing was completed for that segment.

Enter the Sheet Total (either positive or negative) on the progress estimate to assess the ACP Smoothness price adjustment

C. Dense Graded or SMA Mixture

Refer to the spreadsheet for dense graded or SMA mixture using the correct specified maximum bonus. The shaded cells require manual entry. The non-shaded cells contain formulas and are protected.

Entries for this spreadsheet are identical to those for the spreadsheet for open graded mixture except for the following cells:

Last MAMD for Project (lb/ft³): This replaces the "Maximum Specific Gravity" field in the open graded spreadsheet. Enter the last MAMD for the dense graded mix on the Project.

Average Compaction for Project (%): This replaces the "Total Air Voids" field in the open graded Spreadsheet. Enter the average percent compaction for the wearing course. Use the mean value from StatSpec.

Enter the Sheet Total (either positive or negative) on the progress estimate to assess the ACP Smoothness price adjustment.

At the completion of the Project, all ACP Smoothness price adjustments must be listed on the Final Materials Certification, form 734-1979. [Refer to Chapter 12B – Quality and Chapter 37 – Submittal of Final Project Documentation.]



CHAPTER 12D

QUANTITIES

12D-1 Measurement

General measurement guidelines are defined in Subsection 00190.10. These include the guidelines for measuring Work or Materials on the unit basis, length basis, area basis, weight basis, volume basis, time basis and lump sum basis. Specific measurement requirements may be contained in the individual Measurement Subsection of the Standard Specifications or Special Provisions.

Check Contract Change Orders (CCOs), Addenda, Special Provisions, Project-specific drawings, Standard Drawings, and Standard Specifications to assure that the correct measurement is used for each item.

Guidelines for measurement are:

A. Area, Linear, and Volume

These measurements should normally be supplemented with a field sketch. Each document must be validated to show that the Work was performed. A validation statement, such as "measured", "re-measured", "installed", or "constructed", validates the source document in addition to a signature and date.

Measurement of certain Pay Items is limited to the Neat Lines shown in the Plans (e.g., 00557.80(b), Constructing Premixed Polymer Concrete Overlay). For these items a change order is required to modify dimensions. There is sometimes an allowance for changes as directed by the Engineer (e.g., 00759.80, volume and area basis).

For these items, unless there is an Agency-required change that modifies the dimensions of the Work, field measurements should not be used to calculate quantities for payment. If the Contractor is directed to perform Work beyond the Neat Lines (increasing or decreasing the dimensions of the Work), field measurements are required to support the quantities paid. When an Agency-required change modifies the dimensions of the Work, written direction from the Engineer, or an FIR that documents the Agency-required change, should be included with the source document.

B. Vehicle Measure

Document each haul vehicle volume with measurements of the hauling portion to support "water level" capacity. Be sure to use the proper mathematical procedure to calculate the volume. If there is doubt, the prismoidal formula works for all cases.

When each load is delivered, verify that the load quantity equals the calculated "water level" quantity. If it is less than the "water level" quantity, deduct the quantity less than "water level". If a load is over the "water level" quantity, make no adjustment for the extra Material. Clearly document this on the Material Delivery and Yield Check Sheet, form 734-2792. [See Section 12D-1(n)(4)(b).]

If the same number of loader buckets of a Material will be loaded into each haul vehicle, determine the average load volume instead of determining the measured capacity of each haul vehicle. Load the same number of full buckets, not leveled, onto a minimum of two (2) haul vehicles. Level, measure, and calculate the volume of each load. The average of the two (2) loads is the pay volume for all loads delivered and accepted.

Refer to the discussion of Weigh Memos and Scale Diary in Section 12D-1(n) for quantity requirements related to loads of material.

Remember that the Resident Engineer (RE) is responsible for measuring and determining quantity for all Pay Items. The Contractor is not allowed to document or establish pay quantities.

C. Weight/Volume Measurement Method Change

If the RE wishes to change the measurement from weight (Ton) to volume (cubic yards) or wishes to change any of the requirements of Subsection 00190.20, the RE must execute a CCO. The CCO shall include a credit to the Agency for the Contractor's cost savings related to not providing and operating the scales required by 00190.20.

Determine conversion factors prior to performing the work. Include conversion factor data for each Pay Item as part of the CCO, consisting of:

- For each type of Material, load a minimum of two (2) haul vehicles that can be readily measured.
- Determine the net weight (also gross and tare weights when appropriate) and the volume for each load.
- The average of the loads will establish the conversion factor.

D. Weighing

See the discussion on Weigh Memos and Scale Diary in Section 12D-1(n).

E. Lump Sum

At the pre-construction conference, the Contractor should submit a breakdown or schedule for lump sum payments. If the Contractor does not provide the breakdown, the RE will complete and share with the Contractor. See Section 12D-2(c) - Example #2, for a good example of a completed lump sum breakdown.

The RE must review the breakdown and make adjustments, if necessary, after discussion with the Contractor. Each progress payment for the lump sum item must relate to, and be substantiated by, the lump sum breakdown. If RE will be making partial payment on a LS pay item, a copy of the LS breakdown must be included with the first pay note. Also, refer to 00195.50.

F. Each

These items must be identified by station or location. Items that are installed in groups, such as plants and shrubs, are exceptions that may be listed in groups at general locations.

G. Temporary Striping, Temporary Tape (Removable, Non-Removable, Non-Reflective), Temporary Pavement Bars and Bar Removal

The bid prices for these items only apply to the bid quantity. Payment for quantities beyond the bid quantity will be made as specified under Subsection 00225.90. Address this prior to the quantity of Work performed reaches the bid quantity.


To continue paying at the bid price beyond the bid quantity, the RE must analyze the cost of the Work and justify that the bid price is no more than the cost to perform the Work. If the bid price is no more than the cost to perform the Work, the RE must include a cost analysis with the item documentation and include it with the Project documentation.

If the bid price is more than the cost to perform the Work, the RE must either negotiate a new price to be paid under a CCO or order the Work to be performed on an Order for Extra Work to Be Performed on Force Account Basis. When negotiating a CCO for this, remember that the value paid for the Work cannot exceed that calculated on a Force Account basis, as stated in Subsection 00195.20(b).

H. Flaggers, Pilot Cars, Traffic Control Supervisors (TCS), and Pedestrian Transport Vehicles (PTV)

Refer to the appropriate portions of Section 00223. For Flaggers and Pilot Cars, record these hours each day on a Flagger and Pilot Car Receipt, form 734-3955, or a similar format, that includes all required information including the location of the flagging station.

Standard Specification 00223.40 requires all flaggers to have completed an approved work zone traffic control flagging course within the past three years and have in their possession a current, official state Flagger Certification from Oregon, Washington, Idaho, or Montana.



**Oregon
Department
of Transportation**

**Flagger, Pilot Car, Ped Transport,
and AFAD Receipt**

RESIDENT ENGINEER (SECTION)		CONTRACT NO.	
CONTRACTOR OR SUBCONTRACTOR NAME		DATE OF WORK	
FLAGGING <input type="checkbox"/>	PILOT CAR <input type="checkbox"/>	AFAD <input type="checkbox"/>	PTV <input type="checkbox"/>
		SHIFT	

FLAGGING		WORK LOCATION	HOURS
START TIME	END TIME		

PILOT CAR		WORK LOCATION	HOURS
START TIME	END TIME		

AFAD		WORK LOCATION	HOURS
START TIME	END TIME		

PTV		WORK LOCATION	HOURS
START TIME	END TIME		

CONTRACTOR REPRESENTATIVE (SIGN)	
INSPECTOR (SIGN)	CERT. NO.

734-3955 (5/00)
SIC 203250

To document payment to the Contractor, the RE will need form 734-3955. The Contractor should also have in their possession proof of Flagger Certification for each flagger who performs work on the Project. Inspectors will randomly check Flagger Certification numbers and note this on the Flagger and Pilot Car Receipt and/or General Daily Progress Report form 734-3474. (Recommend keeping all flagging documentation together for auditing purposes.)

The Contractor's representative must also sign to show agreement.

This form is only available in hard-copy and is a three-part form; one copy is given to the Contractor each day Flagger or Pilot Car Work is performed, the second copy is the pay document for this Work, and the third copy is retained by the Inspector.

Refer to the appropriate portions of Section 00223. For PTVs, record these hours each day on a Flagger and Pilot Car Receipt, form 734-3955, or a similar format, that includes all required information including the location of the PTV. The Traffic Control Inspection Report (TCIR) will be the method for documenting TCS Work on the project.

The bid prices for these items only apply to the bid quantity. Payment for quantities beyond the bid quantity will be made as specified in 00223.90. Address this prior to the quantity of Work performed reaches the bid quantity.

To continue paying at the bid price beyond the bid quantity, the RE must analyze the cost of the Work and justify that the bid price is no more than the cost to perform the Work. If the bid price is no more than the cost to perform the Work, the RE must include a cost analysis with the item documentation and include it with the Project documentation.

If the bid price is more than the cost to perform the Work, the RE must either negotiate a new price to be paid under a CCO or order the Work to be performed on an Order for Extra Work to Be Performed on Force Account Basis. When negotiating a CCO for this, remember that the value paid for the Work cannot exceed that calculated on a force account basis, as stated in Section 00195.20(b).

I. Temporary Sign Quantities

Temporary signs will be measured on the area basis when the signs are delivered to the project. The quantities will be limited to those in the approved Traffic Control Plan (TCP) including speed zone signage. (See Subsection 00222.90.) The cost of installing the signs is included in the Temporary Protection & Direction of Traffic Pay Item.

In summary, ODOT will pay at least for the total quantity of signs shown on the approved TCP, at the bid price, whether or not all of the signs are actually installed.

J. Earthwork

If the Digital Terrain Model (DTM) is not used to calculate earthwork quantities, field measurements generally consist of field cross sections notes that show both the original ground and the as constructed ground cross section for each section staked. The RE must assure that the survey methods, formulas, and methods of calculation are all appropriate and correctly done. The RE should perform a validation to assure that the quantities are correct and complete.

If DTM or other electronic methods are used, compare the quantity to the Bid quantity and resolve significant differences. The RE will evaluate the grade and provide acceptance or rejection before the end of the first business day following receipt of the grade verification point (GVP) data from the Contractor or as otherwise agreed to accommodate construction staging. The RE will evaluate the grade using any industry-standard technique or the method described in this section. Also, perform a validation of the quantity, which may include the following:

- Review the grade verification report to confirm that the frequency of grade verification points meets the minimum requirements contained in Chapter 8 of the [Construction Surveying Manual for Contractors](#) and that there are no large voids in the coverage of the GVPs.
- Review the grade verification report to verify that the constructed grade is within the specified tolerances. At least 95% of the grade verification points should fall within the specified construction tolerance. All of the points should fall within two times the specified tolerance. For GVPs outside of the specified tolerances:
 - » Consider size and type of material used for constructing the grade

- » Rock slope excavations and stone embankments require discretion from the RE to determine grade acceptability. The RE may disregard failing rock slope GVPs and accept the rock slopes using other industry standard practices
- » Evaluate single GVPs that exceed two times the specified tolerances
- » Evaluate groups of GVPs that indicate an area may be out of tolerance
- » Require corrective work in areas that the RE determines are not acceptable
- Provide written verification to the Contractor in the form of an email, a note on the grade verification report, or other method indicating that the RE or designee has reviewed the GVPs and taken appropriate action.

In addition to validating the grade verification reports provided by the contractor, the RE must perform independent grade verification. Resident Engineers can perform grade verification by periodically collecting independent "quality assurance" GVPs to verify the constructed grade. QA GVPs should be collected according to Section 8.2 of the [Construction Surveying Manual for Contractors](#) or other approved methods. Other approved methods may include using survey-grade GPS, or level loops. If discrepancies are encountered, further investigation may be required using total stations or other high precision methods.

The intent of the QA GVPs is to verify approximately 5-10% of the constructed grade.

Include the written verification and the QA GVP data in the quantity documentation for the applicable Pay Items.

Contact the Contract Administration Unit (CAU), or Geometronics, for additional information or guidance.

K. Watering

When watering is included as a Pay Item in the Contract, the Agency must:

- Pay for watering that is done as directed or ordered, and
- Not pay for watering that is done for the Contractor's convenience or that is performed and paid under other Pay Items.

Assure that the volume of each haul vehicle is properly determined, unless measurement will be by an approved meter. This can be done either by truck weight or volume measurement. The vehicle measurement must be included with the source document for watering to validate the quantities being paid.

The source document for watering work is a Sprinkling Tally Sheet, form 734-3427 or a similar record that includes similar information. If the Contractor enters the information on the source document, assure that:

- Payment is only made for watering done as directed or ordered.
- Payment is not made for watering done for the Contractor's convenience or for Work paid under another Pay Item.

The Inspector performs the required validation (as noted above) to ensure the pay volumes on the record are appropriate.

The bid price for this work only applies up to 125% of the bid quantity. Payment for quantities beyond that quantity will be made as specified under Section 00340.91. Address this prior to the quantity of Work performed reaches the bid quantity.

To continue paying at the bid price beyond 125% of the bid quantity, the RE must analyze the cost of the Work and justify that the bid price is no more than the cost to perform the Work. If the bid price is no more than the cost to perform the Work, the RE must include a cost analysis with the item documentation and include it with the Project documentation.


If the bid price is more than the cost to perform the Work, the RE must either negotiate a new price to be paid under a CCO or order the Work to be performed on an Order for Extra Work to Be Performed on Force Account Basis. When negotiating a CCO for this, remember that the value paid for the Work cannot exceed that calculated on a Force Account basis, as stated in Subsection 00195.20(b).

L. Piling

The source document for piling work is a Pile Record Book, form 734-3485, or a similar format that includes all needed information. Refer to the Contract to determine the information that must be recorded by the Inspector for each pile installed on the Project.

DAILY ASPHALT CEMENT REPORT

E English (E) or Metric (M)

PROJECT NAME (SECTION) US101: SE 32nd Street - SE 35th Street						CONTRACT NUMBER 15217	
CONTRACTOR Road & Driveway CO				PROJECT MANAGER Steve Schultz		REPORT NUMBER 8	
				SUPPLIER Albina		DATE 9/3/2021	
ASPHALT INVENTORY METHOD						SMALL QUANTITY METHOD	
PREVIOUS ENDING TANK STICK LINE 8 FROM PREVIOUS REPORT 1 47.12						ASPHALT TARGET % FROM JOB MIX FORMULA C	
DELIVERIES BEFORE BEGINNING TANK STICK						Tons MIX THIS DATE X $\frac{C}{100} =$ ASPHALT CEMENT INCORPORATED 10	
INVOICE NO.	Tons	INVOICE NO.	Tons	INVOICE NO.	Tons		
TOTAL DELIVERIES 2						BATCH MASS METHOD	
DEDUCTIONS BEFORE BEGINNING INVENTORY EXPLAIN BELOW OR ON ATTACHMENT						BATCH TICKET NO.	
EXPLANATION						ASPHALT CEMENT INCORPORATED 11	
BEGINNING INVENTORY 1 + 2 - 3 (ANY DIFFERENCES WITH LINE 5 OTHER THAN MINOR MEASURING DIFFERENCES, MUST BE RESOLVED)						ASPHALT CEMENT SUMMARY	
BEGINNING TANK STICK 4 47.12						ASPHALT CEMENT IN MIX B.I. NO. 600	
TANK NO.	TEMP	TANK STICK	VOLUME IN TANK X	TEMP CORR. FACTOR X	SPECIFIC GRAVITY	PREVIOUS REPORT LINE 14 12 205.7	
1	300	17'	11947	0.9187	1.030	THIS REPORT LINE 9, 10, OR 11 13 14.88	
2						ASPHALT CEMENT IN MIXTURE TO DATE 12 + 13 14 220.58	
3							
BEGINNING TANK STICK TOTAL 5 47.12						ASPHALT MIXTURE SUMMARY	
DELIVERIES AFTER BEGINNING INVENTORY						CLASS B.I. NO.	
INVOICE NO.	Tons	INVOICE NO.	Tons	INVOICE NO.	Tons	Level 3 1/2" HMAC HMAC 590	
						PREVIOUS REPORT LINE 17 15 4681.78	
						MATERIAL RECEIPT TOTAL FOR THIS DATE 16 330.39	
TOTAL DELIVERIES 6						ASPHALT MIXTURE TO DATE 15+16 17 5012.17	
DEDUCTIONS AFTER BEGINNING INVENTORY (TACK WASTE, REJECT, SOLD TO OTHERS ETC.) EXPLAIN BELOW OR ON ATTACHMENT						CLASS B.I. NO.	
ENDING TANK STICK						HMAC	
TANK NO.	TEMP	TANK STICK	VOLUME IN TANK X	TEMP CORR. FACTOR X	SPECIFIC GRAVITY	PREVIOUS REPORT LINE 20 18	
1	300	11' 1/2"	7743	0.9187	1.030	MATERIAL RECEIPT TOTAL FOR THIS DATE 19	
2						ASPHALT MIXTURE TO DATE 18+19 20	
3							
ENDING TANK STICK TOTAL 8 30.54							
ASPHALT CEMENT LINES 4 or 5 + 6 - 7 - 8 9 14.88							
WASTE DEDUCTION CALCULATION From Form 2401						Remarks	
TOTAL MIX NOT ACCEPTED Line "e" e 37.66							
DAILY AVERAGE MIX MOISTURE Line "g" g 0.12							
TOTAL DRY MIX NOT ACCEPTED $e / (1 + (g/100))$ TD 37.61							
BY TANK % Pb HMAC Line "Z" Z 4.51							
WASTE ASPHALT for line 7 deductions (TDxZ)/100 7 1.70							
CERTIFIED TECHNICIAN (PLEASE PRINT) AND CARD NUMBER Bill Whetzell 44300						COMPANY NAME Road & Driveway Co	
						SIGNATURE 	
						DATE 9/3/2021	

M. Asphalt Cement in Asphalt Concrete Mixture

When asphalt cement is paid separately from the asphalt concrete mixture, the RE must calculate the quantity of asphalt cement to be paid. Use one of the following methods to determine the pay quantity for the asphalt cement in the mixture:

1. Asphalt Inventory Method

- Refer to the ODOT Manual of Field Test Procedures for instructions on this method.
- Use the Asphalt Inventory Method to compare the asphalt cement quantity determined by tank sticking with the quantity supported by delivery invoices. This method is

generally used when all plant production is dedicated to the Project, or a supplier has set aside a storage tank to be used exclusively for the Project. There can be numerous problems with this method when using commercial plants that furnish asphalt cement mixture to both ODOT and other Projects.

- Record tank measurement and delivery invoice quantities on the Daily Asphalt Cement Report, form 734-2043 (see example). Weigh and deduct all asphalt cement used for tack or other uses. Also deduct the weight of the asphalt cement in rejected mixture, waste, or Material not incorporated into the Project.

Storage tanks should be level and free of buildups in order to obtain accurate measurements. Check the tank manufacturer's volume conversion charts for accuracy. One method to do that is to compare the invoice quantity to the quantity determined from tank stickings taken before and after delivery.

Check weigh the delivery vehicles occasionally by weighing the delivery vehicle before and after delivery and comparing the delivered quantity to the invoice. Resolve any differences greater than allowed by 00190.10(d)(2). Also refer to the discussion of Check Weighing in Section 12D-1 (n-2).

2. Testing Method

Use this method when the inventory method is inappropriate because asphalt mixture is also supplied to others or the mixture contains recycled asphalt pavement (RAP). The following test method is specified for this purpose:

Asphalt Content by Ignition Method (Calibration according to ODOT TM 323 and test according to AASHTO T 308 Method A or Method B, Refer to the Manual of Field Test Procedures for the actual test procedure.

Enter the asphalt content test result percentages into the Statistical Testing Input Data sheet in the StatSpec program. The program uses the asphalt and moisture content means that appear on the bottom of the Price Adjustment Computation sheet to calculate the asphalt cement pay quantity. [Refer Chapter 12C – Quality Price Adjustments.]

3. Small Quantity Method

When small quantities of mixture are accepted without testing, calculate the quantity of asphalt cement in the mixture by using asphalt cement percentages from one of the following:

- Job Mix Formula
- Batch Weights
- Average as determined from the asphalt inventory or StatSpec

Calculate and document quantities on the Daily Asphalt Cement Report, form 734-2043, under "Small Quantity". Refer to the ODOT Manual of Field Test Procedures for instructions on this calculation.

It is very important to note that, no matter which method is used to determine the asphalt cement quantities, the quantities must be calculated daily during production and paid for on the progress estimate for that month. Some Contracts contain an asphalt escalation/de-escalation Specification (Subsection 00195.10) which requires the Agency to make an adjustment in payment when the price of asphalt fluctuates significantly. [Refer to Chapter 12E – Adjustments to Lump Sum and Other Items, Section 12E-2.]

If you have questions about measurement of any item, contact your Region Assurance Specialist (RAS) or the CAU.

N. Weigh Memos and Scale Diary

Also refer to above discussion on Vehicle Measure. [See 12D-1(B).]

When the Contractor provides and uses scales for measuring pay quantities, the scales must meet the requirements of Subsection 00190.20.

Subsection 00190.20(d) requires that scales be inspected and tested at various times, by the Department of Agriculture or other appropriate regulatory agency. The RE may request additional inspections if there is any reason to believe that the scales may not be functioning properly. This work determines the weight for pay purposes.

1. Scale Diary

For all Projects that have Material paid on the weight basis, the RE must prepare a scale diary and submit it with the Project quantity documentation.

Record the following information in or attached to the scale diary:

- Appropriate dates and signatures of persons making entries.
- For both Project and check weighing scales, include scale location and owner, manufacturer, serial number, type of scale, and maximum capacity.
- Scale inspection reports furnished by the Department of Agriculture or a scale service company. See Subsection 00190.20(d) for frequency of inspection.
- Results of inspections directed by the RE.
- Corrective measures taken when an inspection or check weight indicates that the scale is not operating within tolerances.
- Dates, hours at the scale, and names of Agency-provided weighers and weigh witnesses.
- Dates and times that the Agency, the Contractor, or others were notified of problems that could cause inaccurate weights and action taken.
- Tare weights of haul vehicles and time that the weights were obtained. This information is not needed in the diary if tares are obtained for every load. The tare weight information is recorded on the Tare Sheet, form 734-2394, or alternate form approved by the RE.
- Check weighing required by Subsection 00190.20(f), including a comparison with the appropriate weigh memo.
- Check weighing of bulk Materials shipped to the Project, such as asphalt cement, lime, or Portland cement.

2. Check Weighing

Perform check weighing as required, and at the frequency specified, in Subsection 00190.20(f). Record the results of the check weighing and the comparison in the scale diary, as indicated in the example below:

CHECK WEIGHING EXAMPLE

	<u>Project or Contractor Scale</u>	<u>Check Scale</u>
Gross Weight:	39.69 Tons	39.74 Tons
	$\frac{(39.69) - (39.74) \times 100}{39.69} = 0.1 \text{ percent difference}$	

If observation, the check weighing, or other concern indicates that the scales are not operating within the tolerances specified in Subsection 00190.20(f), the RE must:

- Immediately order the scale operation to be corrected, and
- Determine which weigh memos were impacted by the incorrect scale operation and resolve that information.

3. Weigh Memos

The weigh technician will issue a Weigh Memo for each load of Material shipped or delivered to the Project. The weigher may use an ODOT Weigh Memo - Material Receipt, form 734-3082, (Weigh Memo) or may use the Contractor or Supplier-provided format used as a Weigh Memo. The weigh memo furnished must include the information referenced in 00190.20(f)(3).



TARE SHEET

PROJECT NAME (SECTION) I-205 Exit Ramps At SE Division St	CONTRACT NO. 15250
MATERIAL 3/4" Minus	SOURCE 124th
PREPARED BY Daley McKay	DATE 7/23/2021
PLANT 124th	

[illegible]

Signature

4. Receipt of Material on the Project

Each load of Material delivered to the Project Site must be documented and verified by the Agency's Materials Receiver (not Contractor personnel).

The RE shall document two independent reviews of the daily material totals that reconcile, regardless of which collection method chosen:

Collecting Weigh Memos from Haul Vehicles

On small projects, or projects with few, intermittent loads of Materials being delivered, the field conditions may be safe enough to allow the Agency's Materials Receiver to collect the Weigh Memos directly from the haul vehicles. In these instances, the Materials Receiver will:

Collect the Weigh Memo directly from the haul vehicles as the Materials are delivered to the Project Site. Record the following information on each Weigh Memo:

- Location of delivered Material (station, mile point, etc.)
- Haul truck information (truck number), if not already noted on Weigh Memo
- Time Material was delivered
- Signature and date of Materials Receiver
- Perform yield calculations at least once per day when more than 10 trucks of ACP are placed. (See theoretical yield calculation on next page.)
- If the load of Materials or any portion of the load of Materials is rejected at the Project Site, write "REJECTED" on the Weigh Memo.

At the end of the shift, the Materials Receiver will gather all Tare Sheets for the Materials placed that date from the weigh scales and will then perform the final pay quantity calculation by running two (2) adding machine tapes or alternate computer-generated source summation documents totaling up all Weigh Memos. [See 12D-3(A).]

- If the total on the second quantity summation matches the total on the first summation, the person performing the calculation will sign and date one of the adding machine tapes or approved computer-generated source documents. Include both the Project and Pay Item identification on the submittal as well.

- If the total on the second quantity summation **does not** match the total on the first, an additional summation must be run. There must be two (2) totals that match before the final pay quantities can be verified.

The Weigh Memos and signed and dated quantity tabulations are bound together and submitted for checking by a second person before payment is made for the Materials.

Weigh Memos NOT Collected From Haul Vehicles

If the RE determines that field conditions are not safe enough for the Weigh Memos to be collected directly from the haul vehicles, the Materials Receiver will:

Record the required information for each load of Material delivered on the Material Delivery and Yield Check Sheet, form 734-2792.

- If any Material is rejected on the Project Site, write "REJECTED" and an estimated quantity in the remarks section on form 734-2792.

The Materials Receiver will perform theoretical yield calculations at least once per day when more than 10 trucks of ACP are placed and record the required information on the Material Delivery and Yield Check Sheet, form 734-2792.

- The actual tonnage placed should be within 10% of the calculated yield. If it is not, verify the measurements and recalculate the yield.
- After verifying the measurable values for the yield calculations, if the calculated yield and actual yield difference cannot be resolved, an explanation is needed in the remarks area of the form.
- If there are another 10 loads of ACP being placed, perform another yield calculation to verify the results are within the 10% tolerance.
- If the results are still out of tolerance, check with the density technician to verify if there are problems with the MAMD.

The Materials Receiver will periodically (daily, or several times per day) gather the Weigh Memos from the weigh scale and compare the information on the Weigh Memos to the information recorded on the Material Delivery and Yield Check Sheet. Any discrepancies in the information should be discussed with the Contractor's representative and resolved immediately.

At the end of the shift, the Materials Receiver will gather all the Weigh Memos and associated Tare Sheets for the Materials placed that date from the weigh scales.

Using the information recorded on the Weigh Memos, the Materials Receiver will record the quantities for each corresponding load of Materials on the Material Delivery and Yield Check Sheet, calculate the total Materials placed that date, and sign and date the form.

The Materials Receiver will perform the final pay quantity calculation by running an adding machine tape or approved computer-generated source document totaling up all Weigh Memos.

- If the total on the quantity summation matches the total on the Material Delivery and Yield Check Sheet, the person performing the calculation will sign and date the adding machine tape or approved computer-generated source document.
- If the total on the quantity summation **does not** match the total on form 734-2792, a second summation must be run. There must be two (2) totals that match before the final pay quantities can be verified.

The Material Delivery and Yield Check Sheet, signed and dated quantity tabulations, and all Weigh Memos are bound together and submitted for checking by a second person before payment is made for the Materials.

SAFETY: If the Materials Receiver must work in the construction area, they will be exposed to vehicle traffic and construction operations. If the RE determines that field conditions **are not** safe enough for the Materials Receiver to be on-site to verify Materials delivery, the RE should contact the CAU or the Contract Administration Engineer (CAE) for guidance on alternative methods for Materials verification.

If the RE determines that field conditions are safe enough for the Materials Receiver to be on-site to verify Materials delivery, follow these safety tips:

- **Never** walk behind any Equipment or haul vehicles.
- **Always** be aware of Equipment, haul vehicles, or traffic. At all possible times face Equipment, haul vehicles, and traffic. Walk in front of haul vehicles or Equipment where the driver or operator can see you and make eye contact. Maintain eye contact until you are in a safe area.
- **Always use common sense.**

12D-2 Quantity Documentation

The written evidence to support progress payments, and eventually final payment, consists of “source documents” with appropriate signed and dated calculation sheets showing the quantities of Work completed or accepted. For progress payments on lump sum items, a signed and dated source document must verify the amount of Work completed and correspond to an appropriate lump sum breakdown, or schedule, approved by the Resident Engineer (RE) and generally submitted by the Contractor.

A. Source Documents

Source documents must be prepared in a clear manner such that a person who has never been on the Project and knows nothing about the Work should be able to follow what is being paid for and why.

“Source documents” are the field notes, calculations, receipts, invoices, and reports used to determine project pay quantities. Acceptable source documents generally do not exceed a single pay period and shall include the following:

1. **Project Identification** – There must be sufficient identification on each document to clearly identify on which Project the Work was done. If the document is large enough, both the Project name and Contract number should appear on each document, including those documents prepared by the Contractor, Supplier, or manufacturer.
2. **Pay Item Identification** – Project Pay Item number(s) and, if appropriate, the item name. The source document must also indicate the proper Participation Indicator (sub-job) to which the Work is to be charged if more than one Participation Indicator could be used for that Pay Item.
3. **Validation** – Verifying statement that the item was actually installed, performed, re-measured, furnished, completed, received, or accepted.
4. **Specific Location of Installation** – Project station(s) and, when appropriate to clarify or explain measurements, a sketch of the installation to show measurements or as-constructed details. Include additional information, such as Bridge number or stream, intersection, street, or road names (if applicable).
5. **Date(s)** – Date(s) the source document was prepared, validated, checked, and, (when appropriate) the date(s) of the Work.
6. **Signatures** – Signatures for each person that prepared, validated, and checked the document. If the checker finds an error in the original information, the checker should have the orig-

inal preparer review and confirm the correction. A signature is a person's name written the way that they normally write it. Initials are not acceptable unless the person's signature also appears on or is attached to the document. Source documents shall show the signature of the person making the entries and the names of other members of the crew involved in obtaining the information on the note. Payments should not be posted until the document has been checked by a second person.

Prepare the source document at the time and place of delivery, performance, installation, or measurement of the Pay Item. Line out, rather than erase, incorrect entries on a source document. Validate alteration of data by date and signature. If one person makes all of the changes and the affected documents are bound, a single validation statement is sufficient.

B. Computer-Generated Source Documents

In order to allow the use of computers by field personnel, the following guidelines also apply to computer-generated source documents:

- A source document for a unit price Pay Item normally covers one pay period.
- Calculation methods and input must be checked.
- Formula(s) for calculations must be included and shown on the final quantity source document.
- Summary sheets do not replace final quantity source documents.

C. Record Keeping

Record keeping is extremely important for payment purposes. Accurate records are required to assure proper progress and final payments. The RE must assure that the procedures include the following activities:

- Review Plan quantities to verify their accuracy.
- Establish quantity documentation methods for progress and final payments.
- Organize a user-friendly system for records.
- Use proper validation of source documents.
- Use accurate, easy to follow measurement and calculation methods.
- Assure that each pay quantity is properly charged to the right Participation Indicator (sub-job).
- Have a second person check all formulas and calculations.

- Prepare a summary sheet of pay quantities.
- Assemble documents for final records submittal.

It is important to remember that Section 00190.00 of the Contract specifically states that the Engineer will measure or determine all pay quantities unless otherwise specified. The RE is responsible for measurement and quantity determinations for all Pay Items.

Contractors and Subcontractors are not allowed to document or establish pay quantities. The RE may use some information that is developed by the Contractor or Subcontractor to determine pay quantities, but must perform some sort of validation of the Contractor or Subcontractor's information. For example:

- Although the Contractor is allowed to complete a Sprinkling Tally Sheet, form 734-3427 or a similar format, the Inspector must validate the quantity used. [See Section 12D-1(k).]
- Section 12D-1(n) on Weigh Memos and Scale Diary addresses Materials weighed on Contractor-provided scales.
- If the RE uses information prepared by the Contractor's surveyor to calculate pay quantities, the RE must perform a validation of the surveyor's information. [See Section 12D-1(j).]

Each Pay Item must have documentation to support each monthly payment. It is reasonable to expect a reviewer to request documentation for a payment made the previous month or many months before. Do not make any payment without the proper quantity calculations and required quality documents.

Organize the documentation for easy review. Submit as discussed in Chapter 37 - Submittal of Final Project Documentation.

For reference, following are some examples of Source Documents ("paynotes") prepared using the ODOT Paynote, form 734-2605.

Example 1

Source Document ("paynote") and Lump Sum (LS) Schedule of Values or Lump Sum ("breakdown"). This breakdown is used to establish the monthly progress payments for the lump sum Pay Items. If this information is not provided by the Contractor, the RE should establish the values (see 00195.50) prior to any lump sum payments being made.

Example 1

Pay Note (Project Work Record)							
Project Information							
US97 at Wickiup Jct. (LaPine) Phase 2	CON04539	011	01	01	C15390		
Project Name	EA	Subjob	Estimate	Pay Note	Contract		
Temporary Protection & Direction of Traffic	BI0020	William Martin	Nathan Boechler				
Item Description	Bid/Pay Item	Resident Engineer	Prepared by				
Method of Quality Assurance							
Quality Documentation*		F - Field Inspection Report (FIR)			QPL		
<input type="checkbox"/> E	<input type="checkbox"/> Q	New*	Previous	Estimate	Pay Note	Link (opt.)	<input checked="" type="checkbox"/> No QPL
<input type="checkbox"/> L (Report #)	<input type="checkbox"/> BG	<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/> QPL - Approved
<input type="checkbox"/> I (Report #)	<input type="checkbox"/> R	<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/> QPL - Qualified
<input type="checkbox"/> W	<input type="checkbox"/> P/R	<input type="checkbox"/>	<input type="checkbox"/>				QPL #
<input type="checkbox"/> P	<input type="checkbox"/> Q	<input type="checkbox"/>	<input type="checkbox"/>				QPL #
<input type="checkbox"/> M	<input type="checkbox"/> T	<input type="checkbox"/>	<input type="checkbox"/>				QPL #
<input type="checkbox"/> Small Quantity	<input type="checkbox"/> Field Tested Material	<input type="checkbox"/>	<input type="checkbox"/>				QPL #
*Click on letters for definitions.		*Enter on New Field Inspection Information page below.					Future QPL #
Quantity Data							
0.000	LS	<input type="checkbox"/> Remeasurement		20220815			
Previous Quantity	Unit	<input type="checkbox"/> Measured in Place Method		Installation Date			
10.000 (+ or -)		<input checked="" type="checkbox"/> Partial Payment		Item Completion Date			
10.000		<input type="checkbox"/> Material on Hand (see Material on Hand page below)					
Total Quantity to Date							
Calculations and/or Remarks							
Per Lump Sum Breakdown, pay 10% of the Temporary Protection and Direction of Traffic bid item for the month of August.							
Pay 10% of the Lump Sum Amount on this note per Section 00221.90(b).							
Nathan Boechler							
<input type="checkbox"/> No Quality Documentation Required							
<input type="checkbox"/> Photos Attached							
<input type="checkbox"/> Illustration Attached							
Reviewed by							
Quality Checked by	Date	Quantity Checked by	Date				



3361 SW Black Butte, Redmond OR, 97756 | PH (541) 699-6735 | Fax: (541) 526-5790

Lumpsum Breakdown

US97 at Wickiup Junction Phase 2

0010	Mobilization	Per specifications
0020	TPDPT	10% initial - Prorated at 30% per month
0090	Erosion Control	Per specifications
0110	Pollution control plan	Per specifications
0120	Construction survey work	20% initial office - Prorated at 27% per month
0130	Removal of structures and obstructions	50% BOP items 50% EOP items
0140	Clearing and Grubbing	Prorated per acre cleared

Example 2

Source Document ("paynote") for a completed lump sum bid item. This payment is made using the lump sum breakdown schedule required by the Contract (00210.90).


Example 2

Pay Note (Project Work Record)							
Project Information							
OR99-I-5 Emergency Water Quality Facility Repair	CON04566	011	01	01	15406		
Project Name	EA	Subject	Estimate	Pay Note	Contract		
MOBILIZATION	0010	Tim Fletcher	Patrick Renfrew				
Item Description	Bid/Pay Item	Resident Engineer	Prepared by				
Method of Quality Assurance							
Quality Documentation*		F - Field Inspection Report (FIR) Tracking			QPL		
<input type="checkbox"/> E	<input type="checkbox"/> O	New*	Previous	Estimate	Pay Note	Link (opt.)	<input checked="" type="checkbox"/> No QPL
<input type="checkbox"/> L (Report #) _____	<input type="checkbox"/> BG	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	<input type="checkbox"/> QPL - Approved
<input type="checkbox"/> I (Report #) _____	<input type="checkbox"/> R	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	<input type="checkbox"/> QPL - Qualified
<input type="checkbox"/> W	<input type="checkbox"/> P/R	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	QPL # _____
<input type="checkbox"/> P	<input type="checkbox"/> Q	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	QPL # _____
<input type="checkbox"/> M	<input type="checkbox"/> T	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	QPL # _____
<input type="checkbox"/> Small Quantity	<input type="checkbox"/> Field Tested Material	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	QPL # _____
*Click on letters for definitions.		*This box is not the FIR - New Field Inspection page(s) must be completed!				Future QPL # _____	
Quantity Data							
0.000	LS	<input type="checkbox"/> Remeasurement		20221031			
Previous Quantity	Unit	<input type="checkbox"/> Measured in Place Method		Installation Date			
100.000 (+ or -)		<input type="checkbox"/> Partial Payment		20221031			
Quantity This Note		<input checked="" type="checkbox"/> Material on Hand (see Material on Hand page below)		Item Completion Date			
100.000							
Total Quantity to Date							
Calculations and/or Remarks							
AS per Standard Specification 00210.90 pay 100% of amount for mobilization when 10% of contract is earned.							
<input type="checkbox"/> No Quality Documentation Required							
<input type="checkbox"/> Photos Attached							
<input type="checkbox"/> Illustration Attached							
Reviewed by							
Quality Checked by	Date	Quantity Checked by	Date				

Examples 3 through 7

These are Source Documents ("paynote") illustrating different methods of calculating Materials installed.

Example 3



Pay Note
(Project Work Record)

Project Information

US20: Tumalo - Cooley Rd. (Bend) Sec.

CON04569

011

02

01

C15407

Project Name

EA

Subjob

Estimate

Pay Note

Contract

General Excavation

Q480

William Martin

Haydon Gillies

Item Description

Bid/Pay Item

Resident Engineer

Prepared by

Method of Quality Assurance

Quality Documentation*

☐ IE
 ☐ Q

☐ L (Report #)
 ☐ BG

☐ I (Report #)
 ☐ R

☐ W
 ☐ P/R

☐ P
 ☐ Q

☐ M
 ☐ T

☐ Small Quantity
 ☐ Field Tested Material

F - Field Inspection Report (FIR)

New*	Previous	Estimate	Pay Note	Link (opt.)
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			

QPL

☒ No QPL
 ☐ QPL - Approved
 ☐ QPL - Qualified

QPL # _____
 QPL # _____
 QPL # _____
 QPL # _____
 Future QPL # _____

*Click on letters for definitions.

*Enter on New Field Inspection Information page below.

Quantity Data

0.000

CUYD

Previous Quantity

Unit

4867.900 (+ or -)

Quantity This Note

4867.900

Total Quantity to Date

☐ Remeasurement
 ☒ Measured in Place Method
 ☐ Partial Payment
 ☐ Material on Hand (see Material on Hand page below)

11/1/2022

Installation Date

Item Completion Date

Calculations and/or Remarks

Contractor performed 4,867.9 CUYD of General Excavation per Section 00330.41 in the month of November.


Excavation measured per Section 00330.81.

Contractor used two side-dump trucks (35'x4'x5' = 700cuft/27 = 25.9cuyd per truck)

Contractor hauled 181 loads in November.

181 x 25.9cuyd = 4,867.9cuyd

Pay 4,867.9 CUYD of General Excavation per Section 00330.93(d).



☐ No Quality Documentation Required
 ☐ Photos Attached
 ☐ Illustration Attached

Reviewed by

Quality Checked by

Date


Quantity Checked by

Date

734-2605 (Revised August 3, 2021)

23

Example 4



Pay Note (Project Work Record)

Project Information

OR126 Florence - Eugene Shoulder Widening Section	CON04342	000	08	01	C15222
<small>Project Name</small>	<small>EA</small>	<small>Subjob</small>	<small>Estimate No.</small>	<small>Pay Note No.</small>	<small>Contract No.</small>
Permanent Seeding, Mix No. 2	0690	Shane Prohaska	David Butler		
<small>Item Description</small>	<small>Bid/Pay Item No.</small>	<small>Resident Engineer</small>	<small>Prepared by</small>		

Method of Quality Assurance

☐ No Quality Documentation Required

Supporting Documents Provided as Part of Pay Note (Click on letters for definition)	F - Field Inspection Report (FIR)	QPL																																			
<input type="checkbox"/> E <input type="checkbox"/> O <input type="checkbox"/> L (Number) _____ <input type="checkbox"/> BG <input type="checkbox"/> I (Number) _____ <input checked="" type="checkbox"/> R <input type="checkbox"/> W <input type="checkbox"/> P/R <input type="checkbox"/> P <input checked="" type="checkbox"/> Q <input type="checkbox"/> M <input checked="" type="checkbox"/> T <input type="checkbox"/> Small Quantity	<table border="0" style="width: 100%;"> <tr> <th style="width: 5%;">New*</th> <th style="width: 5%;">Previously Submitted</th> <th style="width: 20%;">Estimate No.</th> <th style="width: 20%;">Pay Note No.</th> <th style="width: 50%;">Link</th> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">008</td> <td style="text-align: center;">001</td> <td></td> </tr> <tr><td style="text-align: center;"><input type="checkbox"/></td><td style="text-align: center;"><input type="checkbox"/></td><td></td><td></td><td></td></tr> <tr><td style="text-align: center;"><input type="checkbox"/></td><td style="text-align: center;"><input type="checkbox"/></td><td></td><td></td><td></td></tr> <tr><td style="text-align: center;"><input type="checkbox"/></td><td style="text-align: center;"><input type="checkbox"/></td><td></td><td></td><td></td></tr> <tr><td style="text-align: center;"><input type="checkbox"/></td><td style="text-align: center;"><input type="checkbox"/></td><td></td><td></td><td></td></tr> <tr><td style="text-align: center;"><input type="checkbox"/></td><td style="text-align: center;"><input type="checkbox"/></td><td></td><td></td><td></td></tr> </table>	New*	Previously Submitted	Estimate No.	Pay Note No.	Link	<input checked="" type="checkbox"/>	<input type="checkbox"/>	008	001		<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/> No QPL <input checked="" type="checkbox"/> QPL - Approved <input type="checkbox"/> QPL - Qualified QPL No. 4897 QPL No. _____ QPL No. _____ QPL No. _____ QPL No. (Future) _____
New*	Previously Submitted	Estimate No.	Pay Note No.	Link																																	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	008	001																																		
<input type="checkbox"/>	<input type="checkbox"/>																																				
<input type="checkbox"/>	<input type="checkbox"/>																																				
<input type="checkbox"/>	<input type="checkbox"/>																																				
<input type="checkbox"/>	<input type="checkbox"/>																																				
<input type="checkbox"/>	<input type="checkbox"/>																																				
*Enter on New Field Inspection Information Page below.																																					

Quantity Data

Previous Quantity <u>0.00</u> <u>acre</u> <small>Unit</small> Quantity This Note <u>2.45</u> (+ or -) Total Quantity to Date <u>2.45</u>	<input type="checkbox"/> Remeasurement <input checked="" type="checkbox"/> Measured in Place Method <input type="checkbox"/> Partial Payment <input type="checkbox"/> Material on Hand	Installation Date <u>2021/9/22</u> Bid Item/Pay Item Completion Date <u>2021/9/30</u> See Material on Hand Page below
---	---	---

Calculations and/or Remarks

See attached Inroads calculation areas.

Acres = 3.5 acre

At completion of seeding, pay 70%: $3.5 \times 0.70 = 2.45$ acre

☐ Photos Attached
☐ Illustration Attached

Reviewed by

Justin Cary	10/4/2021
<small>Quality Checked by</small>	<small>Date</small>
Justin Cary	10/4/2021
<small>Quality Checked by</small>	<small>Date</small>

734-2605 (Revised January 2021)



Pay Note (New Field Inspection Information)
(Project Work Record)

OR126: Florence - Eugene Shoulder Widenir
Project Name

0690
Bid/Pay Item No.

08
Estimate No.

01
Pay Note No.

C15222
Contract No.

Materials Delivered for this Project

Soil Bio-Amendments

Type of Material

Profile Products, LLC

Source of Material (Manufacturer or Fabricator)

3.50 acre 3.50
Quantity Delivered Unit Quantity Received

3.50 2.50
Total Received to Date Estimated Total Required

David Butler 40135.00
Inspector Name Cert No

2021/9/21

Date Delivered

AEC

Delivered to (Name of Contractor/Subcontractor)

0.00

n/a

Quantity Rejected

Rejection explanation/reason

C993+50, It

Where Inspected

ProGanics Biotic Soil Media. QPL#4897.
Remarks

Mulch

Type of Material

Profile Products, LLC

Source of Material (Manufacturer or Fabricator)

3.50 acre 3.50
Quantity Delivered Unit Quantity Received

3.50 2.50
Total Received to Date Estimated Total Required

David Butler 40135.00
Inspector Name Cert No

2021/9/21

Date Delivered

AEC

Delivered to (Name of Contractor/Subcontractor)

0.00

n/a

Quantity Rejected

Rejection explanation/reason

C993+50, It

Where Inspected

Flexterra HP-FGM.
Remarks

Seed

Type of Material

Sunmark

Source of Material (Manufacturer or Fabricator)

3.50 acre 3.50
Quantity Delivered Unit Quantity Received

3.50 2.50
Total Received to Date Estimated Total Required

David Butler 40135.00
Inspector Name Cert No

2021/9/21

Date Delivered

AEC

Delivered to (Name of Contractor/Subcontractor)

0.00

n/a

Quantity Rejected

Rejection explanation/reason

C993+50, It

Where Inspected

Test Results & calcs. Lot#SSI-OR126FE#2-AEC
Remarks

Type of Material

Source of Material (Manufacturer or Fabricator)

Quantity Delivered Unit Quantity Received

Total Received to Date Estimated Total Required

Inspector Name Cert No

Date Delivered

Delivered to (Name of Contractor/Subcontractor)

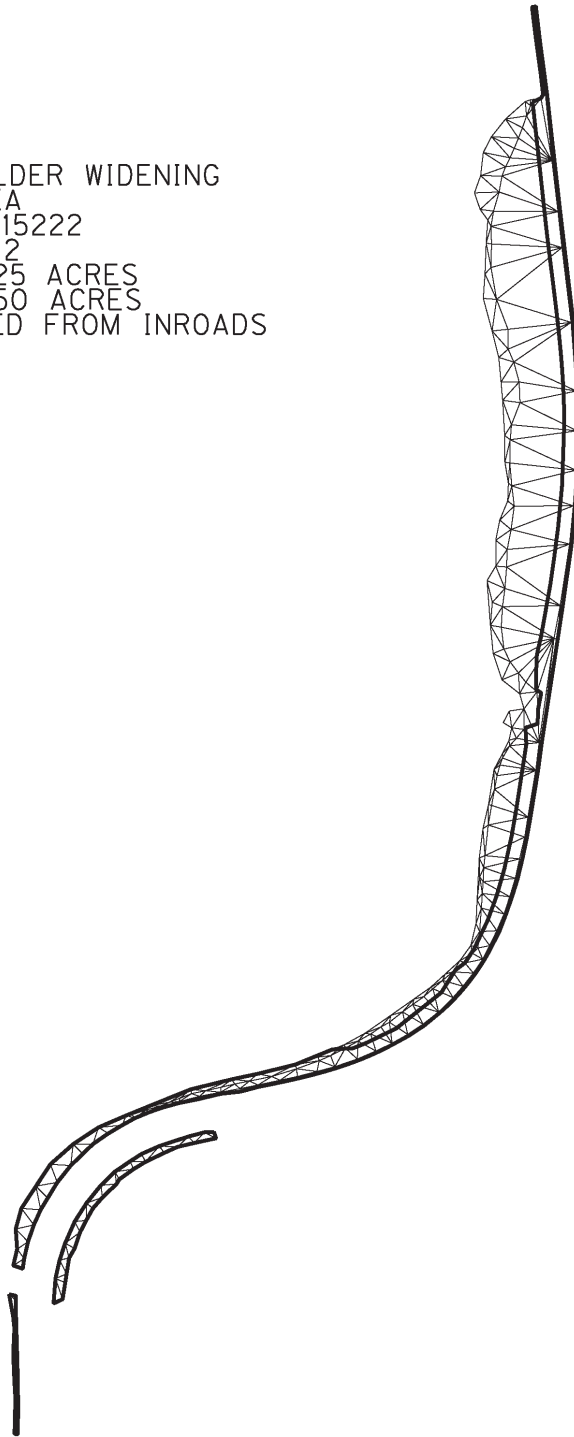
Quantity Rejected

Rejection explanation/reason

Where Inspected

Remarks

OR126: SHOULDER WIDENING
SEEDING AREA
CONTRACT#: 15222
EA#: CON04342
BI#680 = 2.25 ACRES
BI#690 = 3.50 ACRES
AREA DERIVED FROM INROADS



Example 5



Pay Note (Project Work Record)

Project Information

Region 1 Bike Ped Crossings Project	CON04446	011	13	03	15286
Project Name	EA	Subjob	Estimate	Pay Note	Contract
Signs, Standard Sheeting, Sheet Aluminum	BI0710	Christopher Aguon, P.E.	Henry Ng		
Item Description	Bid/Pay Item	Resident Engineer	Prepared by		

Method of Quality Assurance

Quality Documentation* <input type="checkbox"/> E <input checked="" type="checkbox"/> L (Report #) <u>Various</u> <input type="checkbox"/> I (Report #) _____ <input type="checkbox"/> W <input type="checkbox"/> P <input type="checkbox"/> M <input type="checkbox"/> Small Quantity <input checked="" type="checkbox"/> O <input type="checkbox"/> BG <input checked="" type="checkbox"/> R <input type="checkbox"/> P/R <input checked="" type="checkbox"/> Q <input checked="" type="checkbox"/> T <input type="checkbox"/> Field Tested Material <small>*Click on letters for definitions.</small>	F - Field Inspection Report (FIR) <table border="1"> <thead> <tr> <th>New*</th> <th>Previous</th> <th>Estimate</th> <th>Pay Note</th> <th>Link (opt.)</th> </tr> </thead> <tbody> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><u>013</u></td> <td><u>003</u></td> <td></td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td></td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td></td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td></td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td></td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <small>*Enter on New Field Inspection Information page below.</small>	New*	Previous	Estimate	Pay Note	Link (opt.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>013</u>	<u>003</u>		<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>				QPL <input checked="" type="checkbox"/> No QPL <input type="checkbox"/> QPL - Approved <input type="checkbox"/> QPL - Qualified QPL # _____ QPL # _____ QPL # _____ QPL # _____ Future QPL # _____
New*	Previous	Estimate	Pay Note	Link (opt.)																																	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>013</u>	<u>003</u>																																		
<input type="checkbox"/>	<input type="checkbox"/>																																				
<input type="checkbox"/>	<input type="checkbox"/>																																				
<input type="checkbox"/>	<input type="checkbox"/>																																				
<input type="checkbox"/>	<input type="checkbox"/>																																				
<input type="checkbox"/>	<input type="checkbox"/>																																				

Quantity Data

Previous Quantity	<u>248.000</u>	ft ²	<input type="checkbox"/> Remeasurement	<u>20221014</u>
Quantity This Note	<u>18.000</u> (+ or -)	Unit	<input checked="" type="checkbox"/> Measured in Place Method	<u>TBD</u>
Total Quantity to Date	<u>266.000</u>		<input type="checkbox"/> Partial Payment	Item Completion Date
Calculations and/or Remarks			<input type="checkbox"/> Material on Hand (see Material on Hand page below)	

These 6 signs are re-installs to correct the mistake in the plans.

Sign #6 on plan sheet LA01 calls for OM3 with slashes going to the lower left, it should have called for OM3-R with slashes going to the lower right.

Contractor made the necessary change, the original signs were given to ODOT Region 1 sign Section

Each sign measures 1' x 3' = 3.0 ft²

TOTAL = 3.0ft² x 6 each = 18.0 ft²

☐ No Quality Documentation Required ☐ Photos Attached ☐ Illustration Attached

Reviewed by

Quality Checked by	Date	Quality Checked by	Date
734-2605 (Revised July 2021)			

Pay Note (Installation Record)
(Project Work Record)

Region 1 Bike Ped Crossings Project

BI0710

13

03

15286

Project Name

[illegible]

Estimate

Pay Note

Contract

Materials Installed on this Project

[illegible]



Pay Note (New Field Inspection)
(Project Work Record)

Region 1 Bike Ped Crossings Project	BI0710	13	03	15286
Project Name	Bid/Pay Item	Estimate	Pay Note	Contract

Materials Delivered for this Project

Signs, Standard Sheeting, Sheet Aluminum	20221014	Brown/JBL
Type of Material	Date Delivered	Delivered to (Name of Contractor/Subcontractor)
3 - M Company	0.00	N. A.
Source of Material (Manufacturer or Fabricator)	Quantity Rejected	Rejection explanation/reason
18.00	ft ²	18.00
Quantity Delivered	Unit	Quantity Received
266.00	250.00	
Total Accepted to Date	Estimated Total Required	
	Job Site	
	Where Inspected	
	Inspector Name	40710
		Cert. #

Contractor performed work, & supplied materials meeting all the requirements of Section 940 of the Standard Specifications, Special Provisions, and Contract Plans. ODOT materials inspection stickers are adhered to the back of every sign showing they have been inspected and passed.

Remarks

Materials Delivered for this Project

Type of Material	Date Delivered	Delivered to (Name of Contractor/Subcontractor)
Source of Material (Manufacturer or Fabricator)	Quantity Rejected	Rejection explanation/reason
Quantity Delivered	Unit	Quantity Received
Total Accepted to Date	Estimated Total Required	
	Where Inspected	
	Inspector Name	Cert. #

Remarks

Materials Delivered for this Project

Type of Material	Date Delivered	Delivered to (Name of Contractor/Subcontractor)
Source of Material (Manufacturer or Fabricator)	Quantity Rejected	Rejection explanation/reason
Quantity Delivered	Unit	Quantity Received
Total Accepted to Date	Estimated Total Required	
	Where Inspected	
	Inspector Name	Cert. #

Remarks

7-34-2003 (revised July 2021)

Example 6



Pay Note (Project Work Record)

Project Information

US 101 LANDSLIDE REPAIR (JOHNSON CREEK)	CON04378	000	02	01	C15256
Project Name	EA	Subjob	Estimate No.	Pay Note No.	Contract No.
TRENCH RESURFACING	0210	STEVEN SCHULTZ	TYLER GRADY - 51782		
Item Description	Bid/Pay Item No.	Resident Engineer	Prepared by		

Method of Quality Assurance

☐ No Quality Documentation Required

Supporting Documents Provided as Part of Pay Note (Click on letters for definition) <input type="checkbox"/> E <input type="checkbox"/> O <input type="checkbox"/> L (Number) <input type="checkbox"/> BG <input type="checkbox"/> I (Number) <input type="checkbox"/> R <input type="checkbox"/> W <input type="checkbox"/> P/R <input type="checkbox"/> P <input type="checkbox"/> Q <input type="checkbox"/> M <input type="checkbox"/> T <input type="checkbox"/> Small Quantity	F - Field Inspection Report (FIR)					QPL
	New* <input type="checkbox"/>	Previously Submitted <input type="checkbox"/>	Estimate No. <input type="text"/>	Pay Note No. <input type="text"/>	Link <input type="text"/>	<input type="checkbox"/> No QPL <input type="checkbox"/> QPL - Approved <input type="checkbox"/> QPL - Qualified QPL No. <input type="text"/> QPL No. <input type="text"/> QPL No. <input type="text"/> QPL No. <input type="text"/> QPL No. (Future) <input type="text"/>

Quantity Data

Previous Quantity	0.00	SQ YD	<input type="checkbox"/> Remeasurement	2021/5/11
Quantity This Note	6.8 (+ or -)	Unit	<input checked="" type="checkbox"/> Measured in Place Method	2021/5/11
Total Quantity to Date	6.8		<input type="checkbox"/> Partial Payment	Bid Item/Pay Item Completion Date
			<input type="checkbox"/> Material on Hand	See Material on Hand Page below

Calculations and/or Remarks

RESURFACED AREA IS ON OLD US101, CURRENT ACCESS ROAD FOR RESIDENCES.
 WIDTH OF AREA IS 12 INCHES PLUS 24 INCHES PER 00495.80.
 WIDTH IS 3 FT.
 LENGTH OF MEASURED AREA ALONG PIPE CENTERLINE IS 20.3 FT
 TOTAL AREA IS 60.9 SQ FT
 AREA IS 6.7667 SQ YDS
 PER 00190.10, PAY TO THE NEAREST 0.1FT.
 PAY 6.8FT
 AREA RESURFACED AND FINISHED ON 5/11/2021 AFTER DENSITY TESTING ROAD BASE.

☐ Photos Attached
☐ Illustration Attached

Reviewed by

Len Saltekoff	06/09/2021
Quality Checked by	Date
Len Saltekoff	06/09/2021
Quantity Checked by	Date

Example 7



Pay Note (Project Work Record)

Project Information

OR99W: Corvallis Stormwater System	CON04400	011	05	01	15272
Project Name	EA	Subjob	Estimate	Pay Note	Contract
THERMOPLASTIC, EXTRUDED, SURFACE, NON-PROFILED	0390	Steven Schultz PE	Chris Weigel		
Item Description	Bld/Pay Item	Resident Engineer	Prepared by		

Method of Quality Assurance

Quality Documentation*	F - Field Inspection Report (FIR)	QPL																																			
<input type="checkbox"/> E <input checked="" type="checkbox"/> L (Report #) 22000902 <input type="checkbox"/> I (Report #) <input checked="" type="checkbox"/> W <input type="checkbox"/> P <input type="checkbox"/> M <input type="checkbox"/> Small Quantity	<table border="1"> <thead> <tr> <th>New*</th> <th>Previous</th> <th>Estimate</th> <th>Pay Note</th> <th>Link (opt.)</th> </tr> </thead> <tbody> <tr><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td></td><td></td><td></td></tr> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td></td><td></td><td></td></tr> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td></td><td></td><td></td></tr> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td></td><td></td><td></td></tr> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td></td><td></td><td></td></tr> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td></td><td></td><td></td></tr> </tbody> </table>	New*	Previous	Estimate	Pay Note	Link (opt.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/> No QPL <input checked="" type="checkbox"/> QPL - Approved <input checked="" type="checkbox"/> QPL - Qualified QPL # 5062 QPL # 3893 QPL # QPL # Future QPL #
New*	Previous	Estimate	Pay Note	Link (opt.)																																	
<input checked="" type="checkbox"/>	<input type="checkbox"/>																																				
<input type="checkbox"/>	<input type="checkbox"/>																																				
<input type="checkbox"/>	<input type="checkbox"/>																																				
<input type="checkbox"/>	<input type="checkbox"/>																																				
<input type="checkbox"/>	<input type="checkbox"/>																																				
<input type="checkbox"/>	<input type="checkbox"/>																																				

*Click on letters for definitions.

*Enter on New Field Inspection Information page below.

Quantity Data

0.000	FOOT	<input type="checkbox"/> Remeasurement	20220803
Previous Quantity	Unit		Installation Date
135.000 (+ or -)		<input checked="" type="checkbox"/> Measured in Place Method	20220803
Quantity This Note		<input type="checkbox"/> Partial Payment	Item Completion Date
135.000		<input type="checkbox"/> Material on Hand (see Material on Hand page below)	
Total Quantity to Date			

Calculations and/or Remarks

Pay 135 Feet for street-side parking markings.
Installed at Sta. "H4" 406+60 to "H3" 300+00

WARRANTY AND REFLECTIVITY REPORTS RECEIVED 8/26/2022.

☐ No Quality Documentation Required ☐ Photos Attached ☐ Illustration Attached

Reviewed by

Len Saltekoff	08/25/2022	Len Saltekoff	08/25/2022
Quality Checked by	Date	Quantity Checked by	Date



Pay Note (New Field Inspection)
(Project Work Record)

OR99W: Corvallis Stormwater System

0390

05

01

15272

Project Name

Bid/Pay Item

Estimate

Pay Note

Contract

Materials Delivered for this Project

Reflective Elements

20220803

SPM

Type of Material

Date Delivered

Delivered to (Name of Contractor/Subcontractor)

Swarco

0.00

n/a

Source of Material (Manufacturer or Fabricator)

Quantity Rejected

Rejection explanation/reason

135.00

ft

135.00

Quantity Delivered

Unit

Quantity Received

on site

Where Inspected

135.00

120.00

Chris Weigel

43924

Total Accepted to Date

Estimated Total Required

Inspector Name

Cert. #

The THERMOPLASTIC, EXTRUDED, SURFACE, NON-PROFILED is accepted visually and are in compliance with spec 00865 of the 2021 Oregon Standard Specifications for Construction and this project's Special Provisions.

Remarks

Materials Delivered for this Project

Thermoplastic striping

20220803

SPM

Type of Material

Date Delivered

Delivered to (Name of Contractor/Subcontractor)

Alta

0.00

n/a

Source of Material (Manufacturer or Fabricator)

Quantity Rejected

Rejection explanation/reason

135.00

ft

135.00

Quantity Delivered

Unit

Quantity Received

on site

Where Inspected

135.00

120.00

Chris Weigel

43924

Total Accepted to Date

Estimated Total Required

Inspector Name

Cert. #

The THERMOPLASTIC, EXTRUDED, SURFACE, NON-PROFILED is accepted visually and are in compliance with spec 00865 of the 2021 Oregon Standard Specifications for Construction and this project's Special Provisions.

Remarks

Materials Delivered for this Project

Warranty

20220826

Wildish

Type of Material

Date Delivered

Delivered to (Name of Contractor/Subcontractor)

Traffic Solutions-Alta All Season 100-PT

0.00

NA

Source of Material (Manufacturer or Fabricator)

Quantity Rejected

Rejection explanation/reason

135.00

ft

135.00

Quantity Delivered

Unit

Quantity Received

On site

Where Inspected

135.00

120.00

Chris Weigel

43924

Total Accepted to Date

Estimated Total Required

Inspector Name

Cert. #

Reflectivity Report and test tapes submitted

Remarks


Example 8-9

Source document ("paynote") for compliant ADA Curb Ramp and Push Button work is paynote form 734-2605, with applicable ADA Curb Ramp Inspection Forms (734-5020A-H) and/or ADA Push Button Inspection Forms (734-5245A-B) attached as supporting documentation.

Additionally, the RE will send a copy of the inspection form to the email listed in the inspection form instructions.

Send the Inspection forms as each ramp is accepted and paid for, rather than at the end of the project. If any ramp needs to be reconstructed, send in the final inspection form after corrections have been made. Contact the CAU or [ADA Program](#) and choose Assets & Inspections for guidance.

Example 8


Pay Note
(Project Work Record)

Project Information

US101: Garrison Slough - Cemetery Ln Rd (Port Orford)	CON04469	011	03	02	C15358
<small>Project Name</small>	<small>EA</small>	<small>Sublot</small>	<small>Estimate</small>	<small>Pay Note</small>	<small>Contract</small>
EXTRA FOR NEW CURB RAMPS	0640	Don Duey		Josh Courtright	51393
<small>Item Description</small>	<small>Bid/Pay Item</small>	<small>Resident Engineer</small>		<small>Prepared by</small>	

Method of Quality Assurance

Quality Documentation* <input type="checkbox"/> E <input type="checkbox"/> L (Report #) _____ <input type="checkbox"/> I (Report #) _____ <input type="checkbox"/> W <input type="checkbox"/> P <input type="checkbox"/> M <input type="checkbox"/> Small Quantity <small>*Click on letters for definitions.</small>	F - Field Inspection Report (FIR) Tracking <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>New*</th> <th>Previous</th> <th>Estimate</th> <th>Pay Note</th> <th>Link (opt.)</th> </tr> </thead> <tbody> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td></td><td></td><td></td></tr> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td></td><td></td><td></td></tr> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td></td><td></td><td></td></tr> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td></td><td></td><td></td></tr> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td></td><td></td><td></td></tr> </tbody> </table> <small>†This box is not the FIR - New Field Inspection page(s) must be completed!</small>	New*	Previous	Estimate	Pay Note	Link (opt.)	<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>				QPL <input type="checkbox"/> No QPL <input type="checkbox"/> QPL - Approved <input type="checkbox"/> QPL - Qualified QPL # _____ QPL # _____ QPL # _____ QPL # _____ Future QPL # _____
New*	Previous	Estimate	Pay Note	Link (opt.)																												
<input type="checkbox"/>	<input type="checkbox"/>																															
<input type="checkbox"/>	<input type="checkbox"/>																															
<input type="checkbox"/>	<input type="checkbox"/>																															
<input type="checkbox"/>	<input type="checkbox"/>																															
<input type="checkbox"/>	<input type="checkbox"/>																															

Quantity Data

Previous Quantity: <u>1.000</u> Quantity This Note: <u>1.000</u> (+ or -) Total Quantity to Date: <u>2.000</u>	Unit: <u>EACH</u>	<input type="checkbox"/> Remeasurement <input checked="" type="checkbox"/> Measured in Place Method <input type="checkbox"/> Partial Payment <input type="checkbox"/> Material on Hand (see Material on Hand page below)
--	-------------------	---

20221026
Installation Date

Item Completion Date

Calculations and/or Remarks

☐ No Quality Documentation Required
 ☐ Photos Attached
 ☐ Illustration Attached

Reviewed by

Quality Checked by: _____ <small>Quality Checked by</small>	Date: _____ <small>Date</small>	Quantity Checked by: _____ <small>Quantity Checked by</small>	Date: _____ <small>Date</small>
--	------------------------------------	--	------------------------------------

Pay Note (Installation Record)
(Project Work Record)

US101: Garrison Slough - Cemetery Lp Rd (Port Orford)

0640

03

02

C15358

Project Name:

Bid/Pay Item

Estimate

Pay Note

Contract

Materials Installed on this Project

[illegible]

Example 9



ADA Curb Ramp New Construction Inspection Form (Parallel)

Project Name (Section) GARRISON SLOUGH-CEMENTERY LP RD (PORT ORFORD) SECTION

2022

C15358

0090010

301.34

DEADY ST

Construction Contract No.: Highway No.

MP

Cross Street Name

Year

Calibration Date 10/26/22

(mm/dd/yy)

See Exhibit A for more intersection styles

Ramp Style PL

Functional Condition Description:

Good (G) = all applicable boxes pass OR a Design Exception addresses criteria that do not pass.

Poor (P) = any applicable box fails

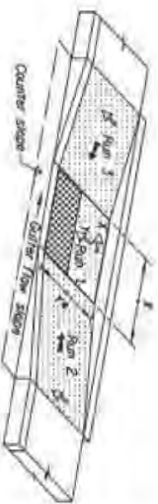
Physical Condition Description:

Good (G) = the concrete within the Pedestrian Circulation Area (includes flares and path back to existing sidewalk) contains no cracks or deformations

Poor (P) = any part of the concrete within the Pedestrian Circulation Area (includes flares and transition panels) contains cracks or deformations

*The passing value for Gutter Flow Slope (GFS) depends on the Intersection Condition Type. At a Midblock (MB), GFS must be ≤ Slope of the Road, at Signalized or Uncontrolled (SU), GFS must be ≤ 5.0%, and at Stop or Yield (SY), GFS must be ≤ 2.0%.

See also Standard Drawings to assess provisions not shown: (inlets, alignment, etc.)

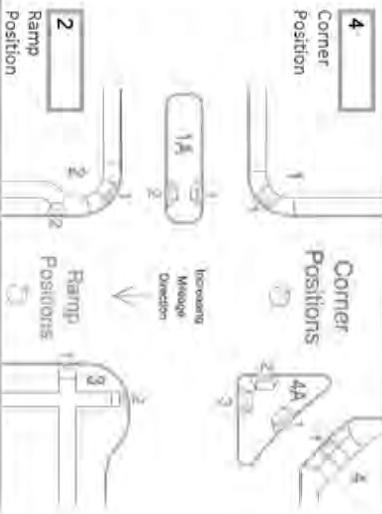


PARALLEL RAMP (PL)

PARALLEL RAMP (PL)

- Pedestrian Access Route (to measure Clear Width)
- Detectable Warning Surface
- Cross Slope (2.0% max)
- Running Slope (8.3% max)
- Counter Slope (5.0% max)
- Turning Space (X & Y) (2.0% max / 4' x 4' min, Y* If contained at back of walk, min. Y length is 5'.
- Gutter Flow Slope (as checked)

RAMP RUN 1		Pass	Fail	DE
Running Slope 1	1.4	≤ 2.0% <input checked="" type="checkbox"/>	> 2.0% <input type="checkbox"/>	
Cross Slope 1	1.9	≤ 2.0% <input checked="" type="checkbox"/>	> 2.0% <input type="checkbox"/>	
Detectable Warning	TD	(N, I) TD, DMG TD <input checked="" type="checkbox"/>		
Lip Height	0	0" <input checked="" type="checkbox"/>	> 0" <input type="checkbox"/>	
Gutter Flow Slope	1.5	≤ * <input checked="" type="checkbox"/>	> * <input type="checkbox"/>	
Curb Running Slope (avg)	1.6	≤ 8.3% <input checked="" type="checkbox"/>	> 8.3% <input type="checkbox"/>	
Counter Slope (+/-)	3.9	≤ 15.0% <input checked="" type="checkbox"/>	> 15.0% <input type="checkbox"/>	
RAMP RUN 2		Pass	Fail	DE
Running Slope 2	8.0	≤ 8.3% <input checked="" type="checkbox"/>	> 8.3% <input type="checkbox"/>	
Length 2	7.9			
Cross Slope 2	1.7	≤ 2.0% <input checked="" type="checkbox"/>	> 2.0% <input type="checkbox"/>	
RAMP RUN 3		Pass	Fail	DE
Running Slope 3	6.3	≤ 8.3% <input checked="" type="checkbox"/>	> 8.3% <input type="checkbox"/>	
Length 3	6.0			
Cross Slope 3	1.9	≤ 2.0% <input checked="" type="checkbox"/>	> 2.0% <input type="checkbox"/>	
TURN SPACE		Pass	Fail	DE
Width X	5.0	≥ 4.0' <input checked="" type="checkbox"/>	< 4.0' <input type="checkbox"/>	
Length Y	6.4	≥ 4.0' <input checked="" type="checkbox"/>	< 4.0' <input type="checkbox"/>	
Back of Ramp Obstruction (Y/N)	Y			
Slope X (Cross Slope 1)	1.9	≤ 2.0% <input checked="" type="checkbox"/>	> 2.0% <input type="checkbox"/>	
Slope Y (Running Slope 1)	1.4	≤ 2.0% <input checked="" type="checkbox"/>	> 2.0% <input type="checkbox"/>	
MISCELLANEOUS		Pass	Fail	DE
Clear Width (feet)	5.0	≥ 4.0' <input checked="" type="checkbox"/>	< 4.0' <input type="checkbox"/>	
Intersection Condition Type	SU	Slope of Road 1.3		
Design Ex. Control Number				



Physical Condition (G, P)

G

Function Condition (G, P)

G

CRK

Fail

DE

DO

Fail

DE

EXP

Fail

DE

GB

Fail

DE

Comment:

See also Standard Comments for full list of acceptable comments

Inspector's Signature

10/26/22

JOSH COURTRIGHT

51393

Print name clearly

Certification No.

ODOT

3811

Company/Agency

Crew No. (ODOT)

734-SO20E (5-2020)

<https://www.oregon.gov/odot/Construction/Pages/Forms.aspx>

12D-3 Review Process for Quantity Documentation

A. Review by RE

The RE must review each source document as it is prepared to verify that documentation and calculation methods are proper and correct.

Steps in the review procedure for quantity documentation include:

- Assure that required dates, signatures, Contract numbers, locations, etc. are included on each original source document. Also, assure that the Work has been charged to the proper Participation Indicator (sub-job).
- Prepare and include two (2) adding machine tapes or alternate summation method for all Weigh Memos, tickets, and Material receipts to verify that all individual quantities are included in the summation. Assure that the required date, signature, and Contract number are included on adding machine tapes, computer-generated source documents, and summaries.
- Assure that a separate person has checked all formulas and calculations and has also signed and dated the documents.
- When Material is paid for by volume of hauling vehicle, include measurements of the hauling vehicle and calculate the volume for each hauling vehicle. The person measuring the vehicle and calculating the volume must sign and date the document.
- When conversion factors have been used to compute pay quantities, assure that documentation of the conversion factors is included. The person calculating the conversion must sign and date the document.
- Verify that proper and correct formulas and procedures were used in each computer-generated source document and spreadsheet to calculate quantities. Computer calculated quantities must be documented with the original field measure notes along with input and output printouts.
- Compare the calculated quantity of each item to the bid quantity and resolve significant differences.
- Ask the theoretical question on each item: "Does this quantity seem appropriate for the Work that was actually done on the Project?"
- Assure that all Work has been included in the calculated quantity and that the calculated quantity does not include inappropriate areas, volumes, or quantities. This may

require some independent verification of quantities. For earthwork volumes, refer to the Measurement of Earthwork discussion in Section 12D-1(j).

- Check all lump sum quantity adjustments and supporting documentation.
- Verify and submit final quantities on a Quantity Ledger Report.

B. Review by Region Assurance Specialist (RAS)

The RAS will periodically review all Project quantity documentation. The frequency of those reviews will be planned and will depend on Project size, duration, complexity, and the RE's experience in administering ODOT construction Contracts.

The RAS will review and provide guidance in quantity documentation procedures used to support payments to the Contractor, including:

- Source document must be on file
- Lump sum schedules for progress payment of lump sum items
- Flagger and Pilot Car Receipts or similar format
- Sprinkling Tally Sheets or similar format
- Accurate, easy to follow measurement and calculation methods
- Calculations and calculation methods checked by a second person
- Proper source document validations
- For quantities paid by weight, padded Material receipts with adding machine tapes, or acceptable alternate method, summarizing the total quantities.
- Scale Diary, including scale certification and license
- For a complete list of items requiring cost justification for quantity overruns, refer to Chapter 15-2.
- Quantity price adjustments
- Material on Hand (MOH) payments

At the time of the periodic Project review, the RAS will review the quantity documentation to determine whether it fulfills the Contract requirements and supports the payments that have been made to the Contractor. The RAS will report any deficiencies to the RE. The RAS will also address the noted deficiencies and their resolution at the next scheduled periodic review.

The RAS will list the following on the Documentation Review Report, form 734-1903 regarding quantities:

- Agreement to resolution of calculations that are done in a manner different from that specified by the Contract, or from that normally accepted by ODOT, and
- Calculations for which the RE and RAS are unable to agree on the acceptability of the calculation or method.

For acceptance of final Project documentation, refer to Chapter 37 - Submittal of Final Project Documentation.



CHAPTER 12E

ADJUSTMENTS TO LUMP SUM AND OTHER ITEMS

12E-1 Adjustments to Lump Sum Items

The Contractor must furnish Materials and perform the required Work in a Make adjustments to lump sum items only when the Resident Engineer (RE) has ordered in writing, changes to the Work included in those lump sum items. These changes are addressed in 00195.20(a) and in Chapter 15 - Change Orders/Force Account/Work by Public Forces. If no changes are ordered in writing by the RE, the Work shall be completed and accepted without measurement as addressed in 00190.10(h).

The RE can make adjustments or changes to payment for lump sum items without a Contract Change Order (CCO) only when:

- The Contract specifies the method for paying for the change in the lump sum Pay Item, or
- The Special Provisions include an estimated quantity for the lump sum Pay Item that allows a theoretical unit price to be calculated.

If the adjustment or change does not fit one of these two categories, the RE must issue a CCO to implement the change.

Examples of adjustments that can be made without a CCO are:

- Additional or less reinforcement in a box culvert or other structure
- Additional or less concrete in a box culvert or other structure
- Changes in metal sign supports or their footings
- Seeding, mulching, and fertilizing, when the estimated quantity is listed in the Special Provisions

When the RE orders an adjustment to a lump sum Pay Item, the RE must submit supporting documentation that clearly shows the method and computations that were used to determine the adjusted quantity and the theoretical unit price.

The following example illustrates the documentation that is appropriate for this type of an adjustment. This simple example does not address if mobilization was included in the unit price for this Work. If the entity performing that Work did not receive separate payment for mobilization, the estimated value of mobilization should be deducted from the bid price before calculating the adjustment.



Pay Note (New Field Inspection Information)
(Project Work Record)

US26: Warm Springs Safety Corridor Sec.

6113

14

01

C15253

Project Name:

Bid/Pay Item No.

Estimate No.

Pay Note No.

Contract No.

Materials Delivered for this Project

Seal Tight Concrete Curing Compound

Type of Material:

4-Nov-21

Date Delivered

W.R. Meadows

Source of Material (Manufacturer or Fabricator)

4S

Delivered to (Name of Contractor/Subcontractor)

10.00

GAL

10.00

Quantity Delivered

Unit

Quantity Received

Quantity Requested

Rejection expansion/contraction

10.00

Total Received to Date

Estimated Total Required

Where Inspected

Rebar

Type of Material:

4-Nov-21

Date Delivered

Nucor Steel Sealtite

Source of Material (Manufacturer or Fabricator)

4S

Delivered to (Name of Contractor/Subcontractor)

100.00

LS

100.00

Quantity Delivered

Unit

Quantity Received

Quantity Requested

Rejection expansion/contraction

100.00

Total Received to Date

Estimated Total Required

Where Inspected

Type of Material:

Date Delivered

Source of Material (Manufacturer or Fabricator)

Delivered to (Name of Contractor/Subcontractor)

Quantity Delivered

Unit

Quantity Received

Quantity Requested

Rejection expansion/contraction

Total Received to Date

Estimated Total Required

Where Inspected

Type of Material:

Date Delivered

Source of Material (Manufacturer or Fabricator)

Delivered to (Name of Contractor/Subcontractor)

Quantity Delivered

Unit

Quantity Received

Quantity Requested

Rejection expansion/contraction

Total Received to Date

Estimated Total Required

Where Inspected

4S Signs LLC

30255 Hwy 34 Albany, Oregon 97321
541-928-5858 FAX 541-928-9068



CCB #144388

May 20, 2021

High Desert Aggregate & Paving

Attn: Brian Youngquist

RE: BI1130, BI1140 Changes
Brian,

Re: ODOT #15253
US26 Warm Springs
Safety Corridor

The States working drawings make the following plan changes:

BI # 1130- Sign Support Footings, BI #1140 – Triangular Base Breakaways -

Sign Post 28 was a TS 3-1/2 x 3-1/2 and is now a TS 4 x 4

Sign Post 27 was a TS 3-1/2 x 3-1/2 and is now a TS 5 x 5

Sign Post 29 was a TS 4 x 4 and is now a TS 5 x 5

Sign Post 30 @ STA 1333+15L was a TS 4 x 4 and is now a TS 5 x 5

Sign Post 30 @ STA 1546+93L was a TS 4 x 4 and is now a TS 5 x 5

Per Sections 00190.10(h) and 00920.80 we request additional monies for these plan changes in the amount of \$2,329.21 (0.94 cu yd @ \$2,477.88 per cu yd) for BI 1130. Price was figured using bid price divided by the cu yds listed in the Special Provisions Section 920.80 (\$28,000.00 divided by 11.30 cu yd = \$2,477.88 per cu yd.)

We also request additional monies for these plan changes in the amount of \$4,884.00 (444 lbs @ \$11.00 per pound) for BI 1140. Price was figured using bid price divided by the weight listed in the Special Provisions Section 930.80 (\$21,250.00 divided by 1932 lbs = \$11.00 per lb.)

Sincerely,

Buckley W. Johnson

Buckley W. Johnson
Project Manager

Enter these adjustments in the 6000 series of the Contract Payment System (CPS), including a reference to the Pay Item. [Refer to Chapter 25 - Payments to Contractors/Retainage.]

For questions about possible quantity adjustments, contact the Region Assurance Specialist (RAS) or the Contract Administration Unit (CAU).

12E-2 Other Adjustment Items

The items covered in this section occasionally occur on Agency Projects. Some Projects have a few, while many Projects have none. Enter these adjustments in the 6000 series, with a reference to the Pay Item, in CPS to adjust the payment to the Contractor.

Following is an explanation of each item, including the required documentation that needs to be maintained and submitted to adequately support the adjustment. The RE must prepare documentation to justify the adjustment and submit the supporting documentation with the final Project documentation at the completion of the Project.

A. Escalation / De-escalation (Fuel, Asphalt, Steel)

Asphalt, fuel, and steel escalation/de-escalation will be addressed in the Special Provisions, subsections 00195.10 through 00195.12 for each Project, if the Project meets the minimum qualifying quantities for eligible Pay Items. Asphalt and fuel escalation/de-escalation is automatically applied to each qualifying Project, and remains in effect for the life of the Contract. Participation in the steel escalation/de-escalation program by the Contractor is voluntary.

The intent of the escalation/de-escalation Specifications is to limit the risk to both the Contractor and the Agency, if the costs of these Materials changes dramatically during the life of the Contract.

1. 00195.10 – Asphalt Cement Material Price Escalation/De-escalation (AE)

During development of the Project Specifications, the specification writers will determine if the Project will use at least 150 Tons of liquid asphalt. If it does, the Project qualifies for asphalt escalation/de-escalation (AE). The specification writer will determine which Pay Items qualify for AE, and these Pay Items will be listed in subsection 00195.10(d) of the Special Provisions.

The RE will adjust the payment to the Contractor each month to reflect changes in the cost of asphalt, if the current monthly price differs more than 5% from the base price established the month immediately preceding the Bid Opening date. The monthly asphalt cement material price (MACMP) is established by the Agency and is posted on the Specifications Unit webpage.

The AE process the RE office will need to follow and the forms required to make the monthly AE adjustments can be found on the Construction Section website at <https://www.oregon.gov/odot/Construction/Pages/Forms.aspx>.

AE payments will be posted in CPS as an adjustment to the Contract, using the 6700A – 6700Z series.

It is important to understand that the Contractor does not have the option of participating in the AE program. If the Project has at least 150 tons of liquid asphalt, and there are eligible Pay Items in the Contract, AE will apply.

If at any time during the life of the Contract the RE identifies any Pay Items that are either not listed in Subsection 00195.10 of the Special Provisions, and either the Contractor or the RE identifies Pay Items that should or should not have been listed, the RE must contact the specification writer to identify the reason the Pay Item was, or was not, included.

Making Changes to Subsection 00195.10 After Contract Award:

Changes may be made to Subsection 00195.10 after the Contract has been awarded by CCO. However, if the Project contains any federal funds, these changes will be eligible for federal participation only under the following circumstances:

- a. If the Contract contains the 00744 – Minor ACP Pavement Specification, and also includes the 00195.10 provisions with an estimated quantity for any of the eligible Pay Items, but is missing the list of eligible Pay Items, the Pay Items may be added to the Contract by CCO and will be eligible for federal participation.
- b. If the estimated quantity is less than the minimum qualifier of 150 tons of liquid asphalt, the eligible Pay Item(s) may still be added provided that the 00195.10 provision and estimated quantity as noted above is in the original Contract.
- c. If an eligible Pay Item listed in 00195.10 does not match the Pay Item listed in the Schedule of Items, the Pay Item may be corrected by CCO and be eligible for federal participation.

Example: 00195.10 lists PG 64-22 Asphalt in ACP, but the Schedule of Items lists the Pay Item as PG 70-22 Asphalt in ACP. The CCO would correct the Pay Item in 00195.10 to PG 70-22 Asphalt in ACP.

- d. If an eligible Pay Item (PG 64-22), which was eligible for AE under 00195.10 is replaced via CCO by a similar Pay Item (PG

70-22), the new Pay Item will also be eligible for AE and federal participation. The condition for eligibility is that the replacement Pay Item must be the same type of Work as the Pay Item being replaced.

- e. If new Work items are added to the Contract by CCO, and the Work items were not included in the original Contract, but the 00195.10 provisions are included in the Contract, the Work items being added by CCO will be eligible for AE if the Work items meet the minimum qualifiers and the Work will not be done in a short period of time. The new Work would be eligible for federal participation if all conditions are met, and could use either the existing base asphalt cement price (base price) or a new base price effective on the date of execution of the CCO, depending upon Project-specific circumstances.

Remember that AE is intended to adjust for the fluctuations in the asphalt cement price between the time the Work is Bid and when the Work is completed. When providing quotes for CCO Work, the Contractor essentially bids the Work at the time of the CCO. Assuming that the CCO Work will not be performed in a short time period, any AE that would apply to the CCO Work would need to start at the time the CCO is executed and stop when the CCO Work is completed.

The following changes to 00195.10 are not eligible for federal participation:

- a. If the original Contract does not include the 00195.10 AE provisions, and these provisions are later added to the Contract by CCO, none of the AE payments are eligible for federal participation. Alternate funding must be used for these payments.
- b. If an item of Work is typically eligible for AE, but is not listed in the Contract under 00195.10, the item of Work can be added to the Contract by CCO, but will not be eligible for federal participation. Alternate funding must be used to pay for any AE payments related to this item of Work.

Example: If the Pay Item “Recycling Agent” was included in the Schedule of Items, and the total estimated asphalt cement quantity for the Project met the minimum qualifier of 150 tons, but the Pay Item “Recycling Agent” did not get listed under 00195.10, it can be added to the Contract by CCO, but must be coded as non-participating and paid for with state or local funds.

If you have any questions regarding whether or not a change made to 00195.10 will be eligible for federal participation, or if you encounter a situation that does not exactly fit one of the scenarios

listed above, contact the Region Assurance Specialist (RAS), or the Contract Administration Unit for guidance before making the change.

2. 00195.11 – Fuel Cost Price Escalation/De-escalation (FE)

During Project development, the specification writer will determine if the fuel escalation/de-escalation (FE) program is applicable to the Project. This is done by determining if the Pay Items listed on the Fuel Escalation Worksheet meet the minimum qualifiers. If the individual Pay Items meet the individual minimum qualifiers, and if the total of all Pay Items meets the Project minimum qualifier of 25,100 gallons, then the FE provisions apply and the applicable Pay Items will be listed in Subsection 00195.11 of the Special Provisions.

Making Changes to Subsection 00195.11 After Contract Award:

Changes may be made to Subsection 00195.11 after the Contract has been awarded by CCO. However, these changes will be eligible for federal participation only under the following circumstances:

- a. If a fuel factor for any of the eligible Pay Items listed in 00195.11 is incorrect, the factor may be corrected by CCO only if the Contract contains the 00195.11 provisions. This correction would be eligible for federal participation. The current fuel factors are shown on the Fuel Escalation Worksheet.
- b. If an eligible Pay Item listed in 00195.11 does not match the Pay Item listed in the Schedule of Items, the Pay Item may be corrected by CCO and any FE payments made on this Pay Item would be eligible for federal participation.

Example: 00195.11 lists Level 3 ACP, but the schedule of items lists the Pay Item as Level 4 ACP. The CCO would correct the Pay Item in 00195.10 to Level 4 ACP.

- c. If an eligible Pay Item (Level 4 ACP), which was eligible for FE under 00195.11, is replaced via CCO by a similar Pay Item (Level 3 ACP), the new Pay Item will also be eligible for FE and federal participation. The condition for eligibility is that the replacement Pay Item must be the same type of Work as the Pay Item being replaced.
- d. If new Work items are added to the Contract by CCO, and the Work items were not included in the original Contract, but the 00195.11 provisions are included in the Contract, the Work items being added by CCO will be eligible for FE if the Work items meet the minimum qualifiers and the Work will

not be done in a short period of time. The new Work would be eligible for federal participation if all conditions are met, and could use either the existing base fuel price (base price) or a new base price effective on the date of execution of the CCO, depending upon Project-specific circumstances.

Remember that FE is intended to adjust for the fluctuations in the fuel price between the time the Work is bid and when the Work is completed. When providing quotes for CCO Work, the Contractor essentially bids the Work at the time of the CCO. Assuming that the CCO Work will not be performed in a short time period, any FE that would apply to the CCO Work would need to start at the time the CCO is executed and stop when the CCO Work is completed.

The following changes to 00195.11 are **not eligible** for federal participation:

- a. If the original Contract does not include the 00195.11 FE provisions, and these provisions are later added to the Contract by CCO, none of the FE payments are eligible for federal participation. Alternate funding must be used for these payments.
- b. If an item of Work is typically eligible for FE, but is not listed in the Contract under 00195.11, the item of Work can be added to the Contract by CCO, but will not be eligible for federal participation. Alternate funding must be used to pay for any FE payments related to this item of Work.

Example: If the Pay Item “General Excavation” was included in the Schedule of Items, and was also included on the Fuel Escalation Worksheet as an eligible Pay Item (meeting the minimum qualifiers), but did not get listed under 00195.11, it can be added to the Contract by CCO, but must be coded as non-participating and paid for with state or local funds.

If you have any questions regarding whether or not a change made to 00195.11 will be eligible for federal participation, or if you encounter a situation that does not exactly fit one of the scenarios listed above, contact the Region Assurance Specialist (RAS), or the Contract Administration Unit for guidance before making the change.

Some common errors that can occur during Project development but may not be identified until after the Contract is awarded include:

- A Pay Item is listed in 00195.11 but is not listed in the Schedule of Items. This typically occurs when an item of Work is included in the Project early in development, and is added to the list of Pay Items, but the Pay Item is deleted before the Project goes to Bid.
- There are three separate Pay Items for ACP (Level 2, Level 3 and Level 4), but only one Pay Item quantity is used to calculate the minimum qualifier on the Fuel Escalation Worksheet. If the single ACP Pay Item quantity is not sufficient to meet the minimum qualifier, all ACP Bid Items may incorrectly be excluded. The specification writer must total all three ACP Bid Items together to calculate if the ACP meets the minimum qualifier shown on the Fuel Escalation Worksheet.
- Incorrect fuel factors or the incorrect type of structure (pre-cast vs. cast-in-place) fuel factor being specified.

If at any time during the life of the Contract the RE identifies any Pay Items that are either not listed in Subsection 00195.11 of the Special Provisions, and either the Contractor or the RE feels the Pay Items should have been listed, or Pay Items are listed that the RE feels should not have been included, the RE must contact the specification writer to identify the reason the Pay Item was, or was not, included. The RE should request a copy of the Fuel Escalation Worksheet from the specification writer that was completed during Project development to assist in determining whether or not a Pay Item should, or should not, be included in 00195.11.

The RE will adjust the payment to the Contractor each month to reflect the changes in the cost of fuel, if the current monthly price differs more than 25% from the base fuel price (base price) published on the Agency website for the month immediately preceding the Bid Opening date:

<https://www.oregon.gov/ODOT/Business/Pages/Asphalt-Fuel-Price.aspx>

The FE process that the RE office will need to follow and the forms required to be used to make the monthly FE adjustments can be found on the Construction Section website at:

<https://www.oregon.gov/odot/Construction/Pages/Forms.aspx>

FE payments will be posted in CPS as an adjustment to the Contract, using the 6600A – 6600Z series.

3. 00195.12 – Steel Materials Price Escalation/De-escalation (SE)

During Project development, the specification writer will determine if the Project has any eligible steel escalation/de-escalation (SE) Pay Items. If there are eligible Pay Items, they will be listed in Subsection 00195.12 of the Special Provisions. If there are no eligible Pay Items, Subsection 00195.12(d) will state: "No Pay Items under this Contract qualify for the steel escalation/de-escalation program for this Project". The specification writer will use the steel escalation/de-escalation worksheet (Table of Steel Escalation) to identify which Pay Items will be listed in the Special Provisions.

The SE program is the only escalation/de-escalation program under which the Contractor may decline participation. The Contractor can choose to participate in the SE program by printing out the Steel Materials Pay Item list in 00195.12(d) of the Special Provisions, identifying which Pay Items they select for participation, signing, and submitting the list to the RE before or within seven Calendar Days after the Pre-construction Conference. SE can only be made on the Pay Items selected by the Contractor. The RE will need to keep a copy of the participation notice with the applicable Project records (6000 series adjustments), and submit a copy to the CAU.

If the Contractor elects to not participate in the SE program, this will need to be documented in one of the following ways:

- Contractor can notify the RE in writing of their choice to not participate in the SE program, or
- The RE can notify the Contractor in writing that the required participation information was not received within the time frame allowed, and that the SE program provisions in 00195.12 will not apply to the Contract.

The RAS will require the applicable documentation confirming participation (participation form).

The RE will adjust the payment to the Contractor each month to reflect the changes in the cost of steel Materials, if the current monthly price for steel Materials differs more than 10% from the base steel materials value (BV) published on the Agency website for the month of the Bid Opening:

<https://www.oregon.gov/odot/business/pages/steel.aspx>

The BV and the monthly steel materials value (MV) are posted on the Agency website after the numbers are considered final. Preliminary numbers may be referenced for six months or more before they are determined to be final. This means that SE adjustments

for Work completed in January are not made until the final numbers are posted in June (at the earliest), and will be posted on the July pay estimate. The Agency has no control over when the final numbers will be posted, so SE adjustments may not be reflected on payments to the Contractor for up to two months after the final values are posted. The Contractor is not eligible for interest on these delayed payments. [See 00195.12(b).]

The SE process that the RE office will need to follow and the forms required to be used to make the monthly SE adjustments can be found on the Construction Section website at:

<https://www.oregon.gov/odot/Construction/Pages/Forms.aspx>

SE payments will be posted in CPS as an adjustment to the Contract, using the 6800A – 6800Z series.

4. How Escalation/De-escalation Applies to Change Order Work

If the original Contract contains any of the escalation/de-escalation provisions (00195.10 – Asphalt, 00195.11 – Fuel, or 00195.12 – Steel), then any CCOs that affect any of the eligible Pay Items must also address the escalation/de-escalation in one of the following ways:

Scenario #1 – Increasing Original Bid Item Work: If the CCO is being written to increase the Pay Item quantity but does not modify the unit price of the Work, the original Contract base price and normal escalation/de-escalation would apply, regardless of when the Work identified in the CCO is actually performed.

Refer to Chapter 15 - Contract Change Orders/Force Account/Work by Public Forces, for guidance on completing the Change Order forms when addressing escalation/de-escalation.

Scenario #2 – Adding New Work [To be completed in a short time period]: If the CCO is written to add new Work with a modified unit price (i.e., additional or new paving at a different unit price than the original Pay Item), it is assumed that the unit price is a “current price” which includes any real escalation incurred between the time the Contract was bid and the time the CCO is executed. In this case, the CCO should state that NO ESCALATION applies to the Work covered by the CCO. This assumes the work identified in the CCO will be completed in a short time period.

Scenario #3 – Adding New Work [Work will not be completed in a short time period]: If the Work covered by the CCO will not be completed in a short period of time, then the CCO may need to include escalation/de-escalation with a new base price, which would be set at the month in which the CCO is executed.

Escalation/de-escalation is intended to adjust for the fluctuations in price between the time the Work is bid and when the Work is completed. When providing price quotes for CCO Work, the Contractor essentially bids the Work at the time of the CCO. Any escalation/de-escalation that applies to the CCO Work needs to start at the time the CCO is executed and stop when the CCO Work is completed.

Scenario #4 – Adjusting Lump Sum Pay Items: Adjustments to lump sum Pay Items can be made using either a 6000 series price adjustment or with a CCO. Refer to Section 12E-1 for guidance on determining which method to use. If a CCO is used to adjust a lump sum Pay Item (increase), then the original Contract Base Price and normal escalation would apply.

However, if the CCO is reducing a lump sum Pay Item at the direction of the RE, then the appropriate adjustment must also be made to any escalation/de-escalation applied to the lump sum Pay Item.

Scenario #5 – Adjusting Unit Priced Pay Items: In some cases, an adjustment to a unit priced Pay Item, which is eligible for escalation/de-escalation, will need to be made. In this case, the original Pay Item will need to be deleted, and a new Pay Item with the new unit price will need to be established. The original escalation/de-escalation provisions apply to the Work using the adjusted unit price.

NOTE: Under this scenario, if any escalation/de-escalation payments have been applied to the original Pay Item Work using the original unit price, these payments need to be deleted and reapplied using the adjusted unit price established in the CCO.

If all work on a structure has been identified in the Special Provisions as being eligible for fuel escalation, any CCO adding or modifying Work on that structure needs to include language addressing escalation. Clearly state in the CCO if the original language of the Contract still applies to the Work in the CCO, or from what date a new base price/value for the fuel escalation is being established, or if there will be no escalation for this CCO Work.

C. Fabrication Inspection Expense

As required by Subsection 00165.91, if the Agency is required to perform shop and/or plant inspection outside of the state, the cost of the inspection will be charged to the Contractor. The Agency will bear the cost of inspections performed within the state, and those portions of adjacent states within 50 airline miles of the Oregon border.

This inspection expense reimbursement applies to all fabricated items or manufactured Materials that are inspected by Agency personnel, including but not limited to:

- Structural steel fabrication
- Pre-stressed concrete members
- Signs
- Precast concrete

The RE will calculate the charges to the Contractor for fabrication inspection, and post them to the progress estimate under the 6000 series as an adjustment to the Contract. The RE must notify the Contractor that such adjustment will be made and the reasons for the adjustment. Provide sufficient documentation to clearly justify the adjustment and submit the documentation with the final quantity documentation.

D. Agency-Provided Weigh Technician

As provided for in Subsection 00190.20(g), the Agency will provide a weigh technician at the Contractor's expense if the Contractor provides vehicle weigh scales without a weigh technician. The hourly cost for the Agency-provided weigh technician will be listed in Subsection 00190.20(g) of the Special Provisions.

The RE will calculate the Agency's time performing the weigh technician duties, and post the charges to the progress estimate under the 6000 series as an adjustment to the Contract. The RE must notify the Contractor that such adjustment will be made and the reasons for the adjustment. Provide sufficient documentation to clearly justify the adjustment and submit the documentation with the final quantity documentation.

E. Right of Agency to Perform Work at Contractor's Expense

Subsection 00220.60(d) covers the Agency's right to perform Work at the Contractor's expense if the Contractor fails to provide adequate accommodations for traffic and to maintain the traveled ways and connections as provided for in the Contract.

The RE will calculate all Agency costs to perform the Work, including labor, Equipment and Materials, and post the charges to the progress estimate under the 6000 series as an adjustment to the Contract. The RE must notify the Contractor that such adjustment will be made and the reasons for the adjustment. Provide sufficient documentation to clearly justify the adjustment and submit the documentation with the final quantity documentation.

F. Additional Materials Testing Performed at Contractor's Request

Subsection 00165.04 states that when the Contract requires the Agency to perform testing, the testing will be at the Agency's expense. However, if the Contractor requests the Agency perform testing in excess of the limits stated in 00165.04, then the additional tests are at the Contractor's expense.

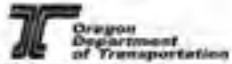
The RE will calculate all Agency costs to perform the extra testing, and post the charges to the progress estimate under the 6000 series as an adjustment to the Contract. The RE must notify the Contractor that such adjustment will be made and the reasons for the adjustment. Provide sufficient documentation to clearly justify the adjustment and submit the documentation with the final quantity documentation.

G. Liquidated Damages

As specified in Subsection 00180.85(b), the Contractor agrees to pay the Agency, not as a penalty but as liquidated damages, the amount specified in the Special Provisions for each Calendar Day the Contractor performs Work on the Contract in excess of the Contract Time or adjusted Contract Time.

If the Contract Time is expressed in Calendar Days (e.g., all Work completed within 90 Calendar Days), the RE will be required to issue Weekly Statement of Contract Time Charges, form 734-3483 each week beginning on the date specified in the Contract. If the Contract Time is expressed as a specified completion date (e.g., all Work completed by May 1, 2022), the RE is required to begin issuing Weekly Statement of Contract Time Charges beginning on the date the Contract Time or adjusted Contract Time expires. [Refer to Chapter 13 – Contract Time.]

The Weekly Statement of Contract Time Charges Form will act as the pay document for assessing the liquidated damages charged against the Contract. The liquidated damages will be posted to the progress estimate under the 6000 series as an adjustment to the Contract. The unit shown should be either "Day", or the unit specified in the Contract ("Hour", "Minute", etc.). Keep in mind that liquidated damages are always posted as a negative unit so that the adjustment is assessed against the Contract, and not shown as a payment to the Contractor. Contact the Construction Contracts Engineer for assistance calculating the final liquidated damages amount.



WEEKLY STATEMENT OF CONTRACT TIME CHARGES

PROJECT NAME (SECTION) US30: NW KITTRIDGE AVE TO NW BRIDGE AVE SEC.				CONTRACT NO. 15350	
ROADWAY LOWER COLUMBIA RIVER				F.A. PROJECT NO. S2102 (M60)	
CONTRACTOR NAME AND ADDRESS KERR CONTRACTORS DESIGN INC PO BOX 1000 WOODBURN, OR 97071				WEEK ENDING 26-Nov-2022	
				DATE MAILED TO CONTRACTOR 28-Nov-2022	
(180.50(h), 180.50(i)-(j), (180.50(k)-(l), etc.)		(180.50(h)(1))		(180.50(h))	
(180.50(h)(1))		(180.50(h))		(180.50(h))	
BEGINNING DATE OF TIME CHARGE		4/20/2022		REASONS FOR NOT CHARGING TIME	
DAY OF WEEK	DAY OF MONTH	PREVIOUS DATE & TIME			
SUN	20	Monday Sunny		1.0	N/A
MON	21	Tuesday Cloudy		1.0	N/A
TUE	22	Wednesday Scattered Showers		1.0	N/A
WED	23	Thursday Foggy		1.0	N/A
THU	24	Friday Foggy		1.0	N/A
FRI	25	Saturday Foggy		1.0	N/A
SAT	26	Sunday Cloudy		1.0	N/A
DAYS CHARGED THIS WEEK		1.0		NOTICE TO CONTRACTOR:	
DAYS CHARGED ON PREVIOUS STATEMENT		214.0		If you are in disagreement with the number of "Days Charged" This Week, you have 7 days after delivery of the statement to file written protest with the Project Manager, setting forth in detail the facts upon which the protest is based. Consultation 00160.10 in the contract specifications for additional information.	
REVISIONS OR ADJUSTMENTS (If any) (explain below)					
DAYS CHARGED TO END OF CURRENT WEEK		221.0			
LIMITING NUMBER OF CALENDAR DAYS		180.0			
DAYS REMAINING		-35.0			
FIXED DATE (Required Completion Date)					
EXCESS DAYS USED					
COMMENTS (INCLUDE CHARGES TO SPECIFIED COMPLETION) Liquidated Damages are being assessed in accordance with 00185.85(b)(1) - GAC = ((21.2% x C)/T) = ((0.212 x \$5,171,825.00)/262) = \$4,184.92/day; \$4,184.92 x 7 days = \$29,294.44 NOTE: Assessment of LD's has taken into account delayed (pending) issue resolution. The Agency reserves the right to withhold all LD's from future progress estimates.					
RESIDENT ENGINEER SIGNATURE <i>David M. Lipp</i>				DATE 11/28/2022	

DISTRIBUTION: CONTRACTOR'S HEADQUARTERS, CONTRACTOR'S PROJECT OFFICE, REGIONAL AND CONSTRUCTION

(FORM) 11-2-0208

H. Incentive/Disincentive (Early Completion)

Some Contracts may have provisions included covering incentive/disincentive, or early completion. These provisions will be included as Section 00198. The RE will need to follow the provision requirements for determining incentive/disincentive payments. Contact the RAS or the CAU for assistance in calculating or posting adjustments for incentive/disincentive.

I. Lane Closures

Some Contracts may include provisions for lane closure, lane rental or total closures. These provisions will be included in Section 00220 of the Special Provisions. The RE will need to follow the provision requirements for determining charges against the Contract for the various types of lane closures. Contact the RAS or the CAU for assistance in calculating or posting adjustments for lane closures. Also see the [Closure and Delay Liquidated Damages Calculator](#) tool.

J. Railroad Protective Services (Flagging)

The Agency generally must pay the cost of Railroad protective services or devices.

Provisions for paying for Railroad flagging will be covered by Subsection 00170.01(e) of the Contract and will specify the maximum time (hours) or dollar amount the Agency will pay for Railroad protective services. This section will also identify the per hour dollar amount the Contractor will be charged for any flagging hours required in excess of the hours listed in 00170.01(e). An example of 00170.01(e) language is as follows:

If the RE determines the Contractor is responsible for flagger services costs in excess of the hours shown in the Contract, a 6000 series negative price adjustment will need to be processed.

When railway flagger services are required, the Agency will pay the flagger services' costs up to a total of 20 hours. If this value is exceeded and additional flagging services are needed, the Contractor shall pay the Agency an amount of \$100 per hour for each hour in excess of the total value identified above.

12E-3 Review Procedure

The RE must have one person prepare or calculate the adjustment to a lump sum Pay Item, or other adjustment items, and have a second, different person review the adjustment calculations.

The RAS will review and sign off on all adjustment calculations/payments as part of the periodic Project documentation review process.

Refer to Chapter 37 - Submittal of Final Project Documentation for guidance in submitting adjustment documentation at the completion of the Project.



CHAPTER 12F

MATERIALS STORED OR ON-HAND

The Resident Engineer (RE) may authorize advance payment for Materials that are stored or on-hand if the total value of Materials exceeds \$1,000, or if the value of a single class of Material exceeds \$500, and if the other conditions of Section 00195.60 are satisfied. The RE must assure that the following requirements have been fulfilled before payment is initiated for the Material.

The requirements of Section 00195.60 include:

- The Contractor has made a written request for advance allowance for Material(s).
- The request must be received by the RE at least five (5) Calendar Days prior to the pay period cutoff date.
- The request is accompanied by written consent of the Contractor's surety. (Normally, the RE will only require the written consent of the Contractor's surety when the Contractor may be experiencing financial difficulties.)
- The Contractor must submit an invoice for purchased goods or a justification of its costs for Material produced specifically for the Project.

- The Material must be acceptably stored. Materials can only be stored outside the State of Oregon when it is allowed by the Special Provisions or authorized in writing by the Engineer.
- If the Material is not on property owned by the Agency, the Contractor must furnish the Agency with a permit of entry from the owner of the property, which will continue for at least six (6) months after the completion of the Project.

12F-1 Permit of Entry

The permit of entry must contain information similar to the following:

Permission is hereby granted to the State of Oregon to enter upon the property described herein that continues for a period of not less than six (6) months after the completion of (Project name) for the purpose of removing Materials for which advance Materials on-hand payment may be made to (Contractor's name). The property is owned by (Owner's name) and is described as follows: (Address and/or Description of Property).

(Include signature(s) and date(s) for owner and lessee or purchaser, and, if appropriate, attach a copy of a warehouse receipt or contract for storage.)

12F-2 Eligibility for Advanced Allowance

To be eligible for advance payment of Materials stored on-hand:

- The Material must meet the requirements of the contract and the required test results, certifications and other supporting quality documents are on file with the RE.
- The RE must not make Materials on-hand payment unless the Materials are in "close conformance" with Contract requirements or have been approved for use with an appropriate adjustment in price. (See Section 00150.25.)
- The Material is in a form ready for installation. FHWA has made an exception to partial payment of stockpiled steel plates and shapes received at the fabrication shop but not yet fabricated. The following is a link to an FHWA memo from David H. Densmore regarding this limited exception to these steel Materials not yet in their final form:

<https://www.fhwa.dot.gov/bridge/steelppt.cfm>

- The Material is clearly marked and identified as being specifically fabricated, produced, and reserved for use on the Project.

- If requested by the RE, the Contractor shall provide proof of payment if the Material is from another entity. Proof of payment must be provided within 30 days of the date of the progress estimate on which the payment is made for the Material on-hand. If the Contractor does not provide proof of payment when requested, the RE must rescind payment.

The RE must inspect the Material, if needed, to assure proper quality and identification of the Material. The RE must also measure the Material, as appropriate, to verify the quantity of Material on-hand.

The RE should verify the estimated quantity needed to perform the Project Work. The RE must not pay for any quantity of Material on-hand greater than the amount needed to complete the remaining Project Work.

The allowance to be paid for Material on-hand must not exceed the net cost to the Contractor for the Material. The allowance may be based on invoices from the Supplier, or for Material produced on the Project, upon cost calculations verified by the RE.

The RE must retain enough of the bid item price, beyond the payment for Material on-hand, to cover the remaining costs of incorporating the Material into the Project. This can be troublesome if the Material has escalated in price or the bid price does not reflect the true cost of the Work. In all cases, the RE must prorate the Materials on-hand payment to retain enough money for the installation.

Pay Note
(Project Work Record)

Project Information

US20: Geary St. To Waverly Dr. Albany (Sec.)		CON04468	011	04	01	15323
Project Name		EA	Subjob	Estimate	Pay Note	Contract
TRAFFIC SIGNAL INSTALLATION, WAVERLY ST.		7066	Steven Schultz		Chris Weigle 43924	
Item Description		Bid/Pay Item	Resident Engineer		Prepared by	

Method of Quality Assurance

Quality Documentation*		F - Field Inspection Report (FIR)					QPL	
<input type="checkbox"/> E	<input type="checkbox"/> O	New*	Previous	Estimate	Pay Note	Link (opt.)	<input checked="" type="checkbox"/> No QPL	
<input type="checkbox"/> L (Report #) _____	<input type="checkbox"/> BG	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	<input type="checkbox"/> QPL - Approved	
<input type="checkbox"/> I (Report #) _____	<input type="checkbox"/> R	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	<input type="checkbox"/> QPL - Qualified	
<input type="checkbox"/> W	<input type="checkbox"/> P/R	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	QPL # _____	
<input type="checkbox"/> P	<input type="checkbox"/> Q	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	QPL # _____	
<input type="checkbox"/> M	<input type="checkbox"/> T	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	QPL # _____	
<input type="checkbox"/> Small Quantity	<input type="checkbox"/> Field Tested Material	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	QPL # _____	

*Click on letters for definitions.

*Enter on New Field Inspection Information page below.

Future QPL # _____

Quantity Data

Previous Quantity	0.000	LS	<input type="checkbox"/> Remeasurement	20220720
Quantity This Note	100.000 (+ or -)	Unit	<input type="checkbox"/> Measured in Place Method	Installation Date
Total Quantity to Date	100.000		<input type="checkbox"/> Partial Payment	Item Completion Date
Calculations and/or Remarks			<input type="checkbox"/> Material on Hand (see Material on Hand page below)	

[illegible]☒ No Quality Documentation Required ☐ Photos Attached ☐ Illustration Attached

Reviewed by

		Len Saltekoff	07/27/2022
Quality Checked by _____	Date _____	Quantity Checked by _____	Date _____



Pay Note (Materials on Hand)
(Project Work Record)

US20: Geary St. To Waverly Dr. Albany (Sec.) 7066 04 01 15323
Project Name Bid/Pay Item Estimate Pay Note Contract

Material Request Information

Crescent Electric ☒ Request Letter from Prime Contractor ☒ Itemized Invoice
Supplier
Fouch BMCL Signal Cabinet BI0660 S509739201.003
Type(s) of Material MOH Pay Item Invoice #
Quantity Requested 1.00 Unit LS Price \$14,750.00 Amount \$14,750.00 Shipping included? ☐ Yes ☒ No
Material on Project ☐ Yes ☒ No (if no, list material location) 34531 Hwy58 97405-9665 Permit of Entry ☒ Yes ☐ No

Inspection Information

Quantity Inspected 1.00 Location Inspected Lantz Electric, 34531 Hwy58, Eugene OR 97405-9665
☒ Acceptably stored and marked for the project 00195.60a2 Willie Sutton 49711 20220726
Inspector Name Cert. # Date Inspected

Inspector Notes

Material Request Information

KAR-GOR, INC. dba CT NORTHWEST ☒ Request Letter from Prime Contractor ☒ Itemized Invoice
Supplier
Detection Eq, Cables and Power supply BI0660 KI042208
Type(s) of Material MOH Pay Item Invoice #
Quantity Requested 1.00 Unit LS Price \$20,256.44 Amount \$20,256.44 Shipping included? ☐ Yes ☒ No
Material on Project ☐ Yes ☒ No (if no, list material location) 34531 Hwy58 97405-9665 Permit of Entry ☒ Yes ☐ No

Inspection Information

Quantity Inspected 1.00 Location Inspected Lantz Electric, 34531 Hwy58, Eugene OR 97405-9665
☒ Acceptably stored and marked for the project 00195.60a2 Willie Sutton 49711 20220726
Inspector Name Cert. # Date Inspected

Inspector Notes

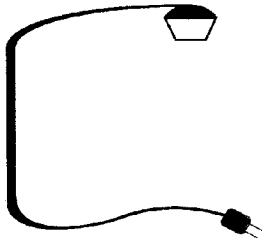
Material Request Information

☐ Request Letter from Prime Contractor ☐ Itemized Invoice
Supplier
Type(s) of Material MOH Pay Item Invoice #
Quantity Requested Unit LS Price Amount \$0.00 Shipping included? ☐ Yes ☐ No
Material on Project ☐ Yes ☐ No (if no, list material location) Permit of Entry ☐ Yes ☐ No

Inspection Information

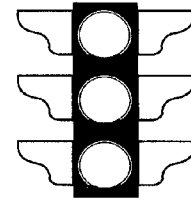
Quantity Inspected Location Inspected
☐ Acceptably stored and marked for the project 00195.60a2
Inspector Name Cert. # Date Inspected

Inspector Notes



Lantz Electric Inc
Electrical Contractors

34531 Highway 58 • Eugene, OR 97405
541-726-0659 Fax 541-741-3447
CCB# 204082



July 20, 2022

ODOT
3930 Fairview Industrial Drive SE
Salem, OR 97302

RE: US20: Geary St to Waverly DR (Albany)
Material on Hand Request

We are requesting advance allowance for materials on hand in the amount of \$35,006.44. The material is being stored at our shop at 34531 Highway 58, Eugene, OR 97405. ODOT has permission to enter and remove materials for six months after completion of project.

Thank you,

Tiffany Lantz-Halbrook
Office Manager

Vendor	Invoice Number	Invoice Amount	Description
Crescent Electric	S509739201.003	\$ 14,750.00	Service Cabinet
KarGor	KI042208	\$ 20,256.44	FLIR Cameras
		\$ 35,006.44	

**KAR-GOR, INC. dba
CT NORTHWEST**

503-315-9913 FAX
PO BOX 5948
SALEM, OREGON 97304

Invoice

DATE	INVOICE #
4/15/22	K1042208

BILL TO
LANTZ EL. LANTZ ELECTRIC, INC. 34531 HWY 58 EUGENE, OR 97405

SHIP TO
LANTZ ELECTRIC PO# 2460-01 34531 HWY 58 EUGENE, OR 97405

P.O. NO.	TERMS	DUE DATE	REP	SHIP VIA	FOB
2460-01	NET 30	5/15/22	CMF	UPS Ground	Origin
QTY	DESCRIPTION			UNIT PRICE	AMOUNT
1	VIDEO DETECTION SYSTEM - CAMERA AND DETECTION EQUIPMENT - ODOT SANTIAM HIGHWAY (US20) & WAVERLY DRIVE			20,256.44	20,256.44
1	6803D K-1000 - 1000' ROLL 18/3 STR UNSHLD VNTC 600V BLUE/WHITE AND GREEN CC				
4	7250-2690 - TRAFISENSE 2 690 W/SUNSHIELD SN(s): 476103; 476104; 471417; 471418;				
1	7250-186 - TI BPL2 EDGE WITH BIU & SIU INTERFACE 10-7018 SN(s): 446926;				
1	2340-117 - SDLC CABLE				
1	2285-411 - 48VDC POWER SUPPLY ASSY				
1	2285-194 - PHOENIX TERMINAL BLOCK ASSY 4 - POSITION SDLC PANEL WITH 4 PLUG AND 0 CABLES - SDLC PANEL WITH 4 - PLUG AND 0 CABLES - SHIPPED SEPARATELY				
1	SIRE SETUP				
	UPS TRACKING #1Z3459540363209960 1Z3459540363697773 1Z3459540363913181 1Z3459540362152193				
Terms are Net 30 Days. An interest charge of 1.5% may be assessed on accounts unpaid after 30 days.				Total	\$20,256.44

MAKE ALL CHECKS PAYABLE TO:
KAR-GOR, INC. dba CT Northwest
P.O. BOX 5948
SALEM, OREGON 97304



PO BOX 500
EAST DUBUQUE, IL 61025-4418

FOR BILLING QUESTIONS, PLEASE CALL 503-222-4000

INVOICE

INVOICE DATE	CUSTOMER NO.	INVOICE NO.
05/02/22	443290	S509739201.003
BRANCH		BRANCH NO.
CRESCENT PORTLAND, OR		B148
JOB NAME		PAGE NO.
US20 GEARY TO WAVERLY		1 of 1

SOLD TO: 61147

LANTZ ELECTRIC INC
34531 HIGHWAY 58
EUGENE, OR 97405-9665

SHIP TO: 443290

LANELE- US20 GEARY TO WAVERLY
US20 WAVERLY
ALBANY, OR 97321

ORDERED BY		CUST PO	ORDER DATE	REFERENCE	
		2460-03	11/10/21		
ORDER WRITER		SHIP VIA	SHIP DATE	ACCOUNT MANAGER	
TERESA A KNOPS		BEST WAY	05/02/22	KELLY G SMITH	
ORDER QTY	SHIP QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
1 ea	1 ea	FOUCH BMCL		\$14,750.0000/ea	\$14,750.00
INVOICE DUE		MERCHANDISE TOTAL	TOTAL S&H	TOTAL TAX	TOTAL AMOUNT
06/30/22		\$14,750.00	\$0.00	\$0.00	\$14,750.00



PLEASE DETACH AND RETURN WITH PAYMENT EXCEPT WHEN PAYING BY STATEMENT.
A SERVICE CHARGE WILL BE ASSESSED ON AMOUNTS OVER 30 DAYS PAST DUE.



SOLD TO:

LANTZ ELECTRIC INC
34531 HIGHWAY 58
EUGENE, OR 97405-9665

PLEASE REMIT PAYMENT TO:
CRESCENT ELECTRIC SUPPLY CO
PO BOX 500
EAST DUBUQUE, IL 61025-4418

INVOICE NUMBER	S509739201.003
CUSTOMER NUMBER	443290
INVOICE DATE	05/02/22
DUE DATE	06/30/22
SUBTOTAL	\$14,750.00
SHIPPING & HANDLING	\$0.00
TAX	\$0.00
INVOICE TOTAL	\$14,750.00

CHECK # _____ \$ _____

Standard Terms and Conditions apply to sale. Terms and Conditions may be viewed at <http://www.cesco.com/tc>

Unless specifically provided in the Contract, payment for Materials on-hand is not included when determining the percentage of Work items completed when computing payment for "Mobilization." (See Section 00210.)

Enter, or make changes in, payment for Materials on-hand in the 7000 series of the Contract Payment System, including a reference to the Pay Item. [Refer to Chapter 25 - Payments to Contractors/Retainage and the Contract Payment System User Guide.]

12F-3 Reclaimed Asphalt Concrete Pavement (RAP)

On eligible projects, the RE may authorize advance payment for Reclaimed Asphalt Concrete Pavement (RAP). To be eligible for advance payment of RAP Materials stored or on-hand, the requirements of Section 00195.60 will still apply, as described above.

For questions, contact the Pavements Unit.



CHAPTER 12G

EXTRA WORK PERFORMED ON A FORCE ACCOUNT BASIS

Only Work not included in the Contract as Awarded but deemed to be necessary to complete the Project by the Resident Engineer (RE) will be paid as Extra Work. (See 00140.60.) Extra Work Orders (EWOs) are used to performed Work on a Force Account Basis. They are used to equitably and uniformly compensate the Contractor for Extra Work when a negotiated price cannot be reached.

When the Agency orders Extra Work to be performed on a Force Account basis, the Agency is assuming control for the portion of Work governed by the EWO. The Agency will make the determination regarding what Equipment shall be used, what manpower is necessary, and the Work methods to be used to perform the Work (i.e., whether or not overtime is necessary to accomplish the Work). The Agency assumes control of, and responsibility for, all the portions of Work to be accomplished under the EWO.

The following steps must be followed to perform Extra Work on a Force Account basis:

1. The Resident Engineer (RE) needs to make the determination that Extra Work is necessary.
2. The RE must discuss the Extra Work with the Contractor, define the scope of Work, determine the time of performance of the Extra Work, and the means and methods for completing the Extra Work.

3. The RE must attempt to negotiate a Contract Change Order (CCO) with the Contractor to perform the Extra Work. If the RE is unable to successfully negotiate a CCO, the Extra Work will be completed on a Force Account basis.
4. Before the Extra Work to be performed on a Force Account Basis can begin, the RE must:
 - a. Prepare and obtain approval of an Extra Work Order (EWO).
 - b. Provide the Contractor with a written order to begin the Extra Work.
 - c. Reach agreement with the Contractor on when, how, and with what Equipment and labor the Extra Work will be completed.
5. For each day on which Extra Work is performed, the Agency (typically the Inspector) will complete a Daily Force Account Record (DFAR), form 734-3428.
 - a. Both the Inspector and the Contractor's representative must sign the completed DFAR at the end of the day. These signatures indicate agreement on the accuracy and completeness of the information recorded on the DFAR.
 - b. If there is any disagreement regarding the information recorded on the DFAR, and the disagreement cannot be resolved the same day, the Extra Work must stop until the RE and the Contractor resolve the disagreement. Do not proceed with Extra Work without daily agreement on the DFAR.
6. On a monthly basis, the Contractor will send its Force Account Work Invoice, along with the required supporting documentation, to the RE.
7. The RE will date stamp the invoice upon receipt. If the invoice is received on or before the 15th of the month, the RE will enter the amount due, as determined by the RE, on the progress estimate for the Work completed that month. If the invoice is received after the 15th of the month, the amount the RE determines to be due will be added to the pay estimate for the following month.
8. The RE will process the invoice according to the Steps for Reviewing Force Account Invoices in the Resident Engineers Office guide in Section 12G-8. Once the RE has completed a review of the invoice, it will be submitted to the Contract Administration Unit (CAU) for final review and processing.

12G-1 Background

Force Account Work is addressed in Section 00197. The RE must become familiar with the language in this Section.

Before ordering the Force Account Work, the RE will need to discuss the Work with the Contractor and seek the Contractor's input and advice on the manner and methods required to perform the Work.

In ordering the Extra Work, and in directing the Force Account Work, the RE should only give direction through the Contractor's superintendent or supervisor assigned to the Work. The RE should not give direction directly to any of the Contractor's employees, but should only answer questions or provide clarification requested by the employees.

If Force Account or added, or Changed Work will modify the Work of any subcontract, the Contractor must submit an amended subcontract for RE review and approval. [Refer to Chapter 14 – Subcontracts.]

Force Account procedures should only be used as a last resort when agreement cannot be reached on the price of a new Work item, or when the extent of the Work is unknown or of such character that a price cannot be determined to a reasonable degree of accuracy. The RE must develop an independent scope, schedule and estimate and track the Work.

At the time an EWO is written, the RE will prepare a cost estimate using Cost Estimate form 734-1877.

The Force Account Invoice for Labor – Actual Cost Calculation, form 734-1863 will be used for Labor cost estimates.

12G-2 Definitions

The following definitions are taken from FHWA 23 CFR 635.102:

Force Account – A basis of payment for the direct performance of Highway construction Work with payment based on the actual cost of labor, Equipment and Materials furnished and consideration for overhead and profit.

Per Diem – A daily allowance for expense generally prescribed by a labor contract. When reimbursement for Per Diem is requested, the Agency must obtain a copy of the labor contract which describes how the Contractor is paying Per Diem. Per Diem costs will be paid on an actual cost basis for the Force Account Work according to Subsection 00197.30(a-1) and (a-2), if the Per Diem is paid to workers for similar Pay Item Work.

Subsistence – Reimbursement for actual costs of invoiced and receipted expenses incurred as the direct result of the Force Account Work and must be agreed to in advance. Subsistence is not reimbursed under the Standard Calculation method, as described in Subsection 00197.30(a).

Standby Equipment Rates – The Contractor continues to incur certain ownership costs when Equipment is required to be on standby. The use of a standby rate is appropriate when Equipment has been ordered to be

available for Force Account Work, but is idle for reasons which are not the fault of the Contractor. While an industry standard does not exist for standby rates, it has been the normal practice of the courts to reduce published ownership rental rates by 50 percent for standby rate usage. Therefore, FHWA will accept the use of 50 percent of the ownership rental rates of an approved guide as the standby rate in lieu of a Contractor's actual standby costs. There should be no operating costs included in the rate used, and standby time should not exceed eight hours per day, 40 hours per week, or the annual usage hours as established by the rate guide.

Base Hourly Wage – Interpreted to mean wages, regular hours and overtime hours calculated to one and one-half times the regular wage. For the purposes of the Standard Calculation, regular and overtime wages will be calculated at two times the actual hourly wage (excluding fringe benefits, vacation, taxes, insurance, and markups, plus all other direct or indirect costs including subsistence). [See Subsection 00197.30(a).]

Class Code – The National Council on Compensation Insurance (NCCI) four digit code corresponding to each classification determined for the insured. The classification codes describe the business of the insured rather than the occupation of the employee.

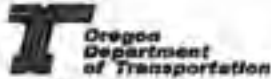
Experience Modification Factor – A factor calculated by NCCI from actual case loss experience to adjust an insured's annual premiums (up or down) based on the insured's loss experience relative to the average underlying annual premiums. It compares the insured's experience to the average class experience.

12G-3 Process

The following process and documentation is required when the RE orders the Contractor to perform Extra Work on a Force Account Basis:

A. STEP 1 – The RE must prepare an Extra Work Order, form 734-3208. This form will formalize the proper approvals, defines the Work to be done by the Contractor, and identifies the EWO number to use on billings. If the Extra Work must be started prior to issuing the EWO, the RE must issue a written order to the Contractor to allow the Work to start. The written order must include the following:

1. A description of the Work, the location, and when the Work must be accomplished.
2. A statement identifying that the Work will be performed on a Force Account basis and notifying the Contractor of the EWO number to use on billings.



EXTRA WORK ORDER TO BE PERFORMED ON A FORCE ACCOUNT BASIS

NOTICE: THIS FORM MUST BE TYPEWRITTEN

PROJECT NAME (SECTION) I-84: Graham Road Bridges		KEY NO. 19753	REVISION 1	CONTRACT NO. 15110
ROADWAY Columbia River	PROJECT MANAGER Chris Aguon	AGENCY PM		F.A. PROJECT NO. S002(222)
CONTRACTOR NAME AND MAILING ADDRESS Carter & Company Inc. 5050 36th Ave. SE Salem, Oregon 97317		FIRM (CONSULTANT OR LOCAL AGENCY) NAME AND ADDRESS		EWO NO. 01
				SUBJOB 011

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

Added work to potholes for existing utilities as Directed by the Engineer.

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

ESTIMATE OF QUANTITIES AND COSTS

Labor = \$3,198

Equipment = \$1,185

Total = \$4,380

EWO #	REASON CODE	WORK TYPE	STATUS (P/R)	PM INITIALS	DESCRIPTION	ESTIMATED AMOUNT
EWO 301	21	C	I	I	Locate Existing Utilities	\$4,380.00

SPECIFICATIONS AND OTHER PROVISIONS

RECOMMENDED BY LOCAL AGENCY	DATE	AGENCY PM (GOOT OR N)	<input type="checkbox"/> RECOMMENDED <input type="checkbox"/> APPROVED	DATE
Print _____		Print _____		
Sign _____		Sign _____		
RECOMMENDED BY PM (IF EXTERNAL TO GOOT)	DATE	AREA MANAGER	<input type="checkbox"/> NOTED <input type="checkbox"/> RECOMMENDED <input type="checkbox"/> APPROVED	DATE
Print _____		Print _____		
Sign _____		Sign _____		
		CONSTRUCTION SECTION	<input type="checkbox"/> NOTED <input type="checkbox"/> APPROVED	DATE



WORK OR CHANGE ORDER SUPPORTING DATA (Page 1)

PROJECT NAME (SECTION) I-64, Graham Road Bridges				CONTRACT NO. 15310	
HIGHWAY Columbia River			F.A. PROJECT NO. S002(222)		
NET EFFECT OF ORDER ON PROJECT <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease		AMOUNT \$4,380.00	CONSTRUCTION AUTH. \$16,230,368.00	EST. PROJECT COST WITHOUT ORDER \$16,234,780.00	OVERLAP % 0.03%
ESTIMATED STARTING DATE 2/12/2019		OR DATE WORK WAS STARTED	WORK/CHANGE IS MAJOR? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		TO ACCOMPANY (ORDER TYPE & NUMBER) EWO 01
PREPARED BY Wayne Normand		DATE 2/11/2019	REVIEWED BY AREA MANAGER		
WORK OR CHANGE HAS BEEN DISCUSSED WITH:					
Name	Title	Name	Title	DATE	
Wayne Normand	Asst. Project Manager	BY Colby Fleck	Carter & Co. PM	2/8/2019	
Name	Title	Name	Title	DATE	
		BY			
Name	Title	Name	Title	DATE	
		BY			
Name	Title	Name	Title	DATE	
		BY			
PRIOR APPROVAL TO PROCEED WITH THE WORK OR CHANGE HAS BEEN OBTAINED FROM:					
Name	Title	Name	Title	DATE	
		BY			
Name	Title	Name	Title	DATE	
		BY			
Name	Title	Name	Title	DATE	
		BY			
WORK OR CHANGE HAS BEEN DISCUSSED WITH FHWA:					
Name	Title	Name	Title	DATE	
		BY			
FHWA TENTATIVE APPROVAL OBTAINED FROM:					
Name	Title	Name	Title	DATE	
		BY			
FOR CONTRACT CHANGE ORDERS THAT CHANGE A CONTRACT PRICE OR DETERMINE A NEW PRICE – PM's COST ESTIMATE IS ATTACHED:					
<p>ADDITIONAL INFORMATION THAT IS NOT INCLUDED ON ORDER (Additional Description, Work required, Why necessary, Why cost is not a contractor responsibility, Parties other than State or FHWA that have agreed to share the costs, Emergency work prior to approval, Estimate added on project time, Significant discussions, References to supporting and/or related documents, including cost estimates for "Extra Work Orders" and "Force Orders", Why contractor releases or signs. List all preliminary approved items.)</p> <p>All utility relocation was to be completed before the start of construction on the project. When our contractor was about to start the existing Frontier Fiber line was still in place where Carter & Company wanted to start install their bridge shoring. It was decided to locate the existing fiber line to see if the shoring pile could be installed near the fiber conduit. This EWO is to locate the existing as Fiber and Gas utilities at approximately 5 locations as directed by the Engineer. Work includes traffic control, equipment and labor to locate and expose existing utilities as directed.</p>					

TD-1982 (1-2011)

*EXCEPT IN EMERGENCY SITUATIONS, THE WORK OR CHANGE MAY NOT PROCEED WITHOUT PROPER PRIOR APPROVAL(S)

- B. STEP 2** - A Cost Estimate, form 734-1877 shall be prepared by the RE.

EWO #1



COST ESTIMATE

(Form 734-1877, 1/92) (Rev. 1/92)

Prepared by: Wayne Nimsrud		Project: I-541 Oregan Road Bridge		Contract No.: 15110	
Reviewed by:		County: Mult		Date: Feb 2018	
Location of Work: Lafayette		CHECK BOX IF SUBCONTRACTED <input type="checkbox"/>			

ITEM DESCRIPTION	Unit	Materials, Equipment, and Special Services			Labor		
		Quantity	Unit Price	Amount	Quantity	Unit Price	Amount
1 Operator (G)	hr				16	\$65.00	\$1,040.00
2 Laborer (Z)	hr				24	\$55.00	\$1,320.00
3 Superintendent	hr				4	\$55.00	\$220.00
4							
5							
6							
7							
8							
9 Van Truck	hr	8.5	\$75.00	\$637.50			
10 Pickup Trucks (G)	hr	12	\$25.00	\$300.00			
11							
12							
ATTACHMENTS:							
<input type="checkbox"/> BASE OPERATIONAL FORM 734-1877		Equipment	A	\$1,012.50	Subcontract	B	\$2,025.00
<input type="checkbox"/> OTHER (EXPLAIN BELOW)		Material	C	\$172.15 (\$4229)	Subcontract	D	\$576.40
		Total (A+C)	E	\$1,184.65 Total (B+D)	F	\$2,601.40	
SUBCONTRACTOR <input type="checkbox"/> NO				TOTAL MATERIAL, EQUIPMENT, SPECIAL SERVICES, LABOR ALLOWANCE AND SUBCONTRACTS (B+C+F)		\$4,202.80	

Customer used his Van truck to make various trips to different locations. The EWO includes

- C. STEP 3** – For each day on which Extra Work is performed under the EWO, the Inspector must complete a Daily Force Account Record (DFAR), form 734-3428. The DFAR must list all labor, Equipment, Materials, and other resources used for each day's Work on the EWO. Never request or allow the Contractor to complete the DFAR. Only list overtime hours ordered by the RE. The Inspector and the Contractor's representative must both sign the sheet daily, indicating agreement with the information shown on the DFAR. If both parties are unable to agree on any items listed on the DFAR, the RE and Contractor must resolve the issue(s) promptly.

The RE may also modify the DFAR form and use it to record information for any disputed items. [Refer to Chapter 27 – Disagreements, Disputes and Claims.]

DAILY FORCE ACCOUNT RECORD

CONTRACTOR: **CHUCK & CO** PROJECT NAME: **2-21-2010 101-10101-001** CONTRACT NO.: **10110**

JOB CONTRACTOR: **CHUCK & CO** ADDRESS: **101-10101-001** COUNTY: **101-10101-001** ZONE: **101-10101-001** DATE OF WORK: **2-21-10**

DESCRIPTION OF WORK: **CONCRETE WORK (CONCRETE)**

ISSUES: **CONCRETE WORK (CONCRETE)**

NAME	CRAFT GROUP NO.	HOURS		DESCRIPTION	QUANTITY	UNIT
		ST	OT			
JOHN DOE (CONCRETE)	101-10101-001	9.0		CONCRETE WORK (CONCRETE)		
JANE SMITH (CONCRETE)	101-10101-001	8.0		CONCRETE WORK (CONCRETE)		
JOE BROWN (CONCRETE)	101-10101-001	4.0		CONCRETE WORK (CONCRETE)		
JOHN DOE (CONCRETE)	101-10101-001	10.0		CONCRETE WORK (CONCRETE)		
JANE SMITH (CONCRETE)	101-10101-001	4.0		CONCRETE WORK (CONCRETE)		
JOE BROWN (CONCRETE)	101-10101-001	5.5		CONCRETE WORK (CONCRETE)		

DO NOT LIST "ALL" "LUMP SUM" OR "PER ATTACHED INVOICE"

CONTRACTOR	TYPE OF EQUIPMENT	MANUFACTURER	MODEL NO.	YEAR ACQUISITION	AGE	STATUS	REMARKS/NOTES	DATE ATTACHED	QUANTITY	UNIT
CHUCK & CO	CONCRETE PUMP	CONCRETE	CONCRETE	2007	3	Y		CONCRETE	1	Y
CHUCK & CO	CONCRETE PUMP	CONCRETE	CONCRETE	2007	3	Y		CONCRETE	1	Y
CHUCK & CO	CONCRETE PUMP	CONCRETE	CONCRETE	2007	3	Y		CONCRETE	1	Y

SEE THE INSTRUCTIONS ON THE COVER. The Daily Force Account Record is prepared by the Contractor and signed by the Contractor's Representative. It is the Contractor's responsibility to ensure that the information is accurate and complete. The Contractor's Representative must sign and date the record at the end of each day of work.

PROJECT MANAGER: **CHUCK & CO**

- 1. Labor Section of the DFAR** – Record the first and last names of each employee working on the EWO, as well as the employee's craft and group or grade level within that craft. Record the daily hours worked by each employee. The more details recorded will assist in checking Force Account billings, as you will need to check the DFAR information against the Contractor's certified payrolls.

Pay for only one level of supervision on the EWO. Do not pay for additional supervisors or Contractor administrative staff on the EWO. However, if more than one crew is involved in the Work, it may be appropriate to pay for two different supervisors. If this is the case, make a note on the DFAR to document the circumstance.

A supervisor may be paid less than a craft person only if the supervisor is performing supervisory duties at least 80% of the time. Otherwise, the supervisor must be paid at least as much as the craft the supervisor is performing.

The Agency may pay for travel and subsistence only if it can be documented that the Contractor pays those same expenses for other similar Work on the Project. The RE and Contractor must agree on this prior to the start of the EWO Work. Rates should be reasonable. Rates paid to Agency employees for travel and subsistence are generally considered to be reasonable.

2. Equipment Section of the DFAR – Record each piece of Equipment, with identification, that is used for the EWO Work. For Equipment owned by the Contractor, record the Equipment type, model, year of manufacture, and type of attachments. This information is needed to determine the proper rental rate for the Equipment. Other information needed to determine the proper rental rates may include:

- Type of fuel (gasoline, diesel, etc.)
- Two or four wheel drive
- Cab type (regular, crew, etc.)
- Horsepower rating\
- Speed (RPM, CFM, etc.)
- Weight or capacity rating
- ROPS or EROPS (Rollover or enclosed rollover protection)
- Number of axels
- For Low-boys, is it a tilt-deck gooseneck, fixed gooseneck, or folding gooseneck

If the Contractor has rented the Equipment from an entity other than its own organization, note this on the DFAR. The Agency will pay the cost determined from the invoice submitted with the Contractor's billing. Also refer to Section 12G-5 – Force Account Invoice for Equipment and Materials.

If a piece of Equipment has multiple attachments, and the attachments are not considered "standard Equipment", the Agency will only pay for the attachment with the higher rental rate, provided the attachment is needed for the EWO Work.

The Agency will not pay for rental of small tools that have a daily rate of less than \$5 or for Equipment that has a fair market value of \$400 or less.



The Agency will only pay for one level of supervision. The costs of other Contractor personnel are included in the markup on the Force Account Work.

Use the following guidelines for verifying information provided on the Invoice.

2022 CLASSIFICATION CODES & RATES			Social Security/Medicare	7.65%
			Oregon Unemployment	2.40% Base Rate (5.4% Max Rate)
			Federal Unemployment	0.60%
			Transit District Taxes:	
			Lane County	0.77%
			TriMet	0.7537%
			We DO NOT pay for the Oregon Hourly Assessment, the State of Oregon Assessment, Medicare Tax, SDI or other Liability Insurance. These are covered in the Assigned Risk Rate.	
Work Year	Assigned Risk Rate	Class Code	DESCRIPTION OF WORK: (For rates not posted contact ODOTContractSvc@odot.oregon.gov)	
2022	8.23%	5222	CONCRETE CONSTRUCTION (BRIDGES OR CULVERTS)	
2021	8.85%			
2020	9.61%			
2019	12.12%			

A. Risk Modification Factors

Risk modification factors (risk reduction rates) are unique to each Contractor and reflect the occupational risk associated with the type of Work performed by the Contractor and the safety history of the Contractor. Use the rate for the Contractor or Subcontractor who performed the EWO Work.

- Risk Modification Factor - Internal Agency users can access the list of [risk modification factors](#). External users, and internal users in cases when the Contractor is not listed, will need to contact ODOTContractSvc@odot.oregon.gov to request that information.

B. Taxes and Insurance ([Classification Codes and Rates](#))

When reimbursing the Contractor for Force Account Work, the Agency is reimbursing the Contractor for its actual costs, including certain taxes and insurance. CAU publishes an updated list of these rates annually by the end of January.

Use the rate for the Contractor or Subcontractor who performed the EWO Work. It is possible the Contractor's governing Work classification code will have a higher rate than the classification code for the time period in which the EWO Work is performed. If the actual rate can be verified, the Agency should reimburse the Contractor for its actual cost.

The Agency will reimburse the Contractor for the following taxes and insurance:

- [Classification Codes and Rates:](#)
 - Workers Compensation
 - Social Security (combination of Social Security and Medicare)
 - Oregon Unemployment Compensation
 - Federal Unemployment Compensation
 - Transit Districts
 - » Tri-Met in Portland area
 - » Lane Transit District in Eugene area
 - » Salem Area Mass Transit District (Cherriots) in Salem area

As the following are already covered in the Assigned Risk Rate, the Agency does not pay for:

- Oregon Hourly Assessment
- State of Oregon Assessment (WBF)
- Medicare Tax (included in Social Security)
- SDI or other liability insurance

C. Fringe Benefits

Fringe benefits must be the benefits shown in the Contract.

D. Markup

The Contractor is allowed a 22% markup on labor as specified in Subsection 00197.80. The RE shall ensure the Invoice does not include any other unacceptable markups.

Once the Invoice review has been completed, the Agency person completing the review will sign and date the Invoice.

12G-5 Force Account Invoice for Equipment and Materials

A. Rental Rates

The Contractor must bill for Equipment and Materials using the Force Account Invoice for Equipment and Materials, form 734-1864.

3. It may be helpful to compile a list of the Contractor's Equipment with the appropriate rental rates and codes to facilitate quicker checking of EWO Invoices. If requested, CAU can verify the rates. Be sure to update the listing if the rates change due to a periodic rate revision.
4. The Agency does not allow a Regional Adjustment Factor.
5. Pay standby time only when the RE has ordered the Contractors Equipment to remain on site. Payment for standby time should be according to 00197.20(e).
6. Invoices for rented Equipment or Materials must include the vendors name, date, quantity, rate, and extended amount for Materials or rented Equipment. Quantities must be sufficient to cover the quantities shown on the DFAR and billing. Dates must match those on the DFAR.
7. Do not accept invoices for Equipment that the Contractor has obtained from within its own organization, since that Equipment would be paid as determined for Equipment owned by the Contractor.
8. Do not accept invoices on the Contractor's letterhead.
9. Unless requested by the RE, the Contractor does not need to submit invoices for \$10 or less.
10. The Agency will pay for the operating expenses on Equipment at the rate listed in the Rental Rate Blue Book application only when the invoice states that the rental charges does not include fuel, lubricants, or field repairs.
11. The Contractor is allowed a 17% markup on all Equipment and Materials actual costs. In addition, if the EWO Work is performed by a Subcontractor, the Contractor will be allowed a supplemental markup of 8% on each EWO.

Once the Invoice for Equipment and Materials review has been completed, the Agency person completing the review will sign and date the invoice.

12G-6 Force Account Summary

The Force Account Summary form 734-3385 will be completed by the RE. The RE will use this form as the basis for payment for the EWO Work on the progress estimate. The form will then be submitted to the CAU, along with the Contractor's invoice(s) and all supporting data.

CAU will perform the final review of the invoices and provide any relative feedback to the RE regarding needed corrections. The RE must notify the Contractor of any corrections, as well as correcting the progress estimate. No corrections will be made if further review identifies the corrections to be less than \$10.

Force Account Summary

1-64 Caladium Rd Br Project
Project Number: 000000

Contract & Company: _____ Date & Aggregate: _____

Item	Contractor	Subcontractor	Remarks
1 Labor Invoice (734-3385)	\$710.00		Contract & Company (734-3385)
2 Labor Invoice (734-3385)		\$12,211.33	Contract & Company (734-3385)
3 Labor Invoice (734-3385)			
4 Labor Invoice (734-3385)			
5 Labor Invoice (734-3385)			
6 The amount of equipment (734-3385)		\$1,000.00	Contract & Company (734-3385)
7 The amount of materials (734-3385)			
8 The amount of miscellaneous (734-3385)			
9 The amount of miscellaneous (734-3385)			

Subtotals (Sum of 1-9) = \$710.00

Total Force Account Payment Estimate (Sum of 1-9) = **\$4,405.67**

Contractor: _____ Date: _____

Subcontractor: _____ Date: _____

Supervisor: _____ Date: _____

Reviewer: _____ Date: _____

12G-7 RE Review Process for Force Account Invoices

The RE will need to have access to the Contract Payment System for this process. All forms mentioned in these instructions on the [Construction Forms website](#).

A. Ensure all the documents needed to perform the review are present:

1. A copy of the Extra Work Order, form 734-3208. If there is none, check with the RE. It may not be completed yet, or it may be that this work will be paid under a Contract Change Order, form 734-1169.

2. Invoice(s) from the Contractor for labor, on the Force Account Invoice for Labor – Actual Cost Calculation, form 734-1863.
3. Invoice(s) from the Contractor for any equipment, materials, and subcontracts, on the Force Account Invoice for Equipment and Materials, form 734-1864.
4. Daily Force Account Record (DFAR), form 734-3428 for each Day or shift Work was done; all the original copies with all the original signatures. These documents are the source for everything else. Check the records for blanks. There must be enough information to identify the workers and the Equipment accurately; if there isn't, the RE's first step is to contact the Project Inspector to locate it.
5. Certified payrolls from the Contractor for the workers used and the time the Work was done. These should be in the RE office with the Office Coordinator.
6. A copy of the prevailing wage rates for the Project. These are found very near the beginning of the Project Special Provisions.

The Contractor is supposed to prepare the invoices using only the official ODOT forms. The forms have been automated to perform many of the calculations. Using the official ODOT forms ensures that all calculations are performed consistently. The form number should appear on the bottom of the form. If in doubt, re-enter the data on an ODOT form, as a check. In some instances, the Contractor may not submit an invoice for all Equipment. If an item is shown on the Daily Force Account Record(s), in the interest of fairness and expediency, we may prepare one. However, the RE should remind the Contractor that its organization should have supplied it.

B. Check the Force Account Invoice for Labor – Force Account Invoice for Labor - Actual Cost Calculation form 734-1863:

1. Verify that each of the workers on the labor invoice are being paid at the correct hourly rate and for the correct amount of hours on the dates given. The billings should be at least the rate shown in the prevailing wage rate of the Special Provisions and at hourly rate shown on the Contractor's payrolls.
2. Do not pay for more than one level of supervision.

3. Check the reimbursement and reduction rates based on the time period of the work for these allowable items:
 - Taxes and Insurance ([Classification Codes and Rates](#)):
 - » Workers Compensation
 - » Social Security (combination of Social Security and Medicare)
 - » Oregon Unemployment Compensation
 - » Federal Unemployment Compensation
 - » Transit Districts
 - * Tri-Met in Portland area
 - * Lane Transit District in Eugene area
 - * Salem Area Mass Transit District (Cherriots) in Salem area
 - Risk Modification Factors- Internal Agency users can access the list of [risk modification factors](#). External users, and internal users in cases when the Contractor is not listed, will need to contact ODOTContractSvcs@odot.oregon.gov to request that information."
4. Unless the Work requires a specific mobilization and is a long way from a large town, travel costs are not normally paid. Check to see if regular Contract work was happening at the same time as the Extra Work. Only consider payment of travel costs if the Contractor is paying travel costs to regular Contract employees.
5. If applicable, verify vacation and fringe against the Contractor's certified payrolls.
6. Check the calculations to ensure that they are accurate.

C. Check the Force Account Invoice for Equipment and Materials, form 734-1864:

1. Compare the Equipment listed on the invoice(s) with the Daily Force Account Record(s) (DFAR), form 734-3428. They should match. They should also roughly match what was agreed to on the Extra Work Order or Contract Change Order.
2. Verify that the billed equipment hours and dates on the invoice match what is on the DFAR(s). Ensure that operating hours for equipment do not exceed operator labor hours per the Contractor's certified payroll. Ensure standby hours comply with

the requirements of Section 00197.

3. Using the Rental Rate Blue Book application, available as a link from each of the CPS pages, the RE shall verify the Equipment rental rates. Make sure that the invoice does not request a higher amount for monthly rate, rate adjustment or operating expense than the Equipment indicates. No regional adjustment is allowed.
4. Ensure that attachments listed were approved as necessary for the Work and are not considered "standard" for that Equipment. If multiple attachments are included, only the attachment with the higher rental rate will be eligible for payment.
5. Attached should be suppliers invoices for Materials, rental Equipment, or specialty services (such as pavement sawing) for any of these items listed on the bottom section of the form. Verify that the amounts, dates and suppliers match the invoice and the Daily Force Account Record, form 734-3428.
6. Check the calculations to ensure that they are accurate.

D. There should be a Contractor's contact person listed on the invoices. If any amounts are higher than they should be, call the contact person and go over each discrepancy. If discrepancies cannot be resolved, discuss the issues with a supervisor. Minor differences may be ignored since it is hard to predict in advance exactly how much the Extra Work will cost.

E. Record the results of the RE review by completing the Force Account Summary sheet, form 734-3385. If some of the Work has already been paid for, note it in the remarks section, along with any discrepancies and their resolution. Sign and date the form.

F. Assemble all documents in a neat and organized packet. Submit the packet to a supervisor or RE for review and signature of the Summary Sheet. Upon approval by the RE, the Summary Sheet will act as the paynote for entry (payment) into the Contract Payment System. Forward original documents to the CAU, mail a copy to the Contractor, and retain a copy for the RE files.

12G-8 Extra Work Performed on Force Account Basis Responsibility Matrix

Activity	Contractor	Inspector	RE	CAU
Directs the daily construction activities necessary to accomplish the Extra Work			X	
Prepares the Daily Force Account Record (DFAR)		X		
Acknowledges agreement with DFAR by signature	X	X		
Prepares Invoice billings for Labor, Equipment, Materials or Special Services	X			
Calculates Blue Book Rental Rates for Equipment	X		X	
Verifies craft, wage rates, and hours billed on FA; compare to certified payrolls			X	
Prepares Force Account Summary			X	
Performs final review and approval of Invoice billings				X
Makes payment for approved Force Account work, or makes adjustments as noted by CAU			X	



CHAPTER 12H

AS-CONSTRUCTED PLANS

The “As-Constructed plans” are used to document the changes that were made to the Contract Plans during construction of the Project. It is important to know the exact details that were constructed to allow proper maintenance to be done, to perform any needed repairs, and to accommodate any future construction on that section of Roadway. It is important that the As-Constructed plans be completed in a timely manner so the Plans can be processed and the information made available for use by ODOT Maintenance forces and for future construction Projects.

As defined in the Contract Plans Development Guide, Chapter 16.0 – As-Constructed, the Resident Engineer (RE) must use the “Not Revised As-Constructed” stamp for the following Plan sheets:

- Title Sheet
- Pipe Data Sheets
- Traffic Control Plan Sheets
- Materials Source Sheets
- Stockpile Site Sheets
- Disposal Site Sheets
- Borrow Source Sheets

All other Plan sheets will be stamped with the “Revised As-Constructed” stamp.

After making all corrections and additions, stamp every sheet (either "Revised" or "Not Revised" as applicable). The RE will provide his/her clearly printed name, signature (wet or digital), and date on each sheet, even if the sheet is not revised. Submit the redlined paper or electronic copies sheets of Standard Drawings with the As-Constructed plans only if the construction details were changed.

Processing and distribution of the As-Constructed plans will follow the procedure outlined in [Technical Bulletin RD22-01\(B\)](#):

1. Process for As-Constructs

Region Construction offices will lead the effort in getting As-Constructs to Tech Center/Design Office and Maps and Plans.

As-Constructs sent to Tech Center (PORs on Project) 45 days after second note for STIP projects that ODOT administers.

- Region Construction Resident Engineer's office will distribute to PORs and Managers within Tech Centers/Design Office's for comments. These will be placed into the 03_Construction folder in ProjectWise.
- Give a 14-day review period and provide comments to construction.
- Once review is completed construction will send the As-Constructs to Maps and Plans.
- The Contract Admin Unit has add a checkbox to the Semi-Final Checklist. This item will not hold up third note or final payment if not checked.

2. As-Constructs process for Private development and Local Agency projects that are on state owned facilities.

District Maintenance Offices or LALs will need to retrieve the As-Constructs.

- Require getting V-Numbers from Maps and Plans for these projects.
- Language needs to be added into the contract/permit to have the contractor/consultant deliver As-Constructs 45 days after second note (or some other equivalent finish milestone).
- District personnel to follow the same process as stated above for STIP projects, except there is no need to have a 14 days Tech Center Review. Submit directly to Maps and Plans.

Maps & Plans will:

- Be the end of the process to place reviewed As-Constructs into FileNet (this includes only the V-numbered contract plans).
- Distribute any electronic portions of the AC contract plans to the respective groups (i.e., Bridge Administration, Traffic/ITS), as submitted to Maps & Plans.
- Some Traffic Structures will need to go to both Traffic/ITS and Bridge. If the Traffic Structure has a structure number it needs to be sent to Bridge to be placed into BDS (along with Traffic/ITS).

Traffic section will:

- Be the end of process to place reviewed ACs into their version of FileNet (signals, signs, illumination, ITS).

Bridge section will:

- Track the 45 days after second note date for all projects with an assigned bridge designer.
- Be the end of process to place reviewed As-Constructs into their BDS repository, with bridge designers following the process of BCM section 7.11.1.

Bridge Admin staff when receiving As-Constructs from Maps and plans will verify if BCM section 7.11.1 was followed. If not, Admin staff will place the scanned files into BDS.

Project Hydraulic Engineer or other assigned Region or Area staff will:

- Submits as-built package in Adobe pdf format consisting of: (1) post-construction photos and (2) copy of the stormwater as-built sheets to ODOT's Hydraulic Engineering Program Lead (or Local Agency representative).
- Recommended photos based on facility type:
 - Ponds: photo numbers 1 or 2, and 3 to 8
 - Swales: photo numbers 1 or 2, 3, 5, 7, and 8
 - Underground facilities: photo numbers 1 or 2, 4, 6, and 8
 - Filter strips and bioslopes: photo numbers 1 or 2, 3, and 8

Note: Post-construction photos for outsourced projects will be taken by ODOT Region or Area staff or consultant staff under contract or by Geo-Environmental at the request by region. Post-construction photos for Local Agency projects will be taken by Local Agency representatives or their designees. (See [Technical Bulletin](#) for additional details.)

The RE or Inspector should maintain “dirty sheet” As-Constructed plans during the Project to show Work progress and changes. These are very helpful when preparing the final As-Constructed plan sheets.

Make As-Constructed corrections and additions in red ink by lining out the incorrect information and entering the correction. Erase mistakes or use correction fluid as necessary to ensure that the corrections and additions are clear.

Be sure to show the following:

- Changes to pipes and other drainage details.
- Nonstandard or changed superelevation details.
- Corrected typical sections, base, and surfacing details.
- Changes in vertical and horizontal alignment.
- Established or re-established Right of Way markers, monuments, and benchmarks.
- Areas where subgrade or slope stabilization occurred.
- New, replaced, removed or abandoned utilities, especially underground. Include all buried cable and conduit installed during construction of the Project.
- Road approaches and access locations. [Refer to Chapter 29 – Right of Way, Access & Approaches]
- Any other significant construction details or appurtenances not shown on the Plans.



CHAPTER 13

CONTRACT TIME

Contract Time is described in Subsection 00180.50. The completion date(s) for each Project is specified in Subsection 00180.50 of the Special Provisions and applicable liquidated damages are listed in 00180.85.

The Resident Engineer (RE) should discuss Contract Time, completion dates, and adjustment of Contract Time at the Pre-Construction Conference (Pre-Con). The RE must also issue the required Notifications of Commencement and Completion Dates for each Project as discussed in detail below.

In completing the required Prime Contractor Performance Evaluation, the RE also must address whether the Project was completed within the adjusted Contract Time. [Refer to Chapter 34 - Contractor Performance Evaluation.]

Contact the appropriate [Contract Administration field personnel](#) from the [Contract Administration webpage](#) for guidance on topics in this chapter.

13-1 Notification of Commencement of Work and Completion Dates

The RE is responsible for recording and notifying the Contractor of First Notification, each Second Notification, and Third Notification. The RE must issue a Notification of Commencement and Completion Dates for Contract Projects, form 734-3233, at each of the milestones. Refer to the definitions of "First Notification," "Second Notification" and "Third Notification" in Subsection 00110.20 of the Standard Specification.

NOTE: First Notification for Design-Build Projects includes beginning of Design Services and is defined in Subsection DB110.20 and is referenced in Subsection DB180.43. See the Design-Build Contract Administration Manual.

First Notification for Construction Manager / General Contractor (CM/GC) Projects includes beginning of Construction Phase Services under each Early Work Amendment and the Guaranteed Maximum Price (GMP) Amendment and is defined in the CM/GC Subsection CMGC110.20. See Subsection CMGC130.50 and the CM/GC Manual, Chapter 19-1.

Each Notification must carry forward and include all of the information, except signature and date of signature, from previous Notifications. For example, Third Notification will include the information from the First and Second Notifications. Third Notification, however, would not need to include the listing of items remaining to be performed from the Second Notification.

13-2 First Notification

First Notification is defined in 00110.20 and is referenced in Subsection 00130.90. It is generally the date when the Contractor or a Subcontractor begins Aggregate source development, erection of a plant, or the performance of a construction operation called for by the Contract. Such performance does not include the installation of covered temporary signs according to Section 00225. Subsection 00180.50(c), Beginning of Contract Time, addresses Projects which have Contract Time stated in Calendar Days instead of a fixed completion date.

Record the date of First Notification on form 734-3233. The notification must be signed and dated by the RE, and should be completed and distributed as soon as possible after the Contractor begins Work. Submit the original to the Construction Section, prior to uploading the first month's progress estimate, with a copy to the Contractor and others as noted in the distribution list on the form.

First Notification Example:

Notification of Commencement and Completion Dates for Contract Projects

US 26 MPYD - Kalamazoo Junction
Project Name (Optional)

Water Springs
Location

Lidhule Construction, LLC
Contractor

William Stone
General Manager

2018
Year

15120
Contract No.

11/23/2018
Contract Date

1/21/2019
First Notification Date

First Notification

1/21/2019 Enter date on which the erection of a tower or plant, the development of aggregate roadway or the performance of a contract construction operation began.

13-3 Second Notification

Second Notification is defined in 00110.20 and is referenced in Subsections 00150.90 and 00180.50(g). Second Notification is the actual date on which the Agency determines that all On-Site Work, including Change Order Work and Extra Work, has been satisfactorily completed. It is the date that Contract Time charges stop for one or all of the completion dates listed in Subsection 00180.50.

Contract completion dates, both interim and final, can only be modified by a Contract Change Order (CCO). If the completion date(s) were previously modified, the current modification must take into account any previous changes to the Contract completion date(s). Refer to Section 13-11 - Adjustment of Contract Time later in this chapter.

If Work on the Project was suspended for any of the reasons shown in 00180.70(a), and the suspension had an effect on the Contract completion date, refer to Section 13-6 – Suspension of Work, for guidance on how to address suspension and authorization to resume Work when issuing Second Notification.

As referenced in 00180.50(g), the Contractor may perform certain types of minor corrective and cleanup Work after Second Notification. The RE must list those known items, yet to be completed, on form 734-3233 when issuing Second Notification. If the RE becomes aware of other uncompleted items, the RE must inform the Contractor of those items as soon as possible. The RE must update and review the list with the Contractor on at least a monthly basis.

For Projects with plant establishment periods, the date of Second Notification is issued when all of the required plants have been planted and all of the other required On-Site Work, except for Establishment Period work and any other items listed in 00180.50(g), is completed.

If the RE adds work to the Contract after Second Notification has been issued, the RE must rescind that Second Notification and notify the Contractor that the Contract Time has been restarted. When the added Work is complete, the RE must reissue Second Notification. If needed, the RE must issue a CCO to add Contract Time due to the added Work. Typically, when Work is added after initially issuing Second Notification, Contract Time is increased for the added Work if Contract Time has exceeded the Contract completion date(s).

Interim Second Notification

Record the date of each interim Second Notification on form 734-3233 as it occurs. If the Contract includes multiple completion dates, the RE must add a line to document the next completion date on the form and issue a Second Notification for each completion date until the Second Notification is issued for the final completion date. Reference all CCOs that added, modified, or changed the Contract Time and ensure revised specified completion date(s) are updated on the form. The “all claims...by” date is not completed on an interim Second Notification.

NOTE: For Design-Build Projects, Second Notification is broken into “Interim Second Notification” and “Final Second Notification.” Refer to Subsection DB110.20 for definitions. See the Design-Build Contract Administration Manual.

For CM/GC Projects, per Subsection CMGC150.90 Second Notification, includes completion of On-Site to work for Early Work Amendments (if any) and the GMP Amendment. Second Notification will be issued as specified in Subsection CMGC180.50(g). See the CM/GC Manual, Chapters 19-1 and 22.



Notification of Commencement and Completion Dates for Contract Projects

US-26, Mile 1 - Johnsonville Junction Svc.		2005	1/7/20
Project Number		Proj No.	Contract No.
Warm Springs Highway	Jaffison	CR004111	11/27/2018
Highway	County	SA No.	Date of Award
Lakeview Contractors LLC		\$59,800.00	
Contractor		Fixed or Unit Price	
Bill Name			
Project Manager	Project Manager - District Use		Date

First Notification

1/21/2019 Enter 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

[illegible]

	Specified Completion from Section 00140-5000	Date Submittal Required	Day No.	Days Allowed Beyond Specified Completion	Dates the Work Was Completed and the Time Charges Stopped
1	April 26, 2019	<input checked="" type="checkbox"/>	01	15	May 11, 2019

Final Second Notification

Final Second Notification must carry forward all information from any interim Second Notification(s) that have been previously issued. When the RE issues final Second Notification, the RE must enter on form 734-3233 the appropriate date in the statement, "All claims for additional compensation must be submitted by _____. " (See 00199.30(b).) The "all claims....by" date should be 45 days from the end of Contract Time according to 00180.50(g). If Agency delayed issuing final Second Notification to the Contractor, best practice is to calculate the "all claims....by" date as 45 days from the date of RE signature, and promptly transmit to the Contractor.



Notification of Commencement and Completion Dates for Contract Projects

15120

Contract No.

TS/DB 1509 - Alternative Landfill Site

Project Name/Location

Warm Springs Highway

Highway

LeDuke Construction LLC

Contractor

City Name

Project Manager

Jefferson

County

20833

Buy No.

129604171

RF No.

52530571

Estimated Cost

15120

Contract No.

11/27/2018

Date of Award

First Notification

1/21/2019

Date

Entry date on which the erection of a sign or signs, the development of aggregate estimates, or the performance of a contract construction operation began.

Second Notification

WARNING: If a contractor fails to submit the final completion date to the local Department of Transportation (DOT) or the State Department of Transportation (SDOT) by the deadline, the contractor shall be liable for the additional completion date. The contractor shall submit the final completion date and the time charged stopped by the project change order. Attach a copy of Page 1 of the (C) showing the modified date. If the completion date is not time charged or liquidated damages are being assessed, the project C.O. and a copy of the final (C) showing the final completion date to the project C.O.

	Specified Completion from Section 00150.50(b)	Date Charged By (C.O.)	TS/No.	Days Charged beyond Specified Completion	Date(s) the Work Was Completed and the Time Charged Stopped	
1	April 25, 2019	<input checked="" type="checkbox"/>	01	15	May 11, 2019	A
2	October 3, 2019	<input checked="" type="checkbox"/>	03	0	October 3, 2019	B

All Claims for Additional Compensation Must Be Submitted By:

The contractor (C.O.) of the contract account for additional compensation

November 17, 2019

Approved by the agency to complete the requirements for "Third Notification" are:

Civil Rights, Quality, and Quantity Documentation, Certified payroll, and completion of specified corrective work.

13-4 Third Notification

Third Notification is referenced in 00150.90(b) and defined in Subsection 00110.20. Third Notification must carry forward all of the most current information from previously issued Notifications.

Once the RE has determined that the Contractor has completed all of its Work under the Contract, including cleanup, removal of Equipment and Material, and submittal of all required documentation, Third Notification will need to be issued. Once Third Notification has been issued, the Agency has 30 days in which to make the final payment to the Contractor before interest becomes due.

After Second Notification, but prior to the issuance of Third Notification, the RE will communicate in writing to the Contractor on a monthly basis, those items that still need to be completed or submitted. [Refer to Chapter 40 - Third Notification.]

NOTE: For Design-Build Projects, Third Notification is defined in Subsection DB110.20. Third Notification is referenced in Subsection DB150.90(b) and includes Design-Build-er's completion of all Design Services and submitted all required Design Documents and Quality Management documentation. See the Design-Build Contract Administration Manual.

For CM/GC Projects, Third Notification is defined in CM/GC Subsection CMGC110.20. See the CM/GC Manual, Chapters 19-1 and 22.



1/15/18 MP#6 - Kalmiopsis Junction Sec.	20813	F5149
Project Name (Location)	Key No.	Contract No.
Warm Springs Highway	Jefferson	CCW04073
Highway	County	11/27/2018
		Date of Issue
Lachlan Construction LLC	504363571	
Contract No.	Issue of Notice	
Bill Mason		
Project Manager	Project Manager/Coordinator	Date

1/21/2019 Enter date on which the erection of a sign or plant, the development of aggregate sources, or the performance of a contract construction operation began

[illegible]

	Specified Completion From Section 60180.53(b)	Time (Elapsed to Date)	Days (Elapsed Beyond Specified Completion)	State if the Work Was Completed and the Time Charges Stopped
1	April 26, 2019	<input checked="" type="checkbox"/>	01	May 11, 2019
2	October 1, 2019	<input checked="" type="checkbox"/>	03	October 1, 2019

All Claims for Additional Compensation Must Be Submitted By:
The submission must be in the name of the company for additional compensation.

November 17, 2016

Explain briefly how you will complete the requirements for (Third Certification) as:

3/17/2020 Enter the 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.

For more information, see the text after Figure 1. Contact: 202-848-0100 | info@mcgraw-hill.com

Electronic Copy:

Project Manager

- ☐
- Original/De (original/true)

- ☐ Transit Messages
- ☐ Message Forwarding Disabled
- ☐ Message Forwarding Messages
- ☐ Office of Civil Rights
- ☐ Request Right of Access Information
- ☐ JMWTF Complaint Process

13-5 Weekly Statement of Contract Time Charges

A. Calendar Day Calculation

For Projects with Contract Time specified in Calendar Days, the RE must complete a Weekly Statement of Contract Time Charges, form 734-3483, each week. As stated in 00180.50(c), when Contract Time is stated in Calendar Days, counting of Contract Calendar Days will begin on the day the Contractor begins On-Site Work as defined in 00110.20. All Contract Time is recorded and charged to the nearest one-half Day.

OREGON DEPARTMENT OF TRANSPORTATION



WEEKLY STATEMENT OF CONTRACT TIME CHARGES

PROJECT NAME (SECTION) US26: MP99 - Kahneeta Junction Sec.				CONTRACT NO. 15120	
HIGHWAY Warm Springs Highway				F.A. PROJECT NO. S053(037)	
CONTRACTOR NAME AND ADDRESS Laduke Construction LLC PO Box 369 Central Point, OR 97502				WEEK ENDING 18-May-2019	
				DATE MAILED TO CONTRACTOR 20-May-2019	
CONTRACT TIME UNITS (All A, B, C, etc.)		A			REASONS FOR NOT CHARGING TIME
BEGINNING DATE OF TIME CHARGE		4/27/2019			
DAY OF WEEK	DAY OF MONTH	PREDOMINATE WEATHER			
SUN	12		1.0		
MON	13		1.0		
TUE	14		1.0		
WED	15				
THU	16				
FRI	17				
SAT	18				
DAYS CHARGED THIS WEEK		3.0			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		12.0			
REVISIONS OR ADJUSTMENTS (+ or -) (explain below)					
DAYS CHARGED TO END OF CURRENT WEEK		15.0			
LIMITING NUMBER OF CALENDAR DAYS					
DAYS REMAINING					
FIXED DATE (Specified Completion Date)		04/26/19			
EXCESS DAYS USED		19.0			
COMMENTS: (INCLUDE CHANGES TO SPECIFIED COMPLETION)					
A total of three days is being charged to the Contractor on this week. All Work listed under 00180.50(h)(1) was completed at the end of day on Tuesday May 14, 2019.					
Time Charges stopped at the end of day on Tuesday May 14, 2019.					

B. Fixed Date Calculation

For Projects with specified completion dates, the RE must complete a Weekly Statement of Contract Time Charges, form 734-3483, only after the Contract Time has expired. The RE must continue to complete this form on a weekly basis until Second Notification is issued.

C. Exclusions from Contract Time

Regardless of the way Contract Time is expressed in the Contract, certain Calendar Days will not be charged against Contract Time. Refer to 00180.50(e) for the list of exclusions. If this occurs, the Contract completion date(s) must be adjusted by CCO.

D. Time Calculation Protest

As specified in 00180.50(f), if the Contractor disputes the accuracy of the statement of Contract Time charges, it has seven Calendar Days from the date the RE transmitted the statement to submit a formal written protest. Failure to submit a written protest within the seven Calendar Days indicates the Contractor approves of the time charges shown on the statement.

The RE should complete form 734-3483 to record the time and duration of the time used for Projects that include limits on time to complete certain Work or have penalties, such as Railroad flagging, lane closures, road closures, etc. The form is the preferred method to communicate and document such events as described in the Contract to the Contractor.

When contract completion dates (Contract Times) are modified by CCO(s), note those modifications on the Weekly Statement of Contract Time Charges, form 734-3483, to assure that the correct completion date is used. See also [Closure and Delay Liquidated Damages Calculator](#) tool.

13-6 Suspensions of Work

Suspensions of Work are referenced in Subsection 00180.70. Work should only be suspended for the reasons shown in 00180.70(a). Suspension of Work and authorization to resume Work must be written, and signed by the RE. When Work has been suspended for any reason, the Contractor cannot resume Work without the Agency's written authorization.

As stated in Chapter 3 - Delegation of Authority, and the Letters of Authority, the RE has authority to suspend Contract Time by up to 14 Calendar Days, and the Region has authority to suspend Contract Time by up to 30 Calendar Days. Discuss with and receive concurrence from the Contract Administration Engineer (CAE) for suspensions beyond Region authorities. If Work is going to be suspended longer than the RE has authority, the RE must obtain the concurrence of the Region or the CAE, as appropriate. Local Agency or Consultant REs must work with the ODOT Transportation Project Manager or Resident Engineer—Consultant Projects (TPM or RE-CP) to obtain approval for any time suspension.

If the RE has suspended Work, the RE must evaluate the Agency's impact on Contract Time. If the RE can justify granting Contract Time according to 00180.70(c), and the amount of Contract Time is within the RE's delegated authority, then the RE shall issue a CCO to modify Contract Time.

If the amount of justified Contract Time is beyond the RE's delegated authority, the RE shall obtain the concurrence of the Region or CAE, as appropriate. Unless the Work has been suspended, Contract Time continues and liquidated damages must be assessed if the completion date has been exceeded.

Do not grant additional Contract Time if Work was suspended in order to get the Contractor to correct deficiencies or for conditions that could have been reasonably anticipated. Refer to Section 13-11 - Adjustment of Contract Time below.

If a Contract completion date is modified by a CCO due to a suspension of Work, record the revised completion date and associated CCO number on the Notification of Commencement and Completion Dates for Contract Projects, form 734-3233 (see example of how to record this information in Section 13-3), and on the applicable Weekly Statements of Contract Time Charges, form 734-3483.

13-7 Liquidated Damages

Whenever Contract Time (as specified in Subsection 00180.50 or as modified by CCO) has been exceeded, the RE must assess liquidated damages (LDs) as defined in 00180.85. The method of calculating the LDs for the Project is identified in the Contract. The RE must include liquidated damages on the next progress estimate as an adjustment item (6000 series). [Refer to Chapter 25 – Payments to Contractors/Retainage.]

13-8 Delays

As described in Subsection 00180.60, if the Contractor contends that it has been delayed, it is required to submit a written notice of delay to the RE, within seven Calendar Days of when the Contractor knew, or should have known, of the delay. The RE will provide a written response to the Contractor acknowledging receipt of the notice of delay. The Contractor's request may be submitted on the Contractor's Request for Adjustment of Contract Time, form 734-3320, or in a format acceptable to the RE, according to 00180.80(c).

When given a notice of delay, the RE should discuss ways to mitigate the delay with the Contractor including a review of the Project schedule. If it is determined that the delay is the responsibility of the Agency, it may be appropriate to negotiate the cost for the Contractor to accelerate or gain back time lost due to the delay. The RE and the Contractor should find the most cost effective method to mitigate the delay. If, at the time of the delay, the RE does not mitigate the delay with a Contract Change Order, the RE must take appropriate action to record the details and impacts of the alleged delay so that the Agency can accurately evaluate any contended impacts to the Contractor. The RE should discuss this with Region or the CAE as appropriate.

NOTE: On Design-Build Projects, liquidated damages will be listed in Subsection DB180.85(b).

For Construction Manager / General Contractor (CM/GC) Projects, per CM/GC General Provisions, Subsection CMGC180.85(b) liquidated damages will be determined as specified in the CM/GC Contract, Article 5, and in each Early Work Amendment and the GMP Amendment. See the CM/GC Manual, Chapter 19.

If the RE adds Contract Work which impacts the Project's critical path and requires additional Contract Time, the RE shall include the additional Contract Time as part of the CCO that adds Work. If Extra Work impacts the Project's critical path and requires additional Contract Time, the RE shall issue a separate CCO to grant the additional time if the Extra Work is being done on a Force Account Basis and not under a CCO. Delay damages associated with Extra Work are considered to be included in the markups provided under Section 00197. Typically, the markups are assumed to be one-third home office overhead, one-third field office overhead, and one-third profit.

13-9 Types of Delays

A. Contractor Delay

Lack of progress or specific delay caused by the Contractor and/or its Subcontractors and Suppliers which impact critical or near critical activities and, at the time, indicate delay to the completion of the Project.

B. Excusable (Exclusions from Contract Time)

Excusable delays to critical path activities that delay completion of the Project are covered under 00180.50(e), Exclusions from Contract Time. The Contractor is only entitled to additional Contract Time for excusable delays. Impacts to the cost of the Work are the Contractors' responsibility. These delays are not compensable. Exclusions from Contract Time include court orders, strikes, labor disputes or freight embargoes, and weather (Acts of God or Nature). Weather is a good example of an excusable delay, because it is beyond the control and responsibility of the Contractor, if it is worse than can be reasonably anticipated. Exclusions from Contract Time are not the Agency's responsibility, and cannot result in an unreasonable delay by the Agency.

Weather delays have been further defined in 00180.80(d) and in ODOT's Weather Policy (explained below). The policy summarizes the specific weather element for the previous 10 years and establishes the threshold of reasonably predictable weather for that element.

C. Concurrent

Concurrent delays are offsetting delays to the critical path that affect the completion of the Project. When the Agency and the Contractor both have a delay on the critical path(s) at the same time this is a concurrent delay. The result is that the Agency does not collect liquidated damages (meaning additional Contract Time is granted), and the Contractor is not entitled to compensation for changes to the cost of the Work or additional overhead or other delay damages.

D. Compensable

Compensable delays are referenced in Subsection 00195.40 and are only for Agency-caused delays to the critical path that affect completion of

the Project and for which the Contractor is entitled to seek compensation from the Agency. Such compensation is usually identified as changes to the cost of the Work and overhead. Compensable delays only result from unreasonable delays by the Agency.

ODOT's Weather Policy

Following is the "ODOT Weather Policy." This policy has been established and has been in use since April 2001. This policy applies to all weather elements including rain, wind, snow, etc.

Exclusions from Contract Time due to weather that was worse than "reasonably predictable weather" [00180.80(d)] is an "excusable delay," but not a "compensable delay."

A weather delay that was not reasonably predictable is cause to extend Contract Time [00180.80(d)], the Contractor is not assessed liquidated damages. However, it is not "Unreasonable Delay by the Owner" [Subsections 00195.40 and 00180.50(e)], and therefore is not cause for the Owner to be liable for any additional costs or damages caused by a weather delay.

The Contractor can request this Adjustment of Contract Time or the RE can initiate the Adjustment of Contract Time [00180.80(d)]. Refer to Section 13-11 - Adjustment of Contract Time below.

If the weather was not reasonably predictable, and it delayed or will delay the completion or critical path of the Project, the Contractor is entitled to an adjustment of Contract Time.

In administering Agency contracts, "reasonably predictable weather" is interpreted as if this type of weather normally happens 70% of the time based on weather records.

Example: Rainfall days in a particular month - April 2005.

Using weather reports from the nearest acceptable reporting station to the Project (see details below), look up and list the number of rainfall days for each month of April reported during the last 10 years (1995 – 2004). Next, count the days of measurable rainfall, out of the available 30 days, for each April for each year. You will have 10 numbers that represent the number of rainfall days in April for each of the past 10 years. Disregard the highest three numbers. The fourth highest number is the number of reasonably predictable days of rainfall the Contractor should have anticipated for April, for example, six days. Using the same method and source of data, look up the rainfall for April 2005 when the Work was done by the Contractor and count the number of days for April 2005. Say it is eight days. If you agree that rainfall delayed or will delay activities on the scheduled critical path, subtract six days (predictable) from eight days

(actual). The Contractor is eligible for a two-day excusable time extension for rainfall during the month of April which was over what was reasonably predictable.

Year	Rain Days in April
1995	4
1996	6
1997	12
1998	3
1999	5
2000	2
2001	10
2002	3
2003	5
2004	8
2005	8

This is not really a 70%-30% split. It does give the benefit to the Contractor, and it is a simple method that can fit nearly any type of weather event. It will work for inches of rainfall in a day, inches in a month, days of rainfall in a month, days below a certain temperature, wind speed, and other similar weather events that are reported.

In evaluating a potential weather delay it is important that the historical 10 years of weather observation data and the year in question are evaluated using the same data source. Generally, it will be a government or educational Web site. Do not use data collected by the RE or the Contractor from the Project Site.

Acceptable reporting information can be found at:

[Oregon Climate Service](#) - This webpage shows the average temperature and precipitation for 12/1/1892 to approximately within six months of the present date.

[National Weather Service](#) - This webpage shows information for more recent data or climate predictions and variability.

Statistics for historical weather conditions are also available online from the U.S. Bureau of Reclamations website at <https://www.usbr.gov/pn/agrimet/webarcread.html>, choose historical archive (daily) data access or <http://www.usbr.gov/pn/agrimet/webarcread.html>.

Contact the CAE if you have any questions, or if you have problems locating weather data.

13-10 Utility or Railroad Delays

Delays to the Work caused by Utilities and Railroads may be compensable, if the delay impacts the critical path and the Contractor has fulfilled its obligations per Subsection 00150.50.

To enable the Agency to collect from the Utility or Railroad, the RE must document and maintain accurate records of any damages paid to the Contractor related to a Utility or Railroad delay. [Refer to Chapter 24 - Work Done By Utilities and Railroads.]

13-11 Adjustment of Contract Time

Adjustment of Contract Time follows the process defined in 00180.80(a) through (e), including the Contractor's submittal of a Contractor's Request for Adjustment of Contract Time, form 734-3320, when applicable.

It is the Agency's expectation that the RE will review the Request for Adjustment of Contract Time and will coordinate an Agency response as quickly as possible; typically within one month after the RE receives the request. Failure to promptly respond to the request for time may result in claims for reimbursement from the Contractor for taking actions such as acceleration. If the requested amount of time is beyond the RE's delegated authority, the RE needs to discuss the Agency's decision with the appropriate level of authority (Region/BDU or CAE). [Refer to Chapter 3 – Delegation of Authority.]

If the Contractor disagrees with the RE's findings, the Contractor may escalate the Request for Adjustment of Contract Time, according to the procedures specified in Subsection 00199.40.



CHAPTER 14

SUBCONTRACTS

14-1 Subcontracts

Subcontracted Work is Work performed by an Entity having a direct Contract with the Contractor or another Subcontractor to perform a portion of the Work.

Any Work performed by an Entity other than the Contractor under the Contract (including material testing and surveying) requires a subcontract with very limited exceptions. Exceptions to the subcontracting requirement include:

- Rental of operated Equipment
- Fabrication or machining Work that is performed away from the Project Site
- Truck hauling of Materials (including Owner/Operators)

Every agreement to perform Work, including subcontracts, trucking services agreements, purchase orders, and rental agreements shall indicate whether the Work will be performed by a Disadvantaged Business Enterprises (DBE) or non-DBE (00180.20(d)).

Written consent from the Resident Engineer is required prior to forces, other than the Contractor's own, performing Work on the Contract.

The Contractor remains in full control of the Work whether the Work is performed with its own forces or otherwise.

14-2 Disadvantaged Business Enterprises

Committed DBE firms (those committed as a condition of award including approved substitutes) are not allowed to perform Work under the Contract without a subcontract.

Non-committed DBE firms may be allowed to perform Work without a subcontract similar to non-DBE firms.

14-3 Subcontracting Limitations

A. Contractor Self-Performance

Specification 00180.20(a) and FHWA-1273, Section VI (included in any federal aid Contract) require the Contractor's own organization to perform Work amounting to at least 30% of the original Contract Amount.

Specifications 00180.20(b) defines the term "own organization" to include:

- Employees of the Contractor
- Equipment owned or rented by the Contractor
- Incidental rental or operated Equipment
- Truck hauling of materials
- Materials and Equipment to be incorporated into the Work purchased or produced by the Contractor

NOTE: Although the 30% self-performance requirement does not necessarily apply to Design-Build Contracts per 23 CFR 635.116(d), FHWA permits the Agency to specify its own criteria. The self-performance requirement for Design-Build contracts is specified in Subsection DB180.20(a).

For Construction Manager/General Contractor CM/GC Contracts per 23 CFR 635.504(d), no less than 30% of the total cost of all construction services shall be self-performed by the CM/GC Contractor. This self-performance requirement for CM/GC Contracts is specified in Article 9 in the CM/GC contract and Subsection CMGC180.20(a)

B. Rental of Operated Equipment

Rental of operated Equipment may be allowed without a subcontract (except for committed DBE firms which always require a subcontract) subject to the terms of 00180.20(c). Truck hauling of Materials is not considered "rental of operated Equipment".

The use of rented operated Equipment without a subcontract is limited to minor, incidental, short-duration Work or services at the discretion of the RE. The Contractor must submit a written request to the RE describing the Work or service to be provided, its estimated cost, and the estimated duration. If the RE agrees that the Work or service qualifies as "rental of operated Equipment", the RE must approve the request before the Work or service is provided.

Contact the Contract Administration Unit before approving requests for Work or services with high value and/or with a long duration.

If the RE approves the Contractor's request for rental of operated Equipment, the Contractor shall submit a copy of the rental agreement or purchase order covering the Work.

The rental agreement or purchase order must contain:

- An indication whether the Work or service provider is a DBE or non-DBE
- A requirement that the Work or service provider complies with applicable Contract provisions, including without limitation:
 - » Record requirements of 00170.07
 - » Certified payrolls according to Section 00170

The RE may revoke approval to allow Work or services to be performed without a subcontract if it has been determined that the Work or service goes beyond the limitations discussed above and specified in 00180.20(c-2).

C. Trucking

Trucking services agreements (TSAs) are required for all truck hauling of materials (including owner/operators) not performed by the Contractor with trucks owned or leased by the Contractor (except for committed DBE firms that always require a subcontract) subject to the terms of 00180.20(e). Unless a committed DBE, the material delivery by, for, or from a supplier does not require a subcontract or TSA (regardless of who employs the truck). (See [Trucking Matrix](#).)

Trucking services agreements are not considered “subcontracts” but do require that specific provisions be included in the agreement as specified in subsection 00180.20(e)(1).

The Contractor is required to provide the “template” trucking services agreement(s) that they propose to use on the Project to the RE at the pre-construction conference. The RE must approve the proposed trucking services agreement(s) before they are used on the Project.

After the RE approves the form of the “template” trucking services agreement, the Contractor can use the agreement to hire trucking companies and owner/operators as needed to perform the Work of the Contract. The Contractor must submit an executed copy of the agreement to the RE no later than two days after the trucking company or owner/operator has started Work on the Project.

If an owner/operator provides the trucking service, the Contractor must also present the owner/operator data required under 00170.65(b)(4). The name of the owner/operator must be clearly displayed on the side of the truck.

The RE may revoke approval to allow trucking services under a trucking services agreement if it has been determined that the provided service goes beyond the limitations discussed above and specified in 00180.20(e).

14-4 Subcontracting Requirements

If Work is to be performed by an Entity other than the Contractor and the Work is not within the exceptions and limitations discussed above, or if Work is to be performed by a committed DBE, a subcontract is required.

Subcontract requirements include Work performed by material testers (sometimes referred to as “professional services”). However, if the Contractor indicates to the Agency that Work performed through a subcontract is not subject to prevailing wage requirements, certified payroll reports and a public works bond are not required.

Subcontracts are not generally required to be submitted for consultant engineers hired by the Contractor to prepare submittals and perform related Work.

Every agreement to perform Work, including subcontracts, trucking services agreements, purchase orders, and rental agreements shall indicate whether the Work will be performed by a DBE or non-DBE.

The form of a subcontract can vary widely depending on the parties involved and the type of Work being subcontracted. As long as the required language, specified in 00180.21(d), is contained within the document, and the document is in close conformance with other contract requirements, the document can be considered a subcontract for purposes of the Contract.

If the Work in a current subcontract, at any tier, is modified by Contract Change Order (CCO) or Extra Work Order (EWO), the Contractor must submit a subcontract amendment to the RE for approval according to 00180.21(b). The RE must provide written consent to the subcontract amendment before any of the modified Work can start.

The subcontract amendment can be accomplished by revising the original subcontract or by a letter of agreement describing the change. Subcontract amendments must be signed by both the Contractor and the Subcontractor.

14-5 Procedure for Subcontract Consent

The Contractor shall complete and submit a signed original Contractor's Request for Subcontract Consent, form 734-1964 along with one copy of the complete subcontract with all required attachments.

To the extent practical, the units of Work listed on the request for consent should mirror those used in the Schedule of Items. For material testing subcontracts, the request for consent should indicate the Pay Items that the subcontractor will be testing for and the total value of the subcontract. It is not necessary to list each material Pay Items to be tested separately with units, quantities, and testing prices associated with each of the items.

The RE office reviews the submitted request form and will do the following:

- A. Verify that the Subcontractor has the appropriate licenses and certifications:
 - Contractor's license through the Construction Contractors Board (CCB)
 - Business license through the Corporations Division
 - PE/PLS license through the Oregon State Board of Examiners for Engineering and Land Surveying (OSBEELS)
 - Inspector/technician certifications through ODOT Quality Assurance Certification Program
 - Landscaper's license through the Landscape Contractors Board
 - Traffic control registration (contact Evergreen Safety Council at 800.521.0778)
- B. Verify that the Subcontractor is not on the CCB list of Contractors that are "not qualified to hold or participate in any public contracts", and that the Subcontractor is not otherwise suspended or barred from performing Work on public works or federal aid projects.
 - BOLI's list of ineligible Contractors can be found at <https://www.oregon.gov/boli>
 - The CCB's list disqualified Contractors can be found at: <https://www.oregon.gov/ccb/Pages/Licensing.aspx#InsuranceAndBondResources>.
 - FHWA also maintains a list of excluded parties. The following website link allows you to search for suspended and debarred parties: <https://www.sam.gov>

NOTE: *Submittal, processing and Agency approval of subcontracts on Design-Build contracts follows a different procedure. Refer to Subsection DB180.21 when processing subcontracts for Design-Build contracts.*

For CM/GC, the CM/GC Contractor is required to submit a subcontracting plan in accordance with Article 9 in the CM/GC contract and Subsection CMGC141.40(h). See the CM/GC Manual, Chapter 9-5 and 12.

- C. Verify that a Public Works Bond has been filed with the Construction Contractors Board (unless otherwise exempt). A Public Work Bond is not required if:
 - Prevailing wages are not required under ORS 279C.800 to 279C.870
 - Subcontractor provides approved exemption documentation
- D. Verify that the Subcontractor has a valid letter of agreement with the Tribal Employment Rights Office (TERO), if applicable.
- E. Verify that the description of the work to be subcontracted is accurate, adequate and complete.
- F. Verify that the statute mandated statements are included as required:
 - Cargo Act requirements 00160.20
 - A statement about the Subcontractor's ability to file a complaint with the Construction Contractors Board (ORS 279C.515) [00180.21(d) 1st paragraph]
 - A prompt payment clause (10 days) (ORS 279C.580) [00180.21(d)(1)]
 - A standard form/application for payment clause (ORS 279C.580(3)(b)) [00180.21(d)(2)]
 - A clause that requires the same form and regular administrative procedures for processing payments during the entire term of the subcontract (ORS 279C.580(3)(c)) [00180.21(d)(3)]
 - An interest penalty clause (ORS 279C.580) [00180.21(d)(4)]
 - A lower tier clause (ORS 279C.580) [00180.21(d)(5)]
 - A provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt [00180.21(d), last paragraph, 1st bullet]
 - A statement indicating that workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 (ORS 279.830) [00180.21(d), last paragraph, 2nd bullet]
- G. Verify that both the Prime Contractor and Subcontractor have signed the subcontract.

- H. Provide OCR Regional Field Coordinator form 734-1964. For subcontracts involving DBEs, provide an electronic copy of entire subcontract to the OCR Field Coordinator, in addition to the consent forms.
- I. Verify that the appropriate documents are checked on 734-1964 and the checked documents are included with the subcontracts, except as noted.
- J. Verify that the total amount subcontracted is no greater than 70% of the original contract amount.

After all of the information has been verified, the RE office will complete and sign the original submitted form 734-1964.

Work may proceed if the Contractor submitted a scanned copy of the Contractor's Request for Subcontract Consent, form 734-1964. The RE may withhold payment if the original submitted form 734-1964 is not received in a timely manner.

The Agency's consent to a subcontract does not create a Contract between the Agency and the Subcontractor. Consent does not convey any rights against the Agency to the Subcontractor, and does not relieve the Contractor, or the Contractor's Surety, of any responsibilities under the Contract.

If the subcontracted dollar amount on a Project is approaching 70% of the original Contract amount, the RE office should discuss with the Contractor whether any subcontracts have been terminated or reduced to verify that unused dollar amounts are not contributing to the percent subcontracted amount for the Project.



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:

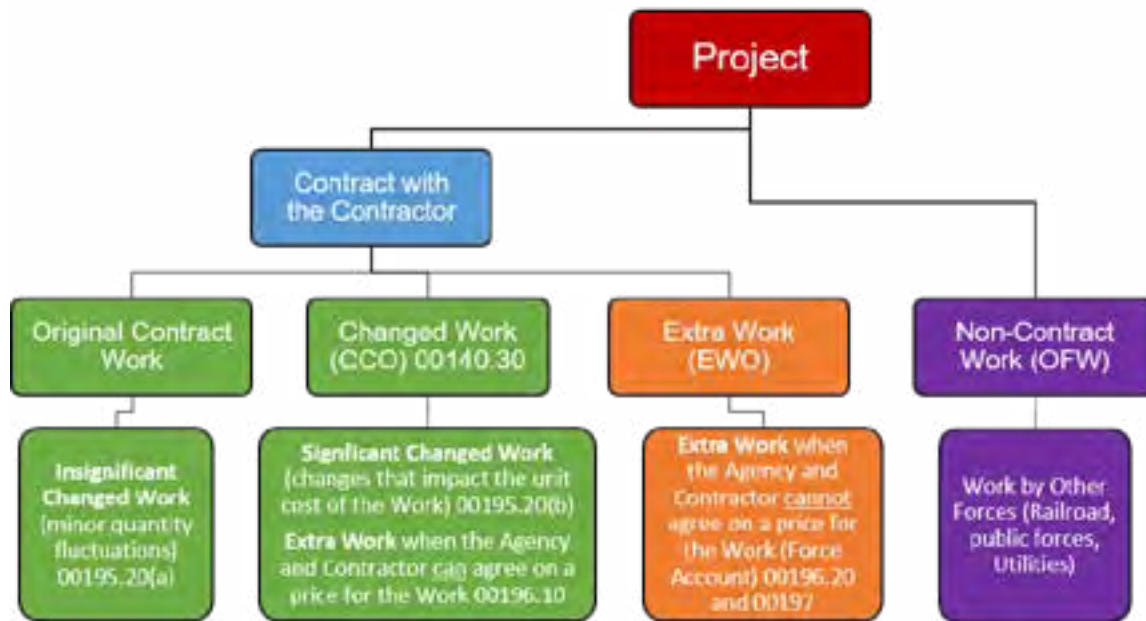
- Contract Change Order (CCO)
- Extra Work Order (EWO)
- Order for Force Work (OFW).

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%:

Standard Specifications	2018	2021
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 A – Avoidable U – Unavoidable E – Elective 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"> Change proposed by the Resident Engineer resulting in no additional cost or cost savings to the Project that still meets the original intent New technical Specifications the Resident Engineer chooses to implement Acceleration costs in the best interest of the public
E	42	Scope change proposed by the Agency either increasing or decreasing original design intent / Bid scope	<ul style="list-style-type: none"> Increase in funding or cost savings allowing the addition of scope Emergency Work
U	43	New requirement implemented after Award of the Contract	<ul style="list-style-type: none"> New requirements or interpretations from regulatory agencies, including FHWA
E	44	Change proposed by the Contractor and accepted by the Agency; not a cost reduction proposal	<ul style="list-style-type: none"> Better product for same cost Contractor convenience that meets or exceeds the original requirements and intent of the Project

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

Classification A – Avoidable U – Unavoidable E – Elective C – Contractor	Reason Code	Definition	Examples
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.

Letter	Pay Item
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:

Letter	Work Type
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>.

Contract Change Order (CCO)	Form 734-1169
Extra Work Order (EWO)	Form 734-3208
Order for Force Work (OFW)	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>.



CHAPTER 16

WORKING DRAWINGS AND SUBMITTALS

Subsection 00150.35 of the Standard Specifications requires the Contractor to submit Working Drawings to the Engineer for review. Other sections of the Contract require the Contractor to submit Equipment lists, drawings, or other submittals to the Resident Engineer (RE) for review.

Projects let under alternative contracting methods such as Design-Build and Construction Manager/General Contractor (CMGC) may require different submittals and submittal protocols. Please refer to your Contract specific requirements.

NOTE: Electronic Shop Drawing Submittals must be processed according to the Guide to Electronic Shop Drawing Submittal which is available electronically on the ODOT Bridge Section website at:

http://www.oregon.gov/ODOT/HWY/BRIDGE/docs/BDDM/PDFs/guide_electronic_shop_drawings.pdf.

Working Drawings and other submittals from Subcontractors and Suppliers shall not be submitted directly to the RE. Required information from Subcontractors and Suppliers must first be provided to the Contractor, who has the responsibility to understand, check and agree with the information, and should so indicate on the transmittal before submitting it to the RE.

The RE must ensure the review is complete, and the Working Drawings and submittals are returned to the Contractor within the time frames specified in the Contract. The Agency could be liable for additional Contract Time if the time frames are exceeded. In most cases, the Agency must review and return the drawings and submittals within 21 Calendar Days (65 Calendar Days if Railroad approval is required) of their receipt. Refer to your Contract for specific time frames.

The RE shall send the Working Drawings and submittals to the designer and Professional of Record (POR) responsible for that portion of the Work. The RE should coordinate the submittal(s) with the designer and POR, and ensure they are returned to the Contractor within the allowed time frames.

The RE will review Working Drawings and submittals to assure that the details on them fulfill the intent and terms of the Contract. Note any concerns on the drawings or submittals before returning them to the Contractor. If the Working Drawings or submittals are incomplete or inaccurate as to be unacceptable, inform the Contractor of those specific concerns in writing and request that new Working Drawings or submittals be prepared and submitted for review.

When the review of the Working Drawings or submittals is completed and comments are shown on the documents, send at least three copies to the Contractor, unless otherwise specified in the Contract. The RE and the reviewer shall keep copies of the Working Drawing(s) with comments that are returned to the Contractor. Provide one copy for the Inspector, and keep one for the Project files.

The RE must assure that the inspection of manufactured components is completed. This is especially true for structural components, but may also be necessary for other metal, concrete, wood, or manufactured products. Contact the ODOT Structure Services Unit for coordination and assistance.



CHAPTER 17

SAFETY

The Contractor is responsible for providing a safety program that provides a safe work-place for its workers, other workers on the Project, Agency employees, Agency repre-sentatives, and the public. That program must fulfill the requirements of the Contract as well as all applicable laws and regulations concerning safety, health, and sanitation standards. See Contractor safety standard, STD96002 for additional responsibility infor-mation. The Contractor may also be held responsible for the safety program and prac-tices of each of its Subcontractors.

The primary responsibility for enforcing safety and health law rests with the Oregon Oc-cupational Safety and Health Division (OR-OSHA). Its representatives will inspect work sites if they receive complaints of hazardous conditions.

17-1 Drug Testing Program

Subsection 00170.74 of the Contract and ORS 279C.505(2) require the Contractor to have in place and maintain throughout the life of each Project, an employee drug test-ing program. The Contractor will also require its Subcontractors to have an employee drug testing program.

The Resident Engineer (RE) is not responsible for monitoring the Contractor's drug test-ing program. However, the Agency may audit, review, or request a copy of the Contrac-tor's drug testing program. If the RE is aware of problems or incidents, the RE should notify the Contractor or other authorities.

17-2 Project Safety

The RE oversees Contractor compliance with the Contract requirements, such as Temporary Protection and Direction Traffic Control. The RE will require the Contractor to complete the ODOT Safety Questionnaire for Contracted Construction Projects and submit to the RE prior to the Pre-Construction Conference. [See Exhibit 17(A).] This form is available at the Construction Forms webpage.

[Refer to Chapter 11 – Before On-Site Work Can Begin, Section 11-2 Pre-construction Conference.]

If the RE notes a safety violation, it should be brought to the attention of the Contractor's Superintendent. If the violation is corrected, this event should be noted in the Project diary or on the General Daily Progress Report, and no further action is required.

If the RE detects or is aware of a safety violation that presents an imminent danger, and the Contractor fails to take immediate corrective action, the RE should order that Work be suspended until the hazard is eliminated. Contact the ODOT Region Safety Manager for advice and guidance. This event should also be noted in the RE's diary or on the General Daily Progress Report.

All employees should be alert for potential danger at all times. Plan ahead so that you do not place yourself in dangerous situations. Look out for your safety, as well as that of other workers and the public. Everyone at the Project Site must comply with the safety requirements of the Contractor, including requirements for hard hats, safety glasses, etc.

Monitor traffic control, devices, and movement of traffic frequently to detect unsafe conditions or situations. Assure that the Contractor is properly maintaining traffic control and devices. If a deficiency is noted, bring it to the immediate attention of the Contractor. The RE should suspend the Contractor's operations if the Contractor does not correct unsafe conditions in a timely and proper manner.

The RE must address the issue of safety when completing the Prime Contractor Performance Evaluation. [Refer to Chapter 34 - Contractor Performance Evaluation.]

17-3 Work Zone Law Enforcement

Work Zone Law Enforcement (WZLE) is a direct project charging program run by Transportation Safety Office (TSO). Law Enforcement use in work zones is intended to make the work zone safer for workers and the traveling public by waking drivers up and slowing drivers down. WZLE can be identified on the [WZLE Decision Tree](#) throughout the project lifecycle, starting with scoping. If WZLE hasn't been identified by project by award (using the pre-award process), but it is needed, Resident Engineers (REs) will need to follow the full 30 step process outlined on the "'to be' 30-Step Process" tab in the [WZLE Workbook](#).

The workbook contains 30 breakout tabs as well as 15 program tabs and a tab on Frequently Asked Questions. One breakout tab for each step in the WZLE process to provide additional information, sub steps, contacts, resources, links, and forms.

When a Force Order has been approved for WZLE on a project

The RE will communicate with Law Enforcement (LE):

1. Invite LE to the pre-con meeting (S17 – Invite LE Pre-Con Meeting) (S19 – Pre-Con Meetings).
2. Strategize WZLE placement with LE (S17).
3. Discuss Work Zone schedule and communicate any changes to schedule with LE (S20 – Communicating WZ Changes).
4. Ensure WZLE presence in Work Zone is captured in daily logs (S21 – Record LE in Daily Report).

The RE will approve and pay invoices:

1. Region Transportation Safety Coordinator (RTSC) will receive invoices from LE and provide initial review (S23 – Submit WZLE Invoice) (S23 – WZLE Invoice Example) (S24 – Review & Approve Invoice).
2. RTSC will send invoices to RE (S25 – Invoice sent to Cost Off).
3. RE will make final approval of invoice (S26 – Pay using WZLE subjob).
4. RE will make payment of the invoice using the WZLE EA/subjob and State Force Order (S15 – Anticipated Items @ PS&E) (S18 – State Force Order).

When WZLE is identified during construction –

1. RE will estimate WZLE needs using the Work Zone Decision Tree and identify funding (S1 – Identify WZLE Needs) (S2 – Estimate WZLE Hours) (S3 – Calculate WZLE Cost) (S4 – Identify Funding Source).
2. RE will notify RTSC (S5 – Request RTSC identify LEA) RTSCs are identified on Step S5.
3. RTSC will communicate WZLE needs with LE and set up a WZLE work order (Step S6 through Step S14).
4. RE will request specific WZLE EA/subjob set up by STIP Coordinator (S4 Row 79).
5. RE will fill out Post-Award LPIF (S15 – Anticipated Items @ PS&E).
6. RE will execute Force Order (S18 – State Force Order).
7. LE requests at least 3 weeks advance notice for scheduling resources.

The Transportation Safety Office (TSO) and Project Management Office (PMO) have developed various WZLE reports. The RE will review the [WZLE Needs Identification](#) report to verify all known WZLE needs have been communicated to RTSC and set up between ODOT and LE Agencies. The 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, the WZLE Program Manager and the Region Transportation Safety Coordinators are identified on the "Contacts – Questions" tab on the [WZLE Workbook](#).

17-4 Accident Investigation and Reporting

When a serious or fatal accident involving the traveling public or a pedestrian occurs within the limits of a construction Project, the RE or Inspector must investigate the accident to:

8. Ensure that the traffic control was and is operating adequately and properly. If the Inspector was not at the Project Site when the accident occurred, the Inspector should discuss the situation with the Contractor to ensure that traffic control was proper. If the traffic control needs to be modified, the RE or Inspector must ensure that it is done immediately by the Contractor.
9. Record information that will allow the Agency to adequately defend itself in the event of legal action or an insurance claim. If possible, take pictures and/or video of the accident site. Agency personnel may also be called to testify in private legal actions about conditions at the time of an accident.

The Inspector and/or RE should record all information related to the accident in the General Daily Progress Report and/or the RE's Diary, including:

1. Date, time, and location of accident.
2. Description of vehicles, names of drivers, occupants, or pedestrians (if known).
3. Condition of roadway and traffic at time of accident.
4. Traffic control configuration at time of accident, including description of Contractor Work activities.
5. Location and description of traffic control devices in the vicinity of the accident or that may have contributed to the accident.
6. Any changes that are made to traffic control because of the accident must also be described.
7. Complete a Report of Motor Vehicle Accident or Hazardous Material Incident Observed or Investigated by Employee, form 734-3589, when required or requested to do so by others.

8. Complete an investigation and Report of Damage to Highway Structure, form 734-3373. Submit the form, along with any accident photos and police reports to the Claims Against Others (CAO) Coordinator. Any questions regarding this process should be directed to the CAO Coordinator. [Refer to Chapter 31 – Protection of Work / Responsibility for Damages.]

In addition, you may be required to provide:

1. A listing or diagram of temporary and permanent signs, with their legends, and their locations in the vicinity of the accident.
2. A listing or diagram of locations of other traffic control devices, including arrow boards, changeable message signs, lane transitions, etc.
3. A description of the condition of pavement markings in the vicinity of the accident.
4. Color photographs of the area around the accident site to depict the conditions at the time of the accident.
5. A copy of any accident report that the law enforcement officer may have completed.

If Agency personnel are at the accident site, they may:

1. Assist in providing first aid if properly trained and/or getting medical help, if needed.
2. Assist in arranging for traffic control unless law enforcement officers have taken over traffic control.

In summary, the RE must ensure, when an accident occurs within a construction Project, that:

1. Traffic control is modified or improved, if needed, to improve traffic movement.
2. Adequate information is recorded to allow the Agency to defend itself, or present information when requested, in legal action. This information is also public information. Upon request, the Agency must produce it in a Public Records Request. The RE should contact the Contract Administration Engineer (CAE) for questions or concerns regarding Agency liability of such a request.



CHAPTER 18

WORKFORCE AND SMALL BUSINESS EQUITY PROGRAMS

Agency Contracts with federal-aid and state funding may include different Work Force and Small Business Equity Programs. These programs include:

- Small Business Programs
 - Minority, Women and Emerging Small Business (MWESB) – State
 - Service Disabled Veteran-Owned Business (SDVOB) – State
 - Disadvantaged Business Enterprise (DBE) - Federal
 - Emerging Small Business (ESB) - State
- Equal Employment Opportunity (EEO) – Federal
- On-the-Job Training (OJT)/Apprenticeship - Federal or State

For Projects that do not include federal-aid funds, the Agency may include an apprenticeship program requirement or an aspirational target. Each program will be addressed separately in this chapter.

NOTE: Projects let under alternative contracting methods such as Design-Build and Construction Manager/General Contractor (CM/GC) may have different goal and target setting procedures, submittal timelines and protocols. Please refer to project specific Contract requirements.

If you have questions regarding any of these programs, call the Office of Civil Rights (OCR) at 503-986-4350, or consult the Civil Rights Field Coordinator (FC), in the applicable [ODOT Region](#).

If you have questions regarding any of these programs, contact the Office of Civil Rights (OCR) or consult the Civil Rights Field Coordinator (FC), in the applicable ODOT Region:

<https://www.oregon.gov/ODOT/Business/OCR/Pages/Contact-Us.aspx>

A. OCR Pre-Construction “Pre-Con” Requirements

The OCR Pre-Con requirements will be emailed to each Resident Engineer (RE) within three days of the Award Letter notification. The report-generated letter will auto-fill the RE’s name on the template letter. The corresponding Field Coordinator (FC), and LAL if applicable, will be copied.

Prior to the Pre-Con Conference, the RE will send the OCR Pre-Con requirements to the Contractor.

For a Project with a zero DBE goal, the RE will:

- Create a new cover letter listing the OCR Pre-Con requirements and attach to the packet of information sent to the Contractor.
- Include OCR Pre-Con requirements as an attachment to the packet of information sent to the Contractor.
- Copy the FC on the packet of information sent to the Contractor.

For a Project with a DBE Contract goal greater than zero:

The OCR will email a PDF copy of the approved Committed DBE Breakdown and Certification Form 734-2531 to the RE to be attached to the Pre-Con requirements. The FC and LAL (if applicable) will be copied.

DO NOT send the OCR Pre-Con requirements until the approved committed DBE breakdown and certification form has been received.

Once DBE breakdown and certification form has been received, the RE will:

- Create a new cover letter listing the OCR Pre-Con requirements and attach it to the packet of information sent to the Contractor.
- Include OCR Pre-Con requirements and the approved committed DBE breakdown and certification form(s) as an attachment to the packet of information sent to the Contractor.

- Copy the FC, and LAL if applicable, on the packet of information sent to the Contractor.

B. OCR “Internal Pre-Con” Meeting

The FC will schedule an internal Pre-Con meeting with the RE office to review the requirements and assure that expectations of them are clear. These meetings are intended to be Project-specific and identify the focus of the reviews and oversight. The RE and appropriate staff must be available for these meetings.

The RE must also copy the Region FC on all Civil Rights related communications. The FC may provide guidance on the content.

C. Pre-Construction “Pre-Con” Meeting

At the Pre-Con with the Contractor, the RE will address each requirement for the Workforce and Small Business Equity Programs included in the Project. The RE will notify the FC of when the Pre-Con meeting will occur and may request assistance from the FC. [Refer to Chapter 11 - Before On-Site Work Can Begin and Exhibit 11B.]

D. OCR Quarterly Reviews

Between First and Second Notification, the FC will, at a minimum, conduct quarterly reviews to determine missing paperwork needed to support OCR requirements are satisfied. The FC will review the following documents:

- Subcontracts (including lower tier Subcontractors)
- Report on Contractor’s Request for Subcontract Consent, Form 734-1395
- Contractor’s Request for Subcontract Consent, Form 734-1964
- Actual first and last Work Days for each Subcontractor
- Paid Summary Reports (PSR) Form 734-2882
- DBE Work Plans (Form 3A) Form 734-2165A
- DBE Commercially Useful Function Form 3B (CUF) Form 734-2165
- Contract Change Orders Form 734-1169, affecting total Contract dollars or Work
- Monthly Employment Utilization Reports (MEUR) Form 731-0668
- Training Program Approval Request (TPAR) Form 734-2880

- Apprentice/Trainee Approval Request (ATAR) Form 734-2878
- Apprentice/Trainee Monthly Progress Report (MPR) Form 734-2879
- Discrepancies from last review report
- Tribal Employment Rights Ordinance (TERO) goal progress, when applicable

The FC will email a written summary of the Civil Rights quarterly review to the RE. The RE should resolve any outstanding issues before the next FC quarterly review.

Monthly, the Office of Civil Rights will electronically distribute the DBE Tracking Report and Workforce Tracking Report to the RE offices and include the LAL, if applicable.

- The DBE Tracking Report shows all the known DBEs on the Project, commitment amount, Contract payment amounts, whether a CUF review has been completed, and whether DBE Work Plan (Form 3A) has been logged as received.
- The Workforce Tracking Report shows Training Goal progress, MEURs missing on the Project, Contract Payment System versus Monthly Progress Reports, and workforce rates for women and minorities on the Project.

For consultant administered Projects, the FC will export the detailed Project specific DBE Tracking Report and Workforce Tracking Report into an Excel spreadsheet and distribute to the consultant RE and LAL.

After Second Notification is issued, the FC will coordinate with the RE to perform a final review of the OCR Project documentation.

A final review summary will be emailed to the RE office, and will list performance measures for any applicable DBE goal, OJT/ Apprenticeship goal, TERO goal (if applicable), and any missing documents that need to be received prior to the RE's issuance of Third Notification.

When all OCR requirements have been satisfied on the Project, the FC will send an email communication to the RE, and LAL if applicable, confirming OCR requirements are satisfied and the Project is ready for close out. [Refer to Chapter 37 – Submittal of Final Project Documentation.]

The RE must address how well the Contractor fulfilled its Workforce and Small Business Equity Program requirements when completing the required Contractor Performance Evaluation. [Refer to Chapter 34 - Contractor Performance Evaluation.]

18-1 Minority, Women, Emerging Small Business Program (MWESB) / Service Disabled Veteran-Owned Business (SDVOB) - State Funded

The Certification Office for Business Inclusion and Diversity (COBID) administers the Certification Programs of Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Emerging Small Business (ESB), and Service Disabled Veteran-Owned Business (SDVOB). Information on the COBID Programs is available at:

<https://www.oregon.gov/biz/programs/COBID/Pages/default.aspx>

Information on the MWESB and SDVOB Supplemental Aspiration Contract Provisions is available at: <https://www.oregon.gov/odot/Business/OCR/Pages/Disadvantaged-Business-Enterprise.aspx>

A. Contractor-Submitted Diversity Plan

The Contractor is required to submit a Contractor Diversity Plan to the RE office that meets the requirements of the Supplemental Specifications on State Projects without Federal DBE requirements. An example of these provisions can be found at:

<https://www.oregon.gov/odot/Business/OCR/Pages/Forms.aspx>

A sample Diversity Plan can be found at:

<https://www.oregon.gov/odot/Business/OCR/Pages/Forms.aspx>

The RE is responsible for forwarding the Contractor's submitted Diversity Plan to the FC for review and acceptance. The FC will alert the RE if there are any discrepancies.

B. Contractor Payments to Subcontractors

The Contractor is required to certify payments made to Subcontractors. For State Projects with an Aspirational Target greater than zero, the RE will review the Contractor's completed Paid Summary Report, Form 734-2882.

The RE is responsible for forwarding a copy of the completed Paid Summary Report forms to the FC. The FC will review the report and alert the RE if there are any discrepancies.

18-2 Disadvantage Business Enterprise (DBE) Program - Federally Funded

A. Background/Overview

Implementation of the DBE Program is to be given the same priority as compliance with all other legal obligations incurred by ODOT under its financial assistance agreements with USDOT. The RE is responsible for monitoring and enforcing the DBE Contract requirements. Information on the ODOT DBE Program Plan is available on the OCR website at: <https://www.oregon.gov/odot/Business/OCR/Pages/Disadvantaged-Business-Enterprise.aspx>

B. Project Goal Setting

The OCR assigns DBE Contract goals for federally funded Projects. For federally funded Projects with contract goals, each Bidder must submit with its Bid the DBE Commitment Certification and Utilization Form 734-2785 (Form 1). For Projects with a DBE goal, approval of the Contractor's commitment or its good faith efforts to meet the DBE goal is a condition of Award.

C. DBE Commitment

For any Project with a DBE Contract goal, the winning Bidder must submit a Committed DBE Breakdown and Certification Form 734-2531 (Form 2) for each committed DBE to the OCR Info Request mailbox within ten days of Notice of Award. **Note:** Each commitment becomes a requirement of the Contract.

The OCR will send a copy of the approved Committed DBE Breakdown and Certification form(s) along with the OCR Pre-Con Requirements Letter to the RE prior to Notice to Proceed.

D. Termination and Substitutions of Committed DBEs

The Contractor must have "good cause" to terminate and/or substitute a committed DBE. The Contractor is required to notify the RE in writing and obtain written consent before terminating and/or substituting the committed DBE that was a condition of Contract Award. The Contractor also has notice requirements under the DBE Provisions, Section 10.00(b), and is required to notify the affected DBE.

The RE must:

- First consult with the FC, and DBE Program Manager if needed, before providing written concurrence with a DBE termination and/or substitution, and copy the FC and the DBE Program Manager on the correspondence.

- Consider the DBE's response under the DBE Provision, Section 10.00(b) of DBE terminations and/or substitutions.

E. Commercially Useful Function

1. DBE Work Plan Proposal – Form 3A

The DBE Work Plan Form 3A is required for all DBEs participating as Subcontractors on the Project, including non-committed DBEs.

The DBE Work Plan Proposal Form 734-2165A (Form 3A) is completed by the DBE and submitted to the Contractor. The Contractor is required under the DBE Supplemental Required Contract Provisions, Section 07.00, to submit the DBE Work Plan Proposal to the RE at the Pre-Con meeting for all known and committed DBE(s).

The completed Form 3A should show sufficient description of the DBE Work to support a DBE Commercially Useful Function (CUF) Form 734-2165. Contact the FC for any technical advice and assistance.

The RE will:

- Review the DBE Work Plan (Form 3A) for all DBEs (committed and non-committed) for completeness, including supporting documentation.
- Verify that the subcontract is consistent with the DBE Work Plan (Form 3A) and Committed DBE Breakdown and Certification Form 734-2531, as appropriate.
- Send a copy of all documents to the FC. The FC will review DBE Work Plan (Form 3A) and any supporting documentation to verify the DBE's CUF.
 - » Coordinate with the FC if CUF compliance issues are identified.
 - » If the FC or RE determines corrective action is needed, RE will provide written comments to the Contractor.
- Send a copy of the reviewed and accepted DBE Work Plan (Form 3A) to the Contractor.

The Contractor must comply with all requirements of the DBE Supplemental Required Contract Provisions that are included in the Contract. Those provisions must also be incorporated into all subcontracts, at all tiers. [Refer Chapter 14 Subcontracts.]

2. Commercially Useful Function (CUF) Review – (Form 3B)

The RE or designated representative must perform a CUF evaluation of each DBE performing Work on the Project, including committed and non-committed DBEs. [Refer to DBE Supplemental Required Contract Provisions, Section 09.00.]

The RE must complete and sign a Disadvantaged Business Enterprise Commercially Useful Function (Form 3B) Form 734-2165 and submit it, along with any other needed information, to the FC.

The RE or designated representative must perform at least one CUF review per DBE:

- For each 12-month period, for Projects where the DBE's Work lasts longer than twelve months.
- Whenever a significant change in the operation of the DBE occurs (e.g., when new Equipment is used or Work crews change).
- Whenever a replacement or substitution of a DBE occurs (for the new DBE).
- Whenever a significant Change Order changes or affects the Work to be accomplished by the DBE (e.g., when a new type of Work is added).

If the FC or the RE identifies any discrepancies or CUF issues on the form, they will coordinate to determine any needed corrective action.

The RE will also note whether the Contractor had any CUF violations when completing the required Contractor Performance Evaluation. [Refer to Chapter 34 - Contractor Performance Evaluation.]

F. DBE Truck Monitoring

This section is specific to Projects in which the Contractor is using DBE trucking to meet the committed DBE goal for the Project. The following is in addition to all other DBE responsibilities of the RE:

1. DBE Trucking - Work Plan Proposal – Form 3A

Whenever a DBE trucking firm is being used to meet an assigned Contract goal, DBE Contractor/Subcontractor must individually identify all trucks intended for use on the Project on its DBE Work Plan Proposal Form (3A) 734-2165A or an attached list.

The RE will request the DBE Contractor/Subcontractor supply detailed information about each driver, each truck, and any required supporting documentation must be provided, including:

- The driver's name, craft classification, and whether regularly employed by the DBE. If not regularly employed, list the recruitment source.
- The truck information, including:
 - » License plate/truck number
 - » Who owns the truck and whether or not the owner is a DBE firm
 - » Type of truck (end dump, belly dump, etc.)
 - » Make and model of tractor and trailer
 - » Whether the truck, tractor or trailer is owned or leased by the DBE
 - » Copy of lease agreements for any trucks, tractors or trailers leased by the DBE

The DBE firm may add trucks to the Work Plan (Form 3A) at any time prior to the truck being utilized on the Project.

For any owner/operators being utilized, the Contractor will also need to provide the information as required in 170.65(b)(4).

2. DBE Trucking – Daily DBE Trucking Log Form 734-2916

All DBE trucking Subcontractors are required to maintain a Daily DBE Trucking Log Form 734-2916 of all trucks used on the Project. The form 734-2916, or an alternate form, must include the same information and shall identify the truck used by:

- Either license plate number or some other specific identification system
- Truck owner
- The number of hours it was used for each day

The DBE Contractor/Subcontractor is required to submit to the RE the Daily DBE trucking log within 14 days of the first recorded date of the Work and then on a weekly basis thereafter.

3. DBE Trucking – CUF Review - Form 3B and Full Shift Verification

In addition to the CUF review, the RE is also responsible for performing an independent verification of all trucks used on the Project for a full work shift. The RE must, without prior notice to any Contractor or Subcontractors, independently verify at least 10% of the total value of DBE trucking services being provided on the Project.

The RE will generate the shift verification listing of trucks from one of the following methods below:

- Use truck tickets for weighed Material delivery, where appropriate.
- Use an Inspector to maintain a log or photograph of all trucks entering the Project for the selected Day.
- For Projects where it is not practical to identify every truck on the Project for a given day, the RE will develop and document an alternate plan in cooperation with the FC.

Again, the RE office should not provide advance notification to the DBE Subcontractor for days performing the independent verification.

The RE will:

- Choose random peak trucking days to perform the verification.
- Verify all trucks in use on the Project for a full shift.
- Compare the RE's listing of trucks on the Project to the appropriate daily log provided by the DBE Subcontractor.
- Contact the FC if there is a discrepancy in the comparison and assist in investigating the discrepancy.
- Document the resolved discrepancy.

If the discrepancy is unresolved, the verification will be expanded until the RE and FC are satisfied that appropriate DBE credit is being given on the Project.

DBE credit will be given based on the total Subcontractor trucking logs, provided the comparison validates the Contractor's Daily DBE Trucking Log.

4. DBE Crediting for Trucking Firm Services

The RE will be responsible for determining the crediting for the DBE Trucking firm. To determining the crediting, the RE will:

- Compare the dollar value of the DBE trucks to the non-DBE trucks that Work for the DBE trucking firm.
- Determine the credit by evaluating to the total value of the DBE trucks the DBE Trucking firm provides, plus the equal value of the non-DBE trucks that performed Work on the Project.

For instance, a DBE Trucking firm has both DBE trucks and non-DBE trucks performing Work on a Project. If the dollar value of the DBE trucking Work performed is determined to be \$50,000 and the non-DBE trucking Work performed is determined to be \$72,000. The total DBE credit for the trucking services will be limited to \$100,000 and not \$122,000.

G. Contractor Payments to Subcontractors

The DBE Supplemental Required Contract Provisions include the requirements of ORS 279C.580, which requires the Contractor to pay each of its Subcontractors within 10 days of receiving payment from the Agency.

The Contractor is required to certify payments made to Subcontractors. On each Project, the Contractor is also required to complete and submit a Paid Summary Report, Form 734-2882 to the RE 20 days after receipt of payment from the Agency.

The RE is responsible for forwarding a copy of the completed Paid Summary Report form(s) to the FC. The FC will review the report and alert the RE if there are any discrepancies.

H. Corrective Action

If the RE or FC identifies any failure to perform by either the Contractor or any Subcontractor on Projects covered by federal regulation or State statute, the RE must initiate any actions needed to correct violations of the DBE Program.

The RE must:

- Notify the Contractor in writing to require that the violation is corrected in a timely manner.
- Consider use of all legally allowed sanctions and penalties to achieve DBE Program compliance, including those actions listed in Chapter 35 – Termination and Breach of Contract if, as a result of failure by the Contractor, the DBE commitment is not met.
- Copy the FC on all actions.

18-3 Emerging Small Business Program (ESB) - State Funded

The RE is not responsible for the ESB program unless directly overseeing a specific Contract funded directly by the ESB program. Program funds are dedicated to Projects and activities specific to ESB inclusion and development, and cannot be used for purposes other than those defined as a benefit to firms certified as ESB.

ESB funds are designed to provide the opportunity for ESB certified firms to gain experience functioning as a prime on a smaller project. ESB contracts are capped at \$100,000 per Contract, and ESB funds may not be used for the performance of subsidiary work under another Contract.

18-4 Equal Employment Opportunity Program (EEO) - Federally Funded

The goal of the Equal Employment Opportunity Program is to ensure that women, minorities, and other disadvantaged people are adequately represented in construction Work.

The Contractor, and all of its Subcontractors, must comply with the requirements of the Required Contract Provisions Federal-Aid Construction Contracts (FHWA 1273), On-Site Workforce Affirmative Requirements for Women and Minorities on Federal-Aid Contracts, and the Equal Employment Opportunity Provisions included in all Contracts with Federal-Aid funding.

A. EEO Aspirational Targets

Projects may include the EEO-Aspirational Target Provisions.

More information on the ODOT Workforce Development Program is available on the OCR website at:

<https://www.oregon.gov/odot/business/ocr/pages/index.aspx>

B. EEO Reports

Monthly Employment Utilization Report (MEUR)

The Contractor and each Subcontractor shall submit each month to the Engineer a Monthly Employment Utilization Report Form 731-0668 as required by the supplemental provisions.

Each Contractor or Subcontractor must complete and submit the form for each calendar month within the "start" and "end" dates the Contractor or Subcontractor is contracted to be on the Project,

whether or not Work was performed. A calendar month begins on the 1st and ends on the last day of the month.

For instance, if a Subcontractor is performing Work from September to December of the current year and completes its work, the Subcontractor would only submit MEURs for September through December not the entire Project.

The RE will review all MEURs submitted by the Contractor and its Subcontractors monthly for completeness and accuracy and must verify that the following items are correct:

- Contractor's and Subcontractor's name
- ODOT Contract number
- Subcontract number
- Report month and year
- Verify the hours claimed on the MEUR match the hours recorded on the certified payrolls

The RE will also review whether the report is new or revised. If the "No Work Performed" box is checked, verify that no Work was performed by the Contractor for that month.

If acceptable, the RE will approve the electronic MEUR Form by forwarding it to the FC.

If unacceptable, the RE will return the original email and attachment (MEUR pdf file) to the Contractor. The RE should:

- Indicate why the electronic MEUR is being returned.
- Give a brief explanation of the question and/or discrepancy in the body of the email.
- Provide a due date to the Contractor to ensure that the electronic MEUR is corrected and re-submitted timely.

Once the revised electronic MEUR is submitted and accepted by the RE, the RE will forward it to the FC.

If the FC reviews the electronic MEUR and determines the MEUR has an error and is not acceptable, the FC will return the MEUR to the RE for correction. The FC should:

- Indicate why the electronic MEUR is being returned.
- Give a brief explanation of the question and/or discrepancy.
- Request the electronic MEUR is corrected and re-submitted in a timely manner.

18-5 Reimbursable On-the-Job and Apprenticeship Training - Federally and State Funded

When OCR determines that the Reimbursable Federal On-the-Job/Apprenticeship Training Special Provisions apply to a Project, a specific number of hours are assigned as a Pay Item with a fixed Pay Item price. The Contractor is reimbursed for qualified hours worked up to 150% of the Pay Item quantity. If the Contractor fails to meet the Pay Item quantity, the disincentive clause in Section 6 of the applicable Special Provisions will be enforced.

For Projects without federal funding that OCR determines to have reimbursable State funded Apprenticeship Training Special Provisions applied, a specific number of hours are assigned to the Pay Item. The Contractor is reimbursed for the qualified hours.

If the Special Provisions for OJT/Apprenticeship Training apply to the Project, regardless of whether it is State or federally funded, the following procedures apply:

A. Pre-Construction Conference ("Pre-Con")

At the Pre-Con, the Contractor will submit a completed Training Program Approval Request (TPAR), Form 734-2880. The Contractor is ultimately responsible for meeting the OJT/Apprenticeship requirement. However, the Contractor may choose to have one or more of its Subcontractors fulfill part of, or the entire, OJT/Apprenticeship requirement. If the Contractor fails to submit the Training Program Approval Request Form(s) at the Pre-Con, the RE should set a deadline for the Form(s) to be submitted (prior to the Contractor beginning Work) and follow up with the Contractor.

The RE will forward the submitted Training Program Approval Request Form(s) to the FC. Upon approval/denial, the form(s) will be returned to the RE for distribution back to the Contractor.

B. First Notification

1. Apprentice/Trainee Approval Request (ATAR)

Before the Contractor can begin receiving credit/payment toward the OJT/Apprenticeship Pay Item, the Contractor shall complete and submit an Apprentice/Trainee Approval Request (ATAR), Form 734-2878 to the RE for each apprentice to be credited toward the Pay Item. The RE shall forward the ATAR(s) to the FC. Upon approval/denial, the form(s) will be returned to the RE for distribution back to the Contractor.

2. Monthly Progress Record (MPR)

Each approved Apprentice/Trainee shall complete an Apprentice/Trainee Monthly Progress Report (MPR), Form 734-2879 for each month in which the Apprentice/Trainee worked on that Project. The Contractor is required to submit the MPR to the RE by the 10th of each month.

The RE is required to:

- Verify that the Contractor has an approved Training Program and approved ATAR for the apprentice or trainee.
- Verify the hours claimed on the MPR match the hours recorded on the certified payrolls.
- Verify the classification/craft on the certified payrolls match the approved Training Program and ATAR.
- Verify that hours are qualified hours to be reimbursed for the Training/Apprenticeship program including any classroom hours required.
- Verify that the MPR has all required signatures.
- Track the hours monthly and overall to ensure the Contractor meets at least 100% of the OJT goal, but payment does not exceed 150% of the item.
- Return any discrepancies to the Contractor for correction.

Once hours have been verified, the RE shall note the total hours to be paid on the report, ensure that the Contract number is on each report, and forward to the FC each month for monitoring and reporting.

The RE will use the MPR for “paynote” documentation. [Refer to Chapter 12D - Quantities.]

C. Second Notification

The RE will notify the FC when Second Notification is issued so the FC can determine if any paperwork is missing prior to issuance of Third Notification.

The RE should also verify that the amount paid in CPS matches the amount tracked on the ODOT MPR.

If, at the Second Notification, the Contractor has not achieved the Training Goal a disincentive to the Contractor will be applied. [Refer to Section 6 of the Reimbursable Federal On-the-Job and Apprenticeship Training provisions.]

When completing the required Contractor Performance Evaluation, the RE shall address whether the Contractor fulfilled the OJT/Apprenticeship requirements. [Refer to Chapter 34 - Contractor Performance Evaluation.]

18-6 Title VI / Environmental Justice

Title VI of the Civil Rights Act of 1964

"No persons in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

This law has been amended to include sex, disability, age and socio-economic position as protected groups. It also includes Environmental Justice (EJ) which include the socio-economic effects on communities and Limited English Proficiency (LEP).

Affected principles should be implemented in conjunction with Title VI. EJ requires that considerations be made in the implementation of public Projects to avoid disproportionately high and adverse effects on low income or minority populations as well as LEP persons. LEP populations consist of those individuals for whom English is not their primary spoken language and who also have a limited ability to read, write, speak or understand English as a result of their national origin.

Nondiscrimination laws and regulations apply to all ODOT programs and activities regardless of the funding. The scope of this law includes all activities and programs of a recipient, not just the specific ones funded by federal dollars. Under Title VI, ODOT is responsible for the compliance of our sub-recipient, the Contractors.

Title VI, LEP and EJ should be addressed throughout the life of a Project. Any activities that may adversely impact a protected group could be a potential Title VI issue. When necessary and requested, documents will be translated to the language participants can clearly understand under the LEP program. This includes the translation of vital documents into the language of the identified LEP population.

Discrimination Complaint Process:

- Document nature and details (name, facts, basis) surrounding discrimination complaint.
- Notify FC of complaint and relevant information necessary to launch investigation.
- Collaborate with FC to resolve complaint and circumvent escalation of complaint.

If any group or individual feels their rights have been violated under Title VI, a complaint may be filed with the entity they feel violated them or the Agency. This complaint must be made within 180 days of the alleged action, be in writing and contain clear details as to what happened, when, and who was involved.

If you have any questions, please contact the ODOT Title VI Officer. More information on the Title VI/Environmental Justice program is available on the ODOT OCR website.



CHAPTER 19

LABOR COMPLIANCE

19-1 General

Contractors' employees working on public works construction Projects, whose duties are manual or physical in nature, must be paid at least the applicable prevailing wage rates (hourly base wage rate plus hourly fringe benefits) specified in the Contract for the trade classification of Work they are performing.

When a Project is covered under the State's Bureau of Labor and Industries (BOLI) Prevailing Wage Rate (PWR) law and uses federal funds, the Project will be subject to both the state PWR law and the federal Davis-Bacon and Related Acts (DBRA) at the same time. Even if the Project is funded solely with federal funds, the Project is subject to both State PWR and federal requirements.

For Projects subject to both State and federal prevailing wage rate laws, BOLI will follow federal guidance for the definition of "Site of the Work" and to determine when prevailing wages are due to material delivery personnel.

The Resident Engineer (RE) monitors labor compliance on Agency Projects subject to prevailing wage rate law (DBRA and/or BOLI PWR law). For guidance and determinations relating to "Site of the Work" and material delivery personnel contact ODOT's Labor Compliance Officer (LCO). For consultant managed Projects, contact ODOT's Consultant Project Manager (CPM) or Local Agency Liaison (LAL) for assistance.

19-2 Prevailing Wage Rate Laws and Governance

Federal Davis Bacon and Related Acts (DBRA) and the State's Bureau of Labor and Industries Prevailing Wage Rate (BOLI PWR) Law

A. Covered Work and Wage Rate Determinations

The U.S. Department of Labor (US-DOL) periodically conducts wage surveys to determine prevailing wages as required by the DBRA and Code of Federal Regulations (CFR 29 Labor).

BOLI conducts annual surveys to determine prevailing wages consistent with Oregon Revised Statutes (ORS 279C) and Oregon Administrative Rules governing BOLI and public works contracting.

All federally funded Projects on the National Highway System are covered by DBRA and prevailing wage rates must be paid to Contractor's employees performing duties that are manual or physical in nature on the Project worksite. DBRA prevailing wage rates may not apply to Federal Aid Projects that are off the National Highway System or to Projects that are totally funded with State dollars. These Projects are covered by BOLI PWR law, and the appropriate wage rate determination is specified in the Contract.

For Projects subject to both State PWR and federal regulations, Contractors and Subcontractors must pay the higher (hourly base wage rate plus hourly fringe benefit) of either the DBRA or the BOLI wage rate determination for the trade classification of Work being performed.

A public agency may use a single date to establish both the State prevailing wage rate and the applicable federal prevailing wage rate for Contracts subject to both BOLI PWR law and the Davis-Bacon Act. The applicable wage rate determinations are specified in the Contract.

A wage estimating tool is available to assist in establishing the correct prevailing wage, fringe, and zone pay rates and for use when reviewing certified payroll reports. Wage information is uploaded for each project in Doc Express into the Z03 Certified Payroll and Z05 Payments drawers with a file name for Wages - Cost Estimating.

B. Potential Wage and Hour Violations

The public contracting Agency is responsible for investigating wage and hour-related claims and potential violations for Projects covered by both DBRA and BOLI PWR law. If the RE's office becomes aware of a potential violation, contact should be made to the Contractor to validate information and attempt to correct any wage and hour related issues. Written correspondence to the Contractor is recommended, with copies to ODOT's Labor Compliance Officer and the Project file. If a remedy is not achieved at this level, the issue is escalated to the LCO.

BOLI is responsible for enforcement of the State's PWR law. If violations are found BOLI has authority, under ORS 652.230, to file a claim against the Contractor's bond for wages owed employees.

During an investigation, BOLI will request information from the contracting Agency including certified payroll reports, the Contractor's Surety and bond information, and the Inspector's Daily records to begin the BOLI investigation. The RE should provide this information to BOLI promptly. ODOT's LCO is the primary point of contact for BOLI and US-DOL inquiries, investigations, and coordinates requests for Project records with the RE Office.

19-3 Roles and Responsibilities

Contractor's and Subcontractor's employees performing manual or physical labor on a prevailing wage covered Project must be paid prevailing wages for the trade Work they are performing as specified in the Contract. If employees are paid a prevailing wage Contractors and all Subcontractors must submit certified payroll reports (Forms WH-347 and WH-38F, or any form with identical wording and information) including the signed certification/statement of compliance page. There are instructions available for completing BOLI's certified payroll forms found at the following link WH-38A.

The RE monitors labor compliance over the course of the Project and approves final labor compliance acceptance at Project completion.

This Section is divided into three parts based on the roles and responsibilities of the Contractor, RE Office and the LCO.

A. The Contractor

1. Required Postings

Each Contractor is required to post all the following documents in an accessible place at the Project Site. (The posting must be in an accessible place and at a location where workers are likely to gather and can read the posters freely without suspicion, question, or influence.)

- US-DOL WH-1321 Poster "Employee Rights Under the Davis-Bacon Act"
- Employee Rights Under the Fair Labor Standards Act (FLSA/ Minimum Wage)
- Job Safety and Health: It's the Law (Occupational Safety and Health Act/ OSHA)
- Employee Rights and Responsibilities under the Family and Medical Leave Act (FMLA)
- Migrant and Seasonal Agricultural Worker Protection Act Notice (MSPA)
- Employee Rights for Workers with Disabilities Paid at Special Minimum Wages (FLSA Section 14(c))
- Employee Polygraph Protection Act Notice (EPPA)

- Your Rights under USERRA
- Employee Rights under the H-2A Program
- Employee Rights on Government Contracts (SCA, CWHSSA, Walsh-Healy)
- Notification of Employee Rights under Federal Labor Laws
- Prevailing wage rates (hourly base wage rate plus hourly fringe benefits), and applicable zone pay
- Information on fringe benefit plans or program details, and how to access those benefits
- A regular Work schedule (days of the week and number of hours per day)
- Prevailing Wage Complaint link to BOLI's website listed below

All forms and posters required are available electronically and can be found at:

<https://www.dol.gov/general/topics/posters/#workplace-posters>

<https://www.oregon.gov/BOLI>

2. Work Schedule

Contractors must give employees and the RE a regular Work week schedule (Days of the week) and Work shift hours (beginning and ending hours per Day) in writing before beginning Work on the Project. If a Contractor fails to give written notice of the employee's schedule, then the Work schedule is presumed to be a 5-day, 8 hours per day Work schedule.

- Five days, eight hours per day (5-8s), Monday through Friday.
- Four consecutive days, ten hours a day (4-10s), Monday through Thursday.
- Four consecutive days, ten hours a day (4-10s), Tuesday through Friday.

If the Contractor has a 4-10 Work schedule and requires its employees to Work on a fifth day, the Work schedule for those employees for that week reverts to a 5-day 8 hours per day work schedule, and overtime must be paid based on the 5-day Work schedule. This is not considered a change in the regular Work schedule.

Example: The Contractor has a Work schedule of 4-10s, Monday-Thursday. Employees worked 10 hours each day. Employees also Work for two hours on Friday. The Work schedule reverts to a 5-day 8 hour per day schedule, resulting in two hours of overtime due each day Monday-Thursday, and no overtime on Friday.

The Contractor may elect to employ crews or individuals on different Work schedules.

The Work schedule cannot be changed back and forth to avoid paying overtime. A change in Work shift (for example, day shift to night shift) is not

considered a change in Work schedule as long as the Days of the week worked are not changed.

Note: If a trade union's collective bargaining agreement (CBA) applies and has different overtime provisions, the provisions in the bargaining agreement will take precedence over both state and federal PWR law governing overtime.

3. Classification

The Contractor must pay each employee for the trade classification of Work the employee is performing.

If the employee is working in more than one trade classification the Contractor may elect to pay either:

- The prevailing wage rate for the hours worked per each classification, or
- The higher of the two classification wage rates for the total hours worked.

4. Total Base Wage Rate

The "total base wage" is the base wage rate plus applicable fringe benefits, either paid as cash to the employee or into a program or plan. Overtime must be paid at the rate of one and one-half times the hourly base rate plus applicable zone pay or $((\text{hourly base rate} + \text{hourly zone pay}) \times 1.5) + \text{hourly fringe rate}$.

5. Fringe Benefits

The Contractor must pay fringe benefits to each employee for all time worked as specified in the prevailing wage rate determination included in the Contract.

The Contractor may pay fringe benefits as cash to the employee for time worked or may put the fringe benefits into bona fide pension, health, insurance, vacation, or other appropriate programs.

Paying lodging expenses or per diem for travel is not considered a fringe benefit.

For overtime calculations the base wage rate is used at one and one-half times without fringe benefit amounts included. If fringe benefits are paid as cash to the employee, when the amount of fringe is removed from the wage rate, the wage rate used for overtime calculations must be at least equal to the prevailing wage rate specified on the wage determination for that trade classification.

The Contractor may not reduce the wage or fringe benefit for any payment that the Contractor is required by federal, State, or local law to make (such as workers compensation, unemployment compensation, or social security contributions).

6. Zone Pay

The Contractor must pay zone pay as required in the Contract.

Zone pay is typically measured from the midpoint of the Project to the nearest base point referenced in the wage rate determination for the trade classification.

If the employee is working in multiple zones the Contractor may elect to pay either:

- The highest of all the zone pay for all Work on the Project, or
- The appropriate zone pay for Work performed in each zone.

7. Overtime

The Contractor must pay each employee at the proper overtime rate for all overtime worked. ORS 279C.540 specifies overtime requirements for all public works Projects. There are only two exceptions:

- If a trade union's collective bargaining agreement (CBA) applies and has different overtime provisions, the provisions in the bargaining agreement will take precedence over both state and federal PWR law governing overtime.
- For employees who work for Indian-owned businesses on Indian reservations, overtime is specified in the federal Contract Work Hour & Safety Standards Act (CWHSSA) and must be paid for all Work performed over 40 hours in a Work week.

The Contractor must pay overtime when:

- Work is performed in excess of eight hours in a Day and 40 hours in a week when the Work schedule is five consecutive Days, Monday through Friday, or
- Work is performed in excess of 10 hours in a Day and 40 hours in a week when the Work is four consecutive Days (either Monday-Thursday or Tuesday-Friday), and
- Work is performed on Saturdays, Sundays, six legal holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day).

If the established four-Day Work schedule is not followed due to weather, scheduling, or other circumstances then that week's Work schedule reverts to a five-day Work schedule, and overtime is owed for any hours worked over eight in any Day during that week.

When an employee works in more than one trade classification and earns more than one base rate of pay during the Day, and overtime is owed, then the

overtime must be calculated and paid based on either a weighted average of the hourly base rates earned or all the overtime for that Day must be paid at the highest rate worked.

8. Monitoring Labor Compliance

The Contractor monitors labor compliance for itself and all of its Subcontractors by:

- Reviewing Subcontractor's certified payroll reports for errors or potential wage and hour concerns or violations. Address all concerns to the Subcontractors promptly.
- Withholding 25% of any amount earned by a Subcontractor if the Subcontractor does not submit, does not submit timely, or does not provide corrected or revised certified payroll reports as required in 00170.65(a) and ORS 279C.845.
- If a Subcontractor does not pay the proper wages, fringe benefits, zone pay, or overtime owed, the Contractor is obligated and responsible to pay a Subcontractor's employees if a Subcontractor fails and/or refuses to properly pay its employees.

Note: For Design-Build Projects subject to the DBRA and/or BOLI PWR law, the Contractor and all Subcontractors are required to provide the same documents and meet the same requirements for labor compliance as described above.

B. Resident Engineer (RE) Office

The RE monitors labor compliance over the course of the Project and approves final acceptance of labor at Project completion.

The RE reviews and compares certified payroll reports to verify base wage rates, fringe benefits, zone pay, and overtime calculations are being paid and reported correctly. Any errors or concerns should be addressed with the Contractor promptly for correction or revision.

The RE is responsible to:

- Conduct employee wage interviews, typically every six months, with the Contractor's and Subcontractor's employees to validate wages paid, fringe benefits, proper classification of Work, and overtime paid on federal aid Projects covered by DBRA (CFR 29 Labor).
- Review and compare certified payroll reports with Inspector Daily reports and Employee Interview reports to check the classification of Work being performed, wages paid, and Subcontractors working on-site to anticipate certified payroll reports that are required.
- If errors or deficiencies are found in reviewing certified payroll reports, require the Contractor to correct the error and submit a revised or supplemental certified payroll report with corrections made including a new signed certification/statement of compliance page.

- If Contractor's employees are due additional wages and/or fringe benefits, zone pay, or overtime pay, proof of payment to the employee is required to validate the correct wages have been paid. A copy of a canceled check, money order, or bank deposit slip will provide adequate proof the error has been corrected, and the employee has been paid properly.

Retain the original submitted certified payroll report, the corrected/revised certified payroll report, proof of employee payment, and any other wage related correspondence in the Project files.

- Withhold 25% of any amount earned by the Contractor if the Contractor does not submit, doesn't submit timely, or doesn't provide corrected or revised certified payroll reports as required by 00170.65(a) and ORS 279C.845.
- Submit all certified payroll reports for the Contractor and Subcontractor(s), Employee Interview Reports, and related wage and hour documentation, and the Resident Engineer's Labor Compliance Certification, form 734-1734 for final labor compliance documentation. Refer to Chapter 37 – Submittal of Final Project Documentation.

For Design-Build Projects subject to the DBRA and/or BOLI PWR law, the RE responsibilities for monitoring labor compliance and performing certified payroll review are the same as described above.

C. Labor Compliance Officer (LCO) – Contract Administration

The Labor Compliance Officer (LCO) is responsible to:

- Attend Pre-Construction Conferences to address labor compliance requirements as requested by the RE's office.
- Monitor labor compliance by reviewing payroll reports, employee interview reports, and inspector daily logs in the RE's office, local agency Project offices, and consulting firms for consultant managed Projects.
- Provide program-level technical expertise to RE staff and Contractors.
- Identify and provide training as scheduled or requested.
- Conduct investigations of wage and hour-related complaints.
- Track complaints and remedies for trending and training opportunities.
- Perform random audits on the total labor program for overall compliance.
- Be the primary point of contact for BOLI and US-DOL.
- Be a technical resource for ODOT staff and industry partners.

19-4 Certified Payroll Reports

A. Contractor Reporting Requirements

On Federal Aid Projects, Contractors and Subcontractors must pay the higher of either the Davis-Bacon Act or the BOLI prevailing wage rates for the type of Work being performed. The Contractor must submit certified payroll reports to the RE office on a weekly basis.

On State funded Projects the Contractor must pay the appropriate BOLI prevailing wage rate specified in the Contract and submit weekly certified payrolls once a month by the 5th of the month.

For both State funded and Federal Aid Projects, each payroll must include a certified statement/statement of compliance using the following forms or any form developed with the identical wording on the certification/compliance statement.

Effective January 2025 the US DOL revised federal form WH-347 is required on all federally funded projects which includes the revised demographic information to include veterans' status.

Effective January 2025 the BOLI revised form WH-38F is required as a supplemental form for US DOL projects. US DOL certified payroll reporting forms don't meet BOLI compliance requirements. If the project is not subject to ORS 279C.533 apprentice and demographic reporting requirements, the demographic information on WH-38F can be left blank.

For State funded/BOLI projects use BOLI form WH-38E. If the project is not subject to ORS 279C.533 apprentice and demographic reporting requirements, use BOLI form WH-38.

Contracts awarded prior to January 7, 2025, may continue using federal form WH-347 and BOLI form WH-38 as referenced in the special provisions of the contract. Contractors have the option to use the revised forms, but they are not required.

Each certified payroll must have:

- A signature of a company official or agent who pays wages or supervises payment of wages to workers employed on the Project on the certification/compliance page.
- Name, address, and an employee's identification number (this may be the last four digits of the employee's social security number).
- Trade classification of Work, group number when applicable, and/or apprenticeship percentage level.
- Hours worked.
- Hourly rate of pay.
- Hourly overtime rate of pay.

- Gross amount earned, including other prevailing wages and non-prevailing wages earned.
- Deductions.
- Hourly rate of fringe benefits contributed to a bona fide fringe benefit party, program or plan.
- Name of party, program or plan and type of fringe benefit provided.
- Hourly rate of fringe benefits paid to employee as cash equivalent.
- Net amount paid.

Note: Certified payrolls are Project-specific. A certified payroll report must show regular and overtime hours for one project only. If an employee works on multiple projects each project will require a separate certified payroll report.

Certified Payroll Reports must be returned to the Contractor for revision if they include employees' full Social Security numbers. (Report only the last four digits or some type of employee identifier).

B. RE Review of Certified Payroll Reports

The RE is responsible to review the Certified Payroll Reports, to verify all the required information has been submitted and the Statement of Compliance/Certification has been signed.

Return any Certified Payroll Reports to the Contractor for revision if they include employees' full Social Security numbers.

- Check proper wage payment by comparing information on the certified payroll reports to the base wage, fringe contribution, and zone pay from the appropriate wage rate determination or wage estimating tool.
- Check that benefit plans are specified on the certified payroll reports or specified as fringe paid as cash to the employee.
- Address any wage and hour discrepancies with the Contractor promptly.
- Request corrected certified payroll reports and proof of payment if wages are owed.
- Compare certified payroll reports to Employee Interview reports and Inspector Daily records to identify errors or inconsistencies in the trade classification(s) of Work.

C. Apprentices and Trainees

Refer to Chapter 18 – Workforce and Small Business Equity Programs, OJT/Apprenticeship section for additional information.

1. Apprentices

Apprentices are registered with the BOLI Apprenticeship and Training Division. The Joint Apprenticeship & Training Committee (JATC) monitors the wages and level of apprenticeship.

The Contractor may pay reduced wages to apprentices as allowed by the applicable JATC. The RE should request documentation from an employer to verify an individual's status as an apprentice.

2. Trainees

Trainees are not registered with a JATC. Contractors must pay each trainee performing manual labor on the Project Site the appropriate prevailing wage for the type of work performed.

19-5 Employee Interview Reports (Form 734-3475)

Employee wage interviews are required on Projects covered by DBRA (CFR 29 Labor) and are intended as a cross check to verify the trade classification of Work the employee is performing and wage rate being paid for that Work.

At least once every six months the RE's office will interview random employees of each Contractor that worked on the Project within that period of time. Record the information on the Employee Interview Report, form 734-3475.

If an employee works in more than one trade classification, the RE or staff reviewing the certified payrolls should verify that the employee is paid under the appropriate trade classifications for Work performed. The RE or Inspector should inform staff reviewing the certified payrolls about employees who Work in more than one occupational classification and should be noted on the Employee Interview Report when interviewing employees.

19-6 Labor Complaints and Investigations

Wage and hour related issues may be identified through:

- Certified payroll report review and monitoring.
- Employee wage interviews.
- Employee complaints.
- A trade union representative, union or labor advocate (e.g., Fair Contracting Foundation).
- Formal filed complaint either to the RE, LCO or to BOLI.

The RE is considered the first level of review and response for issues relating to wage and hour concerns, complaints, and potential violations. If labor related issues cannot be resolved at the RE level, the RE escalates the issue to the LCO.

When the contracting Agency conducts an investigation to resolve a prevailing wage complaint, and it is determined that employees are owed additional wages and/or fringe benefits, proof of payment is required. Proof of payment can be in the form of a copy of a canceled check, money order, bank deposit slip, receipt for amount of the additional wages signed by the employee, or proof of mailing via certified or registered mail of the additional wages to the employee. [Refer to Chapter 12 –

Project Records: How to Handle Personally Identifiable Information.] This information is maintained with the corrected certified payrolls showing that employees were properly paid.

If the Contractor failed to properly pay its employees and the Agency had to request that BOLI pay the employee directly (through the Contractor's payment bond), the RE should document this in the required Contractor Performance Evaluation. [Refer to Chapter 34 - Contractor Performance Evaluation.]

When a formal prevailing wage complaint is filed with BOLI or any other enforcement agency, retainage may be released, and final labor may be accepted by the Agency unless the investigating agency requests the retainage be held.

19-7 RE's Labor Compliance Certification (Form 734-1734)

When the Contractor has completed all Work on the Project Site and has submitted all final certified payrolls, the RE will prepare the payroll documentation for semi-final. Once the RE determines the final payroll documentation is complete, the RE will accept the labor compliance documentation.

If the Project has an Establishment Period (planting or seeding), the RE will review the remaining payrolls associated with this Work. Once the RE determines that the payroll documentation is complete, the RE will accept the remaining labor compliance documentation.

Upon final acceptance of the labor compliance, the Resident Engineer's Labor Compliance Certification, form 734-1734 is prepared by the RE office, and signed by the RE.

Note: If there are no certified payrolls associated with the Establishment Period Work, the RE should include the following notation on the signed Labor Compliance Certification form: "No Establishment Period Payrolls".

The RE will submit the following labor compliance documentation with the final Project quality and quantity documentation to CAU:

- Contractor and Subcontractor Certified Payroll Reports including signed Statements/Certification of Compliance.
- Original Employee Interview Reports.
- Either the original or copy of the RE Labor Compliance Certification form.

The RE includes the labor compliance documentation along with quantity and quality documents according to the procedure outlined in Chapter 37 – Submittal of Final Documentation.

19-8 Release of Public Records

Any person may request to look at or obtain copies of certified payrolls or other records on public works Projects. Most Project records, including certified payrolls, are considered public records. Full social security numbers should not be listed on the certified payroll reports, if they are this information is considered sensitive and must be redacted before the certified payroll record(s) will be released.

The procedures set forth in the ODOT Records Manual for responding to Public Records Requests shall be followed for public records requests for certified payroll reports and the release of these records.

Requests for labor related documents made by other government agencies should be sent to ODOT's Labor Compliance Officer (LCO) for response and tracking.

19-9 Prevailing Wage for Truck Drivers

A. Owner-Operators of Trucks

The term "owner/operator" only applies to the owner/operator of a truck. An owner/operator of a truck is not entitled to prevailing wages. For all Projects, an owner/operator of a truck must, prior to providing trucking services, comply with the requirements of 00170.65(b)(4).

Owner/operators of other types of Equipment, such as bulldozers, scrapers, backhoes, cranes, drilling rigs, etc., must receive prevailing wage rates and comply with certified payroll requirements for all Work performed at the Project Site.

The RE will perform "spot checks" on all owner/operators performing Work on the Project to validate owner/operator status. Each owner/operator provided truck shall clearly display the name of the owner/operator on the side of the truck. Truck drivers not meeting the criteria of an owner/operator must be reported on the Contractor's certified payroll and be paid prevailing wage.

B. Non-Owner/Operators of Trucks (Commercial Suppliers) Entitled to Prevailing Wage Rates

- Time spent transporting Materials or supplies between a facility that is deemed part of the Site of the Work (defined under 29 CFR subtitle A, part 5.2(l) (1-3)) and the actual construction site.
- Time spent transporting a portion(s) of the building or Work between a site established specifically for the performance of the Contract or Project where a significant portion of such building or Work is constructed and the physical place(s) where the building or Work called for in the Contract(s) will remain.
- All time spent on the Site of the Work for performing Work other than truck driving (mechanic, laborer, etc.).

- Projects subject to Davis-Bacon prevailing wage rates when:
 - » Time spent on the Site of the Work loading and/or unloading Materials and supplies if such time is more than 20% of the work week, when performing delivery duties (driving, loading, unloading, waiting) on the project. All delivery work performed on public works projects contributes to the 20% workweek threshold, and not solely the work performed on the ODOT project.
- For Projects subject to BOLI prevailing wage rates when:
 - » Time spent on the Site of the Work driving, delivering the materials or supplies, or waiting for materials or supplies to be loaded or unloaded if such time is more than an aggregate amount of 2 hours per day.

C. Non-Owner/Operators of trucks (Commercial Suppliers) Are Not Entitled to Prevailing Wages for the Following:

- Time spent driving off the Site of the Work, such as at a commercial supply facility.
- Time spent driving between a Davis-Bacon job and a commercial supply facility while off the Site of the Work.
- Time spent driving between prevailing wage rate Projects, or between prevailing wage Projects and private Projects. (Truck drivers may be paid an agreed rate of pay for such activities).

19-10 Site of the Work

On projects subject to both Oregon PWR and federal DBA, BOLI follows USDOL rules for Site of the Work. Dedicated sites must be “adjacent or virtually adjacent” to the project site.

For contracts awarded on or after 10/23/2023

- Site of the Work may include secondary construction sites:
- Other site(s) where a significant portion of the building or Work is constructed, provided:
 - The construction is for specific use in that building or Work;
 - The site is either established specifically for the performance of the contract or project, or is dedicated exclusively, or nearly so, to the performance of the contract or project for a specific period of time.

For federal aid Projects subject to both State and federal PWR laws, BOLI will follow federal definition [29 CFR subtitle A, part 5.2(l)(1-3)] for the term “Site of the Work”.

For Projects subject to State prevailing wage rate laws, the term “Site of the Work” is defined in OAR 839-025-0004(25).

For guidance and determinations relating to “Site of the Work” contact ODOT’s LCO for assistance.



CHAPTER 20

CONSTRUCTION SURVEYING/ MONUMENTATION

The Contract will specify whether the Resident Engineer (RE) or the Contractor is to perform the construction survey work. Construction survey work includes the surveying needed to establish locations, lines, and grades necessary for the Contractor to construct the Work required on the Project.

In all cases, the RE will perform the surveying, or will perform some verification, needed to calculate quantities of work performed by and to be paid to the Contractor. [Refer to Chapter 12D – Quantities.]

20-1 Construction Surveying by the Agency

If the Agency is to perform the construction survey work, Section 00150.15 specifies the responsibilities of the parties.

The RE must assure that adequate horizontal and vertical control is available on the Project, and that other layout information is available, so that construction survey work can be performed in a timely manner for the Contractor's operations.

The RE and Contractor must maintain good communication to identify and provide timely notice of survey needs in order to avoid delays to construction activities. The Contractor's Project schedule can be used as a tool to anticipate construction survey needs.

The RE must assure that the Contractor understands the staking layout before proceeding with the work.

Construction surveying must be performed and recorded in accordance with current statutes, standards, and Agency guidelines. Contact the ODOT Geometronics Unit for further information.

The Agency survey crew must maintain a diary to record the following information daily:

- Date
- Names of crew members
- Weather
- Type and location of Work performed and/or accomplished
- Instructions from the RE
- Requests for surveying or staking
- Signature of person making the diary entry

When Agency survey personnel measure quantities of Work, that information is a "Source Document" and must be recorded as specified for "Source Documents" in Chapter 12D – Quantities.

20-2 Construction Surveying by the Contractor

When the Contractor is responsible for performing the construction survey work on a project, Section 00305 will be included in the Contract and will identify the responsibilities of the parties.

Generally, the responsibilities include, but are not limited to, the following:

The Agency will:

- Establish initial horizontal and vertical control stations in the proximity of the Project.
- Provide cross section finish grade elevations.
- Provide horizontal and vertical alignment data.
- Provide information needed to accomplish layout of Project Work.
- Measure or verify any quantities derived or calculated by construction survey work used for determining pay quantities.
- Assure that all information is provided to the Contractor in a timely manner to prevent any delay or disruption to the Work.
- File survey records with the County Surveyor regarding Work done on the Project, if required.

Contractor will perform or provide the following items:

- Perform calculations, field notes and survey drawings for the layout and control of all work needed to establish line, grade, and location for all elements of Work to be done under the Contract.
- Have a licensed Oregon Land Surveyor in responsible charge of the survey work. A Professional Engineer, who is licensed in Oregon, may be in responsible charge of the construction survey work. However, a licensed Land Surveyor must be in responsible charge of boundary surveying or monumentation.
- Require its surveyor to maintain a daily record of work, as required by 00305.07. Furnish a final copy of the diary to the RE upon Project completion.
- Provide to the RE all original or copies of survey information required by the Contract.

20-3 Monumentation and Benchmarks

The Agency may install survey markers, benchmarks, or other monuments to identify centerline or Right of Way boundaries for its projects. Some of this work may be included in the Contract to be performed by the Contractor.

Survey markers or monuments must be installed according to current Agency guidelines as well as ORS 209.140 and ORS 209.150. Contact the ODOT Geometronics Unit for current ODOT guidelines for this work.

The RE must record information on existing survey markers or monuments that will be destroyed during completion of Work on a Project. This is done by electronically submitting a Survey Mark Report Form 734-2802 to the ODOT Geometronics Unit. The RE may also need to reference and relocate markers that will be disturbed during the Project. The RE is responsible for assuring that the markers or monuments are properly recorded, relocated when necessary, and filed with the County Surveyor. ORS 209 requires the survey documents to be filed with the County Surveyor within 180 days after issuance of Second Notification.

ORS 209 requires survey markers or monuments to be installed and recorded with the County Surveyor within specified timelines. The RE must assure that the work is accomplished properly and timely, whether the work is accomplished by the Agency or Contractor.

The Agency works with other agencies to maintain a system of benchmarks along the Highway system. New benchmarks are often added or are necessary to replace if destroyed by during the Project.

Contact the ODOT Geometronics Unit at the start of the Project to determine if new benchmarks will be needed within the Project limits. The Agency may need to perform some survey work to provide information on the benchmarks.

At the completion of the Project, as part of the final Project documentation submittal, the RE must submit a Right of Way (ROW) Monumentation Completion Notice to the Contract Administration Unit (CAU). [Refer to Chapter 37 – Submittal of Final Project Documentation.] The notice will be in the form of an email and is required to be submitted on all Projects.

The purpose of the ROW Monumentation Completion Notice is to ensure that the Project expenditure account (EA) is not closed prior to all Right of Way work being completed. Project EAs are automatically closed 90 days after final payment is made. If the RE needs the EA to remain open for the Right of Way work to be completed, contact the CAU.

The notice must identify that all Right of Way work has been completed, or provide the estimated date for completion of the work. If there was no Right of Way work on the Project, the completion notice should indicate that "no Right of Way work was performed".



CHAPTER 21

PERMITS

Subsection 00170.03 lists the permits that the Agency will obtain for each Project, if required. The Contractor is responsible to obtain all other permits and rights of usage not listed in 00170.03, or as modified by the Project Special Provisions, that are needed to perform and construct the Work.

The Resident Engineer (RE) should assure that the Agency has acquired all of the required permits in order to allow Project Work to proceed. The RE should also be aware of and involved in communicating any special restrictions or operating rules that are included in the permits. The RE must provide the Contractor a copy of all required permits.

Other than the permits listed in 00170.03, the Contractor is responsible to acquire and maintain all permits in order to perform and construct the Work. The RE should request and review a copy of the Contractor's permit. If there are any unusual restrictions or obligations in the Contractor's permits, the RE must assure that the Contractor is abiding by those restrictions and obligations. The RE should work with the permitting or enforcement agency in resolving permit issues. This includes assuring that the enforcement agency has access to the Project Site to verify conditions of the permits.

NOTE: *The responsibility for obtaining or modifying existing permits on Design-Build Projects may be different than described in this Chapter. Refer to the Design-Build Contract for specific permit requirements.*

Many permits require that the RE and/or Contractor performs monitoring and/or reporting, including:

- NPDES 1200-CA permit requires frequent monitoring that is dependent upon rainfall or snow melt. [Refer to Chapter 12-A – Daily Reports – Diaries.]
- U.S. Coast Guard permits require periodic reporting of restrictions in navigation channels.
- Army Corps of Engineers 401/404 permits for in-water work requires turbidity monitoring and reporting. [Refer to Chapter 12-A – Daily Reports – Diaries.]

Check each permit for such required monitoring or reporting. Assure that the monitoring or reporting is done as required in order to avoid fines, Project Work suspensions, or problems in acquiring future permits and constructing other Projects.

Review each permit to assure that it does not conflict with any of the constructability requirements or freight mobility goals. Refer to ODOT Highway Mobility for information.

The RE must assure that the Contractor notifies the Motor Carrier Services Unit prior to reducing the height or width of a roadway. The Motor Carrier Transportation Division (MCTD) Technical Coordinator will be listed in Subsection 00220.02 of the Special Provisions. [Refer to Chapter 4 - Relations with Public or Other Agencies.]

If the Contractor disregards the requirements of any permit, or fails to correct deficiencies, the RE must address that when completing the required Prime Contractor Performance Evaluation. [Refer to Chapter 34 - Contractor Performance Evaluation.]



CHAPTER 22

SOURCES OF MATERIALS

22-1 Notification of Source of Supply and Materials

Section 00160.01 requires the Contractor to notify the Resident Engineer (RE) of their proposed Material sources of supply, including any steel or other fabricators, within the following time frames:

- At least 15 Calendar Days before using or fabricating Materials, if the source is within the state, or
- At least 45 Calendar Days before using or fabricating Materials, if the source is outside the state.

There are several reasons for this requirement, including:

- For aggregate sources, it allows the RE to assure that compliance testing is performed or that source compliance tests is current and acceptable.
- For prospective sources of Material, it makes the Agency aware of the source's availability for other projects.
- For steel and other fabricated material, it allows the Agency to plan needed inspections.

For sources of aggregates and other Materials, the Contractor must secure all needed permits other than those that are the Agency's responsibility. [Refer to Chapter 21 – Permits.] When requested by the RE, the Contractor must produce the required permits for review. The Contractor must also comply with all laws and ordinances that apply to its operations at Material sources.

22-2 Prospective Source / Mandatory Source

The Special Provisions may list, or the Plans may show, borrow pits or aggregate sources from which the Contractor may, or shall, obtain Materials. These sources will be identified as either prospective or mandatory.

A **prospective source** is an Agency-furnished Materials source which the Contractor has the option of using if they wish. The prospective source will be listed in the Special Provisions. If the Contractor chooses to use Materials from a prospective source, they must notify the RE in writing of the option selected within 15 Calendar Days from date of Notice to Proceed. This notification will "hold" the source for the Contractor; otherwise the Materials sources may become unavailable.

A **mandatory source** is an Agency-furnished Materials source which the Contractor is required to use. Mandatory sources will be identified in the Special Provisions.

When the Agency has offered a mandatory Material source, the RE must:

- Assure that the required permits are in place from the owner and regulatory agencies for extraction of Materials.
- Assure that quality control and assurance testing is current, and that the Material is acceptable for use.
- Assure that all applicable royalties are collected and paid.
- Assure that the Contractor is knowledgeable about their responsibilities and the frequencies of testing that they must perform, as well as the reports that they must provide to the RE.
- Assure that Agency personnel will perform the needed inspection, compliance testing, and verification testing.
- Must assure that the Contractor is aware of the quality documentation and certification requirements.

For all other Material sources, the RE:

- Must assure that the Contractor is knowledgeable about their responsibilities and the frequencies of testing that they must perform, as well as the reports that they must provide to the RE.
- Must assure that Agency personnel will perform the needed inspection, compliance testing, and verification testing.
- Must assure that the Contractor is aware of the quality documentation and certification requirements.
- Must assure that the Contractor has secured the permits needed for their operations in the Material source.

22-3 Agency-Furnished Materials and Sources

The locations at which Agency-furnished Materials are available will be specified in the Special Provisions, or, if not specified, will be furnished to the Contractor at the Project Site. The Contractor is still required to pay all handling, hauling and unloading costs, which are reimbursed under the bid item for involving the Materials.

If a prospective or mandatory source is identified in the Special Provisions, a development plan will be included in Section 00235. If the Contractor chooses to work in a different area of the Materials source than shown on the development plan, the Contractor must submit a request to the RE identifying the reason for the change, as well as obtaining all required land use permits, updated development plans, or reclamation plans. Any required permits and plans must be submitted to the RE and approved before the Contractor begins work in any area other than that shown on the development plan.

22-4 Contractor-Furnished Materials and Sources

If a mandatory source is not identified in the Special Provisions, the Contractor can choose their own source for all products and Materials needed for the Project.

Except for continuously-operated commercial sources, the Contractor must provide the following to the RE before any Work can begin or any Materials from the source can be accepted:

- Provided the RE with a copy of all required permits, or proof that permits are not required from the entities identified in 00160.60(c)(1).
- Provided the RE with written approval from any property owners for the Contractors proposed operation in, and reclamation of, the source.
- Unless the Contractor uses their own forces to mine and crush aggregate Material, a subcontract must be submitted according to 00180.21.

22-5 Buy America

If the Project contains any federal highway funds, the Contract will contain the Federal Buy America provisions defined in Section 00160.20. The Buy America provisions require that all iron or steel manufacturing processes shall occur in the United States. The Contractor must limit the quantity of foreign iron or steel Materials to no more than one-tenth of one percent (0.1%) of the final Contract amount, or \$2,500, whichever is greater. Any foreign Materials incorporated in excess of this amount must be removed and replaced with domestic iron or steel Materials.

Iron or steel manufacturing processes include, without limitation, the application of coatings to finished iron or steel products or components. Coatings include epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of the steel or iron product or component.

The Contractor must provide the RE with a Certificate of Materials Origin (CMO), form 734-2126, before incorporating any iron or steel Materials into the Project. If a CMO shows the origin of materials is unknown, the Materials are considered to be foreign.

Buy America waivers must be obtained during the project development phase, and only if it is within the public interest, or when satisfactory quality domestic steel or iron products are not sufficiently available. If a Buy America waiver is required during the construction phase, it must be processed through FHWA Headquarters in Washington DC. Effective March 13, 2008, the Regional FHWA Administrators can no longer approve Buy America Waivers. The March 13, 2008 FHWA memorandum defining the revised Buy America waiver policy is available at:

<https://www.fhwa.dot.gov/construction/contracts/080313.cfm>

For more information on the Buy America requirements, refer to Chapter 12B – Quality, and the FHWA website at:

<https://www.fhwa.dot.gov/construction/cqit/buyam.cfm>

22-6 Build America Buy America Act

If the Project contains any federal highway funds, the Contract will contain the Federal Build America Buy America provisions defined in Section 00160.20(d). The Build America Buy America provisions require that all Construction Material manufacturing processes shall occur in the United States.

The Contractor must limit the value of foreign Construction Materials to no more than five percent (5.0%) of the "total applicable costs", or \$1,000,000.00, whichever is less. The "total applicable costs" includes construction materials, iron and steel, and manufactured products. The value of materials are the actual cost of the materials, not the anticipated cost of materials. Any foreign Construction Materials incorporated more than this amount must be removed and replaced with domestic Construction Materials.

Construction materials include an article, Material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass;
- engineered wood
- lumber; or
- drywall.

Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

The BABA Material Classification Guide BABA Materials.xlsx (oregon.gov) and the ODOT Qualified Products List (QPL) qpl.pdf (oregon.gov) should be used to deter-

mine which items are classified as construction materials and will require a Construction Materials Certificate of Materials Origin (CCMO) to meet the Build America Buy America requirements.

The Contractor must provide the RE with a Construction Materials Certificate of Materials Origin (CCMO), form 734-5378b, before incorporating any Construction Materials into the Project. If a CCMO shows the origin of materials is unknown, the Materials are considered to be foreign.

To determine the value of the “total applicable costs” on the project, the Contractor must track the actual costs of all steel/iron products, construction materials, and manufactured products and provide the RE with a Build America Buy America Total Applicable Costs Worksheet, form 734-5436. This worksheet should be submitted to the RE office on a regular basis to estimate total applicable costs for the project.

For any projects with federal construction authorization between November 10, 2022 and August 15, 2023 the contract does not provide for the acceptance of a de minimis amount of foreign Construction Materials. Any foreign construction materials must be removed and replaced. For these projects the Contractor must provide the RE with a Construction Materials Certificate of Materials Origin (CCMO), form 734-5378, attesting the construction materials were produced in the United States. If there is any question about whether the project allows the de minimis amount of foreign construction materials, the Special Provisions under 00160.20(d) will identify if there is an allowance for foreign construction materials.

Build America Buy America waivers must be obtained during the project development phase, and only if it is within the public interest, or when satisfactory quantities of domestic Construction Materials are not sufficiently available. If a Build America Buy America waiver is required during the construction phase, it must be processed through FHWA Headquarters in Washington DC. The Regional FHWA Administrators can not approve Build America Buy America Waivers.

The November 21, 2021 public law defining the Build America Buy America policy is available at:

<https://www.congress.gov/117/plaws/publ58/PLAW-117publ58.pdf>.

For more information on the Build America Buy America requirements refer to the April 18, 2022 Office of Management and Budget Memo M-22-11 available at:

<https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf>.

22-7 Agency Inspection of Materials

When steel and other fabricated Materials must be inspected during the fabrication process, the RE must assure that the inspection will be done. The inspection is done in one of the following ways:

- The Structure Services Unit of the ODOT Construction Section has inspectors in the Portland and Eugene areas. Contact the Structure Services Engineer in the ODOT Construction Section to schedule inspections of fabricated Materials.
- When Materials are fabricated at a location more than 50 airline miles outside of Oregon, the Structure Services Engineer will send an inspector to perform the inspection or may engage inspectors from other states, local jurisdictions, or a consultant to perform the inspection services. The RE must assess an adjustment for the extra costs involved, as specified in 00165.91, and in Chapter 12E – Adjustments to Lump Sum & Other Items.



CHAPTER 23

QUANTITIES OF MATERIALS TO BE PRODUCED

Before the Contractor starts production of Materials, specifically for a Project such as Aggregates, the Resident Engineer (RE) and the Contractor must verify the quantity of Materials that need to be produced. Both the RE and the Contractor should compare their calculated quantities to the plan quantities and agree on the amount to be produced. If the quantities are not verified, Materials may be over- or under-produced, resulting in unneeded costs to one or both parties.

The Contractor generally will produce additional quantities to allow for variations in production and usage. If produced Materials remain at the end of a Project, they remain the property of the owner of the source unless purchased by the Agency under the Contract.

If the agreed-upon quantities of Materials are not sufficient to complete the required Contract work, the Contractor will need to obtain additional quantities. The Agency may be responsible for a portion of the added costs to provide the remaining Material.

If the Contract Work required less Material than had been agreed to be produced, the Agency may be responsible for the cost to produce the additional Material if the actual quantity needed varied more than a reasonable amount from the agreed-upon quantity. The Agency would not be responsible for costs that had been incurred if the Contractor produced Materials over the agreed quantity.

Refer to 00195.80(b) and Chapter 33 - Materials Left Over or Produced for a Third Party for purchase of unused Material by the Agency for itself or other parties. The Agency should not purchase Materials that are left over because the Contractor produced beyond the agreed quantities or because the actual quantities varied only a reasonable amount from the agreed-upon quantities.



CHAPTER 24

WORK DONE BY UTILITIES AND RAILROADS

Utilities and Railroads may be required to adjust or relocate their facilities to allow the Agency to construct a project. In certain circumstances, costs incurred to the Utility or Railroad by the project may be reimbursable by the Agency. The Agency will work with both the utility and/or Railroad to determine what compensable rights they have.

Compensable rights for any Utility or Railroad involvement with an Agency project should be identified during project development. The Utility Coordinator (UC) and the State Utility Liaison (SUL) will review and make a determination of the Utilities compensable rights. The Resident Engineer (RE) may be involved at that time in locating planned Contract Work or identifying potential conflicts.

The State Railroad Liaison (SRRL) will work with the Project team and Railroad to identify and schedule the needed Railroad work as well as what is reimbursable by the Agency. The SRRL will develop and execute any agreements needed for a project.

NOTE: Utility and Railroad processes and requirements for Design-Build Contracts are specified in Sections DB174.10 for utilities and DB174.30 for railroads.

For Construction Manager/General Contractor (CM/GC), the project specific Utilities and Railroad requirements will be provided in any early work amendment and guaranteed maximum price (GMP) amendment.

24-1 Relocation or Adjustment of Utilities or Railroad Facilities

When it has been determined that the Agency is responsible for costs incurred by a Utility or Railroad, the SUL or SRRL will generally be responsible for preparing the appropriate documentation for the work on Federal and Agency projects. The RE should contact the UC, SUL or SRRL if there are any questions.

When a Utility or Railroad must adjust or relocate their facilities to accommodate an Agency Project, the RE must establish and maintain close contact with the proper Utility or Railroad personnel to assure that:

- All conflicts with Project facilities are addressed.
- Relocation or adjustments are in compliance with the Plans and Specifications for the Project.
- Relocation or adjustments will not cause further conflicts.
- Relocation or adjustments will be completed within the timelines specified in the Contract. If a delay is caused by the Utility or Railroad, the RE must record the information needed to analyze the delay and resolve the delay with the Contractor.

The RE must record information regarding Utility or Railroad activities in the Project Diary, General Daily Progress Report, or a separate diary. When conflicts occur with a Utility or Railroad during construction, the RE should consult with the UC and SUL for Utilities, and the SRRL for Railroad conflicts.

If the Contractor requests work be done by the Utility or Railroad that is strictly for the Contractor's convenience, the Contractor is responsible for any costs. If the cost of that work is included in the billing sent to the Agency, that cost should be deducted from payments to the Contractor.

24-2 Railroad Protective Services Guidelines

Railroads provide protective flagging for trains, or will install other protective devices if the Contractor will be working on Railroad property. The Agency generally must pay the cost of these protective services or devices.

The RE must not allow the Contractor to perform any activity on Railroad properties until the Contractor obtains the required Railroad Protective Insurance. Contact the SRRL if assistance is needed for Railroad Protective Insurance.

The RE must caution the Contractor to exercise due care in performing Work on Railroad properties to avoid damage to the facilities. No work is to be permitted on Railroad property if the proper Railroad flagging or protective devices are not installed.

If the Agency will be responsible for the costs of flagging by the Railroad to protect Railroad facilities during Contract Work, the RE must submit an Order for Force Work, Form 734-1105, and obtain proper approval to pay for the flagging before the Work starts. This Work is usually budgeted as an Anticipated Item.

The RE must also record in a diary or General Daily Progress Report, on a daily basis, the Work performed and the resources used. When the RE receives the billing from the Railroad, the RE must verify the billing and make payment to the Railroad under the Force Order. This payment will be made in the TEAMS accounting system and is coded with the Contract EA and State Force Order number.

If using RailPros flagging services, payment will be made to the Contractor through the monthly pay estimate for that Bid item.

Section 00170.01(e) of the Contract will specify the maximum time (hours) or dollar amount that the Agency will pay for Railroad protective services.

Example:

When railway flagger services are required, the Agency will pay the flagger services costs up to a total of 20 hours. If this value is exceeded and additional flagging services are needed, the Contractor shall pay the Agency an amount of \$100 per hour for each hour in excess of the total value identified above.

The RE must issue a Weekly Statement of Contract Time Charges, Form 734-3483, to the Contractor showing the number of days or hours that have been used for Railroad protective services (flagging) each week.

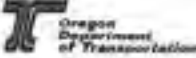
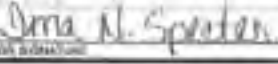

If the Contractor requires Railroad protective services (flagging) beyond the time or amount specified in the Contract, the RE must assess these overruns to determine if the Contractor is responsible for reimbursing these additional costs to the Agency.

A. Contractor Is Responsible for Excess Railroad Flagger Services Costs

If the RE determines the Contractor is responsible for any flagger services costs in excess of the hour or dollar value limit stated in 00170.01(d), a 6000 series adjustment will need to be processed for the amount stated in the Contract. [Refer to Chapter 12E – Adjustments to Lump Sum and Other Items.]

This adjustment will typically be a dollar-per-hour charge for each hour in excess of the total number of hours shown in the Contract. In the following example, the Contractor would be assessed a negative price adjustment of \$100/hour for anything over 20 hours.

Example:

		INSTALLATION SHEET									
PROJECT:	CONSTRUCTION MANUAL - CHAPTER 24 EXAMPLE										
CONTRACT:	C12345	EA:	CON012345								
ITEM DESCRIPTION:	Railroad Protective Services (Flagging)	ITEM NUMBER:	6001								
		GROUP NO.:	011								
METHOD OF QUALITY ASSURANCE											
SUPPORTING DATA											
T - TEST CERTS <input type="checkbox"/>	Q - COMPLIANCE CERTS <input type="checkbox"/>	L - ODOT LAA REPORT #									
O - OMD <input type="checkbox"/>	E - EQUIP. LIST & DWG. <input type="checkbox"/>	BG - BLUE AND GREEN SHEETS <input type="checkbox"/>									
F - FREE <input type="checkbox"/>	SD - SMALL QUANTITY <input type="checkbox"/>	DPL - Approved <input type="checkbox"/>	Qualified <input type="checkbox"/>								
NO QUALITY DOCUMENTATION REQUIRED: <input checked="" type="checkbox"/> QUALITY DOCUMENTS SUBMITTED W/RYANOTE <input type="checkbox"/>											
QUANTITY DATA											
PREVIOUS QUANTITY:	0	UNIT: Dollar	RE-MEASURE <input type="checkbox"/>								
INSTALLED THIS NOTE:	-500	UNIT: Dollar	MEASURED IN PLACE METHOD <input type="checkbox"/>								
TOTAL TO DATE:	-500	UNIT: Dollar	PARTIAL PAYMENT <input type="checkbox"/>								
			BID ITEM COMPLETE <input type="checkbox"/>								
			INSTALLATION COMPLETE <input type="checkbox"/>								
AS PER PLAN: YES <input type="checkbox"/> NO <input type="checkbox"/> IF NO WHY?		UPDATED AS CONSTRUCTED PLANS <input type="checkbox"/> NA <input type="checkbox"/>									
LOC. - STA.		CL <input type="checkbox"/> RL <input type="checkbox"/> LL <input type="checkbox"/>									
PLAN SHEET #		NOTE #									
		NOT ON PLANS <input type="checkbox"/>									
SKETCH / CALCULATIONS / REMARKS:		INSTALLATION DATE: May 22 - 24, 2010									
<p>Per Section 00170.01(u) the Agency will only pay for Railroad flagger services costs up to a total of 20 hours.</p> <p>The Contractor required a total of 25 hours of RR flagging to complete the paving work on the "B" Line:</p> <table border="0"> <tr> <td>May 22, 2010:</td> <td>10 hours</td> </tr> <tr> <td>May 23, 2010:</td> <td>10 hours</td> </tr> <tr> <td>May 24, 2010:</td> <td>5 hours</td> </tr> <tr> <td>TOTAL:</td> <td>25 hours</td> </tr> </table> <p>Per Section 00170.01(n) the Contractor is assessed a negative price adjustment of \$100/hour for each hour over the 20 hours:</p> <p>25 hours - 20 hours = 5 hours x -\$100/hr = (-\$500)</p> <p>The Union Pacific Railroad submitted their invoice for flagging services performed between May 22 and May 24, 2010: Total 25 hrs x \$38/hr = \$950.00 (attached) This invoice was paid on June 4, 2010 (SFO #2).</p>				May 22, 2010:	10 hours	May 23, 2010:	10 hours	May 24, 2010:	5 hours	TOTAL:	25 hours
May 22, 2010:	10 hours										
May 23, 2010:	10 hours										
May 24, 2010:	5 hours										
TOTAL:	25 hours										
		 SEE BACK <input type="checkbox"/>									
FOR OFFICE USE ONLY											
CHECKED BY:	QUANTITY CHECKED <input checked="" type="checkbox"/>	QUALITY CHECKED <input checked="" type="checkbox"/>	DATE: 10-21-10								
QUANTITY THIS NOTE:	-500	UNIT: DOLLAR	ESTIMATE # 3								
NOTE #											

B. Contractor Is NOT Responsible for Excess Railroad Flagger Services Costs

If the RE determines the Contractor is not responsible for any flagger services costs in excess of the hour or dollar value limit stated in 00170.01(d), a Contract Change Order (CCO) will need to be written to modify the Contract language to eliminate the requirement for an assessment against the Contractor. The CCO must clearly explain why the Contractor is not responsible for the excess flagging costs.

Under this scenario, the full cost of all flagger services will be paid through TEAMS and charged against the Project authorization, with none of the costs being borne by the Contractor.

24-3 Billings for Work (Other than Protective Services) Done by Utilities or Railroads

Any reimbursable Work completed by Utilities or Railroads will be billed to the Agency. These billings are typically not budgeted or charged against a Project's construction phase. The RE may be requested to verify that the work completed by the Utility or Railroad is in compliance with the Plans and Specifications.

24-4 Delays Caused by Utilities

The agreement with the Utility or Railroad generally specifies the time frame within which they will relocate or adjust their facilities. If this work is not completed within the specified time frame and a delay impacts the Contractor's work, the Agency generally will be responsible for adjustments to Contract Time and additional costs that the Contractor incurred due to the delay. For that reason, it is imperative that the RE assure that each Utility completes its work such that it does not delay the Contractor's work. If the RE cannot assure the performance of the Utility, they can communicate the need to complete their work by an agreed-upon date to avoid consequences. It is also imperative that the RE ensure that all agreements with a Railroad are fully executed and make available a copy of the agreement at the Project Site.

The RE must:

- Assure that the Contractor continually coordinates with each Utility and Railroad so the Utility or Railroad knows what work is expected of them to accomplish the required work within the specified time frames.
- If needed, remind the Utility that it could be responsible for delay costs caused by their work.
- If the Utility or Railroad work results in a delay to the Contractor's work, the RE shall record all information needed to analyze the

delay. The RE will work with the SUL and UC to minimize any delays caused by the Utility. The RE will work with the SRRL to minimize any delay caused by the Railroad.

If the Agency is required to compensate the Contractor for delay costs caused by Utility work, the Agency may recover those delay costs from the Utility. If a Utility delay occurs, the RE should initiate the process for the Agency to take action to recover delay costs. This would include consulting with the Region/Bridge Engineering (BE) and the Contract Administration Engineer (CAE).

[Also refer to Chapter 13 - Contract Time and Chapter 27 - Disagreements, Disputes, and Claims.]

24-5 Billing a Utility for Extra Agency Costs

If the Agency incurs additional costs because a Utility failed to timely relocate, remove, protect, or otherwise modify its facilities to accommodate the needs of the Agency and its Contractor, the Agency may attempt to recover the additional costs from the Utility. The additional costs may include any delay damages paid by the Agency needed to mitigate the impact(s) resulting from the Utility facilities.

Use the following procedure to recover the additional costs from the responsible Utility:

Procedure for Billing a Utility for Extra Agency Costs for Delay Claims or Other Cost Recovery Issues Involving Utilities

Responsibility	Step	Action
Contractor	1	In accordance with the Contract, communicates with the Engineer about work that impacted the cost or completion of the Contract. Written notifications to be submitted as specified in the Contract.
Resident Engineer (RE)	2	Communicates the situation to the UC, including any documentation received from the Contractor. May request assistance and advice from the Region/BE and CAE. The RE and the Contractor should record and track the cost of the impacted work.
Resident Engineer (RE)	3	Issues a letter which puts the affected Utility on notice for delay costs and includes documentation received from the UC. Informs the Utility of its opportunity to monitor and track the cost of the impacted work. Sends copies to the UC and SUL.
Resident Engineer (RE)	4	Requests that Transportation Program Office Manager open a standard sub-job (040 non-participating) on the construction expenditure account to track extra engineering or other administrative costs that result from the Utility delay.
Highway Program Office	5	Issues a revised memo to the RE of assigned (open) sub-jobs for the Project. Sends copies to the UC and SUL.

Responsibility	Step	Action
Resident Engineer (RE)	6	Works with the Utility, UC, SUL, and the Contractor to resolve the issue. If necessary, the Contractor may escalate the issue to a claim under Section 001999. Communicates the dispute settlement outcome and the estimated utility assessment or liability to the SUL.
State Utility Liaison (SUL)	7	Sends a letter with assessment and outcome information to the Utility. Sends a copy to the UC.
State Utility Liaison (SUL)	8	Initiates utility billing process with Highway Program Office. Determines method and timing of billing. Delivers acknowledgment to the RE that the Utility has been billed and sends copies to the UC and CAE.
Transportation Program Office	9	Invoices Utility, receives payment(s), and disperses funds accordingly.



CHAPTER 25

PAYMENTS TO CONTRACTORS/RETAINAGE

25-1 Resident Engineer Responsibilities

The Resident Engineer (RE) must:

- Become familiar with conditions pertaining to all Pay Items.
- Verify Project quantities, including Bid quantities and estimated total quantities.
- Organize methods for determining and recording quantities to be paid on progress estimates. [Refer to Chapter 12 - Project Records.]
- Control and record engineering costs on each Project and enter those costs on the progress estimate or other reports as required.
- Assure that the Project cost does not exceed the Construction Authorization.
- Update the corrected estimate quantities each month to monitor the budget to ensure expenditures do not exceed the Construction Authorization or approved overrun. [Refer to Chapter 5 - Construction Authorization.]
- At the Project semi-final, update the "correct estimate quantity amount" to match the "performed to date quantity amount" in CPS, with the exception of Pay Items with an Establishment Period.

NOTE: Projects let under alternative contracting methods such as Design-Build, Construction Manager/General Contractor (CM/GC) and Indefinite Delivery/Indefinite Quantity (ID/IQ) have different progress measurement and payment procedures, submittal timelines and protocols. Please refer to the Contract-specific requirements for these alternative contracting methods.

For CM/GC, pre-construction services and construction services payment processes are located in the CM/GC Manual, Chapters 11 and 12.

All Project costs must be charged to the proper funding source. The Expenditure Accounts (EA) and Participation Indicators (subjobs) for those funding sources are defined in a letter distributed by the Program & Funding Services Unit of the Active Transportation Office (ATO) at the start of each Project. This information can be found within Doc Express in the Contract Documents drawer and by Contract number in ODOT's Electronic Contract Files at:

\\scdata2\oper\ContractElectronicFiles

For consultant-managed Projects, contact ODOT's Consultant Project Manager or Local Agency Liaison for assistance. Contact the ATO or the Contract Administration Unit (CAU) if there are questions on cost allocation.

25-2 Progress Estimates

The preliminary progress payment estimate or "progress estimate" is the document that summarizes the quantities of Work completed and the value of the completed Work. Specific payment conditions are referenced in Section 00195.50.

After Contract Work begins, the RE must prepare and submit the monthly progress estimate electronically using the web-based Contract Payment System (CPS) program as discussed below. The CPS consists of a web-based front end application used by the Agency and Consultant REs, and CAU in support of payments made to Contractors for services provided and Materials used for ODOT Commission Services Contracts.

Consultants will need to contact the CAU for details on requesting access to the CPS. Once Consultants have external access, they will prepare the progress estimate and then contact the ODOT Transportation Project Manager/Resident Engineer-Consultant Projects (TPM/RE-CP) or ODOT RE to submit it for payment.

Each progress estimate shall include payment for Work performed under the Contract through the last day of the month.

The RE will review the following items with the Contractor, prior to the 8th of the month, before submitting the progress estimate for payment, if applicable:

- All Work performed under the original Contract Bid Items
- Contract Change Orders (CCOs)
- Price adjustments
- Materials on Hand (MOH)
- Extra Work paid on a Force Account basis

The Contractor must be allowed enough time to compare the quantities on the progress estimate with the quantities that they have recorded as Work performed for that pay period. This will help ensure that the Contractor has been paid correctly for Work performed during that payment period, and that no items will be subject to Federal-Aid non-participating costs for late payment interest.

If the RE and Contractor do not agree on the quantity of Work performed for the payment period, and are unable to resolve the issues prior to the upload date, submit the progress estimate for payment. Continue to work with the Contractor to resolve the disputed quantities of Work. If additional payment for Work is determined, submit the quantities on the next scheduled progress estimate. The RE must also determine if late payment interest is owed to the Contractor for these quantities. [Refer to Section 25-7 Interest for Late Payment below.]

Use the corrected estimate field in CPS each month to increase or decrease anticipated quantities as the Project progresses. This will allow the RE to compare the corrected estimate amount for the Project against the original authorized amount to determine if the Project will be completed within budget or if an overrun or increase in authorization will be needed. [Refer to Chapter 5 - Construction Authorization.]

Submit progress estimates through CPS to the CAU on or before the 8th of the month. If it is past the 8th, an estimate can still be submitted, but contact the CAU.

The CAU will process the progress estimate and request ODOT Financial Services to make payment to the Contractor prior to the 30th of the month or within 15 days of the CAE signing the estimate, whichever one is sooner. Financial Services will mail a voucher to the Contractor. CAU will send a copy of the payment voucher to the ODOT RE or LAL.

Both ORS 279C.570 and the DBE Supplemental Required Contract Provisions require the Contractor to promptly pay each of its Subcontractors. After each payment has been received from the Agency, the Contractor must submit an affidavit certifying payments made to all Subcontractors and committed DBE suppliers, non-committed DBE suppliers and services providers with estimated total payments for the Project over \$10,000, as required in 00170.10(g). [Refer to Chapter 18 – Workforce and Small Business Equity Programs.]

25-3 Preparation of Project Estimate

The CPS is basically two different “programs”; a program that is web-based and a program that runs on the ODOT mainframe. For access and training on the web-based system, contact the CAU.

The following are general steps for making payments to the Contractor:

1. An email is generated notifying the CPS user that the Contract is available to make payment in the web-based CPS.
2. As the Contractor performs Work, the RE documents the Work and enters the information into the web-based CPS. [Refer to Chapter 12D – Quantities.]
3. As CCOs are received and signed, the CAU enters them into the web-based CPS, generating an email to the CPS user that the CCO has been entered and is available for payment if needed.
4. The RE makes a copy of the preliminary progress payment report containing payment information for the Work performed through the payment period and provides it to the Contractor. If both parties concur with the preliminary progress payment quantities, the RE approves and signs the report. [If both parties do not agree, refer to discussion in Section 25-1.]
5. On or before the 8th of the month, the CPS user electronically submits the approved progress estimate for payment generating an email notification to the CAU. Consultants need to contact the TPM/RE-CP and/or RE to submit the progress estimate for payment. If any data entry errors or omissions are found after submitting the estimate, contact the CAU immediately.

If the monthly estimated payment to the Contractor is negative, contact the CAU.

6. When the RE electronically submits the estimate for payment in CPS, the CAU receives an email notification stating that a progress estimate is ready to be processed.
7. The CAU payment specialist reviews the estimates and approves for upload. CPS generates an automated email to the RE and the Contractor containing copies of the approved preliminary progress payment report and the retainage Bid Item report.
8. The CAU payment specialist moves the estimate from the web-based CPS to the CPS mainframe and prints the "ODOT Highway Division CPS – Summary of Work" report for the CAE to approve.
9. The CAU payment specialist sends the "Progress Estimate and Cost Report Oregon State Highway" report to the RE/TPM mainframe printer.
10. The RE needs to compare the mainframe report to the web-based CPS report. If they do not match, contact the CAU immediately.

11. The signed "ODOT Highway Division CPS – Summary of Work" report is sent to Financial Services, where the Contract Payment Voucher report is attached and one copy is sent to the Contractor with payment. Two copies are sent to the CAU; one is forwarded to the RE Office.
12. Steps 2 - 11 are repeated for each progress estimate until the Contractor completes all Contract Work.
13. CAU will generate the final payment or post-final payments as necessary. Contact CAU if there are questions about this process.

Note: Records must be kept to support and justify the quantities for audit purposes from the time payment is made until the retention schedule has been reached. [Refer to Chapter 12 - Project Records and Chapter 37 – Submittal of Final Project Documentation.]

25-4 Items Added to the Pay Estimates

The following items are added to the progress estimate after the Contract begins. These items include Change Orders, Adjustment Items, Extra Work Orders and Materials On Hand, and must also have adequate supporting documentation to justify payment or deductions made to the Contractor.

A. Change Orders (CCO) (4000 Series)

[Refer to Chapter 15 – Change Orders/Force Account/ Work by Public Forces.]

The CAU will:

- Review the CCO document and obtain the CAE's signature.
- Label the Pay Items with the appropriate reason codes.
- Enter the CCO Pay Items into CPS. (An email will automatically be sent for each Pay Item to the RE office.)

The RE shall:

- Prepare, obtain appropriate signatures, and submit to the CAU.
- Review the information entered in CPS for the CCO (e.g., line item number description, unit, unit price, corrected estimate quantity, subjob, etc.).
- If the CCO added a Pay Item, enter a "paynote" for the Work completed by the Contractor for the pay period. Refer to the Contract Payment System User Guide, Paynotes.

B. Adjustment Items (6000 Series)

[Refer to Chapter 13 - Contract Time, Chapter 12B - Quality, Chapter 12C - Quality Price Adjustments, and Chapter 12E - Adjustments to Lump Sum and Other Items.]

The RE shall:

- Enter adjustment line item, use the appropriate subjob, and, when possible, reference the line item to the Pay Item or Bid Item in CPS. Items may include the following:
 - » Adjusting payments for Material or Work that is not within close conformance with Contract requirements. (See 00150.25.)
 - » Paying a premium price adjustment (bonus), if allowed, in the Contract.
 - » Decreasing the payment to the Contractor for Contract Work performed by State or other public forces under an Order for Force Work.
 - » Withholding liquidated damages. (In CPS, begin the line item with "liquidated".)
 - » Paying for increased or decreased quantities of Work on some Lump Sum items.
- Use the escalation/de-escalation tool to pay fuel, asphalt or steel escalation/de-escalation.
- Use the Lot number in the description of a StatSpec line item.

[Refer to The Contract Payment System User Guide, "Creating a New Adjustment Item".]

C. Materials On Hand (MOH) (7000 Series)

[Refer to Chapter 12F - Materials Stored or On-Hand and Section 00195.60 of the Contract for conditions that must be satisfied before payment can be made.]

The RE shall:

- Meet the requirements of 00195.60.
- Enter the line item as shown in the CPS manual. [Refer to The Contract Payment System User Guide, "Creating a New MOH Item".]
- Consolidate Materials for a Pay Item to reduce the number of MOH entries on the estimate, if possible.
- Assure that the price paid for MOH leaves a value that is adequate to complete the required installation.

- As the Work is paid under the Pay Item, reduce the appropriate MOH line items.
- All MOH line items must be at zero upon completion of the Project.

D. Extra Work Performed on a Force Account Basis (EWO) (800 Series)

[Refer to Chapter 12G – Extra Work Performed on a Force Account Basis.]

The CAU will:

- Review the EWO document and obtain the CAE's signature.
- Label the Pay Items with the appropriate reason codes.
- Enter the EWO Pay Items into CPS. (An email will automatically be sent for each Pay Item to the RE office.)

The RE shall:

- Prepare, obtain appropriate signatures, and submit to the CAU.
- Review the information entered in CPS for the EWO (e.g., line item number, description, corrected estimate quantity, subjob, etc.).
- Enter a paynote for the performed-to-date amount for the pay period.
- Once the CAU has performed its final check of the Force Account billings, make any revision to the current total value on the next progress estimate.
- If actual costs will substantially overrun the approved amount of an EWO, the RE must submit a supplemental EWO for approval.

25-5 Additional Project Budget Tracking Items

The following items are included on the "Preliminary Progress Estimate Report", however are not associated with payments made to the Contractor. All the items in the 90000 series are included for budget tracking purposes. CPS provides a place to track these items, but it is not the mechanism to pay the Contractor. These items include Orders for Force Work, Anticipated Items, approved increases, decreases and overruns in Construction Authorization, additional anticipated items, contingencies and engineering costs.

A. Orders for Force Work (OFW) (92000 Series)

[Refer to Chapter 15 – Change Orders/Force Account/ Work by Public Forces and Chapter 24 - Work Done by Utilities and Railroads.]

The CAU will:

- Review the FO/SFO document and obtain the CAE's signature.
- Label the Pay Items with the appropriate reason codes.
- Enter the FO/SFO Pay Items into the CPS. (An email will automatically be sent for each Pay Item to the RE office.)

The RE shall:

- Prepare, obtain appropriate signatures.
- Attach appropriate Letter of Public Interest Finding (LPIF) or Cost Effectiveness Finding and submit to the CAU.
- Review the information entered in CPS for the FO/SFO (e.g., line item number, description, corrected estimate quantity, subjob).
- Update the FO/SFO line items in the CPS using a paynote. The current amount paid is shown in the ODOT accounting system (TEAMS). To view TEAMS charges, use the Active Expenditure Account Report in the CPS. This report shows current FO/SFO and engineering charges needed to update the CPS.
- Submit a revised FO/SFO for approval if costs will substantially overrun the approved amount of a FO/SFO. [Contact the CAU for questions.]
- Refer to The Contract Payment System User Guide, "Active Expenditure Account Report".

B. Anticipated Items (94000 Series)

These items are determined during the development of the Project. They are included as line items in CPS to allow additional funds to cover anticipated Work that was not part of the original Contractors bid.

The RE should reduce the corrected estimated amount of the Anticipate Items once payment has been made under the appropriate adjustment or FO/SFO.

C. Approved Increases or Decreases in Construction Authorization (98799 – 98795 Series)

[Refer to Chapter 5 - Construction Authorization.]

CAU will enter the item number (98799, 98798, etc.), the item description, and the amount of the approved increase (or decrease) in Construction Authorization. An email will automatically be sent to the RE office.

For approved increases in Construction Authorization, the amount will be added to the original authorization amount. For approved overruns, no amount will be added to the original authorization amount.

D. Pending Contract Change Order Items (98899 Series)

This item allows the CPS user and the RE to identify anticipated over/underruns.

The RE shall update the corrected estimate amount monthly to monitor the status of the Construction Authorization. Contact CAU for additional information.

[Refer to the Contract Payment System User Guide, "Creating New Pending Contract Change Orders".]

E. Contingencies (98999 Series)

This item typically adds 3.5% to the Original Authorization amount and is money budgeted for unforeseen items.

The corrected estimate column for this item will automatically be zeroed out on the first progress estimate. Use the Pending Contract Change Order Items (98899), as referenced above, to manage the corrected estimate.

F. Engineering (99999 Series)

This item allows the CPS user and the RE to track engineering costs associated with the Project.

Update the engineering line items in the CPS using a paynote. The current amount paid is shown in the ODOT accounting system TEAMS. To view TEAMS charges, use the Active Expenditure Account Report in CPS. This report shows current FO/SFO and engineering charges that need to update to CPS.

[Refer to The Contract Payment System User Guide, "Active Expenditure Account Report".]

25-6 Retainage

As of 1-1-2020 Retainage will not be held on ODOT projects.

25-7 Withholding Payment

The Agency may withhold payment to the Contractor for the just causes specified in 00195.50 of the Contract.

Specific to 00195.50(e), withholding payment is a serious matter and should be used only when justified and when other measures have failed. The RE must inform the Contractor of the reason that payment is being withheld, as well as what actions the Contractor must fulfill to allow payment to be made. Send a copy of the written correspondence to the CAU.

If the amount due to the Contractor is less than \$1,000, the RE office may delay payment until the next estimate becomes more than \$1,000, as specified in 00195.50(a), unless requested by the Contractor. Good communication is essential. [Refer to Chapter 9 - Responsibilities of Project Manager.]

If it is determined that a progress payment will be withheld, do not submit the progress estimate to the CAU. All payments submitted through CPS will be processed.

Do not withhold payment because of claims made by the Contractor or against the Contractor's bond. [Refer to Chapter 26 - Prompt Payment/ Claims Against Contractor's Bond.]

Contact the CAU if there are questions about withholding payments to the Contractor.

25-8 Interest for Late Payments

State law requires that the Agency pays interest to the Contractor when payments are not made within the statutory time requirements.

Interest for late payments is not eligible for federal-aid participation.

Contact the CAU if late payment interest is due or if there are questions about late payment interest. The CAU, or in some cases Financial Services, will calculate the amount of interest due the Contractor.



CHAPTER 26

PROMPT PAYMENT / CLAIMS AGAINST CONTRACTOR'S BOND

Agency Contracts with federal-aid and state funding may include different ORS 279C.570 requires the Agency to pay the Contractor on a monthly basis for Work performed. The Agency must pay interest, as specified by the statute, if they fails to pay the Contractor within 30 Calendar Days after the end of the period covered by the progress payment, or within 15 Calendar Days after the progress payment is approved by the Contract Administration Engineer (CAE), whichever is earlier.

The Agency has adopted the policy that they will make progress payments on construction contracts by the 23rd of the month. If the Resident Engineer (RE) wishes to arrange a cutoff date different than the last day of the month, first contact the Contract Administration Unit (CAU) to obtain permission. If a different cutoff date for the pay period is agreed to by the CAE, the RE, and the Contractor, the 23rd date must be modified accordingly. [Refer to Chapter 25 - Payments to Contractors/Retainage.]

Even though the Agency has agreed to make progress payments before the time required by statute, they are not required to pay interest for late payment until they exceed the times stated in the statute. Contact the CAU if you have questions regarding late payment interest.

ORS 279C.580(3)(a) obligates the Contractor to pay their Subcontractors for their Work within 10 Calendar Days after they receive payment for such Work from the Agency. That provision must be included in each subcontract. ORS 279C.580(4) requires that the same prompt payment requirement be included in all lower-tier subcontracts as well.

ORS 279C.515 also states that, if the Contractor or a Subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or Materials for a public improvement contract, that person may, among other things, file a complaint with the Construction Contractors Board. If the complaint is valid and proper, the Construction Contractors Board may disqualify the Contractor or the Subcontractor from holding or participating in a public improvement contract. This provision also must be included in subcontracts at all tiers.

26-1 ODOT Prompt Payment Policy

For claims of unpaid wages by an employee, contact the Labor Compliance Officer in the Office of Civil Rights for assistance. [Refer to Chapter 19 - Labor Compliance.]

If a Subcontractor or Supplier says that they have not been paid for their Work, follow these guidelines:

1. Do not order the Contractor to make payment unless the payment is shown to be justified. The RE should not be involved in analyzing whether or not the payment is justified.
2. The Agency will not make payment directly to a Subcontractor or Supplier unless ordered to do so by a Court Order.
3. ORS 279C.580(6) allows the Contractor to withhold payments, to a Subcontractor or Supplier, for cause. If that happens, ORS 279C.580(7) requires that the Contractor provide written notification prior to the due date for the payment to the Subcontractor or Supplier, with a copy to the Agency, specifying:
 - The amount to be withheld;
 - The specific cause(s) for the withholding; and
 - The remedial action(s) needed by the Subcontractor or Supplier in order to receive payment of the amounts withheld.
4. If a Subcontractor or Supplier says that they have not been paid, the RE response should comply with the following four progressive levels:

Level 1: Ask the Subcontractor or Supplier if they have talked to the Contractor to determine why the payment has not been made. Ask if they received the required notice about why payment was

being withheld. If they have not already done so, suggest that they ask the Contractor for this information. This information is very important. This may resolve the issue.

Remind the Subcontractor or Supplier of their ability to file a claim against the Contractor's payment bond, as described in Section 26-2 below. Offer to send them the information listed below. Also remind the Subcontractor or Supplier of the ability to file a complaint with the Construction Contractors Board, as discussed above.

Level 2: If Level 1 is unsuccessful, call the Contractor's Superintendent, state that you have heard that the Subcontractor or Supplier has not received their payment, and ask if there is a reason for withholding payment.

- If the payment has been knowingly held, ask the reason. Remind the Contractor of the statutory requirement that they give written notice to the Subcontractor or Supplier of the reason, amount, and remedial action involved in the withholding of payment, and that the Contractor is required to furnish a copy of that written notice to the Agency. Remember that the Contractor can withhold payment due to a good faith dispute. **DO NOT ORDER THE CONTRACTOR TO MAKE PAYMENTS.** Remind the Contractor of the interest penalty clause in ORS 279C.580.
- If the Contractor is just not making the payment, remind the Contractor of their obligations under ORS 279C.580 for the prompt payment and interest obligations if prompt payment is not made. Also remind them of the possible penalties of ORS 279C.515, discussed above.

Level 3: If you do not get satisfaction under Level 2, direct the Contractor's Superintendent to provide you a copy of their written notice to the Subcontractor or Supplier as to why they are not making payment as required by ORS 279C.580. You may wish to provide a copy of ORS 279C.580 to the Superintendent and remind the Superintendent of the possible penalties of ORS 279C.515. Again, **DO NOT ORDER THE CONTRACTOR TO MAKE PAYMENTS.**

If the Contractor cannot furnish an acceptable reason for the non-payment, the Agency will include this information in their periodic evaluation of the Contractor and may also consider imposing sanctions on the Contractor.

Level 4: If the Contractor has not made payment as required multiple times and the RE and Region is unable to improve the

situation, contact the CAE. The Agency may impose sanctions after consultation with legal counsel and others, as well as any action that may be warranted under the Contractor Performance Evaluation process. [Refer to Chapter 34 - Contractor Performance Evaluation.]

26-2 Claims against Contractors Payment Bond

If a Subcontractor or Supplier has not been paid for work or Materials that they supplied to a Project, they may file a claim against the Contractor's payment bond. In order to be binding on the surety, the claimant must file the claim against the Contractor's payment bond within 120 Calendar Days after the claimant last furnished labor or Materials to the Project.

A claim against the Contractor's payment bond attaches the surety to the claim. The Subcontractor or Supplier still must pursue payment through negotiation with the Contractor or through legal or other action.

If requested by the Subcontractor or Supplier, the RE will furnish information needed to file a claim against the Contractor's payment bond. That information includes:

- Copy of the appropriate statutes and Oregon Administrative Rule (OAR), copy of the Notice to Proceed letter for the Contract showing the Contractor's proper name and address, as well as the Project title, name and address of the surety, and the bond number (bottom of page).
- Copy of draft letter. The claimant can also draft their own letter based upon ORS 279C.605(3).
- Have the Subcontractor or Supplier send the Agency's copy of the claim against the Contractor's payment bond to the CAE.

The CAU will acknowledge receipt of each Notice of Claim against the Contractor's payment bond with a copy to the RE. If the RE receives any such claims, send them directly to the CAU.

If the Agency has notified the Contractor of receipt of a claim against the Contractor's payment bond, the RE must include that information when completing the required Prime Contractor Performance Evaluation. [Refer to Chapter 34 - Contractor Performance Evaluation.]

EXAMPLE ONLY

(date)

NOTICE OF CLAIM AGAINST CONTRACTOR'S BOND

TO: OREGON DEPARTMENT OF TRANSPORTATION
Attention: Contract Administration Engineer
800 Airport Road, SE
Salem OR 97301-4798

CONTRACTOR
Address
City, State, Zip Code

RE: NON-PAYMENT OF MATERIALS/SUPPLIER/LABOR
Subcontractor (if any)
Address
City, State, Zip Code

Notice is hereby given that the undersigned, (claimant), has a claim for (materials, supplies, and/or labor) furnished by (claimant) in the sum of (dollar amount of claim) through (end date of claim period) against the bond taken from (Contractor) and (bonding company) for the project known as (project name), ODOT Contract No. (contract number). Such (materials, supplies, and/or labor) was supplied to (Contractor) through (subcontractor name and address).

This notice covers only the dollar amount of the (material, supplies, and/or labor) supplied through (end date of claim period). Any subsequent collection costs including attorney fees, court costs, interest, and late charges may be added to this amount.

CLAIMANT

(claimant representative name)

(title)



CHAPTER 27

DISAGREEMENTS, DISPUTES and CLAIMS

As stated in Subsection 00140.30, changes in Plans, quantities, or details of construction are inherent in the nature of construction. The Plans may not work as well as expected when applied to the actual site, traffic, location of utilities, freight mobility, etc.

As stated in Subsection 00140.40, Differing Site Conditions may be discovered, or Extra Work may be necessary as discussed in 00140.60. Construction Work involves things that are hidden beneath the ground that may be unanticipated. When changes occur, or when Contract language is interpreted, there is the potential for disagreement.

Because of the potential for disagreement on construction projects, the Resident Engineer (RE) and project staff need to, among other things:

- Establish and maintain a working relationship with the Contractor that allows all individuals to work together to resolve problems.
- Plan proactively to anticipate as many problems as possible so that solutions or alternate Plans can be developed before the problem is actually encountered.
- Develop an issue resolution process to allow the parties to work through issues at the lowest possible level.
- Analyze the issue(s) objectively and openly to reach resolution.
- Document the issue(s) and any resolution on the matter.

The Contract recognizes this potential for disagreement in three areas that are summarized as follows:

1. Section 00180 applies to disagreements that only involve Contract Time specifically in 00180.60 Notice of Delay and 00180.80 Adjustment of Contract Time. [Refer to Chapter 13 - Contract Time'] If the disagreement is not resolved by the RE, the disagreement can be escalated by the Contractor according to 00199.40.
2. Section 00195.95 applies to errors in final quantities and amounts. These specialized disagreements and claims are allowed up to 90 days after final voucher and, if not resolved, also follow the escalation described in 00199.40.
3. Section 00199 discusses the contractual process for resolution of all disagreements and disputes encountered at the RE level, and when a claim escalates beyond the RE level. The intent of this specification is that disagreements would be resolved in a timely fashion, at the lowest possible administrative level, and that the Contractor is treated fairly in any disagreement. Combinations of Contract Time and compensation or compensation only are covered by this Section.

27-1 Section 00199 Disagreements, Protests and Claims

The processes in Section 00199 can be summarized as follows:

A. Notification Requirements

The Contractor must notify the RE, both orally and in writing, if they believe that the Agency has ordered them to perform Work beyond what is described in the Contract.

This includes a change in the Work including additional costs incurred due to unreasonable delay, which has occurred or is about to occur.

In addition to 00199.20 (Protest Procedure), the following Subsections also have notice requirements:

- 00140.40– Differing Site Conditions
- 00180.60 – Notice of Delay

For Projects Bid on or after September 23, 2013, the Contractor will use the Contractor's Notice of Differing Site Conditions, Delay, or Protest, form 734-2887 or equivalent for Notice of protest related to these provisions.

[Print Form](#)

Contractor's Notice of Differing Site Conditions, Delay, or Protest

Completed by Contractor

Instructions: If you have more than one notice, use a separate form for each. See Section 00150.30 for general requirements for delivery of written notice. See 00140.40, 00180.60 or 00199.20, whichever is applicable for the notice content, timing and other requirements that must be met for timely and proper notice.

Project Name (Section)

Contract No.

Notice No.

Contractor Name

Date Oral Notice Given,
If Required

Date of This Notice

Date Mailed/Delivered to
Agency Project Manager

Check the box for which section this notice applies:

☐ **Differing Site Conditions** (Section 00140.40)
in the field below provide all of the
information required by 00140.40.

☐ **Notice of Delay** (Section 00180.60) in the
field below provide all of the information
required by 00180.60.

☐ **Notice of Protest** (Section 00199.20) in the
field below provide all of the information
required by 00199.20.

(Attach additional sheets if necessary.)

Signature of Person Signing for Contractor

Name and Title of Person Signing for Contractor (please print)

Date

For Agency Use Only

Date Notice Was Received

Date of Meeting to Discuss Notice

If meeting was not held, please state why.

Date of Written Response to Contractor

Distribution: Area Manager; Contract Administration Engineer

Once notified, both parties need to look at potential changes in Work processes, causes of the problem, impacts to the Work, etc.

If the Work is progressing, both the Contractor and the RE will:

- Agree to and record the resources (i.e., labor, Equipment and Materials) that are involved in the Work that is in dispute.
- Record or document only the resources that are in dispute. The Daily Force Account Record, form 734-3428 may be used to document the disputed work if the form is clearly marked "DISPUTED WORK".
- Review the recorded information with the Contractor daily to assure agreement on the disputed resources and work.

The RE and Contractor representatives must sign this form daily to indicate agreement, and also provide a copy to the Contractor.

Additionally, the RE shall:

- Record general information related to this disputed work on the General Daily Progress Report, Daily Diary, or other document.
- Review the Contractor's current Project schedule in order to determine whether or not the disputed Work impacts the critical path or may contribute to a delay.

The Contractor must provide its own complete records of all costs and time incurred throughout the disputed Work on a weekly basis or on a schedule agreed to by the RE. [See 00199.20(c)].

B. Analyzing the Submitted Protest Request

If the issue cannot be resolved through negotiation, the Contractor must submit their analysis and request for compensation in writing. The RE must analyze the written request and provide a written response. The RE may request additional information or clarification from the Contractor.

Once the RE agrees that a change in the Contract Work has occurred and that the Agency is responsible for the change in costs, the RE should try to negotiate the costs with the Contractor and process a CCO to settle the matter.

Again, if the Work is progressing, both the Contractor and RE should record and agree on the resources involved in the Work that is in dispute. If negotiations fail, or if the RE cannot justify

the requested amount, the RE should make a fair and equitable adjustment. If the RE agrees that the Agency is responsible for a change, this may result in processing a unilateral CCO.

If the Contractor and RE cannot resolve the dispute, the Contractor can, after exhausting all procedures in 00199.10 and 00199.20, file a claim per 00199.30.

If the Agency has incurred additional costs because of failure of a Utility to timely modify or relocate its facilities, the Agency may be able to recover some or all of those additional costs from the Utility. [Refer to Chapter 24 – Work Done By Utilities and Railroads.] The RE should contact the Region and the Contract Administration Engineer (CAE) for guidance.

C. Formal Claim Submittal

If dispute issues remain unresolved and the Contractor decides to file a formal claim, that formal, fully-documented claim must be submitted no later than 45 Calendar Days after Second Notification in accordance with Subsection 00199.30(b).

When the RE receives a certified claim, as described in 00199.30, the RE will need to do the following:

- Make two exact copies of the claim.
- Send one copy to the CAU, attention: ODOT Construction Contracts Engineer.
- Preserve the originally submitted claim in the RE Project files. Do not make any marks or edits in the original documents.
- Use the second copy as the working document for the RE's evaluation of the claim.

The claim must include the information that is necessary for the Agency to evaluate the issue and the costs associated with it. A detailed listing of required items is shown in Subsection 00199.30(b) along with the required format.

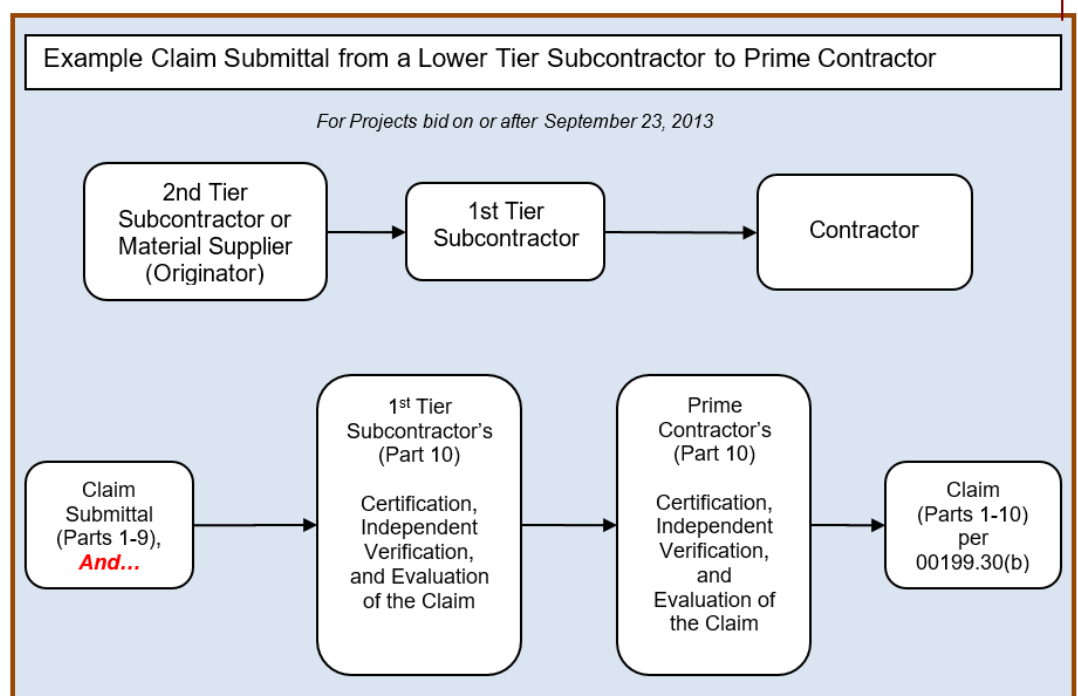
D. Acceptance of the Claim Submittal

The RE must not accept the claim submittal if it is incomplete or not in the proper format. This submittal must include all the parts listed in 00199.30(b) Parts 1 – 9. If the submittal is from a lower tier Subcontractor, Supplier or Entity other than the Contractor, the Contractor must also include a separate evaluation and certification of the claim.

If the Subcontractor (or Materials Supplier or other Entity other than the Contractor) originates a "pass-through" claim, the RE must ensure that the submittal has the following items also included in the claim submittal:

- Certifications
- Independent verifications
- Evaluations of the amount of damages sought

According to 00199.30(b), this information should be included in the submittal from not only the claim submittal originator, but from the Subcontractors at all tiers, as well as the Contractor.



If the Contractor fails to submit the needed information, the RE should discuss this matter with the CAE.

The RE will:

- Inform the Contractor that the claim is incomplete as submitted, and request the Contractor resubmit the claim with the required information and/or documentation.
- Establish a date by which the perfected claim must be resubmitted; typically no more than an additional 15 Calendar Days.

If the Contractor does not provide the requested information, the RE will again discuss this with the CAE and likely notify the Contractor of the failure to comply, the claim will be considered "rejected" and the issue will be considered closed.

E. RE Level Claim Review

Once the claim has been accepted as a properly submitted claim, the RE must hold a claim review meeting with the Contractor to review the submitted claim document and to have the Contractor explain their claim to the RE. It is important that the RE understand both the theory of entitlement for the claim, as well as the method and supporting documents used to calculate the claimed costs.

The costs may be calculated as shown in 00199.30(b) (Part 7) direct and indirect or may be calculated on the basis of Section 00197. The claim cannot be a mix of both methods. Contact the CAE if questions arise.

The RE must review the claim and request additional information if necessary. The Contractor must provide additional information within 14 days after the RE makes the request. [See 00199.40(a).]

The RE should provide a written response to the claim within 30 Calendar Days after the RE has received all needed information. If the RE needs additional time, the RE should inform the Contractor in writing.

Again, if the RE agrees that for all or part of the claim a change in the Contract Work has occurred, and that the Agency is responsible for the change in costs, the RE should make a fair and equitable adjustment with a unilaterally processed CCO for that portion of the Work. If the Agency believes the Contractor has some entitlement, but cannot reach agreement, the Agency must still pay a fair, justifiable amount for the change. The RE should contact the CAE with any questions.

If the Contractor does not accept the RE's findings, they may request, within 10 days, a review (Step 1) at the Region level.

F. Step 1 – Region Level Review

At Step 1, the Contractor would present their claim to the Region for the Region Level Review. This is normally done by the ODOT Area Manager (AM).

By Contract, the presentation must occur within 21 Calendar Days of the Contractor's request for the hearing unless agreed otherwise. The AM may request additional information and the Contractor must provide the information within 14 days of the request. [See 00199.40(b).]

The AM must provide a written decision within 30 Calendar Days.

If the Contractor does not accept the AM's findings, they may request, within 10 days, a review (Step 2) at the Agency level.

G. Step 2 – Agency Level Review

At Step 2, the Contractor would present their claim to the CAE for the Agency Level Review. By Contract, the presentation must occur within 21 Calendar Days of the Contractor's request for the hearing unless agreed otherwise. The CAE may request additional information and the Contractor must provide the information within 14 days of the request.

The CAE must provide a written decision within 30 Calendar Days.

If agreement is not reached, the Contractor may request, within 10 days, to escalate the claim to the appropriate portion of Subsection 00199.40(d), either Step 3 or Step 4. The CAE will initiate the actions of 00199.40(d). Contact the CAE if you have any questions.

The intent of the Contract is to settle disagreements in a timely manner and at the lowest possible administrative level.

The RE should consult with the Region AM or the CAE if needed.

The RE must inform the Contractor of the reason that payment is being withheld, as well as what actions the Contractor must fulfill to allow payment to be made. Send a copy of the written correspondence to the CAU.

If the amount due to the Contractor is less than \$1,000, the RE office may delay payment until the next estimate becomes more than \$1,000, as specified in 00195.50(a), unless requested by the Contractor. Good communication is essential. [Refer to Chapter 9 - Responsibilities of Project Manager.]

If it is determined that a progress payment will be withheld, do not submit the progress estimate to the CAU. All payments submitted through CPS will be processed.

Do not withhold payment because of claims made by the Contractor or against the Contractor's bond. [Refer to Chapter 26 - Prompt Payment/Claims Against Contractor's Bond.]

Contact the CAU if there are questions about withholding payments to the Contractor.



CHAPTER 28

USE OF PUBLICLY-OWNED EQUIPMENT

The Resident Engineer (RE) will not allow the Contractor to use publicly-owned equipment for performing Contract Work except in the case of an emergency.

Subsection 00140.80 allows the Contractor to use publicly-owned equipment only during an emergency. In an emergency situation, the Contractor may rent publicly-owned equipment if the RE gives written approval, such use is in the public interest, and the rental does not increase the Project cost. Contact the Contract Administration Engineer (CAE), if possible, prior to authorizing such use.

Publicly-owned equipment may be used, however, by a public agency in the performance of Work under an Order for Force Work. [Refer to Chapter 15 – Contract Change Orders/Force Account/Work by Public Forces.]



CHAPTER 29

RIGHT OF WAY, ACCESS AND APPROACHES

Before a Project can be advertised for Bids, the Agency must certify that the Right of Way is clear. Otherwise, the Agency is required to list any property files in the Special Provision that are still pending Right of Way allowance.

Do not allow the Contractor to enter upon any property before the Agency has obtained Right of Way possession. Contact the Region Right of Way Manager if you have any questions. The Agency may be able to obtain a permit of entry before it actually acquires the property.

29-1 Right of Way Obligations

For each real property transaction that involves construction obligations of the Agency, the ODOT Region Right of Way office will send the Resident Engineer (RE) a copy of the Obligations of Oregon Transportation Commission on Real Property Acquisitions, form 734-3300:

NOTE: *Right of Way obligations, processes and requirements for Design-Build contracts are specified in Sub-section DB174.20.*

OBLIGATIONS OF OREGON TRANSPORTATION COMMISSION

Owners:

Situs:

Address:

Telephone:

Attorney:

Attorney's

Address:

Telephone:

File No.:

Grantor:

Section:

Highway:

County:

City:

FAP No.:

RW Map:

Eng Station:

Area of Entire Property:

Improvements Purchased by State:

State's Obligations:

Grantor's Obligations:

Fencing:

Explanation of Changes:

State Completed:

Project Manager

Date

Region RW Manager

(*Required if changes are made in the field)

Date

The RE must review the requirements listed on form 734-3300 to assure that all obligations are included in the Project Plans correctly. If there is a discrepancy, or if any changes in the obligations are necessary, the RE must resolve the issue with the Region Right of Way Manager and follow up with the Contractor.

When the Work required fulfilling the obligations listed on form 734-3300 has been completed, the RE will sign the form and send copies to the Region Right of Way Manager and the ODOT Maintenance District Manager.

29-2 Additional Right of Way

If additional Right of Way is needed to construct the Project, the RE should work with the Region Right of Way Manager to acquire possession of the needed property. Do not enter the property without possession of the property being received. Do not allow the Contractor to enter the property until a right of entry has been obtained. [Refer to the ODOT Right of Way Manual, Chapter 5.315.]

29-3 Road Approach, Driveway Construction

The Agency has an Access Control program. The RE must not change the road approaches, driveways, or other accesses shown on the Project Plans without obtaining prior approval. The RE may need to contact the designer, Region Right of Way Manager, or the ODOT Maintenance District Manager to secure approval for any proposed change.

If the approach must be constructed at a different location than shown on the Plans and on the Right of Way Obligation form, the RE must request that the Region Right of Way Manager modify the obligation.

All road approaches, driveways and surfacing must be constructed according to the Right of Way obligations listed on form 734-3300 and as shown in the Contract Plans and Specifications.



CHAPTER 30

LOAD AND SPEED RESTRICTIONS ON CONSTRUCTION VEHICLES

Public law states that overweight loads are not allowed on public roadways, except by permit. When the Contractor is operating construction vehicles and Equipment outside of the Project limits, or is operating on a segment of Roadway within the Project limits that will not be reconstructed during that Project, the Contractor must comply with all legal load and speed restrictions.

The Contractor can haul non-legal loads over portions of the Project that are outside of the Roadway area or that will be reconstructed as part of the Project. If a portion of the Roadway must still carry public traffic until it is reconstructed, the Contractor is responsible for maintaining that portion of the Roadway if its construction vehicles or operation cause any damage.

Load and speed limitations for construction vehicles and Equipment that are operating within the Project limits are identified in Section 00150.60.

When the Contractor's vehicles must comply with legal load restrictions, those vehicles must not exceed the legal load limits unless allowed to do so by permit. The Contractor must have a procedure to assure that overweight loads are not hauled over public Roadways or that the overweight load is reduced to the legal limit before it enters the public Roadway.

The Resident Engineer (RE) shall:

- Discuss the restrictions on overweight loads at the pre-construction conference and before Materials are to be hauled over public Roadways; and
- Periodically review of the weigh memos (tickets) to determine that loads are within legal limits.

If the Contractor and its weigher are allowing overweight loads to travel over Roadways, the RE must take appropriate action to assure that overweight loads are not allowed. This action may include placing an Agency weigher at the scale, at the Contractor's expense, to assure that only legal loads are allowed. The RE may need to suspend the Contractor's operations until the Contractor implements positive measures to prevent overloads.

If an overweight load does reach the Project site and the Material is incorporated into the Project, the RE must include the full quantity of the load that was incorporated in the monthly pay estimate.

The RE should not send an overweight load back to the Material source to be reduced to the legal limit. Since the overweight load has already done damage to the Roadway, do not compound the damage by sending it back as an overweight load.

ODOT's Field Motor Carrier Services Unit can be of assistance in determining legal loads and in helping to enforce the law. The Agency has the right to have representatives from that unit on the Project Site to weigh vehicles if non-legal loads are suspected. The Contractor does not have the right to order those representatives off the Project Site if they are enforcing the law.

Take the appropriate action to prevent non-legal loads on public roadways. ORS 818.440 states, in part, that it is a violation of statute for any person to knowingly and willfully procure, aid, or abet in allowing non-legal loads on the public Roadway.



CHAPTER 31

PROTECTION OF WORK/ RESPONSIBILITY FOR DAMAGES

31-1 Responsibility for Damage to Work Caused by Public Traffic

The Contractor is responsible for all Work, Equipment and Materials, and for repairing all damages caused by Public Traffic to the Work performed until the entire Project has been completed and accepted by the Agency, unless the Agency has accepted responsibility for a portion of the completed Work.

If completed portions of Work meet all of the following conditions, the Contractor may apply for relief of responsibility for damage caused by Public Traffic:

- The completed portions of Work are completed according to CCOs, the Contract Plans or approved stage construction Plans (if included in the Contract).
- The traffic control complies with approved Traffic Control Plan.
- All required Materials conformance and quality compliance documents related to the completed Work are on file with the Resident Engineer (RE).

The Agency can only consider and assume responsibility for the following portions of Work:

- A segment of Roadway, drainage facilities, slopes, lighting, traffic control devices and access facilities.
- A bridge or other structure within a segment of Roadway.
- Traffic signals and appurtenances at an intersection. (Only after signals are turned-on and operating according to 00990.70(h).)
- Permanent, passive traffic control devices.
- Complete circuits of a highway lighting system. (Only after completion of the 14-day burn test according to 00970.70.)
- Portions of a building open to public use.

A. Contractor's Request for Relief of Responsibility, form 734-2768

To apply for relief, the Contractor must submit a signed Contractor's Request for Relief of Responsibility, form 734-2768 to the RE. The Contractor will complete Boxes #1 – #11, and #15 - #17. The Request for Relief of Responsibility form will describe the specific Work for which the relief is being requested.

- Boxes # 1 - #7 – These boxes contain the specific Project information.
- Box #8 - Bid Item Number - This will be the bid item(s) related to the completed portion(s) of Work.

EXAMPLE: If the Contractor is asking for relief of Work related to guardrail installation, multiple bid items covering the guardrail, posts and blocks, transitions, end pieces, etc. would be listed in this box. If the relief is being requested for installed delineators, then there would only be one bid item listed.

- Box #9 – Unit – This will be the pay unit for the applicable bid item(s):
 - Lump Sum: If the bid item pay unit is "lump sum", then 100% of the bid item must be completed before relief can be requested.
 - Each: If the bid item pay unit is "each", then the unit must be 100% complete before it can be included in the request. For example, if a manhole bid item has a pay unit of "each", then 100% of the manhole bid item work must be completed. No percentage can be withheld for missing documentation or incomplete Work.
 - Foot: If the bid item pay unit is "foot", then each foot of completed Work may be included in the request for

- relief. For example: A bid item quantity of Guardrail, Type 2 is 2500 ft. Typically, a full run of guardrail would be completed before the request for relief would be granted. However, in some instances where the run is extremely long, the Contractor could request, and the RE could grant, relief of responsibility for smaller segments of installed guardrail if the installation of that segment is complete and meets all the requirements of 00170.80(c).
- SQFT: If the bid item pay unit is "sqft", then the entire unit being measured must be complete. For example, if the bid item is Type "G" Signs in Place, and the pay unit is sqft, then each sign installation must be 100% complete before the item is included in the relief request.
 - Combined: If relief is being requested for a Bridge or Structure, or a segment of Roadway which contains multiple bid items and multiple pay units, enter "combined."
- Box #10 – Percent or Quantity Completed – Enter the percent complete for the applicable Work (this must be 100% if the pay unit is "lump sum"), or the quantity of work completed (each, foot, etc.).
 - Box #11 – Description of bid item or portion of Work – This section will describe the Work for which the Contractor is requesting relief. A detailed scope of Work, including the beginning and ending milepoints or stations, plan sheet and note numbers, etc. needs to be included to clearly identify the limits of the Work.
 - Box #15 - #17 – These boxes will contain the Contractor's representatives' printed name, signature, title, date the request form is signed, and the date and method of submittal to the RE.

Within seven Calendar Days after the RE receives the Contractor's Request for Relief of Responsibility form, the RE will complete Boxes #12 - #14 and #18 – #23:

- Box #12 – #13 – "Approved" or "Denied" - The RE must review each item of Work for which the Contractor is requesting relief, and indicate whether the item is "Approved" or "Denied". There may be instances where some of the Work items are approved, and other items are denied.
- Box #14 – Reason for Denial - For any Work items that are denied, the specific reason for denial must be included. Be specific so the Contractor can tell what correction(s) are required before relief of responsibility needs can be granted for the Work.
- Box #18 – Date Request Received - Enter the date the Contractor's Request for Relief of Responsibility, form 734-2768 is received in the RE office.

- Box #19 – Request Reviewed By - Enter the name of the RE or RE staff member responsible for reviewing the request.
- Box #20 – Project Manager Signature – The RE will sign the form in this box.
- Box #21 – Date – This will be the date the form is signed by the RE.
- Box #22 – Date Returned to Contractor/By: - Enter the date the form is returned to the Contractor, and the method by which it is sent.
- Box #23 – Comments – Enter any relative comments.

The RE must review, complete the Agency's portion of the form, and return the form to the Contractor within seven Calendar Days of receipt. The Contractor can submit a maximum of two Contractor's Request for Relief of Responsibility, form 734-2768, forms per month, per Project.

Example of completed form 734-2768:

Contractor's Request for Relief of Responsibility from Damage by Public Traffic
Standard Specification Section 001.20.00

Project Name (Optional): CONSTRUCTION MAINTENANCE EXAMPLE
Highway: Blank Highway
Location: Highway
Federal Route: 1-123-456789
Contractor: PUBLIC CONSTRUCTION COMPANY

CONTRACTOR Provide the following information for all completed portions of work for which relief of responsibility for damage by public traffic is being requested:

Item Number	Quantity	Description
1	1.0	Guardrail, Type 2, roadside complete, from 10 to 15
2	1.0	End barrier, end of project, from 10 to 15
3	1.0	End barrier, end of project, from 10 to 15
4	1.0	End barrier, end of project, from 10 to 15
5	1.0	End barrier, end of project, from 10 to 15
6	1.0	End barrier, end of project, from 10 to 15
7	1.0	End barrier, end of project, from 10 to 15
8	1.0	End barrier, end of project, from 10 to 15
9	1.0	End barrier, end of project, from 10 to 15
10	1.0	End barrier, end of project, from 10 to 15
11	1.0	End barrier, end of project, from 10 to 15
12	1.0	End barrier, end of project, from 10 to 15
13	1.0	End barrier, end of project, from 10 to 15
14	1.0	End barrier, end of project, from 10 to 15
15	1.0	End barrier, end of project, from 10 to 15

For Agency Use Only

Reason for Release:

- ☐ Missing quality documentation and CCR's for Guardrail
- ☐ All documentation on file, final inspection 1-14-15
- ☐ All documentation and the work is on file

Date Received: 1-14-15
Request Reviewed By: [Signature]
Project Manager Signature: [Signature]
Date: 1-14-15
Project Number: 1-123-456789

Agency receiving evidence of responsibility for damage by public traffic has been submitted. This is the final project responsibility for damage by public traffic.

B. Repair of Work Damaged by Public Traffic

When the Agency assumes responsibility for damage to completed portions of the Work, and that Work is damaged by Public Traffic, the damage will be repaired in one of the following ways:

- The Contractor on an Extra Work basis,
- Agency forces, or
- By other means as determined by the RE.

1. If the damage occurs before Final Inspection and the RE requests the Contractor to repair the damage, the Contractor will complete the Work on a Force Account basis according to Section 00197. All costs associated with the repairs will be totaled, and the Contractor will be reimbursed 75% of the total costs.
2. If the damage occurs after Final Inspection and the RE requests the Contractor to repair the damage, the Contractor will complete the repair Work on a Force Account basis according to 00197. All costs associated with the repairs will be totaled and the Contractor will be reimbursed 100% of the total costs.

C. Contractor's Responsibility on Work for Which Agency Has Assumed Responsibility for Damage

If the Contractor needs to perform any additional Work on a portion of completed Work for which the Agency has already accepted responsibility, the Work must be performed under an approved stage construction Plan or approved Traffic Control Plan. If the Contractor performs any Work outside of the approved Plan, and the Work is damaged by Public Traffic, then the Contractor will become fully responsible and liable to make all repairs with no reimbursement by the Agency.

EXAMPLE: The Agency has assumed responsibility for a segment of Roadway (segment "A"). NB traffic is diverted onto segment "A" while the bridge is being replaced. After the bridge work is completed, the NB traffic is diverted onto the new bridge and segment "A" must be re-striped to accommodate the new traffic pattern. The Contractor has submitted both stage construction Plans and a Traffic Control Plan for this work, which the Agency has accepted.

When the striping work is performed, the Contractor does not set up the traffic control on segment "A" according to the approved Traffic Control Plan. While performing the striping work, an accident occurs and a portion of guardrail on segment "A" is damaged by Public Traffic.

Under this scenario, since the Contractor's traffic control was not performed according to the approved Traffic Control Plan, the Contractor is responsible for repairing the damage and bears all the costs to do so. The Agency's responsibility for damage on this segment of Roadway is basically voided due to the non-compliance with the Traffic Control Plan.

31-2 Property Damage (Tort Claims)

When property damage occurs within the limits of a construction Project involving the traveling public or private property the ODOT Construction offices should provide information (when requested) on the DAS Risk Management web site related to filing a claim against the state at the following link <https://www.oregon.gov/das/risk/pages/ovclms.aspx>.

The Contractor may imply to the property owner that the damage is related to the requirements of the ODOT contract, but the language in subsection 00170.72 defines the limits of ODOT's liability. By filing a tort claim the property owner will forward this on to DAS Risk Management so that they can work with the Contractor's Insurance Company to address the issue.

If the property owner has filed a tort claim and the Contractor has made any statements about ODOT's involvement in the damages, this information should be forwarded to DAS Risk Management at the contact information provided on the website above.

The ODOT Construction office should not be directly involved in the process except to refer people to the tort claims process.



CHAPTER 32

PROTECTION OF CULTURAL RESOURCES

Cultural resources can be defined as any archaeological, paleontological, historical sites and/or traditional cultural properties. The necessary identification and examination of those sites normally occurs prior to the construction phase of a Project. NEPA documentation and special provisions for a Project will generally address anticipated cultural resources within the Project limits.

No-work zone areas are used to delineate archaeological resources on Project sites. Disturbing known cultural resources is considered a willful violation of state law; such sites are protected under ORS 97.740, ORS 358.905 and ORS 390.235. If no-work zones are disturbed all Work must cease in the vicinity of the no-work zone and the Resident Engineer (RE) will Contact the Region Environmental Coordinator (REC) to help determine a corrective action.

If a no-work zone is disturbed a damage assessment to evaluate the level of disturbance to the cultural site may be required. The REC will work with the RE and Agency expert to determine if a damage assessment is warranted.

For more information related to cultural resources, refer to the ODOT Cultural Resource Program webpage.

32-1 Archaeological Monitoring

If an archaeological monitor is needed during construction this will be called out in the Special Provisions and addressed during the pre-construction meeting. [Refer to Chapter 11 - Before Onsite Work Can Begin.]

Monitors may include consultant archaeologists or Tribal members. Archaeological monitors will identify and evaluate archaeological material immediately at the Project site. Archaeological monitoring is usually done on Projects that have a high potential to encounter buried material and Projects that are planned in or near recorded archaeological sites.

Submit an Order for Force Work, form 734-1105, to establish a budget and track the cost of the archaeology monitoring. [Refer to Chapter 15 - Change Orders/Force Account/Work by Public Forces.]

32-2 Inadvertent Discovery of Cultural Sites

If unidentified cultural sites are discovered during Work, immediately stop work in the area. Contact the REC and refer to Specifications 00290. The RE may need to suspend all or part of the Contractor's operations. If necessary, suspend Contract Work as provided in Specifications 00180.70 and 00290. [Refer to Chapter 13 - Contract Time.]

If an Inadvertent Discovery Plan (IDP) is in place for the Project, then follow IDP Guidance. If an IDP is not in place for the Project, work with the REC and Agency experts to determine the appropriate action.

If human remains are encountered, contact the State Police and the REC. Do not call 911.

If a previously unknown site is encountered, an archaeological monitor may be required as a condition to resume the work.



CHAPTER 33

MATERIALS LEFT OVER OR PRODUCED FOR A THIRD PARTY

33-1 Materials Left Over

Subsection 00195.80 addresses Materials that have been ordered or produced, but are left unused due to changes in the Contract.

As stated in Chapter 23 - Quantities of Materials to Be Produced, both the Resident Engineer (RE) and the Contractor must independently verify the quantity of Materials that will be needed to perform the Project Work.

The Contractor should anticipate a reasonable fluctuation in Project quantities due to variations in specific gravities, variations in normal production, and construction. The Agency is not responsible for purchasing left over Materials due to these fluctuations.

A. Purchasing Left Over Materials

Regarding left over Materials due to changes in the Contract, the Agency may deal with those materials through one of the following actions:

1. **Restocking Left Over Materials** - Have the Contractor or Supplier retain and restock the Material. (Restocking charges may not be FHWA reimbursable, If you have questions, contact the Contract Administration Unit for guidance.)

Pay any restocking charges incurred by the Contractor, plus 5% overhead allowance, minus any allowances made for Materials on Hand (MOH). There should be no markup or profit.

This is generally the preferred method, unless the Agency has use for the Material. This must be done with a Contract Change Order (CCO). If any allowance has been paid under MOH, the MOH payment must be zeroed out and added to the CCO.

- 2. Purchase of Left Over Materials** – The Agency may purchase the left over Material at cost plus 5% overhead allowance, minus any allowances made for MOH, and with no markup or profit as specified in Subsection 00195.80. Typically, such purchases will be born by the Agency and are not considered to be FHWA participating. The Resident Engineer (RE) will need to issue a CCO to purchase left over Materials. Do not pay for left over Materials as a 6000 series price adjustment. If any allowance has been paid under MOH, the MOH payment must be zeroed out and added to the CCO.

The CCO must document that all of the following conditions required by 00195.80(b)(2) have been met:

- The Contractor requests the Agency's purchase of unused Materials.
- The Contractor shows acquisition of the Materials according to 00160.10.
- The Contractor shows that the Materials meet Specifications.
- The Contractor provides receipts, bills and other records of actual cost of Materials delivered to the designated delivery points.

If there are no state or local agency funds in the Contract, and if FHWA will not participate in the purchase of left over Materials, the RE will need to add the non-federal or Highway Maintenance funds to the Contract. The RE will need to work with the Highway Program Office (Transportation Program Office) to establish a new subjob for the non-federal or Maintenance funds. The RE will need to use this new subjob on the CCO for the purchase of the left over Materials. This will allow the costs for the Materials purchased to be made using whichever non-federal funds are appropriate.

B. Disposition of Purchased Left Over Materials

If the Agency must purchase the Material, the RE must dispose of the Materials in one of the following methods:

1. **Hazardous Materials** - If the Materials require special handling and disposal, or are classified as hazardous Materials, the RE should arrange for and pay the Contractor to properly dispose of the Materials.
2. **Give the Material to ODOT Maintenance** - The RE should work with the District Manager to resolve any transportation and storage issues.

33-2 Materials Produced for a Third Party

When Materials are produced under the Contract for Maintenance or another third party, Maintenance or the third party must reimburse the Project for the cost of the Materials and other costs (such as engineering and mobilization) attributable to the production of the Materials.

When the production of the Materials is complete, and the Materials are available to Maintenance or the third party, the RE must:

1. Calculate the quantities and value of the Materials, including the cost of engineering, mobilization, and other appropriate costs.
2. If the Material is to be transferred to Maintenance, convey the information on quantities and value to the District Manager. Assure that costs are credited to the Project through a Journal Entry or the CPS System.
3. If the Material is to be transferred to a third party, convey the information on quantities and value to the appropriate third party person. Assure that the Project is paid or credited for the cost of Material.

The RE must assure:

- That ownership of the Material is transferred to the appropriate party.
- That the Project has been credited for the value and other costs associated with the Material.
- That FHWA participation has not been requested for the value or other costs associated with the Material, unless FHWA agrees to participate in the cost.

Excess Material should be stored or placed on property that is under Agency control or on property controlled by the appropriate third party. If the Material cannot be stored on Agency-controlled property, or that of the appropriate third party, the Material must be stored properly and in a manner that provides access to the Agency or the appropriate third party in order to remove the Material.



CHAPTER 34

CONTRACTOR PERFORMANCE EVALUATION

Pursuant to Administrative Rule 734-010-0285, the Agency is responsible for performing Contractor Evaluations on each construction project at the following intervals:

1. Annually on the anniversary date of the Notice to Proceed (NTP) for a Project, until the final Second Notification is issued, and
2. Within 60 Calendar Days after the date of the final Second Notification.

The Resident Engineer (RE) is ultimately responsible for tracking and submitting evaluations to the Contractor meeting the criteria established above.

The evaluations will be done on the preceding duration of the Work. The final evaluation of a multi-year Project will be for the duration from the last annual evaluation to the completion of the field Work (2nd Note) and there will not be an overall evaluation of the entire Project.

As specified in the Administrative Rule, the Agency will consider the results of those evaluations, and, if necessary, may require corrective action of affected Contractors or revoke their bidding privileges.

Once the evaluation is completed, the RE should sign the evaluation and then send to the Contractor for review and comment. The RE Office should copy the ODOT Contract Services mailbox on the email sent to the Contractor. The evaluation must be sent to the Contractor within 30 days of the Notice to Proceed anniversary date (for multi-year contracts) or within 60 days of 2nd Note. The evaluation is considered late if you do not send the evaluation to the Contractor within the specified times. If the evaluation is late, the evaluation cannot be used to affect pre-qualifications.

Sending the evaluation to the Contractor provides an opportunity for the Contractor to disagree or to appeal the evaluation. The Contractor should return the evaluation within 15 days of receiving the evaluation. If they do not sign the form within the 15-day period the evaluation is considered final. If the document was emailed to ODOT Contract Services at the same time it was sent to the Contractor, the document will be processed automatically from that email after the 15-day review period if a signed copy has not been received.

Comprehensive instructions are available to the RE to assist with completing the form. Ensure that the date the evaluation was sent to the Contractor is entered on the Documentation Sheet.

The Contractor can appeal the evaluation. Documentation is imperative to support the score that is given to assist in the event there are appeals.

Forms for this process can be found at: <https://www.oregon.gov/ODOT/Construction/Pages/Forms.aspx>

Forms involved are:

- 734-2884 – ODOT Construction Prime Contractor Performance Evaluation Documentation (ODOT's Evaluation of Contractor)
- 734-2469a – Contractor's Construction Process Feedback – Part A (Contractor's evaluation of ODOT process)

If there are questions regarding this process, please send an email to the [Contract Services Mailbox](#).



CHAPTER 35

BREACH OF CONTRACT AND TERMINATION

If the Contractor fails to perform its Work according to the terms of the Contract, the Resident Engineer (RE) may take actions as appropriate, including suspension of Work, withholding payment, removal of Contractor personnel, correction of deficiencies at the Contractors expense, or initiation of termination. Section 00180.90 enables the Agency to terminate a Contract.

35-1 Corrective Actions

If the Contractor is not fulfilling its contractual requirements, the RE may initiate the corrective actions below. The RE would also include corrective actions in the required Prime Contractor Performance Evaluation, if any. [Refer to Chapter 34 – Contactor Performance Evaluation.]

A. Verbal Discussion, Notices, or Reminders

If the RE believes that an unacceptable event will, or is about to occur, or if an unacceptable event has occurred, discuss it with the Superintendent. Document the conversation in the RE's Diary or General Daily Progress Report, form 734-3474.

B. Suspending Work

The Inspector has authority to suspend Work when a situation poses immediate danger or needs immediate correction. The RE has authority to suspend work for the causes listed in Section 00180.70. [Refer to Chapter 13 - Contract Time.]

C. Written Notice

If verbal discussions or Work suspensions have failed to produce the desired results, write a letter (signed by the RE) to the Contractor. Copies should also be sent to the Construction Section and Contractor's home office.

The letter must describe the issue, refer to the applicable Contract provisions, and outline the corrective actions that must be taken within a stated timeframe.

D. Withholding Progress Payments

The RE may withhold progress payments if the Contractor, or a Subcontractor, has failed to take necessary action or to submit required documents. The RE may withhold an amount necessary to protect the Agency's interests until the action is corrected or the required documentation is submitted. (See 00195.50(e).)

E. Written Notice of Potential Breach of Contract

If the previous corrective actions were unsuccessful, the RE must inform the Region and should discuss the situation with the Contract Administration Engineer (CAE).

The RE will prepare a letter to the Contractor documenting their failure to rectify the situation. The letter will also include a notice that unless the situation is corrected by a specified date, it may lead to a finding of Breach of Contract.

Send a copy of the letter to the Region, CAE, Contractor's home office, and Contractor's surety.

35-2 Breach of Contract

The Agency may find the Contractor to be in Breach of Contract if the Contractor has willfully failed or refused to perform according to the terms of the Contract or to the orders of the Engineer. (See 00180.90.) Although the Contractor has breached the Contract, the Agency may determine that it is not a material breach and does not warrant termination of the Contract. A finding of breach by the Agency is a serious action. However, it may help the RE to get a Project back on track. Contact the CAE if you have questions.

For the Agency to pursue a Breach of Contract, the RE must prepare a letter describing the contractual requirement(s) and the Contractor's violations of the requirement(s). The RE must send the letter with supporting documentation to the Region requesting that a Breach of Contract be considered. The Region should review the request and send it with a recommendation to the CAE.

The CAE will confer with the Department of Justice (DOJ), the State Construction and Materials Engineer (SCME), and the Statewide Project Delivery Branch Manager, and will draft the required letter for signature by the Assistant Director for Operations.

35-3 Termination of Contract

The Agency can terminate the Contract for either of the following reasons:

A. Termination for Convenience

The Agency may terminate the Contract for convenience when, through no fault of the Contractor, it is necessary or in the public interest to do so (00195.70 (b)).

B. Termination for Default

The Agency can terminate the Contract for default for any of the reasons listed in 00180.90(a). When such action is initiated, the Agency must give the Contractor 10 Calendar Days' notice of the termination. The Contractor may avoid termination if it or its surety reaches agreement with the Engineer on needed corrective action and implements the needed action as discussed in 00180.90(b).

The Agency must also terminate the Contract (Termination for Default) if the Contractor is placed on the Construction Contractors Board (CCB) listing of firms not qualified to hold or participate in public improvement contracts at:

<https://www.oregon.gov/CCB/>

If this happens, the RE must suspend Work, arrange for public forces to maintain traffic control devices, and immediately initiate termination proceedings.

When the Agency terminates a Contract, it will pay the Contractor, according to Section 00195.70, for Work performed.

When the need for termination occurs, the CAE, with the recommendation of and information provided by the RE and Region, will work with Legal Counsel and others to prepare two (2) letters for the Assistant Director for Operations:

1. A letter to the Oregon Transportation Commission requesting approval to terminate the Contract, and
2. A letter to the Contractor informing it of the Agency's intent to terminate the Contract.

When the Contract is terminated, the RE must work with the CAE to assure that the Contractor receives proper payment for Work accomplished. The Region Assurance Specialist (RAS) must perform a review of all quality and quantity documentation supporting payment.

The Agency may allow the surety to provide a Contractor to finish Contract Work on a terminated Project. This is discussed in Subsections 00180.90(a) and 00195.70(a).



CHAPTER 36

ACCEPTANCE OF PROJECT

Subsections 00150.90 and 00150.95 address Final Inspection and Final Acceptance of a Project.

When construction of the Project is 50-75% complete, or when the Project has started to take shape and its final configuration is apparent, the Resident Engineer (RE) should confer with the Project team as needed to assure that:

- The intent of the Project is being fulfilled, and
- Special concerns are being adequately addressed.

When the Project is nearly complete the RE, with input from the Project team, will review the Project to assure that the Project will function properly and that no improper Materials or construction are evident.

The Project team must include a representative of the unit that will maintain the Project when it is completed. The intent of this step is to identify construction or Material deficiencies before the Contractor has left the Project.

For Projects that are (or contain):

- Designated as Risk-Based project involvement and invite Federal Highway Administration (FHWA) to participate.
- National Bridge Inventory Structures, invite ODOT Bridge Section to participate and inspect any NBI bridges open to traffic.

- Culverts 72 inches or larger in diameter, invite ODOT Bridge Section to participate and/or inform them that an inspection is needed.
- Coating Warranty, invite the Structure Coatings Engineer to participate in a Post Construction Review meeting.
- Stormwater Control Facilities, follow the Geo-Environmental Technical Bulletin GE16-02(B) for the required operation and maintenance manual requirements.

A representative from the ODOT Bridge Section (i.e., your regional Bridge Inspector) must be informed of any Structures and culverts 72 inches or larger in diameter that are completed or are opened to traffic so an inspection can occur within 90 days (per the Code of Federal Regulation 650.315).

The RE and Project Team need to determine if a post-Project critique needs to be completed in order to improve any processes or products that were involved in the Project.

The RE will work with the Contractor to develop punch lists or other means to assure that all cleanup and repair Work is accomplished. This effort should start prior to issuing Second Notification.

Following issuance of Second Notification and as specified in Subsection 00150.90, the RE has 15 Calendar Days after being notified by the Contractor that it considers the Project to be complete (including all punch list items and final documentation, and final trimming and cleanup, according to Subsection 00140.90) to review the Project and notify the Contractor of all known remaining Work.

When the Contractor has completed all Contract Work and fulfilled its obligations concerning Project documentation, the RE and Area Manager (AM) must recommend acceptance of the Project by one of the following methods:

- Prepare a memo, signed and dated by the RE, stating that all Contract Work has been completed in accordance with the Contract and recommending acceptance; or
- Complete a Recommendation of Project Acceptance, form 734-1384.

NOTE: For Projects using alternative contracting methods, Price Plus Time (A+B), Price Plus Multi-Parameter (A+C+D), Construction Manager/General Contractor (CM/GC), Design-Build, and Indefinite Delivery/Indefinite Quantity (ID/IQ), no earlier than 45 Calendar Days after issuance of final Second Notification the RE will contact Alternative Delivery Services (ADS) to schedule a Findings of Fact for Exemption (FFE) post-construction evaluation reports construction evaluation reports preparation meeting.

Projects using A+C+D also require a FHWA Special Exemption Project - 14 (SEP-14) post-construction evaluation report and will be disused during the FFE post-construction evaluation reports meeting.



Recommendation of Project Acceptance

Print Form

☐ Intermediate
☒ Final

Project Information

US26(Powell Blvd): SE 122nd Ave. - SE 136th Ave. Sec

Project Name (Section)

15125

Contract No.

Mt Hood

Highway

HSIP-5026(126)

Federal Aid No.

Tapani Underground Inc.

Contractor

1/31/2021

Second Notification Date

100%

Contract Time Elapsed

100%

Contract Work Completed

0%

Contract Work in Progress

Good

Contract Work Quality

9/21/2020

Date Contractor's Final Inspection
Request Received

9/21/2020

Inspection Date

Edwin Klaasen

Inspected by

Ryan Brown & Henry Ng

In Company With

Remarks

(scope of inspection, finding, recommendations, instructions, etc.)

Major items of work included:

- 8 inch & 12 inch water line installation with hydrants and service connects.
- Storm Sewer Inlets & Drywells
- Luminaries
- Signal installation, pole foundation pole & mast arm at two locations (SE 122nd Ave. & SE 136th Ave)
- Mid-block crossing with rapid flashing beacons.
- Sound Wall Install
- 10 inch Reinforced Concrete Pavement (Bus Pads)
- 10 inch Undoweled concrete pavement (Bike Lanes)
- Concrete sidewalks ADA ramps & Driveways.
- Level 3 & 4 ACP
- Longitudinal Markings with Contrast, Green bicycle and legends.

The completed project work is of good quality and was completed with in the project completion dates.

I recommend acceptance of all contract work.

Distribution

Original: To Construction Section

Copies

- ☐ District Manager
- ☐ FHWA (FFO projects only)
- ☐ Consultant and Local Agency (if applicable)
- ☐ Scanned copy to ODOT Contract Services mailbox

All on-site work has been completed in accordance with the contract.

Project Manager

☐ I recommend acceptance.

Print

Date

Sign

Area Manager

☐ I recommend acceptance.

Print

Date

Sign

734-1384 (05-2013)

<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/hwyConstForm1.shtml>

1 of 1

The authority to "accept" the Project is vested with the Transportation Commission which has delegated that authority to the Construction Section.

NOTE: The RE's Narrative is not required on Projects using Design-Build and CM/GC alternative contracting methods.

For Projects with Local Agency or other funding, the RE must also include a letter from the Local Agency or other funding source stating that it accepts the Project as being complete.

The RE sends the recommendation to the AM. If the AM concurs with the recommendation, the AM will also sign and date the memo or form indicating the recommended acceptance and forward it to the Construction Section.

The RE must assure that all comments and concerns about constructability, problem, solutions, and suggested future design changes are included in the RE's Narrative, (form 734-2756) which will be distributed to the appropriate Project development units and others. [Refer to Chapter 37 – Submittal of Final Project Documentation.]

As specified in Subsection 00150.91, the Contractor or the RE may request a Post-Construction Review meeting. The purpose of this meeting is to examine the Project for possible process improvements that may benefit future projects.

This meeting must be held before Third Notification is issued, but not earlier than 45 Calendar Days following issuance of Second Notification per 00199.30(b). This allows for expiration of the 45 Calendar Day period during which the Contractor can file a claim. [Refer to Chapter 13 – Contract Time.] Any affected and interested individuals should be invited to the meeting.



CHAPTER 37

PREPARATION OF FINAL PROJECT DOCUMENTATION

The RE must ensure that Project documentation is performed as Project Work progresses.

Throughout the life of each Project, the Region Assurance Specialist (RAS) and the Office of Civil Rights (OCR) Field Coordinator will periodically review Project documentation at the Resident Engineer's (RE) office.

At the completion of the Project, the RE shall:

- Ensure all contractually required Project record documents and supporting data are accounted for in Doc Express.
- Ensure documentation submitted to Doc Express has followed the Document Directory (named correctly, received all necessary signatures, fully processed through the designated workflow, and published to the correct drawer).
- Coordinate with the RAS on scheduling a final Project review. (The RAS's final review will involve reviewing the remaining items necessary, including the release of any retainage, and confirming the contents of the semi-final documentation.)
- Sign off on the final Documentation Review Report (DRR), once the RAS has determined that all Project documentation is complete.

NOTE: For all Design-Build Projects, electronic documentation for design documents via ProjectWise is required by specification (or Contract Change Order) unless otherwise approved by the State Construction & Materials Engineer (SCME) or the SCME designee.

For all Construction Manager/General Contractor (CM/GC) Projects, electronic documentation for cost modeling documents via ProjectWise is required by specification (or Contract Change Order) otherwise approved by the SCME or the SCME designee. Refer to the CM/GC Manual, Chapter 7 for pre-construction documentation management requirements and Chapters 9-13 and 14 for cost estimating requirements.

- Update the “corrected estimate quantity amount” to match the “performed to date quantity amount” in CPS. Release any remaining retainage. Upload an estimate for any outstanding amount owed to the Contractor. [Refer to Chapter 25 – Payments to Contractors/Retainage.]
- Prepare the semi-final documentation per the Semi-Final Documentation Submittal (form 734-2706), commonly referred to as the semi-final checklist.
- Submit and sign the combination form Submittal of Final Project Documentation for Acceptance letter (form 734-5222) and Semi-Final Documentation Submittal (form 734-2706) to Doc Express, transmitting the semi-final documentation to the Contract Administration Unit (CAU) in the Construction Section.

The CAU is responsible for the semi-final review, Final Acceptance by the Contract Administration Engineer, and archiving.

Electronic documentation via Doc Express is required by specification (or Contract Change Order) for all projects unless otherwise approved by the State Construction & Materials Engineer (SCME) or the SCME designee. Refer to the Doc Express Agency User Guide and Document Directory for processing of documentation in Doc Express.

37-1 Preparing the Project Semi-Final Documentation

The Project’s semi-final documentation consists of the following:

A. Submittal of Final Project Documentation for Acceptance, form 734-5222

This is the letter of attestation and transmittal of the semi-final documentation to the CAU signed by the RE and RAS. This document is included within the Semi-Final Documentation Submittal, form 734-2706.

B. Semi-Final Documentation Submittal, form 734-2706 (Checklist)

This checklist identifies all the semi-final documentation being verified by the RAS and reviewed by the CAU as part of the semi-final documentation. Each item listed on the checklist must be marked as:

- S – Submitted to Doc Express with the semi-final documentation.
- X – Submitted to Doc Express prior to the semi-final documentation..
- T – To Be Submitted to Doc Express after the semi-final documentation and before the EA closure date.
- D – Distributed outside of Doc Express to all required parties as applicable based on the Project Work.
- N/A – Not Applicable to this Project..

DO NOT leave any checklist item blank. This will delay the processing of the semi-final review by the CAU.

Note: The Semi-Final Documentation Submittal (form 734-2706) also lists items to be submitted electronically to ODOT Contract Services and other ODOT units/personnel. For a semi-final process flow chart, visit the [CAU webpage](#).

C. Semi-Final Documents

1. Documentation Review Report (DRR), form 734-1903

The RAS will complete a final DRR after the Project documentation has been reviewed and found acceptable. The final DRR will be updated to reflect any adjustments to contract time by Change Order.

The RAS will list the following on the final DRR:

- Any quantity or quality items that pertain to a RE exception.

If there are any remaining Establishment Period comments or any other Project related comments, RAS will submit a second copy of the final DRR with notes to the ODOT internal drawer of Doc Express.

Oregon Department of Transportation		DOCUMENTATION REVIEW REPORT (DRR)				PAGE 1		
CONTRACT	PROJECT NAME (REQUIRED)	COMPLETION DATE	REVIEW DATE	REVIEWER	REVIEW DATE	REVIEWER	REVIEW DATE	
15223	OR234: Gold Hill - Sams Valley Intersection	5/20/2021	5/14/2021	PLANT	7/19/2021	PLANT	7/19/2021	
20196	Tim Fletcher	5/19/2021	5/19/2021	PLANT	7/19/2021	PLANT	7/19/2021	
CON04344	61	Contractor Opted:	Yes	No	Date	Rob Peters	97.2%	
I RECOMMEND ACCEPTANCE OF THE DOCUMENTATION PROJECT MANAGER SIGNATURE _____ DATE _____ REGION ASSURANCE SPECIALIST SIGNATURE _____ DATE _____								
DATE NOTED BY RAS	PRIORITY H-High M-Medium L-Low	BID ITEM NUMBER	Item name, comments, unresolved quantity/quality details, exceptions to the Final Materials Certification, form 734-1979 and method of resolution. This document replaces all prior DRRs or Completion Strategy and Action Plans.			ASSIGNED TO (initials): After 2nd Note	PM Resolved (initials)	RAS CONCUR
			No Quality or Quantity issues Remain					

2. Documentation Review Report Supporting Documentation: RE Exception Explanation, form 734-2704

- This form is only used when the Material installed on the Project uses an alternate method of acceptance, or if payment is made due to an alternate method of measurement instead of what is specified in the Contract.
 - The RE must discuss the use of this form with the RAS prior to its use. There are limitations as to what is considered an exception. [Refer to Exception vs. CCO guidance document.]

- The RE must also attempt to obtain the concurrence to use the Exception method of acceptance from the Technical Resource (TR) and Professional of Record (POR). If the TR or POR does not respond, attach the email request that was not responded to.
 - The Technical Resource List includes both the general specifications (00110 – 00199) and technical specifications (00205 – 03020).
 - Items that require an Exception to the general specifications (00110 – 00199) will also need concurrence from the applicable TR.
 - Items that require an Exception to the measurement (.80) or payment (.90) subsections of the technical specifications will only need concurrence from the CAU Technical Resource.
- Once the RE has obtained concurrence from the TR and POR to use an Exception, the RE should:
 - Send the draft to the RAS to ensure the Exception form addresses the issues on the DRR prior to submitting it to the TR and POR.
 - Attach the TR's and POR's written concurrence to the RE Exception Explanation form prior to submittal.
 - Note the names of the TR and POR and the date of when the TR and POR provided concurrence.
 - Attach any additional supporting documentation to the Exception form.
 - Sign and date the form.
 - If all the above items have been completed, the RAS will review the Exception form and all the supporting documents, and then sign and date the form.
 - Contact the RAS or CAU for guidance on Exceptions including calculating quantity of material incorporated and documenting adjustments.



DOCUMENT REVIEW REPORT SUPPORTING DOCUMENTATION: RESIDENT ENGINEER EXCEPTION EXPLANATION

PROJECT NAME US101: Bunker Hill Sidewalks & Flanagan Signal Project			
CONTRACT NO. 15304		FEDERAL AID NO. S009(453)	
RESIDENT ENGINEER Don Duey			
EXCEPTION NO. 1	ADJUSTMENT NO. 6043	ADJUSTMENT REQUIRED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	ADJUSTMENT AMOUNT \$302.00

Bid Item No.	Spec No.	BI Description	Missing Documentation
430	0596	Retaining Wall, Cast-In-Place Concrete Rigid Gravity	Density test for Granular Structure Backfill (GSB) & deflection tests for Granular Wall Backfill (GWB)

NOTE: If bid item is for HMAC, please indicate if exception is for aggregate production, mix production or placement. Be specific when identifying exactly what the exception applies to. If the exception applies to a missing verification test, please indicate how many tests were required, and how many tests were performed, results of any verification tests obtained, and why testing was missed.

Explain why missing documentation could not be obtained:

Due to miscommunication with the night shift, the granular structure backfill density test was missed at the base of the wall. A number of granular wall backfill deflection tests were also missed the same shift.

QUALITY DEFICIENCIES ☐ N/A

What was the alternate method used to accept the material?

The GSB meets the same requirements as the aggregate base on this project. The contractor will perform a density test using identical means and methods under a sidewalk area. For the missing granular wall backfill deflection tests, the contractor performed two tests one at finish grade and a second test after excavating down 1 ft. Since this is in a wall area, a normal deflection test could not be performed. So visual inspection using a hand operated jumping jack yielded no deflection. This is the same equipment that was used for backfilling the wall and was observed by the nightshift inspector. The on-site inspector visually verified that the GSB and GWB were compacted in place until firm and unyielding.

QUANTITY DEFICIENCIES ☒ N/A

How was the quantity of the material verified?

CONSULTATIONS (attach email correspondence)

☒ Specification Technical Owner Name: Sophie Brown Date: 7-5-22
☒ Professional of Record Name: Bob Grubbs Date: 7-5-22

Quantity of Material Incorporated	Quantity of Material Affected	Unit Price	Affected Cost (Affected Qty x Unit Price)
21 CUYDS	14	\$28.89	\$ 404.46

To calculate, right-click and select Update Field

PROJECT RESIDENT ENGINEER (Type Name and wet sign if not processed through Doc Express)	DATE	RAS SIGNATURE/REVIEWED (Type Name and wet sign if not processed through Doc Express)	DATE

CONTRACT ADMINISTRATION ACTION

Accepted

- ☐ Participating
☐ Not Participating

Not Accepted (Return to RE)

- ☐ Prepare Contract Change Order
☐ Other (explain)

Contract Administration Engineer Signature

Date

3. Final Materials Certification, form 734-1979

The Final Materials Certification form will list all of the quality-related price adjustments, both positive and negative, made on the Project.

This includes:

- ACP bonus.
- ACP Smoothness bonus.
- Adjustments made for failing Materials.
- Adjustments made for missed quality control tests, etc.

Only quality-related adjustments (both standard and non-standard) are listed on the Final Materials Certification. [Refer to Chapter 12B – Quality and Chapter 12C – Quality Price Adjustments.]

Quantity price adjustments, such as liquidated damages or adjustments to Lump Sum Pay Items, are not listed on this form. [Refer to Chapter 12-E Adjustments to Lump Sum and Other Items.]



FINAL MATERIALS CERTIFICATION

PROJECT NAME (SECTION) I-84: Graham Road Bridges Project		CONTRACT NUMBER 15110	
HIGHWAY Columbia River	COUNTY Multnomah	F.A. PROJECT NUMBER S002(222)CON04178	
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.			
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 reduction are listed below.			
PROJECT MANAGER SIGNATURE		REGION ASSURANCE SPECIALIST SIGNATURE	
DATE		DATE	
ITEM NUMBER	DESCRIPTION	AMOUNT	
6144	Stat Spec Lot 2 Level 3 1/2 inch ACP	\$27,537.52	
6146A	Stat Spec Lot 1 Level 4 1/2 inch ACP	\$8,238.33	
6146B	Stat Spec Lot 3 Level 4 1/2" ACP	\$23,617.43	
6146C	Smoothness Adjustment	(- \$6,949.60)	

A completed Foreign Steel Summary is required on Federal Aid and certain State funded Projects which contain the Buy America provisions in 00160.20. The RE must list all foreign origin steel Materials incorporated into the Project. Attach copies of all foreign steel CMOs to the Foreign Steel Summary.

5. Quantity Ledger Report

Include the latest report from the Contract Payment System (CPS). The RAS will verify that all final quantities match the quantities from the accepted quantity calculations, and sign and date the document.

Contract Payment System						12/19/2022	
Quantity Ledger Report						09:08 AM	
C15244 -- US 97 ROCKFALL PROJECT							
Item	Description						
0001	MOBILIZATION						
Group	Unit	Unit Price	Quantity	Amount			
11	LUMP SUM	\$256,000.00	100.0000	\$256,000.00			
Est	note/suff	Description		Entered	Completed	Pay Quantity	Pay Amount
1	1/			02/04/2021	01/31/2021	50.0000	\$128,000.00
2	2/			03/04/2021	02/28/2021	50.0000	\$128,000.00
Totals for group 11						100.0000	256,000.00
Totals for Item 0001 - MOBILIZATION						100.0000	256,000.00
Item	Description						
0002	TEMP PROT & DIR OF TRAFFIC						
Group	Unit	Unit Price	Quantity	Amount			
11	LUMP SUM	\$28,000.00	100.0000	\$28,000.00			
Est	note/suff	Description		Entered	Completed	Pay Quantity	Pay Amount
1	1/			02/04/2021	01/31/2021	30.0000	\$8,400.00
2	2/			03/03/2021	02/28/2021	20.0000	\$5,600.00
3	3/			04/06/2021	03/31/2021	20.0000	\$5,600.00
5	4/			06/04/2021	05/31/2021	20.0000	\$5,600.00
6	5/			07/07/2021	06/30/2021	10.0000	\$2,800.00
Totals for group 11						100.0000	28,000.00
Totals for Item 0002 - TEMP PROT & DIR OF TRAFFIC						100.0000	28,000.00

6. Preliminary Progress Payment Report

Include the latest Preliminary Progress Payment Report from the CPS. The RAS will verify that the quantities match the Quantity Ledger, and sign and date the document.

Contract Payment System					12/19/2022	
Preliminary Progress Payment Report					09:05 AM	
Contract no: C15244		specified	FAP			
Section: US 97 ROCKFALL PROJECT		Completion	SA00 (161)			
Highway: SHERMAN HWY						
Type Work: GRADE,DRAIN,PAVE,SIGNING						
Reg Eng: Gary Farnsworth		CON04368				
Contractor: LADUKE CONSTRUCTION LLC		Est No: 11	Award: 11/19/2020			
Proj Man: Brad Dehart		Done To: 02/28/2022	Est Cmpl: 03/31/2022			
Semi Final:						
Item-Grp	Item Name	Unit Price	Original Authorization Quantity Amount	Corrected Estimate Quantity Amount	Performed To Date Quantity Amount	Performed since Last Estimate Quantity Amount
ORIGINAL CONTRACT						
TEMPORARY FEATURES AND APPURTENANCES						
0001	11 MOBILIZATION	LUMP SUM	100.000	100.000	100.000	0.000
	Bid Item not started or not opened	\$256,000.00	\$256,000.00	\$256,000.00	\$256,000.00	\$0.00
0002	11 TEMP PROT & DIR OF TRAFFIC	LUMP SUM	100.000	100.000	100.000	0.000
	Bid Item not started or not opened	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$0.00
0003	11 TEMPORARY SIGNS	SQFT	680.000	668.000	668.000	0.000
	Bid Item not started or not opened	\$30.00	\$20,400.00	\$20,040.00	\$20,040.00	\$0.00
0004	11 TEMP BARRICADES, TYPE III	EACH	6.000	6.000	6.000	0.000
	Bid Item not started or not opened	\$175.00	\$1,050.00	\$1,050.00	\$1,050.00	\$0.00
0005	11 TEMP IMP ATTEN NARW SITE SYS	EACH	2.000	2.000	2.000	0.000
	Bid Item not started or not opened	\$3,400.00	\$6,800.00	\$6,800.00	\$6,800.00	\$0.00
0006	11 REPAIR TEMP IMP ATTEN, NARROW SITE	EACH	2.000	0.000	0.000	0.000
	Bid Item not started or not opened	\$100.00	\$200.00	\$0.00	\$0.00	\$0.00

7. Order for Force Work (OFW) Notification of Completion

The OFW completion notification is required, even if there is no OFW on the Project. It is not required to be submitted with the semi-final documentation, but must be submitted prior to the EA closure date.

- Submit a statement to Doc Express stating that all Force Work on the Project is complete or that none was required. Include the Contract number and the Project name on the document.

Order for Force Work Completion Notice

Project Name (Section): OR99E Over UPRR at Baldwin Street Br.

Contract Number: C15283

E.A. Number: CON04413

Class of Project: S081(081)

There were no Orders for Force Work on the above referenced project.

Therefore, the status of Force Order Work is complete.

8. Right of Way (ROW) Monumentation Completion Notice

The ROW Monumentation completion notification is required, even if there is no ROW Monumentation on the Project. It is not required to be submitted with the semi-final documentation, but must be submitted prior to the EA closure date. .

- Submit a statement to Doc Express stating that all ROW Monumentation on the Project is complete or that none was required. Include the Contract number and the Project name on the document.

Right of Way (ROW) Monumentation Completion Notice

Project Name (Section): OR99E Over UPRR at Baldwin St. Bridge

Contract Number: 15283

E.A. Number: CON04413

Class of Project: S081(080)

There was no Right of Way purchased on the above referenced project.

Therefore, status of Right of Way (ROW) Monumentation is complete.

9. Resident Engineer's Narrative, form 734-2756

The purpose of the Resident Engineer's Narrative is to provide constructive feedback to both internal (ODOT) and external (Consultant) designers and Project delivery teams, so that needed improvements can be considered and incorporated on future projects.

The Resident Engineer's Narrative is required on all Projects, except for Projects using Design-Build and CM/GC methods, but it is not required to be submitted with the semi-final documentation, but must be submitted prior to the EA closure date.

- Submit the Project narrative to Doc Express and by email to the Region Tech Center Manager, Region Project Delivery Manager (Regions 1 and 2 only), and the following as applicable: Bridge, Traffic/Roadway, and Geo-Environmental. Include the Contract number and the Project name in the email.

10. Recommendation of Project Acceptance, form 734-1384

The Recommendation of Project Acceptance (RPA) is required on all Projects.

- Submit the completed RPA to Doc Express. [Refer to Chapter 36 – Acceptance of Project.]

11. Local Agency Letter of Acceptance

For Projects with Local Public Agency funding, the Local Public Agency is required to submit a letter of acceptance to the RE at the completion of the Project.

- Submit the letter of acceptance to ODOT Contract Services. Include the Contract number and the Project name in the email.

12. Labor Compliance Certification, form 734-1734

- a. For Projects with no Establishment Period (seeding or plants):
 - Check the box for "all labor compliance complete" and submit the final Labor Compliance Certification form to Doc Express.



Project Manager's Labor Compliance Certification

15194

Contract No.

Reg 2 Centerline Rumble Strips (Unit 3) Project

15194

SA00(049)

Project Name (Section)

Contract No.

Federal Aid No.

Prime & Subcontractors	Subcontract Consent Date	Payroll Dates		Total No. of Payrolls	Total No. of Employees Interviewed	
		First	Final			
00 Apply A Line	4/24/2020	07/01/2020	07/21/2021	18	2	
01 DH Flagging	7/30/2020	7/6/2020	04/29/2021	10	0	
02 Doolittle Construction	7/30/2020	08/03/2020	07/09/2021	7	0	

Check Appropriate Box

- ☐ 1. All labor compliance with the exception of an establishment period (seeding or plants) payrolls.
- ☒ 2. All labor compliance complete.

NA

Estimated Date Labor Compliance to Be Completed

- b. For Projects with an Establishment Period (seeding or plants):
- Check the box for "all labor compliance complete with the exception of an Establishment Period (seeding or plants) payrolls" and submit the preliminary Labor Compliance Certification form to Doc Express.

At the completion of the Establishment Period, complete a new Labor Compliance Certification form with only the Establishment Period payrolls noted. Check the box for "all labor compliance complete" and submit the final Labor Compliance Certification form to Doc Express.



**Project Manager's
Labor Compliance Certification**

15150

Contract No.

Print Form

I-5: Marine Dr - Fremont Bridge - Structures, Signing, Illumination, & ITS

15150

S001(509)

Project Name (Section)

Contract No.

Federal Aid No.

Prime & Subcontractors	Subcontract Consent Date	Payroll Dates		Total No. of Payrolls	Total No. of Employees Interviewed
		First	Final		
00 Northwest Electric		11/02/2019	01/02/2021	25	0
01 K Barrier	09/17/2019	12/07/2019	06/06/2020	3	1
02 The Fiber Guys	09/17/2019	04/18/2020	06/27/2020	11	1
03 D&H Flagging	09/17/2019	11/24/2019	05/31/2020	20	1
04 Kerr Contractors	09/17/2019	06/06/2020	06/06/2020	1	1
04A Asphalt Infrastructure	07/31/2020	07/17/2020	10/12/2020	2	2
05 Pacific Foundation Inc	09/17/2019	11/30/2019	02/01/2020	7	1
05A American Concrete	12/26/2019	12/14/2019	12/14/2019	1	
06 Robotics Inc	09/17/2019	12/14/2019	05/23/2020	14	
08 Highway Fuel Co	12/13/2019	11/23/2019	10/10/2020	3	
11 Omega Mogan Sarens LLC	06/10/2019	05/17/2020	05/17/2020	1	

Check Appropriate Box

- ☒ 1. All labor compliance with the exception of an establishment period (seeding or plants) payrolls.
☐ 2. All labor compliance complete.

05/31/2021

Estimated Date Labor Compliance to Be Completed

Comments

13. Price Adjustments (Quality and Quantity Price Adjustments)
Submit all series 6000 price adjustments to Doc Express. [Refer to Chapter 12C - Quality Price Adjustments.]

Submit all price adjustment calculations along with copies of the appropriate correspondence that support the adjustment, including the following:

- Statistical Asphalt Bonus (StatSpec), include only the following StatSpec printouts in the price adjustment book:
 - » Price Adjustment Computations Sheet.
 - » Statistical Testing Input Data Sheet.
 - » Statistical Computation Sheet.
 - » DO NOT include the test results, which should remain with the quality documentation.
 - » Send an electronic copy of the raw final StatSpec data for all Projects to the Pavements Unit.
- Smoothness Bonus
Send a copy of the Smoothness data to the Pavements Unit, if requested, or notified by Pavements that the Project has been selected for QA.
- Asphalt, Fuel and Steel Escalation
Pay documents and supporting data.

14. Test Summary

Submit all completed final Test Summary forms (A, B, and/or C, as applicable) to Doc Express.

Include final quantities, signatures of reviewers, and dates reviewed. [Refer to Chapter 12B - Quality for instructions on completing the Test Summary forms.]

15. Project Quality Control

Verify Contractor has submitted the following Quality Control (QC) documents to Doc Express:

- Quality Control Plan.
- Quality Control Technician Certifications (include copies of the certifications for all QC Technicians working on the Project).
- Random Numbers (include copies of all random numbers generated for the Project).

16. Quality Documentation

Submit and verify Contractor has submitted all supporting quality documentation, as noted on the Test Summary A, B and C Sheets, for all Contract bid items and Contract Change Orders (CCOs) to Doc Express.

Ensure completed Blue and Green Sheets have been submitted to Doc Express and originals or copies have been distributed to the Traffic Signal Engineer in the Traffic Systems Services Unit (TSSU).

17. Quantity Documentation

Submit all quantity documentation and source documents for all Contract Pay Items (including CCOs) to Doc Express.

Include all supporting and source documentation used to determine the final quantities, including as applicable, but not limited to:

- ADA Curb Ramp and Push Button Inspection Forms, ensuring all forms have been submitted to the ADA Program (forms 734-5020A-H and 734-5245A-B).
- Earthwork Computation Summary and supporting source documentation (include field notes or validation information if a Digital Terrain Model was used).
- Weigh Memos ("weight tickets") and tally sheets. For ACP, include the yield calculations on the Material Delivery and Yield Check Sheet, form 734-2792. [Refer to Chapter 12D – Quantities.]

- All Pile Record Books, form 734-3485. (If the Project includes furnishing and driving piles, use form 734-3485 or similar format.) Submit the original book, or similar format, to the Sr. Geotechnical Engineer in the ODOT Bridge Section.
- All Pile Driving Analysis Reports. Submit the original reports, or similar format, to the Sr. Geotechnical Engineer in the ODOT Bridge Section.
- All Pile Load Test Reports (formerly CAPWAP). Submit the original reports, or similar format, to the Sr. Geotechnical Engineer in the ODOT Bridge Section.
- All Drilled Shaft Inspection Reports, form 734-2598. (If the Project includes Drilled Shafts, use form 734-2598 or similar format.) Submit the original Drilled Shaft Reports, or similar format, to the Sr. Geotechnical Engineer in the ODOT Bridge Section.
- All Drilled Shaft Excavation Logs. Submit the original logs, or similar format, to the Sr. Geotechnical Engineer in the ODOT Bridge Section.
- All Drilled Shaft Concrete Placement Logs. Submit the original logs, or similar format, to the Sr. Geotechnical Engineer in the ODOT Bridge Section.
 - » All Drilled Shaft Concrete Volume Logs. Submit the original logs, or similar format, to the Sr. Geotechnical Engineer in the ODOT Bridge Section.
 - » All Materials on Hand (MOH), Extra Work Order (EWO), EWO Force Account Billing summaries and invoices, and Construction Engineering (CE) documentation.

18. Miscellaneous Semi-Final Documentation

- General Daily Progress Reports / Project Manager's Diary
 - » Submit all General Daily Progress Reports, form 734-3474, and Project Manager's Diaries, form 734-3120 (if applicable), for all personnel who worked on the Project (Inspector(s), RE, Asst. RE, etc.) to Doc Express. [Refer to Chapter 12A – Daily Reports/Diaries.]
- Traffic Control Inspection Reports (TP&DT Daily Reports)
 - » Verify Contractor has submitted all Traffic Control Inspection Reports, form 734-2474 to Doc Express. This includes both Traffic Control Inspection Reports submitted by the Contractor completed by the Traffic Control Supervisor (TCS), and any Traffic Control Inspection Reports completed by the Contractor, if

the TCS is not on the jobsite, or if the Project does not have a TCS Pay Item. [Refer to Chapter 12A – Daily Reports/Diaries.]

- Erosion and Sediment Control Monitoring Form
 - » Separate the Erosion and Sediment Control Monitoring forms into manageable-sized pronged pad or folder.
 - » Verify Contractor has submitted all Erosion and Sediment Control Monitoring forms, form 734-2361 to Doc Express. [Refer to Chapter 12A – Daily Reports/Diaries.]
- TV Pipe Inspection Reports
 - » If Television (TV) Pipe Inspections are required by the Contract, verify Contractor has submitted all Pipe Inspection reports and video to Doc Express.
- Turbidity Monitoring Reports
 - » If Turbidity Monitoring is required by the Contract, verify Contractor has submitted all Turbidity Monitoring Reports, form 734-2755, to Doc Express. [Refer to Chapter 12A – Daily Reports/Diaries.]

19. Scale Diary

- Verify Contractor has submitted all scale certification(s), daily tare weights, and check weights to Doc Express. [Refer to Chapter 12D – Quantities.]

20. Labor Compliance

- Submit and verify Contractor and OCR have submitted the following labor compliance documentation [Refer to Chapter 19 - Labor Compliance] to Doc Express:
 - OCR Project Closeout Report
 - Employee Interview Reports
 - Certified Payrolls and Wage Certification Statements for the Contractor and each Subcontractor

21. Establishment Period

- For Projects with no Establishment Period (seeding or plants): Submit all required quality, quantity, and labor compliance semi-final documents to Doc Express.

- For Projects with an Establishment Period (seeding or plants): At the completion of the Establishment Period, submit the remaining Establishment Period payrolls (and any related quality or quantity documentation) to Doc Express.

22. Miscellaneous Semi-Final Documents for RE Distribution

Refer to the Contract Closeout Contacts on the [CAU webpage](#) for contact information for distribution of semi-final documentation.

The RE is responsible for distribution of the following semi-final documentation outside of Doc Express:

- As-Constructed Plans
 - » The RE is responsible for preparing and distributing the As-Constructed plans as specified in Chapter 12H – As-Constructed plans within 45 days after Second Notification for STIP projects and other projects that ODOT administers. The RE is not required to include a copy of these plans with the semi-final documentation.
 - » Refer to Chapter 12H, As-Constructed Plans, and [Technical Bulletin RD22-01\(B\)](#).
- Warranties and Guarantees

If required by the Contract, note on the applicable Test Summary Sheet. Distribute per the semi-final checklist to the following at the completion of the Project:

 - » Submit an electronic copy of striping and sign warranties to the Office of Maintenance.
 - » Submit an electronic copy of all warranties to the appropriate District Manager.
 - » Mail original to Structure Coatings Engineer:
 - * Coatings warranties
 - * Coatings Supplemental Warranty Performance Bond (signed by the Surety's authorized Attorney-in-Fact with the Surety's seal affixed to the bond).
 - * Power of Attorney for the Attorney-in-Fact (include the bond numbers and affix the Surety's original seal to the Power of Attorney; if executed by co-Sureties, each Surety shall sign, seal, and attach the Power of Attorney).

- » Distribute electronic copies of sign, striping, and membrane warranties to other Units responsible for maintenance of the Project, as specified on the Semi-Final Documentation Checklist form 734-2706.

[Refer to Chapter 41 – Warranties, Guarantees, Responsibility for Materials and Workmanship.]

37-2 Semi-Final Review by Region Assurance Specialist (RAS)

The RAS will need to perform a final review prior to submittal of semi-final documentation to the CAU. During the final review of the Project semi-final documentation, the RAS will:

- Verify that the quality and quantity documentation fulfills the requirements of the Contract.
- Verify that price adjustments have been properly applied.
- Verify that methods, calculations, and quantities are appropriate and correct.
- Complete a final Documentation Review Report (DRR) according to section 37-1(c)1 of this chapter. The final Documentation Review Report will be signed by both the RE and the RAS.
- Confirm the contents and verify the submittal to Doc Express of the semi-final documentation as listed on the Semi-Final Documentation Submittal, form 734-2706.

The RAS may also provide other recommendations and advice as requested by the Contract Administration Engineer (CAE).

37-3 Retainage

For Projects withholding retainage, when the Project is close to completion, the RE will:

- Release any remaining retainage of Pay Items in the Schedule of Items and CCO Work that has been satisfactorily completed and meets all requirements of the Contract. [Refer to Chapter 25 – Payments to Contractors/Retainage.]
- Communicate to the Contractor specifically what documentation is still needed in order to release retainage on items where the Work has been completed.
- Coordinate with the RAS on scheduling a final Project review to release any remaining retainage.

37-4 The Contract Administration Unit (CAU)

The CAU will:

- Review and accept the final Project documentation.
- Determine Final Acceptance of the Project, within its delegated authority.
- Process final payment to the Contractor.
- Process any post-final payments.
- Archive the Project documentation for the required retention period.

Additionally, the CAU may perform a cursory review of the Project documentation to ensure that:

- Documentation and review have been adequately performed.
 - If significant contractual or process deficiencies found, create CAU memo to file at the direction of the CAE.
- Documentation practices are being performed uniformly statewide.



CHAPTER 38

CONTRACTOR DISAGREEMENT WITH FINAL QUANTITIES OR PAYMENT

If the Contractor believes that the final quantities and payment amounts detailed in the final Contract payment voucher are incorrect, the process specified in Section 00195.95 shall be followed.

The Contractor must submit an itemized statement, detailing the corrections that should be made, to the Resident Engineer (RE) within 90 Calendar Days of the date that the final Contract payment voucher was mailed.

If the RE finds that corrections to the final Contract payment voucher are appropriate, the RE must submit documentation and work with the Contract Administration Unit (CAU) to issue payment.

If the RE and the Contractor are unable to resolve the disagreement, the Contractor may request that the issue be escalated for review as specified in Section 00199.40.



CHAPTER 39

LANDSCAPE ESTABLISHMENT PERIOD

When landscaping or other plantings are installed as part of a Project, the Contract normally requires that the Contractor perform Work, for a specified period, to establish those plantings. The normal establishment period is one (1) year from the date when all the original planting is complete and accepted. However, the Contract may specify a different establishment period. This plant establishment Work is typically part of the planting Work.

The purpose of the establishment Work and period is to assure satisfactory growth of the planted Materials. It is the intent of an establishment period that all of the original planting or replacement plants will be in place and showing satisfactory growth at the end of the establishment period.

39-1 Seeding Establishment

The quantities of the following Contract Pay Items are limited to 70% at the completion of seeding and the remaining 30% at the completion of the seeding establishment period:

- Temporary Seeding, 01030.90(c)
- Permanent Seeding, 01030.90(d)
- Wetland Seeding, 01030.90(e)

- Water Quality Seeding, 01030.90(f)
- Plant Seeding, 01030.90(g)
- Native Plant Seeding 01030.90(h)
- Wildflower Seeding, 01030.90(i)
- Lawn Seeding, 01030.90(k)

39-2 Planting Establishment

The Agency may determine that specific plantings should not be replaced because:

- Location, soil, drainage, etc. of particular plantings is not acceptable for plantings;
- Wildlife has damaged or destroyed plantings;
- Agency forces or public traffic has damaged or destroyed the plantings, and the Agency does not wish to replace them; or
- Other reasons as determined by the Engineer.

Establishment includes the items specified in the Contract, including but not limited to:

- Watering plants or assuring that irrigation provides adequate watering.
- Removing weeds and other unwanted vegetation.
- Fertilizing as specified.
- Removing and replacing dead, diseased, or missing plantings.
- Spraying for or otherwise controlling pests.
- Accomplishing other changes, ordered by the Resident Engineer (RE), to assure that the planting will achieve the desired intent.

The Contractor must accomplish the specified Work no less frequently than the intervals specified in the Contract. It may have to perform some of the Work at more frequent intervals to assure the establishment of the plantings and minimize the growth of unwanted plants.

The RE shall make an adjustment to the Contract unit price per each for the items listed in the Schedule of Items, if specified in the Contract.

If the RE modifies any of the Contract requirements for the establishment period, including modifying the final number of plants to be established or remain in place, the RE must issue a Contract Change Order (CCO) to document the changes. If the changes affect the bid price for the affected items, the RE must modify the bid price as well. [Refer to Chapter 15 – Change Orders/Force Account/Work by Public Forces]]

The RE must:

- Assure that the Contractor is performing the establishment work no less frequently than required by Contract, including replacing dead plants and removing unwanted vegetation. Since establishment Work includes watering, plants may be replaced outside the planting seasons;
- Inspect the Project at the times specified in the Contract;
- Adjust the Contract unit price per each for the items listed in the Schedule of Items as described in the Contract; and
- Make other changes in payment or the plantings to correct site issues and issue a CCO to document those changes.

Contact the Geo-Environmental Section for technical questions. Contact the Contract Administration Unit (CAU) regarding questions on Contract administration, payment, or documentation.

Issue Third Notification when appropriate. [Refer to Chapter 13 – Contract Time and Chapter 40 - Third Notification.]



CHAPTER 40

THIRD NOTIFICATION

As referenced in 00150.90(b), the Resident Engineer (RE) must issue Third Notification when all of the following items have been satisfactorily performed:

- All on-site construction and other Work required under the Contract is completed, including punch list Work;
- All construction Equipment is removed; and
- All required certifications, warranties, guarantees, bills, forms, and other documents are received from the Contractor.

For Design-Build projects, the Design-Builder is required to submit all required design documents in addition to the items listed above before Third Notification can be issued. [Refer to Section DB150.90(c) of the DB General Provisions.]

Do not withhold Third Notification for anticipated billings from Force Account Work or **because of outstanding claims** submitted under Sections 00180.60, 00195, or 00199.

The RE must record the date of Third Notification on the Notification of Commencement and Completion, form 734-3233 (and include the dates of First and Second Notifications) and distribute as indicated on the form.

NOTE: For A+B and A+C+D Projects, refer to Price Plus Guide Appendix I - A+B and Appendix II - A+C+D for additional information.

For CM/GC Projects, refer CM/GC Manual Chapter 22-1.


For Design-Build Projects, refer to Design-Build Contract Administration Manual.

The date of Third Notification is significant because the Agency must pay interest, at the rate specified by statute, starting 30 Calendar Days after the date of Third Notification, on any monies still owed the Contractor. Any such interest may not be eligible for Federal-Aid participation.

Once Third Notification is received by the Contract Administration Unit (CAU), final payment will be made to the Contractor.

After issuing Third Notification, if the RE determines that the Contractor still has unfinished or corrective Work to be completed, or still needs to furnish additional documentation, the RE may rescind Third Notification until the needed items are completed. The RE must promptly notify the Contractor that Third Notification is being rescinded, and of the items yet to be completed or submitted. Provide a copy of this information to the CAU. Reissue Third Notification when the needed items are completed.

15120
Contract No.


Notification of Commencement and Completion Dates for Contract Projects

US26: MP99 - Kahneeta Junction Sec. Project Name (Section)		20853 Key No.	15120 Contract No.
Warm Springs Highway Highway	Jefferson County	CON04171 EA No.	11/27/2018 Date of Award
Laduke Construction LLC Contractor		5053(037) Federal Aid No.	
Bill Martin Project Manager			

First Notification

1/21/2019 Enter date on which the erection of a sign or plant, the development of aggregate sources, or the performance of a contract construction operation began.
Date

Second Notification

Instructions: If applicable, list each completion date as listed in the Special Provisions under 00180.50(h). Use the Add Another button to add lines for additional completion dates. Issue a separate Second Note for each interim completion date and then issue a final Second Note once all of the work has been completed. If the completion date(s) have been modified by Contract Change Order, attach a copy of Page 1 of the CCO showing the modified date. If the completion date(s) are time counts or liquidated damages are being assessed to the project, attach a copy of the final Weekly Statement of Time Charges to the Second Note.

	Specified Completion From Section 00180.50(h)	Date Changed by CCO	CCO No.	Days Charged Beyond Specified Completion	Date(s) the Work Was Completed and the Time Charges Stopped	
1	April 26, 2019	<input checked="" type="checkbox"/>	01	15	May 11, 2019	X
2	October 3, 2019	<input checked="" type="checkbox"/>	03	0	October 3, 2019	X

All Claims for Additional Compensation Must Be Submitted By: <small>(See subsection 00199.30 of the contract provisions for additional requirements)</small>	November 17, 2019
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Known items necessary to complete the requirements for "Third Notification" are:

Third Notification

3/17/2020 Enter the 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.
Date

For more information regarding time, refer to Chapter 13, Contract Time of the Construction Manual.

Distribution

Hard Copy:

☐ Original to Construction

☐ Prime Contractor

Electronic Copy:

☐ District Manager

☐ Region Assurance Specialist

☐ Region Survey Manager

☐ Office of Civil Rights

☐ Region Right of Way Manager

☐ DDOT Contract Services

NOTE: In accordance with ORS 279C.335, a Findings of Fact for Exemption (FFE) post-construction evaluation report must be submitted to ODOT's director no later than 30 calendar days after project acceptance (Third Notification).

In accordance with FHWA's Special Exemption Project (SEP-14) Alternative Contracting requirements and FHWA's SEP-14 programmatic approval for ODOT's use of Price Plus Multi-Parameter "A+C+D" method, a SEP-14 post-construction evaluation report must be submitted to FHWA Oregon Division office after completion of the Project.

After issuance of Third Notification for Projects using alternative contracting methods, the RE will oversee the drafting and submittal of the following post-construction evaluation reports to Alternative Delivery Services (ADS):

- FFE Report: Price Plus Time (A+B), A+C+D, Construction Manager/General Contractor (CM/GC), Design-Build, and best value Indefinite Delivery/Indefinite Quantity (ID/IQ) methods
- SEP-14 Report: A+C+D method only

NOTE: For A+B and A+C+D Projects, refer to Price Plus Guide Appendix I - A+B and Appendix II - A+C+D for additional information.

For CM/GC Projects, refer CM/GC Manual Chapter 22-1.

For Design-Build Projects, refer to Design-Build Contract Administration Manual.



CHAPTER 41

WARRANTIES, GUARANTEES, RESPONSIBILITY FOR MATERIALS AND WORKMANSHIP

As specified in Section 00150.96, the Contractor must provide to the Resident Engineer (RE), before Third Notification is issued, all unexpired manufacturer warranties and guarantees, consistent with those provided as customary trade practice or as required by Contract, for Materials and Equipment installed on the Project. All warranties and guarantees must state that they are enforceable by the Agency that manages, or is responsible for, the facility.

The RE will distribute warranties and guarantees as part of the final Project documentation. [Refer to Chapter 37 - Submittal of Final Project Documentation.]

If a defect is identified, repair work may be covered under the warranty or guarantee. The RE and those responsible for the facility must notify the Contractor and coordinate with those that warranted or guaranteed the Materials or Equipment. If repair work is necessary, the RE will assist in determining and coordinating the repair work.

41-1 Contractor Furnished Warranties

Except for warranty or guarantee periods specified in the Contract or provided as customary trade practice, the Agency does not specifically receive a warranty or guarantee period for general Work. However, for all Contracts awarded by or through ODOT, the warranty specified in 00170.85(b)(1) applies.

This warranty, which covers those Work items with Specifications referencing 00170.85(b)(1), states that the Contractor will warrant that the Work for those items (including Changed Work, Additional Work, Incidental Work, On-Site Work, and Extra Work), and Materials and Equipment incorporated into the Work, will meet all technical and performance Specifications required in the Contract.

41-2 Manufacturer Warranties and Guarantees

If the Contract Specifications reference 00170.85(c)(1) the Contractor will be required to furnish signed warranties from the Materials Manufacturer to the RE. In some instances, the Contract Specifications will specifically limit the percentage of the bid item that can be paid until receipt of the warranty paperwork. The warranty period will be specified in the applicable Specification to which the Warranty applies. The warranty period will begin on the date of Second Notification, unless otherwise stated in the Contract. Common warranties provided are for Materials such as durable striping (paint), bridge expansion joints and traffic signals.

Some items installed on the Project may have customary trade practice guarantees. If so, the Contractor shall furnish the guarantee to the RE at Project completion.



CHAPTER 42

ELECTRONIC DOCUMENT MANAGEMENT

Electronic Document Management can be defined as a system used to receive, track, manage and store documents and reduce paper. Most are capable of keeping a record of the various versions created and modified by different users. According to Oregon Standard Specification for Construction, standard specification 00170.08 uses Doc Express for its Construction Contract Management system. The construction contract special provisions will specify whether the use of Doc Express is required for any specific construction project.

For construction projects let prior to January 1, 2021, specific Contract Special Provisions need to be consulted to determine whether the use of Doc Express for Construction Contract Management is required.

For construction projects let after January 1, 2021, all Construction Contract Management will occur in Doc Express.

The following Doc Express guides can be found at the [ODOT e-Construction Internet web page](#):

- Login webpage: [Doc Express](#)
- About: [Doc Express](#)
- [User Guides](#): Contractor User Guide and Agency User Guide available
- [Doc Express Document Directory \(2019 Structure\)](#)

- [Frequently asked questions](#)
- [Tips & Tricks](#)

For Doc Express access or support, please contact odoteconstruction@odot.oregon.gov.