OREGON DEPARTMENT OF TRANSPORTATION

CONSTRUCTION MANUAL

January 2017

TABLE OF CONTENTS

FOREWORD……..January 2017
FOR-1 Conventions
(a) Grammar
(b) References to Sections and Subsections
(c) Capitalization of Terms
(d) Marked Text Revisions
(e) Abbreviations
FOR-2 Revisions to the Manual

TABLE OF CONTENTS…….. January 2017

PROJECT MANAGER'S CHECKLIST…… January 2017
Phase 1 – Project Development Period
Phase 2 – Pre-Construction Period
Phase 3 – Construction Period
Phase 4 – After Second Notification

CHAPTER 1 ORGANIZATION…….....…….…… October 2013
1-1 Construction Section
1-2 Region Manager
1-3 Area Manager
1-4 Project Manager
1-5 Project Management by Consultants or Local Agencies
(a) Consultant Oversight by Agency PM
(b) ODOT Local Agency Liaison (LAL)
(c) ODOT Bridge Delivery Unit (BDU)

CHAPTER 2 - PROJECT FUNDING / CONTRACT ADMINISTRATION…….June 2012
RESPONSIBILITY
2-1 Program and Funding Services Unit of the Active Transportation Section
2-2 Delegated or State Administered Projects
2-3 Full Federal Oversight Projects
2-4 Contract Administration Responsibility

CHAPTER 3 - DELEGATION OF AUTHORITY…….…… October2013
3-1 Delegated Authority
3-2 Major Changes

CHAPTER 4 - RELATIONS WITH PUBLIC OR OTHER AGENCIES…… October 2010
4-1 Media and Traveling Public
4-2 Permits
4-3 Emergency Vehicles
4-4 Horizontal / Vertical Clearance Restrictions
4-5 Right-of-Way / Permit of Entry

CHAPTER 5 - CONSTRUCTION AUTHORIZATION…….. February 2016
5-1 Construction Authorization
5-2 Overrun or Increase of Construction Authorization
5-3 Authority for Request to Overrun or Increase

5-4 Submitting a Request to Overrun or Increase

Exhibit 5(A) Summary of Bids Received and Construction Authorization
Exhibit 5(B) Request for an "Increase" in Construction Authorization/Supporting Data, (Local Program Example) form 734-3372 and 734-7538
Exhibit 5(C) Request for an "Overrun" in Construction Authorization/Supporting Data, (Example) form 734-3372 and 734-7538, Example Memo.
Exhibit 5(D) Request for an "Increase" in Construction Authorization/ Supporting Data, (Example) form 734-3372 and 734-7538, Example Maps and Memo.

CHAPTER 6 - EXAMINATION OF PROJECT SITE AND RESPONDING TO BIDDERS QUESTIONS…… February 2016

CHAPTER 7 - EVALUATION FOR UNBALANCED BIDS…… October 2010

CHAPTER 8 - AWARD AND EXECUTION OF CONTRACT…… October 2013
8-1 Bid Review and Price Analysis
8-2 Contract Award
(a) Performance and Payment Bonds
(b) Public Works Bond
(c) Coating System Warranty
(d) Certificates of Insurance
(e) Certificates of Workers' Compensation Coverage
8-2 Notice to Proceed (NTP)

CHAPTER 9 - RESPONSIBILITIES OF PROJECT MANAGER…….. October 2013
9-1 General Responsibilities
9-2 Working Relationship with the Contractor
9-3 Inspection
(a) Inspection Quality Assurance Program
9-4 Ensuring Contractor Compliance

CHAPTER 10 - SUPERINTENDENCE BY CONTRACTOR…… October 2010

CHAPTER 11 - BEFORE ON-SITE WORK CAN BEGIN…….. October 2013
11-1 Cooperative Arrangements ("Partnering")
11-2 Pre-Construction Conference ("Pre-Con")
11-3 Tourist-Oriented Directional (TOD) and Business Logo Signs
(a) Tourist-Oriented Directional (TOD) Signs
(b) Interstate Business Logo Signs
(c) Off-Interstate Business Logo Signs
11-4 Project Work Schedule
11-5 Traffic Control Plan (TCP)
11-6 Erosion and Sediment Control Plan (ESCP)
11-7 Pollution Control Plan (PCP)
11-8 Migratory Bird Treaty Act

Exhibit 11(A) – Cooperative Arrangement, form 734-0338
Exhibit 11(B) – Pre-Construction Conference Letter
Exhibit 11(C) – Pre-Construction Conference Agenda

CHAPTER 12 - PROJECT RECORDS…….. October 2013
12-1 Organization of Project Records

12-2 Public Records and Disclosure
12-3 Retention of Project Records

CHAPTER 12A – DAILY REPORTS / DIARIES…….. January 2017
12A-1 General Daily Progress Report / Project Manager's Diary
12A-2 Traffic Control Inspection Report
12A-3 Erosion Control Monitoring (NPDES Reports)
12A-4 Turbidity Monitoring and Reporting ("In-Water Work")
12A-5 Accident Investigating and Reporting

CHAPTER 12B – QUALITY…….……..…….. January 2017
12B-1 Nonfield-Tested Materials
(a) Nonfield-Tested Materials Quality Documentation
(b) Additional Nonfield-Tested Materials Quality Documentation
12B-2 Field-Tested Materials
(a) Test Summary Sheets
12B-3 Review Procedures for Quality Documentation
(a) Review by the Project Manager
(b) Review by the Region Assurance Specialist (RAS)

CHAPTER 12C – QUALITY PRICE ADJUSTMENTS……....February 2016
12C-1 Premium Price Adjustments (Bonus)
12C-2 Price Adjustments
12C-3 StatSpec
12C-4 HMAC Smoothness Specification

CHAPTER 12D – QUANTITIES…….…… January 2017

12D-1 Measurement
(a) Area, Linear and Volume
(b) Vehicle Measure
(c) Weight/Volume Measurement Method Change
(d) Weighing
(e) Lump Sum
(f) Each
(g) Temporary Striping & Temporary Tape
(h) Flagger and Pilot Car Hours
(i) Temporary Sign Quantities
(j) Earthwork
(k) Watering
(l) Piling
(m) Asphalt Cement in Asphalt Concrete Mixture
(n) Weigh Memos and Scale Diary
12D-2 Quantity Documentation
(a) Source Documents
(b) Computer-Generated Source Documents
(c) Record Keeping
12D-3 Review Process for Quantity Documentation
(a) Review by PM
(b) Review by Region Assurance Specialist (RAS)

CHAPTER TITLE **LATEST UPDATE**

CHAPTER 12E – ADJUSTMENTS TO LUMP SUM AND OTHER ITEMS……. October 2013
12E-1 Adjustments to Lump Sum Items
12E-2 Other Adjustment Items
(a) Escalation / De-escalation (Fuel, Asphalt, Steel)
1. 00195.10 – Asphalt Cement Material Price Escalation/De-escalation (AE)
2. 00195.11 – Fuel Cost Price Escalation/De-escalation (FE)
3. 00195.12 – Steel Materials Price Escalation/De-escalation (SE)
4. How Escalation/De-escalation Applies to Change Order Work
(b) Fabrication Inspection Expense
(c) Agency-Provided Weigh Technician
(d) Right of Agency to Perform Work at Contractor's Expense
(e) Additional Materials Testing Performed at Contractor's Request
(f) Liquidated Damages
(g) Incentive / Disincentive (Early Completion)
(h) Lane Closures
(i) Railroad Protective Services (Flagging)
12E-3 Review Procedure

CHAPTER 12F – MATERIALS STORED OR ON HAND…….... October 2010

CHAPTER 12G – EXTRA WORK PERFORMED ON A FORCE ACCOUNT……. October 2010
BASIS
12G-1 Background
12G-2 Definitions
12G-3 Process
(a) Step 1
(b) Step 2
(c) Step 3
12G-4 Force Account Invoice for Labor – Actual Cost Calculation
(a) Workers Compensation Class Codes and Assigned Risk Rates
(b) Reduction Rates
(c) Fringe Benefits
(d) Markup
12G-5 Force Account Invoice for Labor – Standard Calculation
12G-6 Force Account Invoice for Equipment and Materials
(a) Rental Rates
12G-7 Force Account Summary
12G-8 Steps for Reviewing Force Account Invoices in Project Manager's Office
12G-9 Extra Work Performed on Force Account Basis Responsibility Matrix

CHAPTER 12H – AS CONSTRUCTED PLANS…….... October 2010

CHAPTER 13 – CONTRACT TIME…… October 2013
13-1 Notification of Commencement of Work and Completion Dates
13-2 First Notification
13-3 Second Notification
13-4 Third Notification
13-5 Weekly Statement of Contract Time Charges
(a) Calendar Day Calculation
(b) Fixed Date Calculation
(c) Exclusions from Contract Time
(d) Time Calculation Protest
13-6 Suspensions of Work

13-7 Liquidated Damages
13-8 Delays
13-9 Types of Delays
(a) Contractor Delay
(b) Excusable (Exclusions from Contract Time)
(c) Concurrent
(d) Compensable
13-10 Utility or Railroad Delays
13-11 Adjustment of Contract Time

CHAPTER 14 – SUBCONTRACTS…….... August 2016
14-1 Subcontracts
14-2 Disadvantaged Business Enterprises
14-3 Subcontracting Limitations
(a) Contractor Self-Performance
(b) Special Services
(c) Trucking
14-4 Subcontracting Requirements
14-5 Procedure for Subcontract Consent

CHAPTER 15 – CHANGE ORDERS / FORCE ACCOUNT / WORK BY…….. October 2013
PUBLIC FORCES
15-1 Contracts
15-1 Contract Changes
15-3 Definitions of Types of Work
(a) Contract Work (Includes Additional Work and Work Added by CCO)
(b) Changed Work
1. Insignificant Changed Work
2. Significant Changed Work
(c) Extra Work
(d) Non-Contract Work or Work Performed by Other Forces:
(State or Local Agency Forces), Utilities, or Railroads
15-4 Change Orders (CCO, EWO, SFO) – General Requirements
(a) Contract Change Order (CCO)
(b) Extra Work Order (EWO) Change Order
(c) Order for Force Work (FO/SFO)
15-5 Cost Justification
15-6 Work or Change Order Supporting Data
15-7 Reason Codes
15-8 Forms
15-9 Signatures
15-10 Change Order Database
15-11 Distribution

Exhibit 15(A) – Contract Change Order, form 734-1169
Exhibit 15(B) – Extra Work Order, form 734-3208
Exhibit 15(C) – Order for Force Work, form 734-1105

CHAPTER TITLE **LATEST UPDATE**

CHAPTER 16 – WORKING DRAWINGS AND SUBMITTALS…….. October 2013

CHAPTER 17 – SAFETY…….. October 2013
17-1 Drug Testing Program
17-2 Project Safety
17-3 Accident Investigation and Reporting

Exhibit 17(A) – ODOT Safety Questionnaire for Contracted Construction Projects

CHAPTER 18 – WORKFORCE AND SMALL BUSINESS EQUITY PROGRAMS January 2017
18-1 Minority, Women and Emerging Small Business Program (MWESB) – State Funded
(a) Contractor Submitted Diversity Plan
(b) Contractor Payments to Subcontractors
18-2 Disadvantaged Business Enterprise (DBE) Program – Federal Funded
(a) Bacground/Overview
(b) Project Goal Setting
(c) DBE Commitment
(d) Termination and Substitutions of Committed DBEs
(e) Commercially Useful Function (CUF)
(f) DBE Truck Monitoring
(g) Contractor Payments to Subcontractors
(h) Corrective Action
18-3 Emerging Small Business Program (ESB) and Service Disabled Veteran Owned Business (SDVOB) – State Funded
18-4 Equal Employment Opportunity (EEO) Program – Federal Funded
(a) EEO Aspirational Targets
(b) EEO Reports
18-5 Reimbursable Federal On-the-Job Training and Apprenticeship Training – Federal and State Funded (All Projects Bid after July 1, 2011)
(a) Pre-Construction Conference (“Pre-Con”)
(b) First Notification
(c) Second Notification
18-6 Title VI / Environmental Justice

Exhibit 18(A) – Office of Civil Rights Pre-Construction Conference Requirements Letter

CHAPTER 19 – LABOR COMPLIANCE…….. August 2016
19-1 General
(a) DBRA Prevailing Wage Rates
(b) BOLI Prevailing Wage Rates
(c) Projects Subject to Both DBRA and BOLI Wage Rates
19-2 Prevailing Wage Rates Laws and Governance
(a) DBRA and BOLI PWR Law
(1) Covered Work and Wage Determinations
(2) Potential Wage and Hour Violations
19-3 Roles and Responsibilities
(a) The Contractor
(1) Work Schedule
(2) Classification
(3) Total Base Wage Rate

(4) Fringe Benefits
(5) Zone Pay
(6) Overtime
(b) The Project Manager
(c) Labor Compliance Officer (LCO)—Contract Administration Unit
19-4 Certified Payrolls
(a) Contractor Reporting Requirements
(b) Review of Certified Payrolls by the Project Manager
(c) Apprentices and Trainees
(d) Apprentices
(e) Trainees
19-5 Employee Wage Interviews (Employee Interview Reports, Form 734-3475)
19-6 Labor Complaints and Investigations
19-7 PM's Labor Compliance Certification (Form 734-1734)
19-8 Release of Public Records
19-9 Prevailing Wage for Truck Drivers
(a) Owner-Operators
(b) Non-Owner/Operators (Commercial Suppliers) prevailing wage entitlements
19-10 "Site of the Work"

CHAPTER 20 – CONSTRUCTION SURVEYING / MONUMENTATION…….June 2009
20-1 Construction Surveying by the Agency
20-2 Construction Surveying by the Contractor
20-3 Monumentation and Benchmarks

CHAPTER 21 – PERMITS…… October 2013

CHAPTER 22 – SOURCES OF MATERIALS…….. October 2010
22-1 Notification of Source of Supply and Materials.
22-2 Prospective Source / Mandatory Source
22-3 Agency-Furnished Materials and Sources
22-4 Contractor-Furnished Materials and Sources
22-5 Buy America
22-6 Agency Inspection of Materials

CHAPTER 23 – QUANTITIES OF MATERIALS TO BE PRODUCED…….June 2009

CHAPTER 24 – WORK DONE BY UTILITIES AND RAILROADS……... October 2010
24-1 Relocation or Adjustment of Utilities or Railroad Facilities
24-2 Railroad Protective Services Guidelines
(a) Contractor Is Responsible for Excess Railroad Flagger Services Costs
(b) Contractor Is Not Responsible for Excess Railroad Flagger Services Costs
24-3 Billings for Work Done By Utilities or Railroads
24-4 Delays Caused by Utilities
24-5 Billing a Utility for Extra Agency Costs

CHAPTER 25 – PAYMENTS TO CONTRACTORS / RETAINAGE……..... January 2017
25-1 Progress Estimates
25-2 Preparation of the Estimate for Payment
25-3 Items Added to the Pay Estimate
(a) Contract Change Orders (4000 Series)

(b) Adjustment Items (6000 Series)
(c) Materials on Hand (7000 Series)
(d) Extra Work Performed on Force Account Basis (800 Series)
25-4 Additional Project Budget Tracking Items
(a) Orders for Force Work (92000 Series)
(b) Anticipated Items (94000 Series)
(c) Approved Increases/Decreases in Construction Authorization (98799-98795 Series)
(d) Additional Anticipated Items (98899)
(e) Contingencies (98999)
(f) Engineering (99999)
25-5 Quarterly Release of Retainage
25-6 Withholding Payment
25-7 Interest for Late Payment

CHAPTER 26 – PROMPT PAYMENT / CLAIMS AGAINST CONTRACTOR'S BOND…… October 2010
26-1 ODOT Prompt Payment Policy
26-2 Claims Against Contractors Payment Bond

CHAPTER 27 – DISAGREEMENTS, DISPUTES, AND CLAIMS……. October 2013
27-1 Section 00199 Disagreements, Protests and Claims
(a) Notification Requirements
(b) Analyzing the Submitted Protest Request
(c) Formal Claim Submittal
(d) Acceptance of the Claim Submittal
(e) PM Level Claim Review
(f) Step 1 – Region Level Review
(g) Step 2 – Agency Level Review

CHAPTER 28 – USE OF PUBLICLY OWNED EQUIPMENT…… October 2013

CHAPTER 29 – RIGHT OF WAY, ACCESS, AND APPROACHES…….. October 2013
29-1 Right-of-Way Obligations
29-2 Additional Right of Way
29-3 Road Approach, Driveway Construction

CHAPTER 30 – LOAD AND SPEED RESTRICTIONS ON CONSTRUCTION……. June 2009 VEHICLES

CHAPTER 31 – PROTECTION OF WORK/RESPONSIBILITY FOR…….. October 2013 DAMAGES
31-1 General Responsibilities
31-2 Repair of Damage from Public Traffic
(a) If Agency has not accepted responsibility for the Work
(b) If Agency has accepted responsibility for the Work
31-3 Responsibility for Damage to Work Caused by Public Traffic
(a) Contractor's Request for Relief of Responsibility, form 734-2768
(b) Repair of Work Damaged by Public Traffic
(c) Contractor's Responsibility on Work for which Agency has Assumed Responsibility for Damage

CHAPTER 32 – PROTECTION OF CULTURAL RESOURCES……August 2016
32-1 Archeological Monitoring

CHAPTER TITLE **LATEST UPDATE**

32-2 Inadvertent Discovery of Cultural Sites

CHAPTER 33 – MATERIALS LEFT OVER OR PRODUCED FOR A THIRD PARTY……..October 2013
33-1 Materials Left Over
33-2 Materials Produced for a Third Party

CHAPTER 34 – CONTRACTOR PERFORMANCE EVALUATION…… October 2013

CHAPTER 35 – TERMINATION AND BREACH OF CONTRACT…… October 2010
35-1 Corrective Actions
(a) Verbal Discussion, Notices, or Reminders
(b) Suspending Work
(c) Written Notice
(d) Withholding Progress Payments
(e) Written Notice of Potential Breach of Contract
35-2 Breach of Contract
35-3 Termination of Contract

CHAPTER 36 – ACCEPTANCE OF PROJECT…….…… January 2017

CHAPTER 37 – SUBMITTAL OF FINAL PROJECT DOCUMENTATION……January 2017
37-1 Compiling the Project Semi-Final Documentation
(a) Semi-Final Documentation Checklist, form 734-2706
(b) Semi-Final Documents
(c) Price Adjustments Folder (Quality & Quantity Price Adjustments)
(d) Test Summary Folder
(e) Project Quality Control Folder
(f) Quality Documentation Folder
(g) Quantity Documentation Folder
(h) Miscellaneous Semi-Final Documentation Folder(s)
(i) Scale Diary Folder
(j) Labor Compliance Folder(s)
(k) Miscellaneous Semi-Final Documents for PM Distribution
37-2 Review by Region Assurance Specialist (RAS)
37-3 Retainage
37-4 Contract Administration Unit (CAU)

CHAPTER 38 – CONTRACTOR DISAGREEMENT WITH FINAL QUANTITIES OR PAYMENT…….June 2009

CHAPTER 39 – LANDSCAPE ESTABLISHMENT PERIODS……January 2008

CHAPTER 40 – THIRD NOTIFICATION……... October 2010

CHAPTER 41 – WARRANTIES, GUARANTEES, RESPONSIBILITY FOR MATERIALS AND WORKMANSHIP……..June 2009
41-1 Contractor Furnished Warranties
41-2 Manufacturer Warranties and Guarantees

FOREWORD

This is the January, 2017 edition of the ODOT Construction Manual for the Oregon Department of Transportation (ODOT). This version replaces all earlier versions of the Construction Manual.

Interested persons may order binder and tabs for this Manual. Hard copies of the Construction Manual are no longer available for purchase. The current Construction Manual is available online at:

http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/pages/cm.aspx

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 2015 Oregon Standard Specifications, but there may be active construction Projects that must be administered under the requirements of the 2008 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 Project Manager must adhere to these described practices unless concurrence of the Construction Section has been received to follow a different practice.

The Project Manager 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 Project Manager'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 Project Manager must work with the Area Manager to determine who the Project Manager 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 “Project Manager” when discussing the Agency’s Project personnel. This term is meant to include the Assistant Project Manager, Inspector, and other Project personnel to whom the Project Manager has delegated responsibility or authority.

When a Local Agency or Consultant administers an ODOT construction Contract, the term “Project Manager” shall generally refer to that Local Agency or Consultant, except for delegated authorities. The Agency will assign an ODOT 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 2015 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) Marked Text Revisions

A vertical brown line made on the right side of the chapter indicates that the sentence, exhibit or form has been modified from the previous posted version. See example →

(e) 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
MEAUR	-	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
OBDP	-	Oregon Bridge Delivery Partners
OCR	-	ODOT Office of Civil Rights
ODOT	-	Oregon Department of Transportation
OJT	-	On-the-Job Training
OPL	-	ODOT Office of Pre-Letting
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
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
ROW	-	Right-of-Way
SC&ME	-	State Construction & Materials Engineer
SFO	-	State Force Order
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:

ODOT.Contractsvs@odot.state.or.us. 503-986-3000

Joe Squire, PE State Construction & Materials Engineer

PROJECT MANAGER'S CHECKLIST

The Project Manager (PM) must administer each Project in conformance with the Contract, the requirements of this manual, and other applicable statutes and regulations, including those of the Agency.

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 PM will need to take. The PM must refer to appropriate chapters of this manual for complete instructions.

For each of the following phases of a Project, the PM must ensure that the milestones are achieved, the documentation is complete and the applicable events occur.

PHASE 1: PROJECT DEVELOPMENT PERIOD

1. For Projects involving Agencies other than ODOT, assure that the Project agreement is complete. Make sure that the Project agreement is amended or modified if the need arises during the Project.
2. Work with the Project team to assure that the Project design addresses all elements and matters of concern for the Project.
3. Work with the Project team to identify Work items to be included as Anticipated Items in the Project Construction Authorization. These items are to only include 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. Assure that bore logs, geology reports, environmental permits, and other Project development reports are available for review if requested 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 defined in PD-07, and Section 4 of the PS & E Delivery Manual.
3. When Bids are opened on a Project, the PM must develop the Construction Engineering Budget, 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 assure that the Project is ready for construction Work to begin. [*Refer to Chapter 20 – Construction Surveying*]
6. Assure 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 PM. [*Refer to Chapter 5 – Construction Authorization* and *Chapter 8 – Award and Execution of Contract*]
8. The Office of Civil Rights Field Coordinator will schedule an "internal pre-construction meeting" with the PM to review Project specific requirements. [*Refer to Chapter 18 – Workforce and Small Business Equity Program*]

PHASE 3: CONSTRUCTION PERIOD

1. The PM 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 PM will need to work with the Contract Administration Engineer (CAE) to make the arrangements. [*Refer to Chapter 11 – Before On-Site Work Can Begin* and the ODOT Construction Alternative Dispute Resolution Program (ADR) website at: http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/adr_program.shtml.
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 PM will need to either obtain 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 Pre-Construction Conference which needs to be held within 30 days of NTP or as mutually agreed to by the PM and Contractor. Assure 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. Assure that the Contractor submits subcontracts or requests consent to rental of operated Equipment and that the PM grants consent before the affected Work begins. [*Refer to Chapter 14 – Subcontracts*]
7. If the Contract contains On-the-Job (OJT) Training or Reimbursable Federal OJT/Apprentice provisions, the Contractor is required to provide a Trainee Approval request before the trainee begins Work. When the trainee is participating in the OJT program, a source document must be prepared to justify payment. [*Refer to Chapter 18 –Workforce and Small Business Equity Programs*]

8. If the Contract Time in Subsection 00180.50(h) is stated in Calendar Days, the PM 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*]
9. 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*]
10. The PM will issue First Notification when the Contractor begins On-Site Work. [*Refer to Chapter 13 – Contract Time*]
11. As the Project Work progresses, the PM must assure that:
    a. Project information is recorded by the PM 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 Temporary Protection & Direction of Traffic (TP&DT) Reports if the Contract requires a Traffic Control Supervisor (TCS). [*Refer to Chapter 12-A – Daily Reports / Diaries*]
    e. Before the Contractor begins production of Materials for the Project, the Contractor and PM 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 PM 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 PM must assure 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 PM 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 PM 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 PM's Narrative Form at the completion of the Project. [*Refer to Chapter 37 – Submittal of Final Project Documentation*]

12. 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*]
13. If the PM 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 assure 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*]
14. A Commercially Useful Function (CUF) interview must be performed by the PM's staff for each Disadvantaged Business Enterprise (DBE) performing Work on the Project. [*Refer to Chapter 18 – Workforce and Small Business Equity Programs*]
15. 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*]
16. Project costs must be continually monitored to ensure the Project authorization is not exceeded. If the estimated Project costs will exceed the authorization, the PM must request and obtain proper approval for additional funding. [*Refer to Chapter 5 – Construction Authorization*]
17. The Contractor is required to submit an updated schedule on a monthly basis as required by Subsection 00180.41.
18. If the Contractor submits a request for Early Release of Retainage for Subcontracted Work, the PM will need to follow the procedures outlined in *Chapter 37 – Submittal of Final Project Documentation.*
19. 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 PM should confer

with the Project team (including a representative of the unit that will maintain the Project when it is completed) to assure that the Project intent is being fulfilled and that special concerns are being adequately addressed. [*Refer to Chapter 36 – Acceptance of Project*]

20. If the Contract Work is not completed within the specified Contract Time (including interim completion dates) the PM 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*]
21. If the PM suspends Work for reasons beyond the Contractor's control, the PM will issue orders to suspend and resume Work. If the suspension is for reasons beyond the Contractor's control, the PM will either adjust or request adjustment of Contract Time through a CCO. [*Refer to Chapter 13 – Contract Time*]
22. If the Contractor requests an adjustment of Contract Time, the PM must act on the request following the process described in *Chapter 13 – Contract Time*.
23. If the Contractor disagrees with anything required in the Contract Work, in a CCO, or in a written or oral order from the PM, the disagreement will need to be resolved according to Section 00199 of the Contract. [*Refer to Chapter 27 – Disagreements, Disputes and Claims*]
24. 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*]
25. Assure 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*]
26. The PM must take action as needed to assure 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*]
27. The PM must complete a Prime Contractor Performance Evaluation (form 734-2469) 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*]
28. When the Project Work is nearly complete, the PM 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 assure that the Project will function properly and that no improper Materials or construction are evident. The PM and the Project team should also determine if a post-Project critique is needed. [*Refer to Chapter 36 – Acceptance of Project*]

29. 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 PM will issue Second Notification. [*Refer to Chapter 13 – Contract Time*]

*PHASE 4: AFTER SECOND NOTIFICATION

1. The PM will work with the Contractor to develop punch lists or other means to assure that all cleanup and repair work is completed. If the Contractor notifies the PM that all Work, including punch list Work, is complete, the PM 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 PM must assure that the establishment Work is properly accomplished and payment for that Work is made. [*Refer to Chapter 39 – Landscape Establishment Periods*]
3. The PM must notify the applicable resources for Projects which are designated FFO, 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 PM and AM must recommend acceptance of the Project. The PM 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 PM must compile all required Project documentation, assure that the RAS and Office of Civil Rights (OCR) Field Coordinator have both reviewed the documentation as required, and submit 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 PM 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 PM must submit notification that all State Force Order (SFO) work and Right of Way (ROW) Monumentation are complete to the CAU. [*Refer to Chapter 37 – Submittal of Final Documentation*]

* **All Marked Text Updated January 2017**

*CHAPTER 1 - ORGANIZATION

The Executive Deputy Director of the Oregon Department of Transportation (”Agency”) is responsible for, among other duties, the construction, improvement, maintenance, and operation of the State Highway system.

The Technical Services Manager of ODOT carries the title of “Chief Engineer” and is the “Engineer” referred to in the Standard Specifications and Contract.

Authorized representatives of the Chief Engineer, such as the Project Manager (PM), perform most responsibilities of the Engineer on construction Projects. The Executive Deputy Director and Chief Engineer have delegated some duties to other parties within the Agency. [*Refer to Chapter 3 - Delegation of Authority*]

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

The Region Managers, through the Area Managers (AM’s), PM’s, and ODOT Local Agency Liaisons (LAL’s) assure that all construction Contract obligations are fulfilled. The PM role can be filled by an ODOT PM, a Consultant, or a Local Agency. The PM may assign some duties and responsibilities to persons under his/her control.

1-1 CONSTRUCTION SECTION

The Construction Section, under the direction and supervision of the State Construction and Materials Engineer, is a part of the Technical Services Section of ODOT. The Construction Section, among other things, is responsible to assure proper and uniform administration of ODOT construction Contracts and to promote consistent, efficient, and expeditious administration of ODOT construction activities.

The Technical Services Manager/Chief Engineer, by Letter of Authority, has authorized the State Construction and Materials Engineer (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.

The Technical Services Manager/Chief Engineer, by Letter of Authority, has authorized the Contract Administration Engineer (CAE) to:

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

* **All marked text updated October 2013**

In addition, the Technical Services Manager/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, AM's, PM's, LAL's 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 Executive Deputy Director 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 properly 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; and

- Assure that personnel assigned to the Region receive the training needed to accomplish their duties.

The Region Manager may assign one or more AM's 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 Project Delivery Leadership Team (PDLT), granting Region Project Delivery Managers, AM's, and PM's certain levels of approval pertaining to construction Contracts for overruns, changes, and time. Please review the Letters of Authority that apply to your Contract. LAL's do not have delegated authority.

1-3 AREA MANAGER (AM)

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

The AM also must assure that:

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

The AM, if the AM concurs with the PM's recommendation, will recommend that the Agency accept each Project once it is completed.

1-4 PROJECT MANAGER (PM)

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

The PM is specifically responsible for the performance of construction Contract administration and may have other Project delivery activities, under the direction of the Region/Bridge Delivery Unit (BDU).

The PM's duties regarding construction Contracts include:

- Develop and supervise an efficient and effective organization, including the PM's staff and all other members of the Project team as needed, to help insure 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 all 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 PM 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 all Contract requirements are fulfilled on all 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 and resolved at the lowest possible administrative level.
    - Field records and other documentation are proper and current.
    - Change Orders and adjustments of Contract Time are processed in a timely manner.
    - Workforce and small business equity programs and other requirements are fulfilled on all affected Contracts.

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

On occasion an ODOT PM may fulfill other roles such as LAL.

1-5 PROJECT MANAGEMENT BY CONSULTANTS OR LOCAL AGENCIES

(a) Consultant Oversight by Agency PM

The Agency may engage the services of a Consultant to perform the PM role in administering a construction Contract. In this case, the Agency will assign an ODOT PM to administer the Consultant's contract with the Agency and to provide oversight of the Consultant's PM. The PM assigned to this role will report to the AM. If the Project is being administered by the Bridge Delivery Unit (BDU), the PM assigned to the oversight role will report to the BDU Manager.

The Consultant's PM for the Project has the same responsibilities as an ODOT PM in administering the construction Contract. However, there are certain authorities that have not been delegated to a Consultant's PM. 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 PM 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 Local Agency Liaison (LAL)

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

The assigned Consultant or Local Agency PM for the Project has the same responsibilities as an ODOT PM. However, there are certain authorities of Project administration that have not been delegated to a Local Agency or a Consultant's PM. 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 LAL 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 all 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.

(c) ODOT Bridge Delivery Unit (BDU)

The BDU manages the OTIA III Bridge Program Management contract with Oregon Bridge Delivery Partners (OBDP). Construction contracts under this program are administered by OBDP PM's. A BDU PM is assigned to provide Agency oversight and assistance in administration of the Project, oversight of the Consultant's contract, and coordination with the Region in which the Project is located. The BDU Manager has the same delegated construction authorities as an AM, and provides management and construction oversight to the BDU PM. [*Refer to Chapter 3 - Delegation of Authority*]

*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 Project Manager (PM) 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 (sub-jobs) that must be used to charge costs to the proper funding source. The PM must enter the proper Participation Indicator (sub-job) on all payments and on all Change Orders. In the event that 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.[1]

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 FULL FEDERAL OVERSIGHT (FFO) PROJECTS

For Federal-Aid projects that are identified as Full Federal Oversight (FFO) in the title of the project, FHWA retains the oversight to assure proper administration. These projects were previously referred to as "non-exempt" by the Agency. As such, the PM must involve the FHWA Area Engineer in any major changes or other significant changes or developments on the project. [*Refer to Chapter 3 - Delegation of Authority*

*** All Marked Text Updated June, 2012**
[1] Per the ODOT Federal-Aid Highway Program Stewardship and Oversight Agreement, April 2010.

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 insuring that all projects receive adequate supervision and inspection to assure that projects are completed in conformance with approved Plans and Specifications.

ODOT must affirm that all required documentation, as well as the Contract Work and Contract administration, is properly performed. ODOT is also responsible for assuring that payments are accurately charged to the proper sources of funding.

ODOT will not request FHWA funding participation unless all Contract administration requirements have been properly and adequately performed.

ODOT has those responsibilities even though it may have authorized another agency or a 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, but should only communicate with the PM or the project representative (typically the project Inspector) about issues of concern regarding the Work.

For projects where the entity acting as the PM with responsibility for administering the Contract is a Local Agency or its Consultant, ODOT will assign a Local Agency Liaison (LAL) to work with the PM to insure that the Local Agency or the Consultant is properly administering its Federal-Aid projects. ODOT may enlist other ODOT persons or Consultants to assist in fulfilling that responsibility.

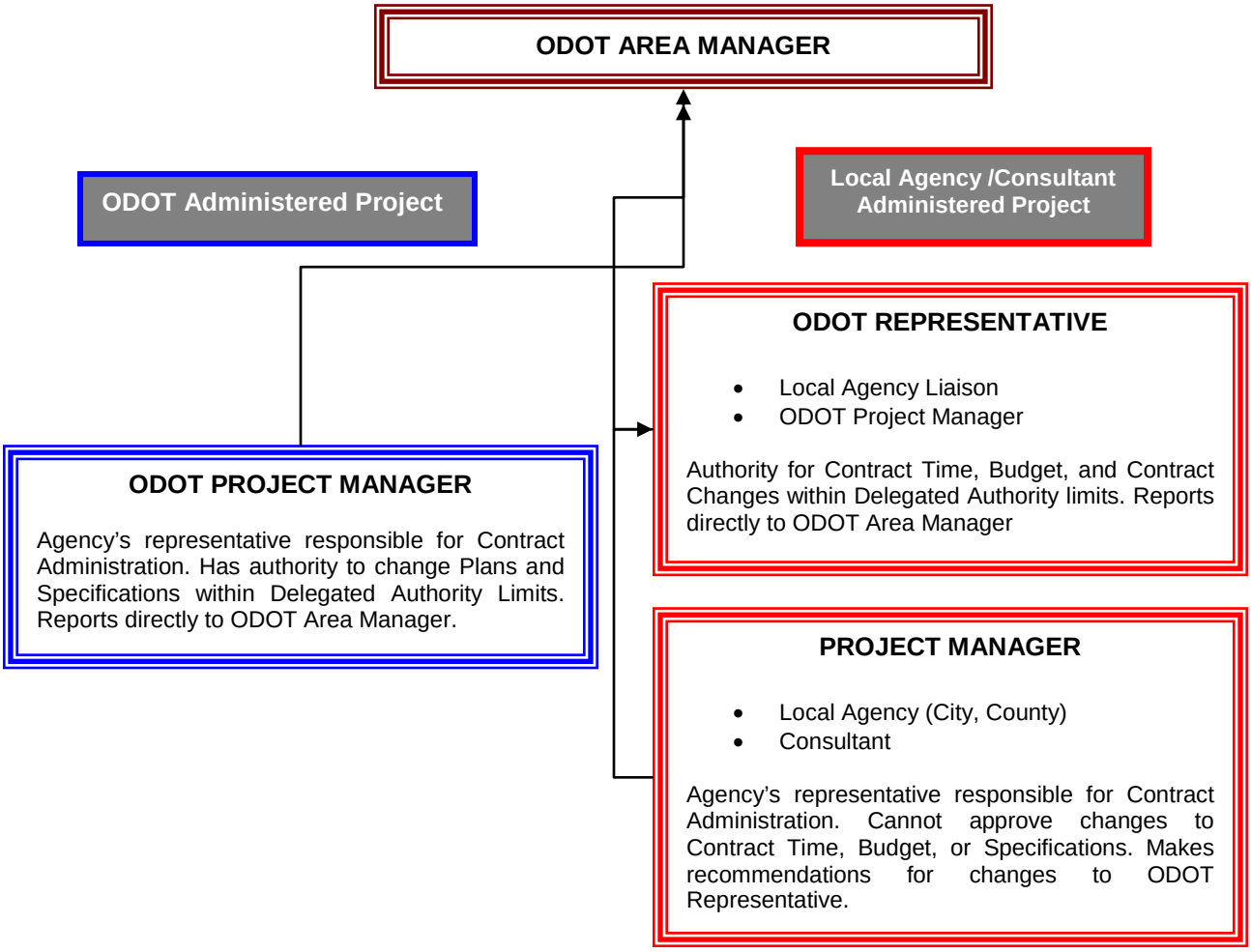
Certain responsibilities may not be delegated to a Local Agency or Consultant acting as the PM, including, but not limited to the following:

- 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; and
- Final acceptance of the Project.

Responsibility for these tasks, within the delegated authority limits, will remain with the ODOT Representative (LAL or ODOT PM) assigned to the Project. For Projects

*** All Marked Text Updated June, 2012**

administered by a fully Certified Local Agency, most of the above actions can be completed (Approved) with copies sent to the LAL. 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 and the Executive Deputy Director 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 Project Manager (PM) 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 PM must define the needed actions and obtain proper approvals within the expected timeframes.

The Authorities pertaining to ODOT's Construction Program, which were approved in November 2011, are summarized in the table below.

Item	Region PM/ CPM	Bridge Delivery Unit CPM *(1)	Bridge Delivery Unit Manager *(1)	Area Manager	Region Project Delivery Manager s	Region Manager	Statewide Project Delivery Manager *(1)	Contract Admin. Engineer	State Const. Mat'l Engineer	Tech Serv Manager Chief Engineer	Highway Division Adm.	Oregon Trans. Comm
Authorization Increases (>$500K accumulated total value)	None	None	None	None	None	None	None	None	None	None	ALL*(3)	ALL
Authorization Over-runs (<$500K accumulated total value)	None	None	LA $250K	LA $250K	LA $250K	SUB 5 $500K	SUB 17 $500K	LA $500K *(2)	LA $500K	SUB 4 $500K	DEL 3 $500K	ALL
CCOs for Authorized Work and Minor CCOs	LA $100K	LA $100K	LA $250K	LA $250K	LA $250K	SUB 5 $250K	SUB 17 $250K	LA ALL	LA ALL	SUB 4 ALL	DEL 3 ALL	ALL
Major CCOs and Claim Settlements	LA $50K	LA $50K	LA $125K	LA $125K	LA $125K	SUB 5 $125K	SUB 17 $250K	LA ALL	LA ALL	SUB 4 ALL	DEL 3 ALL	ALL
Contract Time Adjustments	LA 14 DAYS	LA 14 DAYS	LA 30 DAYS	LA 30 DAYS	LA 30 DAYS	SUB 5 30 DAYS	SUB 17 30 DAYS	LA ALL	LA ALL	SUB 4 ALL	DEL 3 ALL	ALL
Progress and Final Payments	None	None	None	None	None	None	None	LA All	LA All	SUB 4 All	DEL 3 All	All

LA = Letter of Authority (maximum, at discretion of person granting)
SUB (n) =Sub-delegation Order (number)
DEL = Delegation Order (number)
*(1) OTIA III Bridge Projects Only
*(2) Overruns on Claim Settlements Only
*(3) Highway Division Administrator establishes the original construction authorization and can change the construction authorization as needed to deliver the STIP.

The authorities delegated to ODOT PM's 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 Region/Bridge Delivery Unit (BDU) level.

Authority to approve increases in the Project Authorization for projects not on the State Highway System (local funds involved) has been delegated to the Manager of the Program and Funding Services Unit.

* **All marked text updated October 2013**

The authority to perform Agency acceptance of construction Projects has been delegated to the State Construction and Materials Engineer.

Major Changes are defined below. The dollar value is the absolute value of all items on each Change Order. 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 PM must secure all approvals including the Professional of Record (POR) and/or the Technical Resource List 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 or Statewide Project Delivery 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 PM must contact the Contract Administration Engineer (CAE), who will request the approval of the DOJ for such changes.

The PM must obtain proper approvals for changes to the Contract where appropriate. In addition to approval, the change may require concurrence by the POR, the Specification Technical Resource, and/or FHWA. When necessary, the PM shall obtain advance approval by electronic mail, or facsimile, before authorizing the Work to commence. The PM must submit the actual Change Order shortly thereafter. Document all prior approvals or other discussions on the Work or Change Order Supporting Data, form 734-1882, submitted with the appropriate Change Order. [*Refer to Chapter 15 - Change Orders/Force Account/Work by Public Forces*]

In emergency situations, the PM may take whatever action is 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 PM must obtain proper approvals soon thereafter.

3-2 MAJOR CHANGES

Major Changes are those that meet or exceed the following criteria. The PM must obtain proper approvals (including FHWA as indicated) before allowing any of the Changed Work to start.

1. Changes in geometric design that affect the operating or safety characteristics of the facility *(Full Federal Oversight Projects only).*
2. Changes in structural design *(Full Federal Oversight Projects only).*
3. Changes to the Typical Section *(Full Federal Oversight Projects only).*
4. Changes to Contract Plans or Specifications other than those changes that are commonly made within the scope and intent of the original Plans and Specifications *(Full Federal Oversight Projects only).*
5. Changes to staging or the traffic control plan other than those changes that are necessary to implement the intent of the original Plans and Specifications *(Full Federal Oversight Projects only).*
6. Cost reduction proposals *(Full Federal Oversight Projects only).*
7. Single changes affecting Contract completion time (including suspensions of Work) by more than 14 Calendar Days or cumulative changes (including suspensions of Work) affecting contract completion by more than 30 Calendar Days *(Full Federal Oversight Projects only).*
8. Changes resulting in an absolute value increase of $100,000 total cost when all items affected by the change are considered unless covered by another of these criteria *(Full Federal Oversight Projects only).*
9. Any sensitive or controversial change, or any change for which FHWA review and approval is specifically requested ***(all projects)****.*
10. Orders for Force Work (Work to be done by ODOT or other public agency forces) *(Full Federal Oversight Projects only).*
11. Changes that affect environmental mitigation or commitments ***(all projects)****.*
12. Waiver of Buy America provisions ***(all projects)****.*
13. Addition of, or revisions to, warranty provisions (*projects on National Highway System (NHS) only).*
14. Right of Way access control revisions *(projects on NHS only).*
15. Changes to the scope of Work or extension of the Contract limits shown in the project documents approved by FHWA ***(all projects)****.*
16. Work not already approved by FHWA, if FHWA participation is questionable ***(all projects)****.*

Also refer to the discussion above regarding changes that are significant but of small dollar amount and changes to the scope and intent of the requirements of Sections

00100 through 00199. Major Changes may have small dollar value but have a large impact on the project.

The PM must also obtain the concurrence of FHWA for those Major Changes on the Federal-Aid projects shown in *italics* for each type of Major Change. The authorization to approve matrix below also depicts these Major Changes and the approval authorities:

	Action Requiring Approval	Which Agency has Authorization to Approve[1]	
		Full Federal Oversight Projects[2]	Non-Full Federal Oversight Projects
1	Changes in geometric design, which affect the operating or safety characteristics of the facility.	FHWA	ODOT
2	Changes in structural design.	FHWA	ODOT
3	Changes to the Typical Section.	FHWA	ODOT
4	Changes to Contract Plans or Specifications other than those commonly made within the scope and intent of the original Plans and Specifications.	FHWA	ODOT
5	Changes to staging or the traffic control plan other than those necessary to implement the intent of the original Plans and Specifications.	FHWA	ODOT
6	Cost reduction proposals.	FHWA	ODOT
7	Single changes affecting Contract completion by more than 14 Calendar Days, or cumulative changes (including suspensions of Work) affecting Contract completion by more than 30 Calendar Days.	FHWA[3]	ODOT
8	Changes resulting in an absolute value increase of $100,000 total cost when all items affected by the change are considered.	FHWA	ODOT
9	Any sensitive or controversial change, or any change for which FHWA review and approval is specifically requested.	FHWA	FHWA
10	Orders for Force Work (to be completed by ODOT or other public agency).	FHWA	ODOT
11	Changes which affect environmental mitigation or commitments.	FHWA	FHWA
12	Waiver of Buy America provisions.	FHWA	FHWA
13	Addition of, or revisions to, warranty provisions.	FHWA	FHWA[4]
14	Right of Way access control revisions.	FHWA	FHWA[4]
15	Changes to the scope of Work or extension of the Contract limits shown in the Project documents approved by FHWA.	FHWA	FHWA
16	Work not already approved by FHWA, if approval is questionable.	FHWA	FHWA

[1] Except for Action No. 7, advance written approval by FHWA is required.
[2] All Change Orders for Design-Build projects are considered Major Change Orders. For Design-Build projects with any Federal funding, treat as a Full Federal Oversight Project.
[3] Approval to be given at a later date; see page 2 of December 20, 1999 letter for details.
[4] ODOT has approval for Non-NHS Projects.

The PM must obtain all proper Agency approvals before ordering any Work that is beyond authority level of a PM. FHWA will not participate in the cost of Work that was started prior to their concurrence of the Work. Certain changes made without FHWA concurrence could jeopardize federal funding for the project.

When the PM must secure FHWA funding approval on the types of changes listed above, FHWA will give advance tentative approval on their Record of Authorization to Proceed with Major Contract Provision, Form 1365, and will give formal approval upon submission of the Change Order. This form is available on the FHWA website at:

http://www.fhwa.dot.gov/programadmin/contracts/fhwa1365.cfm.

Any project bid using an alternative contracting method such as Design-Build, CM/GC, A+B, etc, and which contains any amount of federal funding will require FHWA discussion and concurrence prior to approval of Change Orders, Extra Work Orders and Force Orders.

*CHAPTER 4 – RELATIONS WITH PUBLIC OR OTHER AGENCIES

The Project Manager (PM) must:

- Provide information about construction Contract Work to inform the travelling public and media.
- Assure that the permit provisions of the Motor Carrier Services Unit and other agencies are not violated.
- Address concerns of the travelling public, adjacent businesses and owners, 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 PM should provide Project information to the local media so that local residents are made aware of the Project scope, schedule, and impacts to traffic. The PM may wish to obtain assistance from the Region Public Affairs representative. Update information to the media regularly as needed.

The PM should record significant events, happenings, or communications in the General Daily Progress Report or Project diary.

4-2 PERMITS

The PM and involved project personnel should be aware of the requirements of permits that have been issued for the project. They must assure that the Contractor is aware of the permit requirements to avoid violations. It may be appropriate for the PM to have a separate discussion with the Contractor about permit requirements for the Project. This should occur near the Pre-Construction Conference. [*Refer to Chapter 11 - Before On-Site Work Can Begin*]

Establish relations with the permitting agency so that the project can be completed without a permit violation. The ODOT Region Environmental Coordinator (REC) is a resource for the PM pertaining to environmental issues. [*Refer to Chapter 21 – Permits*]

4-3 EMERGENCY VEHICLES

The PM must assure that the Contractor or others notify the affected emergency services of any closures that may affect the emergency services. For normal Contract

*** All Marked Text Updated October, 2010**

activities, the Contractor must allow emergency vehicles to access or pass through the work area without delay.

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 PM must notify the Motor Carrier Services Section 28 Calendar Days prior to when any vertical or horizontal restrictions are put in place to allow them to notify and prohibit oversize vehicles through the Project. The PM 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 e-mail 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.

Project workers, the oversize vehicle, the Project Work, and other vehicles and their occupants could be endangered if an oversized vehicle accidentally tries to go through the restriction.

4-5 RIGHT OF WAY / PERMIT OF ENTRY

The PM must be aware of and inform the Contractor, as appropriate, about Right of Way limits and use of adjacent property. The Contractor must not enter adjacent property without proper permission.

If Project activities require the acquisition of or entry onto adjacent property, the PM must take action to either secure a permit of entry, or for the Agency to acquire the property before allowing the Contractor access to the property. [*Refer to Chapter 29 – Right of Way, Access and Approaches*]

Members of the travelling public and adjacent businesses often will contact the Inspector or PM with concerns regarding the Project. The Agency's representative, and the Contractor's representative when involved, must remain courteous to these persons even though they may be registering a complaint. When valid issues are raised, the Inspector should take timely action to correct those issues and should involve the PM if necessary.

Adjacent property owners and businesses may raise concern involving a Right of Way Obligation that was negotiated for the Project. It may be appropriate to involve the ODOT Right of Way Representative in those discussions.

*CHAPTER 5 – CONSTRUCTION AUTHORIZATION

5-1 CONSTRUCTION AUTHORIZATION

The ODOT Procurement Office - 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. If the Project is procured using the Design-Build delivery method, refer to the Design-Build Procedures Manual (Advanced Contracting Unit) for the applicable Award and execution process.*

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 of funds to cover all 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 only during the pre-Award phase of a Project. The Project Manager (PM) should be involved during the Project development process in identifying these items. *(See* Operational Notice PDLT-07 *and the* PS&E Delivery Manual*)*.
3. **Contingencies** - This amount is currently 3.5% of the Contract Amount (Contractor's original bid) and provides funding to cover normal 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.*

The CCU will electronically distribute the construction authorization to appropriate parties. 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.)*

* **All Marked Text Updated February 2016**

5-2 OVERRUN OR INCREASE IN THE CONSTRUCTION AUTHORIZATION

The PM has the responsibility to assure that the construction authorization is not exceeded without proper approval. There are three 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/Bridge Delivery Unit Manager

3. **Increase in Construction Authorization** (Non-Local Program Projects)
    a. Amount is greater than $500,000
    b. May also have Local Agency funds
    c. Requires approval by the Highway Division Administrator and, if applicable, review by the Oregon Transportation Commission (OTC)

The PM does not have authority to exceed the construction authorization. PMs for outsourced or local agencies administering ODOT construction contracts need to Work with their ODOT representative (ODOT PM or LAL) on all matters, including assuring that the construction authorization is not exceeded without proper approval. [*Refer to Chapter 3 - Delegation of Authority*] *and Section 5-3 Authority for Request to Overrun or Increase.*

All expenditures on 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, Program Mangers and the Bridge Delivery Unit (BDU) a budget for its construction program, which includes all the Region/BDU Projects. The Region/BDU is responsible for managing its construction program within budget, including any overruns of individual Projects.

The Region/BDU may fund an overrun or increase on a Project from underruns or decreases in scope on other Projects. Additional funds could be acquired by delaying a future Project, or with funding from other programs with agreement of the responsible program manager. Each Region/BDU will maintain a listing of expected Project costs so that they are able to respond to needs for increased funding on a Project. The Region/BDU 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 construction authorization contains contingency funding to allow for normal Change Orders and fluctuations in pay item quantities. The PM remains responsible for staying within the construction authorization or approved overrun.

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

The PM should use information contained in the Contractor Payment System (CPS) to estimate Project costs and calculate needed funding. For instance, the PM 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:

For 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.

For Non-Local Program Projects, the Highway Division Administrator has, through sub-delegation orders, provided the following authorities to approve an overrun of a construction authorization:

1. To the Technical Services Manager/Chief Engineer, total overruns up to $500,000
2. To the Region Managers and the Bridge Delivery Unit Managers, total overruns up to $500,000

By Letter of Authority, the Technical Services Manager/Chief Engineer has provided the authority:

- To the State Construction & Materials Engineer (SC&ME), total overruns up to $500,000.
- To the Contract Administration Engineer (CAE), total overruns up to $500,000 for claim settlements.

By Letter of Authority, the Region Managers/BDU Managers may have provided the authority to specific subordinates to approve overruns. Such authority must be within PDLT guidelines, and cannot exceed $500,000 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/BDU Managers 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 $500,000 above the current Construction Authorization is necessary to complete the Project, the PM must follow the increase in construction authorization as described in *Section 5-4, Submitting a Request to Overrun or Increase*.

The PM (ODOT, Consultant or Local Agency) is responsible to manage all assigned Projects and request an overrun or increase in authorization, if necessary. The PM must secure the proper approval for the additional funding prior to having the Contractor perform the Work. The PM may be held personally liable for the costs expended if the

additional funding is not approved by the proper authority. 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 PM must submit a timely request to overrun or increase the construction authorization, as well as needed information relating to the source for the additional funding. The request must be as specific as possible regarding the funding source(s). If Projects will be delayed, postponed, or if funding is available through savings on another Project, 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 PM or LAL in completing this process. For Certified Local Agency Projects, refer to the LAG Manual and work with the ODOT LAL on the proper procedure.

1. The PM 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 PM must complete a Request For Overrun or Increase in Construction Authorization, Form 734-3372. The Region/BDU will confirm the source and the availability of, the additional funding.
3. The PM 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 Region/BDU Manager as appropriate.
    a. **Submitting an "Increase" in construction authorization (Local Program Funds):**
        i. The PM must coordinate the following with the ODOT LAL and attach a memo to form 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:
            1. What happened on the Project that caused the need for additional construction authorization?
            2. Why did this event occur?
            3. How can this be prevented on future Projects?
            4. What will happen in the event the request is not approved?

5. How will this increase be funded?

ii. The PM should also attach any related email correspondence that would help support the principle reasons or events that contributed to the increase.

iii. The PM must coordinate with the ODOT LAL to obtain the appropriate signatures on form 734-3372 from the following:

1. The Local Agency, if they have provided any Project funding or are responsible for the design and/or maintenance of the finished Work.
2. The Region/BDU Manager, who will review and approve the request (if appropriate). The Region/BDU will notify the PM and will send the original approved request to the Construction Section.

iv. The ODOT LAL, 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 ATO for approval of the available funds.

b. **Submitting an "Overrun" in construction authorization (Non-Local Program Funds, less than $500,000):**

i. The PM 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:

1. What happened on the Project that caused the need for additional construction authorization?
2. Why did this event occur?
3. How can this be prevented on future Projects?
4. What will happen in the event the request is not approved?
5. How will this "overrun" be funded?

ii. The PM should also attach any related email correspondence that would help support the principle reasons or events that contributed to the overrun.

iii. The PM must obtain the appropriate signatures on form 734-3372 from the following:

1. 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.

2. Region/ BDU Manager who will review and approve the request if appropriate. The Region/BDU will notify the PM 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 $500,000):**

i. Any construction authorization increase that is more than $500,000 shall be prepared as if it is going to be approved by the OTC (Oregon Transportation Commission).

ii. The PM, Region/BDU Manager must submit a draft cover letter (from the ODOT Director to the OTC) in a MS Word document to the Construction Section accompanying form 734-3372 and 734-2538. *(See Exhibit 5D)* The draft cover letter must explain the principle reasons or events that contributed to the "increase".

1. The draft cover letter with the supporting documentation must answer the following:

a. What happened on the Project that caused the need for additional construction authorization?

b. Why did this event occur?

c. How can this be prevented on future Projects?

d. What will happen in the event the request is not approved?

e. How will this "overrun" be funded?

2. Attach a vicinity and location map of the Project (from ODOT GIS Unit, 503-986-3154)

iii. The PM must obtain the appropriate signatures on form 734-3372 from the following:

1. 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.

2. The Region/BDU Manager will review the request, sign as "recommended". Submit the signed request with an electronic copy of the draft letter to the Construction Section.

iv. The ODOT LAL, Area Manager or Region Manager must coordinate with The Construction Section:

1. 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.***
2. To allow for ***Seven (7) working days prior to the ATO Deadline, for time to be added to the OTC agenda, if applicable***

v. The State Construction & Materials Engineer (SC&ME) will:

1. Review the request for increase in Construction Authorization and determine if any additional information from the Region/BDU or the PM is needed.
2. Review the draft letter from the Region/BDU requesting the Highway Division Administrator to approve of the increase.
3. Make a recommendation to the Highway Division Administrator, based on reason or scope of the request. *(In the case of an Emergency or High Priority Repair, contact the SC&ME)*
4. Sign the request (if applicable) and forward it, with the letter, to the ATO for a preliminary review.

vi. The Highway Division Administrator has delegated authority to approve all increases in construction authorization.

1. If the Highway Division Administrator ***approves*** the increase in construction authorization, the Highway Division Administrator signs and returns the increase in construction authorization to the State Construction & Materials Engineer.

vii. The Highway Division Administrator may also determine if the increase in construction authorization will be brought to the OTC for approval. (*Although an increase in construction authorization does not require a STIP amendment., the Highway Division Administrator's may determine that some increases in construction authorization be brought to the OTC.)*

1. If the Highway Division Administrator decides to seek ***OTC approval***, the Highway Division Administrator will forward the completed packet to the ATO for review.

viii. Once reviewed, ATO will forward to the Commission Assistant to add to the OTC agenda.

ix. 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 PM office obtain concurrence of the CAE on all CCO's that may be generated from the approval of the increase.

x. When a request is approved and/or noted, the Construction Section will electronically distribute a copy of the request to the Region/BDU, PM, and the Program and Funding Services Manager.

xi. 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 "overrun" requests in construction authorization.

Summary of Bids Received and Construction Authorization

SUMMARY OF BIDS RECEIVED
AND CONSTRUCTION AUTHORIZATION

JOB NUMBER 004
CONTRACT 14276
KEY NUMBER 17151

PROJECT	FED/STATE ID.
TRAFFIC SIGNAL VIDEO DETECTION PHASE 2	X-STP-C067(088)

HIGHWAY	COUNTY	DATE BIDS OPENED	ENGINEER'S ESTIMATE
	WASHINGTON	09/09/2010	895,030.00

NAME AND LOCATION OF BIDDER	AMOUNT OF BID($)
1 SIGNAL CONSTRUCTION GROUP, LLC WOODBURN, OR 97071	586,474.00
2 E C COMPANY PORTLAND, OR 97296	610,109.00
3 MORROW-MEADOWS CORP DBA CHERRY CITY ELEC SALEM, OR 97302	656,986.00

-34 % UNDER ENGINEERS ESTIMATE

CONTRACT AMOUNT	$	586,474.00
ADDITIONAL ANTICIPATED ITEMS		
SUBTOTAL		586,474.00
CONTINGENCIES 3.50 %		20,526.59
ENGINEERING 22.1688 %		134,565.00
SUBTOTAL		741,565.59
NET CONSTRUCTION AUTHORIZATION		741,565.59

THE TRANSPORTATION COMMISSION HAS ELECTED TO ACCEPT THE BID OF:
SIGNAL CONSTRUCTION GROUP, LLC
IN THE SUM OF: 586,474.00

THE CHIEF ENGINEER HAS BEEN DIRECTED TO AWARD THE CONTRACT TO SAID BIDDER SUBJECT TO CONCURRENCE OF:

___ FEDERAL HIGHWAY ADMINISTRATION

✓ PER HIGHWAY FINANCE AN ADVANCE DEPOSIT HAS BEEN RECEIVED OR IS FORTHCOMING

✓ AWARD TO LOW REPONSIVE BIDDER
___ REJECT ALL BIDS
___ DBE GOAL REQUIREMENTS HAVE BEEN MET FOR THIS PROJECT

Marie Wright 9-22-10
ODOT PROCUREMENT OFFICER / DATE

9-22-10
CHIEF ENGINEER / DATE

9/27/10
HIGHWAY DIVISION ADMINISTRATOR / DATE

OREGON TRANSPORTATION COMMISSION / DATE

FHWA DIVISION ADMINISTRATOR / DATE

Construction Authorization

Oregon Department of Transportation

REQUEST FOR OVERRUN OR INCREASE IN CONSTRUCTION AUTHORIZATION

TYPE OF REQUEST: ○ Increase ○ Overrun ◉ Increase (Local)

PROJECT NAME (SECTION)	KEY NO.	CONTRACT NO.
CONSTRUCTION MANUAL FORM EXAMPLE 5(B)	54321	12543

HIGHWAY	KIND OF WORK	F.A. PROJECT NO.
N/A - LOCAL ROAD	BRIDGE	X-STP-5900(222)

CONTRACTOR	CONTRACT WORK COMPLETED	ESTIMATED COMPLETION DATE
PRIME CONSTRUCTION COMPANY	47%	11/30/2015

	CURRENT AUTHORIZATION		CURRENT ESTIMATE
CONTRACT AMOUNT	$980,266.53	BID ITEMS	$985,924.73
ANTICIPATED ITEMS		CONTRACT CHANGE ORDERS, EXTRA WORK ORDERS & ADJUSTMENTS	$64,309.32
CONTINGENCY	$34,309.32	CONTINGENCIES FOR COMPLETION	$15,000.00
		ORDERS FOR FORCE WORK	
ENGINEERING	$356,927.00	ENGINEERING	$466,927.00
TOTAL PROJECT COST	$1,371,502.85	TOTAL PROJECT COST	$1,532,161.05

	Increase/Overrun Amt.	Increase/Overrun Percentage
ESTIMATED INCREASE	$160,658.20	11.71%

LIST MAJOR OVERRUNS AND UNDERRUNS INCLUDE THE BI, CCO, EWO, & FO NUMBERS, DESCRIPTION & WHETHER THE WORK WAS ANTICIPATED (A) OR UNANTICIPATED (U).	CURRENT ESTIMATED AMOUNT	AMOUNT OF CHANGE
CCO NO. 4 (U) - Bridge end panel curb replacement	$11,982.77	$11,982.77
EWO NO. 1 (U) - Repair bridge cracks and spalls	$6,005.60	$6,008.56
FUTURE CCOs (U) - Sidewalk plank coatings, curb overlay, waterline	$44,103.20	$44,103.20
EST. ADDITIONAL ENG. COST (U) - Longer closure than expected	$466,927.00	$110,000.00
CONTINGENCIES FOR COMPLETION (U)	$15,000.00	$15,000.00

PRINCIPLE REASONS FOR INCREASE OR OVERRUN (CONTINUE ON ATTACHMENTS)

The primary reason for engineering overruns are due to the Contractor's fabrication delays for the waterline hangers, delays due to the attempted use of foreign steel in waterline hangers, and delays resulting from required waterline fitting replacement.

These delays have caused the City's engineering cost to increase due to required additional inspection and construction management. At this time, the project is expected to run at least 2 months longer than originally anticipated. Future change orders are anticipated for waterline fitting replacement and curb overlay work in order to achieve the necessary compatibility with existing alignments and grades.

SUBMITTED BY PROJECT MANAGER	DATE	NOTED BY LOCAL AGENCY	DATE
Rhoda Head, Project Manager	5/15/2015	Aura Farecity, City Rep.	5/27/2015
AREA MGR ☐ NOTED ■ RECOMM. ☐ APPR Will A. Prove, Area Manager	DATE 5/17/2015	CONSTRUCT. SECT. ☐ NOTED ■ RECOMM. ☐ APPR Mark R. Down	DATE 5/31/2015
REGION MGR ☐ NOTED ■ RECOMM. ☐ APPR Stan N. Charge, Region Manager	DATE 5/25/2015	SIGNATURE & DATE OF APPROVAL BY OTHERS Sarah Fall 6/1/2015	◉ Active Transp. Unit ○ Highway Administrator ○ OTC

SUBMIT ORIGINAL THROUGH REGION TO CONSTRUCTION, WITH SUPPORTING DATA. CONSTRUCTION WILL DISTRIBUTE APPROVED COPIES.

CONSTRUCTION OVERRUN/INCREASE AUTHORIZATION SUPPORTING DATA

Oregon Department of Transportation

NOTE: All overruns are accumulative and may change approval authority.

PROJECT NAME (SECTION) CONSTRUCTION MANUAL FORM EXAMPLE 5(B)			**CONTRACT NO.** 12543
HIGHWAY N/A - LOCAL ROAD			**F.A. PROJECT NUMBER** X-STP-5900(222)
(A) ORIGINAL AUTHORIZATION $1,371,502.85	**(B) PREVIOUSLY APPROVED INCREASE IN AUTHORIZATION** DATE	AMT.	%	**(C) CURRENT AUTHORIZATION (A+B)** $1,371,502.85
(D) PREVIOUSLY APPROVED OVERRUNS (ABOVE CURRENT AUTHORIZATION) DATE	AMT.	%		**(E) TOTAL PROJECT BUDGET (C+D)** $1,371,502.85

REQUESTED OVERRUN/INCREASE AMOUNT

ESTIMATE INCREASE FOR THIS REQUEST (F): $160,658.20

NEW ESTIMATE PROJ. BUDGET (E+F): 1,532,161.05

TOTAL SHOULD EQUAL THE TOTAL PROJECT COST FROM 734-3372 CURRENT ESTIMATE

DELEGATED APPROVAL AUTHORITY

- [ ] AREA MANAGER (UP TO $250,000 OVERRUN)
- [ ] REGION MANAGER (UP TO $500,000 OVERRUN)
- [ ] STATEWIDE PROJECT DELIVERY MANAGER (UP TO $500,000)
- [ ] STATE CONSTRUCTION/MATERIALS ENGINEER (UP TO $500,000 OVERRUN)
- [ ] CHIEF ENGINEER (UP TO $500,000 OVERRUN AND MAJOR CHANGES)
- [X] PROGRAM FUNDING SERVICES MANAGER (ALL AMOUNTS ON LOCAL PROJECTS)
- [ ] OREGON TRANSPORTATION COMMISSION (ABOVE $500,000 INCREASE)

PROGRAM FUNDING SOURCE

PRIOR APPROVAL TO OVERRUN HAS BEEN OBTAINED FROM THE APPROPRIATE PROGRAM MANAGER BELOW:

	FUNDING MANAGER NAME	BY NAME AND DATE
[ ] REGION FINANCIAL PLAN REGION MANAGER/AREA MANAGER		
[ ] STATE BRIDGE PROGRAM STATE BRIDGE ENGINEER		
[ ] INTERSTATE MAINT. FINANCIAL PLAN PAVEMENTS ENGINEER		
[X] LOCAL PROGRAM FINANCIAL PLAN PROGRAM AND FUNDING MANAGER	Mary Planner	Rhoda Head, PM 5/14/2015
[ ] OTIA APPROVAL OTIA WORKSHEET ATTACHED		
[ ] OTHER POSITION:		

FUNDING STRATEGY FOR OVERRUN OR INCREASE IN AUTHORIZATION: (AS SPECIFIED BY RESPONSIBLE PROGRAM MANAGER)

Additional funding for this increase will be provided by Clackamas County. (See attached email)

[ ] CONTINUED ON ADDITIONAL SHEETS

Oregon Department of Transportation

REQUEST FOR OVERRUN OR INCREASE IN CONSTRUCTION AUTHORIZATION

TYPE OF REQUEST: ○ Increase ◉ Overrun ○ Increase (Local)

PROJECT NAME (SECTION)	KEY NO.	CONTRACT NO.
CONSTRUCTION MANUAL FORM EXAMPLE C	54321	12345

HIGHWAY	KIND OF WORK	F.A. PROJECT NO.
MAIN HIGHWAY	GRADING, PAVING, SIGNING, STRUCTURE	X-STP-S001(2)

CONTRACTOR	CONTRACT WORK COMPLETED	ESTIMATED COMPLETION DATE
Prime Construction Company	68%	12/11/2012

	CURRENT AUTHORIZATION		CURRENT ESTIMATE
CONTRACT AMOUNT	$273,000.00	BID ITEMS	$286,078.00
ANTICIPATED ITEMS	$13,000.00	CONTRACT CHANGE ORDERS, EXTRA WORK ORDERS & ADJUSTMENTS	$59,857.00
CONTINGENCY	$9,565.00	CONTINGENCIES FOR COMPLETION	$3,188.00
		ORDERS FOR FORCE WORK	$8,642.00
ENGINEERING	$49,517.00	ENGINEERING	$64,517.00
TOTAL PROJECT COST	$345,082.00	TOTAL PROJECT COST	$422,282.00

	Increase/Overrun Amt.	Increase/Overrun Percentage
ESTIMATED INCREASE	$77,200.00	22.37%

LIST MAJOR OVERRUNS AND UNDERRUNS INCLUDE THE BI, CCO, EWO, & FO NUMBERS, DESCRIPTION & WHETHER THE WORK WAS ANTICIPATED (A) OR UNANTICIPATED (U).	CURRENT ESTIMATED AMOUNT	AMOUNT OF CHANGE
(U) OVERRUN OF BI 0250 - MONOLITHIC CURB AND SIDEWALK	$26,619.00	$19,556.00
(U) INSTALLATION OF NEW CROSSWALK AT BAY STREET	$34,285.00	$34,285.00
(U) REPLACEMENT OF ADDITIONAL TRAFFIC LOOPS	$9,750.00	$9,750.00
(U) RELOCATION OF SIGNAL POLE (CCO #1)	$3,555.00	$3,555.00
(A) SIGNAL HEADS (SFO #1)	$3,500.00	$2,300.00
(U) INSTALLATION OF INLETS AND PIPE ON N. SIDE OF HWY	$10,038.00	$10,038.00

PRINCIPLE REASONS FOR INCREASE OR OVERRUN (CONTINUE ON ATTACHMENTS)

During construction it was discover that old, cracked sidewalks in the area have extensive voids beneath them requiring the sidewalks to be replaced. Sidewalk rebuilds included relocation of junction boxes, which required new traffic loops because the existing loop feeder wires cannot be spliced.
The new crosswalk was added to the exiting sidewalk at bay street to upgrade to current standards and increase pedestrian safety at this location.
A signal pole was relocated to a better location where installation of the drilled shaft foundation would not impact the foundation of a historic building.

SUBMITTED BY PROJECT MANAGER	DATE	NOTED BY LOCAL AGENCY	DATE
Rhoda Head, Project Manager	4/21/2015		
AREA MGR ☐ NOTED ☐ RECOMM. ■ APPR Will A. Prove, Area Manager	DATE 4/23/2015	CONSTRUCT. SECT. ■ NOTED ☐ RECOMM. ☐ APPR Mark R. Down	DATE 4/30/2015
REGION MGR ■ NOTED ☐ RECOMM. ☐ APPR Stan N. Charge, Region Manager	DATE 4/25/2015	SIGNATURE & DATE OF APPROVAL BY OTHERS	☐ Active Transp. Unit ☐ Highway Administrator ☐ OTC

SUBMIT ORIGINAL THROUGH REGION TO CONSTRUCTION, WITH SUPPORTING DATA. CONSTRUCTION WILL DISTRIBUTE APPROVED COPIES.

CONSTRUCTION OVERRUN/INCREASE AUTHORIZATION SUPPORTING DATA

Oregon Department of Transportation

NOTE: All overruns are accumulative and may change approval authority.

PROJECT NAME (SECTION) CONSTRUCTION MANUAL FORM EXAMPLE C			**CONTRACT NO.** 12345
HIGHWAY MAIN HIGHWAY			**F.A. PROJECT NUMBER** X-STP-S001(2)
(A) ORIGINAL AUTHORIZATION $345,082.00	**(B) PREVIOUSLY APPROVED INCREASE IN AUTHORIZATION** DATE	AMT. %	**(C) CURRENT AUTHORIZATION (A+B)** $345,082.00
(D) PREVIOUSLY APPROVED OVERRUNS (ABOVE CURRENT AUTHORIZATION) DATE	AMT.	%	**(E) TOTAL PROJECT BUDGET (C+D)** $345,082.00

REQUESTED OVERRUN/INCREASE AMOUNT

ESTIMATE INCREASE FOR THIS REQUEST (F): $77,200.00

NEW ESTIMATE PROJ. BUDGET (E+F): 422,282.00

TOTAL SHOULD EQUAL THE TOTAL PROJECT COST FROM 734-3372 CURRENT ESTIMATE

DELEGATED APPROVAL AUTHORITY

- [X] AREA MANAGER (UP TO $250,000 OVERRUN)
- [ ] REGION MANAGER (UP TO $500,000 OVERRUN)
- [ ] STATEWIDE PROJECT DELIVERY MANAGER (UP TO $500,000)
- [ ] STATE CONSTRUCTION/MATERIALS ENGINEER (UP TO $500,000 OVERRUN)
- [ ] CHIEF ENGINEER (UP TO $500,000 OVERRUN AND MAJOR CHANGES)
- [ ] PROGRAM FUNDING SERVICES MANAGER (ALL AMOUNTS ON LOCAL PROJECTS)
- [ ] OREGON TRANSPORTATION COMMISSION (ABOVE $500,000 INCREASE)

PROGRAM FUNDING SOURCE

PRIOR APPROVAL TO OVERRUN HAS BEEN OBTAINED FROM THE APPROPRIATE PROGRAM MANAGER BELOW:

	FUNDING MANAGER NAME	BY NAME AND DATE
[X] REGION FINANCIAL PLAN REGION MANAGER/AREA MANAGER	Penny T. Pincher	Penny S. Manager, 4/17/2012
[ ] STATE BRIDGE PROGRAM STATE BRIDGE ENGINEER		
[ ] INTERSTATE MAINT. FINANCIAL PLAN PAVEMENTS ENGINEER		
[ ] LOCAL PROGRAM FINANCIAL PLAN PROGRAM AND FUNDING MANAGER		
[ ] OTIA APPROVAL OTIA WORKSHEET ATTACHED		
[X] OTHER POSITION: Bike/Ped Quick Fix Funds	Phil Dirt	Ken Dothat, 4/19/2015

FUNDING STRATEGY FOR OVERRUN OR INCREASE IN AUTHORIZATION: (AS SPECIFIED BY RESPONSIBLE PROGRAM MANAGER)

This overrun will be funded from two sources: $15,500 will be provied by the Region 2 and $61,700 will be provided by the ODOT Bicycle/ Pedestrian Program Quick Fix Funds

[ ] CONTINUED ON ADDITIONAL SHEETS

Oregon

Department of Transportation
Interoffice Memo

Region 2 - Astoria Construction
1 Portway, 2nd Floor
Astoria, OR 97103
503-325-4732
503-731-8531 (Fax)

MEMORANDUM

DATE: April 14, 2015

TO: Will A. Prove
Region 2 Area Manager

FROM: Rhoda Head
ODOT Project Manager, Astoria

SUBJECT: **Project Overrun Authorization Request**
C12345 – Construction Manual Sample Project

Attached for your approval is a request for a $77,200 overrun for the subject project. The funding sources for the overrun include the Region 1 Financial Plan ($15,500) and the Bicycle/Pedestrian Program Quick Fix funds ($61,700).

This overrun is needed for extra work and unanticipated conditions on the project. The reasons for needing the additional funds generally fall into two categories:

1. Extra work that was added to the project.

The new crosswalk at the Bay Street intersection was not in the original project scope, but was added to increase pedestrian safety at the crosswalk location and to take economic advantage of similar work underway one block east at the Columbia/Bond intersection.

A low spot in the paving on the north side of US30 has caused puddling on the highway for some time. At the request of Maintenance forces, it was decided to correct this problem by installing pipe and inlets as part of this project.

2. Extra work due to undertaking a retrofit project in a historic district.

This project is located in the Uniontown Historic District. Consequently, the buildings and facilities in the area are old and mostly in poor condition. As construction proceeds, we have encountered the need to do more extensive work than was originally anticipated. Examples include:

- Sidewalks in the area are thin concrete placed over sand and are cracked. In several areas the sand beneath the walks has washed away, leaving large voids. Because the fragile sidewalks cannot support the weight of construction equipment, we have damaged more sidewalk than was anticipated while installing the pole foundations, junction boxes, and conduit. We will significantly overrun our sidewalk bid item.

- Several signal junction boxes are located in the sidewalks, some at locations of new wheelchair ramps. When sidewalks are replaced, the junction boxes must be moved. Traffic loop feeder wires cannot be spliced, so when the boxes are moved the loops must be replaced. The original project plans called for retaining many of the existing loops.

- The original plans called for a drilled shaft foundation next to the historic Wauna Federal Credit Union building. The equipment required for the drilled shaft installation may have damaged the building, to the drilled shaft was moved to another location that required increased installation costs and engineering design time.

On all ODOT projects there are contingency funds available for extra work. The contingency amount is fixed at 3.5% of the contract amount. In this case, the contract amount was relatively small, so the available contingency was only $9,565. This is not adequate for the work required to complete this project.

Oregon Department of Transportation

REQUEST FOR OVERRUN OR INCREASE IN CONSTRUCTION AUTHORIZATION

TYPE OF REQUEST: (●) Increase ( ) Overrun ( ) Increase (Local)

PROJECT NAME (SECTION)	KEY NO.	CONTRACT NO.
I-5 Major Paving	54321	12345

HIGHWAY	KIND OF WORK	F.A. PROJECT NO.
Pacific 001	Paving	NHPP-S001(123)

CONTRACTOR	CONTRACT WORK COMPLETED	ESTIMATED COMPLETION DATE
Excavation and paving Inc.	50%	10/30/2017

	CURRENT AUTHORIZATION		CURRENT ESTIMATE
CONTRACT AMOUNT	$30,123,630.00	BID ITEMS	$33,123,630.00
ANTICIPATED ITEMS	$478,000.00	CONTRACT CHANGE ORDERS, EXTRA WORK ORDERS & ADJUSTMENTS	$478,000.00
CONTINGENCY	$1,123,977.00	CONTINGENCIES FOR COMPLETION	$1,123,977.00
		ORDERS FOR FORCE WORK	
ENGINEERING	$2,055,123.00	ENGINEERING	$2,255,123.00
TOTAL PROJECT COST	$33,780,730.00	TOTAL PROJECT COST	$36,980,730.00

	Increase/Overrun Amt.	Increase/Overrun Percentage
ESTIMATED INCREASE	$3,200,000.00	9.47%

LIST MAJOR OVERRUNS AND UNDERRUNS INCLUDE THE BI, CCO, EWO, & FO NUMBERS, DESCRIPTION & WHETHER THE WORK WAS ANTICIPATED (A) OR UNANTICIPATED (U).	CURRENT ESTIMATED AMOUNT	AMOUNT OF CHANGE
Increase Bid Item 0710 - Level 4, 1/2" ACP (U)	$670,563.00	$170,000.00
Increase Bid Item 0730 - PG 70-22, Asphalt in ACP (U)	$1,014,369.00	$185,679.00
Increase Bid Item 0070 - Move Temporary Barrier (U)	$731,500.00	$283,500.00
Increase Bid Item 0080 - Temporary Concrete Barrier (U)	$402,249.00	$69,749.00
Increase Bid Item 0210 - Temporary Striping (U)	$38,980.00	$6,480.00
Increase Bid Item 0450 - Subgrade Geotextile (U)	$47,950.00	$33,000.00

PRINCIPLE REASONS FOR INCREASE OR OVERRUN (CONTINUE ON ATTACHMENTS)

See Attachment A

SUBMITTED BY PROJECT MANAGER	DATE	NOTED BY LOCAL AGENCY	DATE
Rhoda Head, Project Manager	4/21/2015		
AREA MGR ☐ NOTED ☐ RECOMM. ■ APPR Will A. Prove, Area Manager	DATE 4/23/2015	CONSTRUCT. SECT. ■ NOTED ☐ RECOMM. ☐ APPR Mark R. Down	DATE 4/30/2015
REGION MGR ■ NOTED ☐ RECOMM. ☐ APPR Stan N. Charge, Region Manager	DATE 4/25/2015	SIGNATURE & DATE OF APPROVAL BY OTHERS OTC Approval 5/11/2015	☐ Active Transp. Unit ☐ Highway Administrator ■ OTC

SUBMIT ORIGINAL THROUGH REGION TO CONSTRUCTION, WITH SUPPORTING DATA. CONSTRUCTION WILL DISTRIBUTE APPROVED COPIES.

CONSTRUCTION OVERRUN/INCREASE AUTHORIZATION SUPPORTING DATA

Oregon Department of Transportation

NOTE: All overruns are accumulative and may change approval authority.

PROJECT NAME (SECTION) I-5 Major Paving			**CONTRACT NO.** 12345
HIGHWAY Pacific 001			**F.A. PROJECT NUMBER** NHPP-S001(123)
(A) ORIGINAL AUTHORIZATION $33,780,730.00	**(B) PREVIOUSLY APPROVED INCREASE IN AUTHORIZATION** DATE	AMT. %	**(C) CURRENT AUTHORIZATION (A+B)** $33,780,730.00
(D) PREVIOUSLY APPROVED OVERRUNS (ABOVE CURRENT AUTHORIZATION) DATE	AMT.	%	**(E) TOTAL PROJECT BUDGET (C+D)** $33,780,730.00

REQUESTED OVERRUN/INCREASE AMOUNT

ESTIMATE INCREASE FOR THIS REQUEST (F): $3,200,000.00

NEW ESTIMATE PROJ. BUDGET (E+F): 36,980,730.00

TOTAL SHOULD EQUAL THE TOTAL PROJECT COST FROM 734-3372 CURRENT ESTIMATE

DELEGATED APPROVAL AUTHORITY

- [ ] AREA MANAGER (UP TO $250,000 OVERRUN)
- [ ] REGION MANAGER (UP TO $500,000 OVERRUN)
- [ ] STATEWIDE PROJECT DELIVERY MANAGER (UP TO $500,000)
- [ ] STATE CONSTRUCTION/MATERIALS ENGINEER (UP TO $500,000 OVERRUN)
- [ ] CHIEF ENGINEER (UP TO $500,000 OVERRUN AND MAJOR CHANGES)
- [ ] PROGRAM FUNDING SERVICES MANAGER (ALL AMOUNTS ON LOCAL PROJECTS)
- [X] OREGON TRANSPORTATION COMMISSION (ABOVE $500,000 INCREASE)

PROGRAM FUNDING SOURCE

PRIOR APPROVAL TO OVERRUN HAS BEEN OBTAINED FROM THE APPROPRIATE PROGRAM MANAGER BELOW:

	FUNDING MANAGER NAME	BY NAME AND DATE
[ ] REGION FINANCIAL PLAN REGION MANAGER/AREA MANAGER		
[ ] STATE BRIDGE PROGRAM STATE BRIDGE ENGINEER		
[X] INTERSTATE MAINT. FINANCIAL PLAN PAVEMENTS ENGINEER	Jeff Bloom	Ted Manager 4/15/2015
[ ] LOCAL PROGRAM FINANCIAL PLAN PROGRAM AND FUNDING MANAGER		
[ ] OTIA APPROVAL OTIA WORKSHEET ATTACHED		
[ ] OTHER POSITION:		

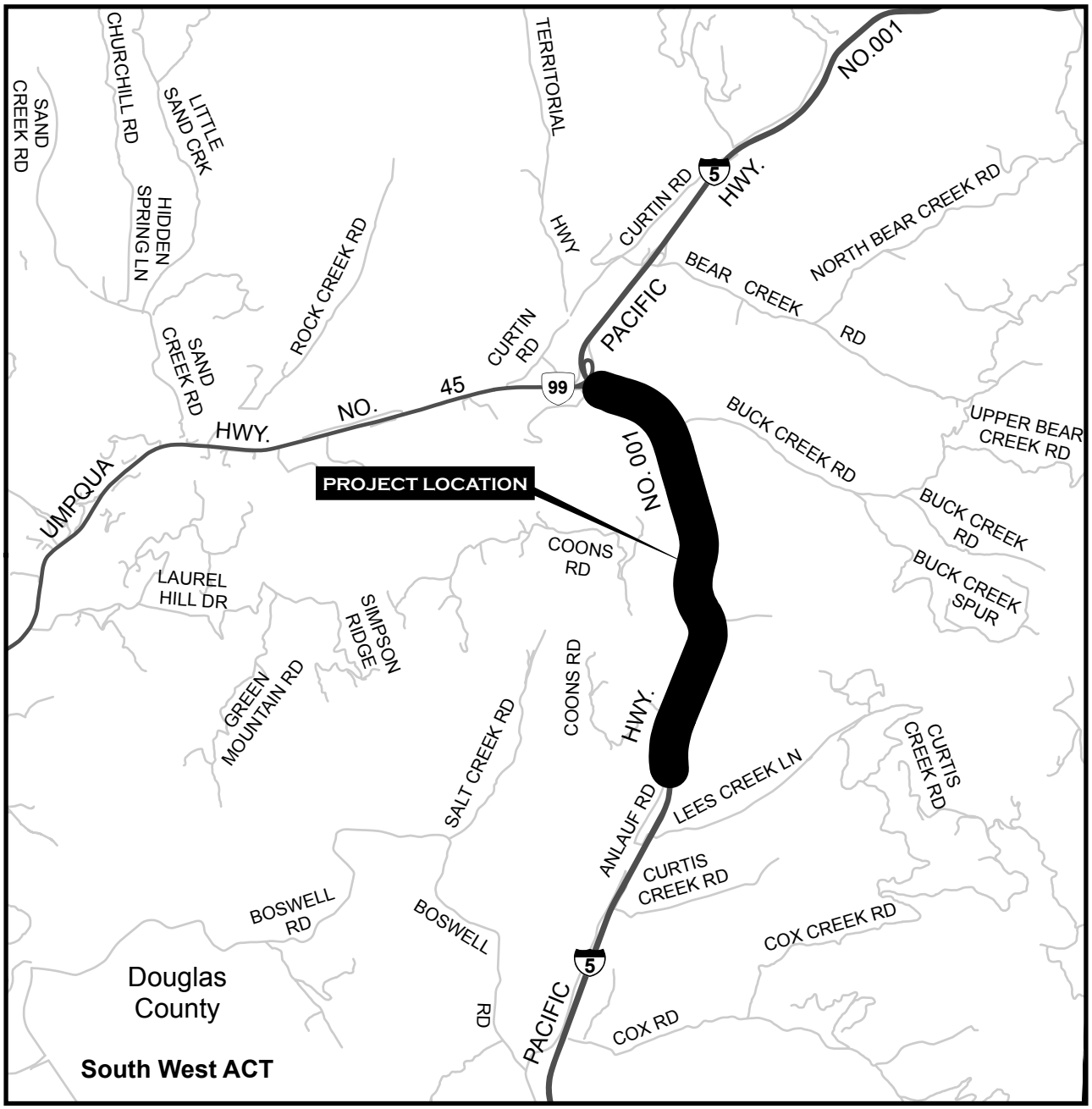
FUNDING STRATEGY FOR OVERRUN OR INCREASE IN AUTHORIZATION: (AS SPECIFIED BY RESPONSIBLE PROGRAM MANAGER)

See attached documentation.

[✓] CONTINUED ON ADDITIONAL SHEETS

PROJECT LOCATION

ODOT REGION 3



LEGEND

PROJECT LOCATION

STATE HIGHWAY CLASSIFICATION

- INTERSTATE
- STATEWIDE
- REGIONAL / DISTRICT

- REGIONAL BOUNDARY
- COUNTY BOUNDARY
- ACT BOUNDARY

I-5: ANLAUF - ELKHEAD RD PAVING KEY NO.16269

"This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information."

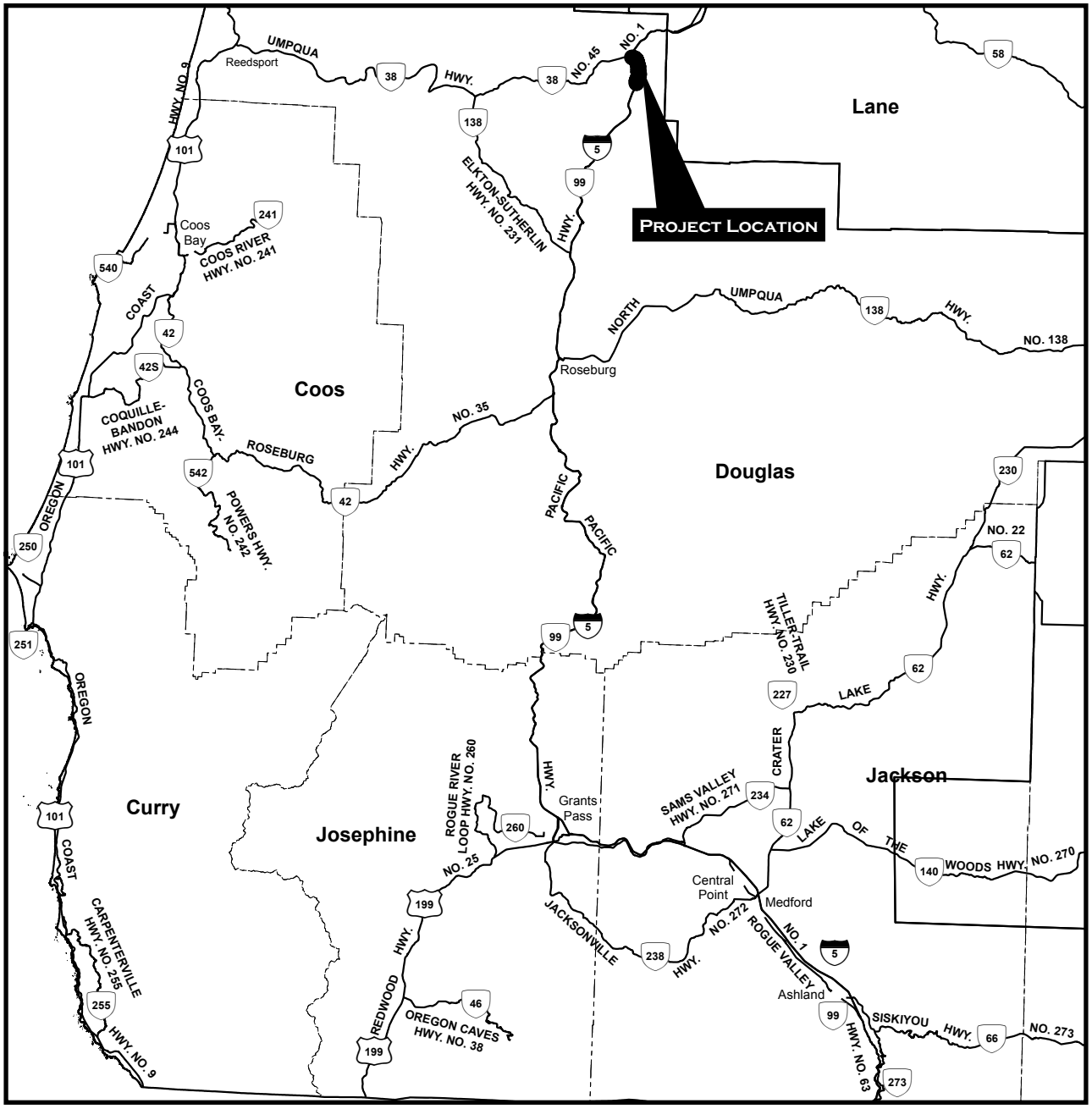
0 1 Miles

PRODUCED BY ODOT - GIS UNIT
(503) 986-3154 - JULY 2015
GIS No. 23-52

\\S6000E\GISWORK\GIS23_52_OTC_maps_and_graphics\OTC_MAPS\OTC_15_MAPS\REGION3\MXD

PROJECT VICINITY

ODOT REGION 3



I-5: ANLAUF - ELKHEAD RD PAVING KEY NO.16269

LEGEND

- PROJECT LOCATION
- STATE HIGHWAY
- COUNTY BOUNDARY
- STATE BOUNDARY

"This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information."

0 9.5 Miles

PRODUCED BY ODOT - GIS UNIT
(503) 986-3154 - JULY 2015
GIS No. 23-52

\\S6000E\GISWORK\GIS23_52_OTC_maps_and_graphics\OTC_MAPS\OTC_15_MAPS\REGION3\MXD\

Oregon
Kate Brown, Governor

Oregon Transportation Commission
Office of the Director, MS 11
355 Capitol St NE
Salem, OR 97301-3871

DATE: August 6, 2015

TO: Oregon Transportation Commission

FROM: Matthew L. Garrett
Director

SUBJECT: **Consent 5** – Project Authorization Increase for Interstate 5: Anlauf to Elkhead, Road Paving Contract No. 14777

Requested Action:
Request approval of an increase in construction authorization by $3,200,000 or 9.67 percent on the Interstate 5 Anlauf-Elkhead Road Paving project. Funding for this project is provided by the Interstate Maintenance program; funding for the increase comes from savings on other projects. The increase will change the construction project authorization from $33,102,691.05 to $36,302,691.05. Construction is anticipated to begin in September 2015 and completed by July 2017.

Comment [OU1]: Include in the requested action the amount and percentage of increase, the original and new construction authorization and the funding source for the increase.

Background:
The Interstate 5 Anlauf-Elkhead Road Paving project is located on Interstate 5 near Cottage Grove between milepost 154 and 162. The work consists of continuous reinforced concrete grinding and paving, asphalt concrete grinding and paving, bridge deck repairs, concrete median barrier replacement, and guardrail replacement–all four travel lanes are being replaced. The contract was awarded to K&E Excavating, Inc. and Notice to Proceed (NTP) for construction was issued on March 6, 2015. The first stage of construction will begin in early September, with the contractor constructing the concrete bridge deck overlays.

Comment [OU2]: The background should include a brief description of the project and an explanation for the need for the increase.

Please also describe how we arrived at the decision—the considerations we made, and consequences of not proceeding with the increase, and any benefits gained.

The background should also describe any impacts to the public.

The concrete work requires construction of crossovers for traffic staging. The project is currently designed to construct four separate crossovers during six stages where traffic will be temporarily reconfigured to allow one lane of traffic in each direction. Additional lane closures will be used elsewhere in the project area to work on bridge deck repairs and concrete barrier replacement.

We learned from a recent adjacent project, the Interstate 5: Martin Creek – Anlauf project, that our standard analysis method for travel delays was not adequate. Traffic within the Interstate 5: Martin Creek – Anlauf project experienced significant delays, requiring that we make adjustments during construction to mitigate.

We expect similar delays could occur on the Interstate 5 Anlauf-Elkhead Road Paving project. We recommend an increase in construction authorization to mitigate those delays prior to construction beginning. We have evaluated the project and recommend the contractor construct a temporary auxiliary lane southbound allowing two lanes of travel in each direction during construction of the continuous reinforced concrete pavement. At the end of the project, the auxiliary lane would become a

truck climbing lane southbound in the footprint of the temporary lane, meeting a future identified need. The additional work is expected to total $3.2 million.

Constructing the temporary auxiliary lane and permanent truck climbing lane would provide for relief of likely traffic congestion within the construction zone and provide a much needed truck climbing lane that would benefit mobility in the future. The new staging allowed by the temporary lane could likely result in the project being completed early.

We request approval of an increase in construction authorization of $3.2 million, bringing the construction authorization from $33,102,691.05 to $36,302,691.05. Construction is anticipated to begin in September 2015 and completed by July 2017. The increase will be funded from the statewide program and savings on other projects.

Comment [OU3]: The closing paragraph should reiterate the current and new construction authorization, the project completion date and the funding source for the increase.

Attachments:

- Attachment 1 - Request for increase in construction authorization
- Attachment 2 - Location and vicinity maps

Comment [OU4]: Include the completed Increase in Construction Authorization form, location and vicinity maps in your packet.

Copies (w/attachments) to:

Jerri Bohard	Travis Brouwer	Tom Fuller	Clyde Saiki
Paul Mather	McGregor Lynde	Frank Reading	Mark Usselman
Kelly Jacobsen	Arlene Santana		

Consent_5_I-5 Anlauf Elkhead OTC.docx
8/4/2015

*CHAPTER 6 – EXAMINATION OF PROJECT SITE AND RESPONDING TO BIDDERS' QUESTIONS.

6-1 PROJECT SITE EXAMINATION

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

The PM's name, address, phone number, and e-mail 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 PM 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.

***All marked text updated February 2016**

- Request that ODOT Procurement Office (OPO) or the Office of Project Letting (OPL) post missing information on eBIDS, if the PM 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.*

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

- Respond via email back to the individual Bidder if the question is insignificant. (i.e. Items that may be specification related and can be answered by the Contractor with simple guidance from the PM in a non-interpretive manner). If Bidders do contact the PM by telephone, the PM will determine the appropriate way to respond or request additional information in writing.

- Respond to all bidders, via Letter of Clarification posted on eBIDS, if the question is significant. (All Bidders need to be aware of clarification related to Bidding Documents.)

- Respond to all Bidders, via Addendum Letter posted on eBIDS, if the question is significant and requires the Bidding Documents to be changed.

If the response to a Bidder's question conflicts with the Bid Documents, the PM will alert OPO and an Addendum will be issued. The PM may not discuss possible or probable changes to the Project unless the changes have been formalized by issuance of an Addendum.

The PM must also follow the current dates and timing limitations for sending out an Addendum or a Letter of Clarification to notify all prospective Bidders about significant information as noted in the PS&E Delivery Manual, Section 4.1 & 4.2. If a Bidder's question can be answered or easily clarified by simply pointing out the location of an item in the Bidding Documents, this would be considered an insignificant question that could be answered up until the day before the Bid. However, if a significant matter arises from a Bidder's inquiry that requires a major change in the Bidding Documents, or an Addendum can't be issued in time, the PM must consult with OPL, the Project Designer, Area Manager, and the Tech Center Manager about possible Project postponement.

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 PM 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 Office of Project Letting (OPL) 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 is to maximize profits. 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 Estimating Group uses the following guidelines when evaluating Bids to identify materially unbalanced Bids:

- After Bid Opening, evaluate all 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.

*** All Marked Text Updated October, 2010**

- Front-end loading where the Bids indicate that the Contractor will receive disproportionate payment for work done during early stages of the Project.
- 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 Estimating Group 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 proper action, consistent with public interest, to take regarding the Bids received. 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 Estimating Group evaluates unbalanced Bids, it is important that the Project Manager (PM) and Region/Bridge Delivery Unit (BDU) promptly advise the Estimating Group 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 PM in evaluating Bids for unbalancing.

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

UNBALANCED BID EVALUATION

Project: *CONSTRUCTION MANUAL EXAMPLE*
County: Marion
Proj. Mgr: Rhoda Head, PM
Low Bidder: Prime Construction Company

Contract No: C12345
Prepared by: Dave Parker
Cost Estimating Unit
August 19, 2010

Bid Item/(unit)		Qty.	Engr.Est	Bid Amt.	Recommended Action
0200	Construction Survey Work LS	All	15,000	41,500	For information only. Average of remaining bidders is $41,900.
0220	Construct and Remove Detour LS	All	52,000	20,000	For information only. Average of remaining bidders is $43,400.
0240	General Excavation M3	15,400	9.00	6.80	For information only. Average of remaining bidders is $8.00.
0660	LVL 3, 19 MM DS HMAC MG	9,700	23.00	29.40	For information only. Average of remaining bidders is $28.70.

The PM 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*).

At the completion of the Project, the PM will be required to identify any bid items noted as having potentially unbalanced bids on the Project Managers 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 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 (owned by the Advanced Contracting Unit) 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 Group, to determine if the Bid price is the best value to the public, identify any 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) on the Agency's website at:

http://www.oregon.gov/ODOT/CS/CONSTRUCTION/Bid_Award.shtml.

* **All marked text updated October 2013**

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:

(a) 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.

(b) 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 cancelled 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:

http://www.oregon.gov/CCB/public_works_bond.shtml.

(c) 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.*)

(d) 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.

(e) 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 properly 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 PM 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*]

Oregon
John A. Kitzhaber, M.D., Governor

Department of Transportation
Procurement Office-Construction
455 Airport Rd. SE, Bldg. K
Salem, Oregon 97301-5348
Voice: (503) 986-2658
Fax: (503) 986-6910
Email: Jessica.CIMINO@odot.state.or.us

FAX: (541) 269-1600

April 13, 2011

West Coast Contractors, Inc.
61050 Highway 101
Coos Bay, OR 97420

Subject: Notice to Proceed for Contract No. 14315
Contract Execution Date: April 12, 2011

We enclose 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.

Contract No. 14315 for work on the OR273: Br. #03781 & # 03780 (Dollarhide Steinman) Section on the Siskiyou Highway in Jackson County.

The general 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 regarding this letter, please contact me at (503) 986-2658.

Jessica Cimino
ODOT Procurement Office – Construction

Enclosure

cc: Travelers Casualty and Surety Company of America
4000 Kruse Way Place Bldg. One, Suite 265
Lake Oswego OR 97035-5517

Bond No. 105569078

*CHAPTER 9 – RESPONSIBILITIES OF PROJECT MANAGER

9-1 GENERAL RESPONSIBILITIES

As stated in Subsection 00150.01, the Project Manager (PM), 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 PM could be:

- A Consultant reporting to an ODOT PM.
- A Consultant reporting to an ODOT Local Agency Liaison (LAL).
- A Local Agency employee reporting to a LAL.
- An Agency employee, typically one who holds the title of PM on their position description. However, others may be assigned the role of PM. Examples are:
    - Interim PMs.
    - District Managers who are named to fulfill the role of the PM.

The PM 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 PM may be assigned to an ODOT employee, a Local Agency employee, or a Consultant. The responsibilities of fulfilling the role of the PM will be the same; however, the delegated authorities will differ.

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

The PM's duties regarding construction Contracts include:

- Develop and supervise an efficient and effective organization, including the PM's staff and all 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 all Work and Materials used on the Project, and applicable Project documentation conform to Contract requirements and established ODOT Policies and practices. The PM must obtain the approval of the Contract Administration Engineer (CAE) for all price adjustments or for documentation that does not meet the Contract or accepted ODOT guidelines, including those described in this manual.

* **All marked text updated October 2013**

- For Projects assigned to the PM, assure that all Contract requirements are fulfilled including, but not limited to, the following:

  - Projects will be managed within the current approved Construction Authorization, or approved Overrun. [*Refer to Chapter 5 - Construction Authorization*]
  - Contractor payments are made on time. [*Refer to Chapter 25 - Payments to Contractors/Retainage* and *Chapter 26 - Prompt Payment/Claims Against Contractor's Bond*]
  - Project records and other documentation are proper and current. [*Refer to Chapter 12 - Project Records*]
  - Contract Time will be managed in order to benefit the Project and to assure timely completion. [*Refer to Chapter 13 - Contract Time*]
  - Change Orders are processed in a timely manner. [*Refer to Chapter 15 - Change Orders/Force Account/Work by Public Forces*]
  - Disagreements, disputes and claims are promptly addressed and resolved at the lowest possible administrative level. [*Refer to Chapter 27 - Disagreements, Disputes, and Claims*]
  - Affirmative Action and other requirements are fulfilled on all affected Contracts. [*Refer to Chapter 18 – Workforce and Small Business Equity Programs*]

The PM has limited authority to change Contract Plans and Specifications. If changes are considered necessary, the PM must obtain proper approval, including involvement of the Construction Section, the Agency's Specification Technical Resource List, and the Professional of Record (POR) and/or designer when appropriate.

The PM is responsible, among other things, to assure that:

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

In administering the Contract or interpreting its terms and requirements, the PM must assure that all actions comply with the practices described in this manual, and that the actions do not conflict with other accepted statewide practices. *For Design-Build Contracts, the Project-specific, Agency-accepted Quality Plan will define the processes*

and practices the Design-Builder must follow. The PM will monitor the Design-Builder's adherence to the processes outlined in the Quality Plan to ensure Contract compliance. The PM should seek guidance, and if appropriate, obtain concurrence of the Region/Bridge Delivery Unit (BDU) and the CAE.

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

9-2 WORKING RELATIONSHIP WITH THE CONTRACTOR

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

For each construction Project, the PM 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. *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.*

It is imperative that the Contractor and PM maintain effective communications. Communication may be both written and verbal, and it is important that the appropriate parties be involved in the communication. Send copies of communication to the Contractor's home office and/or the ODOT Region/BDU, Construction Section, etc. office as appropriate.

On critical Project issues, written communication occurs only between the PM and the Contractor's Superintendent. This assures that the importance of the issues is not misunderstood, misdirected, or diluted. 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 PM and other Project personnel should 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 PM 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 PM or other Project personnel attempt to direct the Contractor's operations, the Contractor may claim that the PM assumed risk and responsibility for the Work product.

9-3 INSPECTION

The PM may assign one (1) or more individuals to perform inspection or other Work on the Project. In addition, the PM may utilize other persons or units for inspection, including the Structure Services Unit in the Construction Section. If inspection must be performed more than 50 airline miles outside Oregon, the PM must assess an adjustment for the additional costs of inspection, as specified in 00165.91. [*Refer to Chapter 22 - Sources of Materials*]

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

As typically delegated by the PM, 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.); and
- Communicate (represent the PM 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:

- Reviewing survey stakes and markings to assure they are consistent with the lines and grades established by the Engineer.
- Observing the Work, including Materials and processes, as appropriate.

- Performing or reviewing testing and reviewing test results.
- Assuring that Material quality is acceptable and is properly documented.
- Rejecting defective Material as appropriate under the Quality Assurance Program and the Contract requirements.
- Documenting quantities of Work performed to allow payment to be made.
- Reporting to the PM on progress of the Work as compared to the Contractor's Project schedule.
- Recording information daily to document Project progress, significant 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 PM 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 PM for any changes to the Work. In addition, the PM 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 PM 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), and
- 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). If an Inspector with Hot Mixed Asphalt Concrete (HMAC) certification is working on a paving Project, he/she would not be required to obtain the certification for Bridge Inspection (CBCI) until such time that he/she is expected to inspect Bridge work.

Inspector Certifications will be valid for a three to five year period, after which the Inspector will need to pass a re-certification exam to extend certification for an additional three to five years.

More information on the Agency's Inspection Quality Assurance Program is available online at:

http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Cert/InspCert.shtml.

9-4 ENSURING CONTRACTOR COMPLIANCE

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

- Suspension of Work.
- Withholding payment.
- Removal of Contractor personnel.
- Correction of deficiencies at Contractors expense.
- Initiation of termination (*See* 00180.10 or 00180.15).

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

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

The PM should be proactive in identifying and resolving problems before they occur. The PM also should communicate expectations about Contract requirements to minimize problems and misunderstandings. Some actions might include:

- Assure that the Contractor's Project schedule realistically depicts the Work and has not overlooked Work restrictions or seasonal events.
- Discuss upcoming Work and significant 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.
- Take action to assure Contract compliance. Ask questions if you don't know for sure!

*CHAPTER 10 – SUPERINTENDENCE BY CONTRACTOR

Section 00150.40 specifies the requirements and responsibilities for the Contractor's Superintendent. *For alternative Contracts such as Design-Build and Construction Manager/General Contractor (CM/GC), the Contractor's superintendence responsibilities are very different and will be specified in the applicable Contracts.*

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

- Keep one (1) complete set of Contract Documents available on the Project Site at all times;
- 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 all assistance reasonably required by the Agency to obtain information regarding the nature, quantity and quality of any part of the Work; and
- 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 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; and
- Be present for all 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 Project Manager (PM) at all times for contact by phone or radio. The PM also has the right to require the Superintendent to be on the Project Site by giving the Contactor 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 PM.

*** All Marked Text Updated October, 2010**

In 2004, the Agency and the Association of General Contractors (AGC) entered into a Memo of Understanding (MOU) pertaining to Project management and superintendence by the Contractor. This MOU may be used to assist in determining appropriate superintendence by the Contractor:

Memo of Understanding (MOU)

Endorsed by AGC-ODOT Leadership Team on March 19, 2004

Issue: Project Management and Superintendence by Prime Contractor

Problem Statement:
ODOT is increasingly concerned that the level of management and superintendence on Agency contracts by some Prime Contractors of their subcontractors and suppliers does not adequately comply with the contract specifications and is not conducive for the successful completion of the projects. ODOT believes that this situation has become worse since the January, 2000 change to specification 00180.20, which allowed the Prime Contractor to subcontract up to 70% of the project work, an increase from the previous 50% maximum amount.

AGC agrees that this issue does exist on some contracts and needs to be mitigated. AGC believes that this situation can be handled by enforcing current Standard Specifications that give the Department the authority to resolve the situation when in fact it does occur.

Objectives of this MOU:
- Clarify ODOT/AGC Expectations of the Prime Contractors based on Contract Specifications regarding project management and superintendence.
- Result in improved project management and superintendence by Prime Contractors of their subcontractors and suppliers.
- Establish point of reference from which to evaluate improvement and revisit in two years.
- Decrease owners' cost to provide inspection and contract administration of projects where superintendence is less then sufficient.
- Recognize that ODOT disadvantages bidders who include full superintendence and management in their bids when we allow contractors to operate without superintendents.

ODOT / AGC Expectations of Prime Contractor:
- Every bid includes budget amounts for adequate and sufficient management and superintendence to comply with the spirit of the specifications, the specific needs of the project, and the multiple aspects of the contract work.
- The Prime Contractor is responsible for full management of all aspects of the work, including superintendence of subcontracted work.
- Understand that when a Prime Contractor is not in compliance with the Specifications as it relates to superintendence, the Agency may take appropriate action as outlined in the Standard Specifications, including but not limited to Suspension of Work, Breach of Contract, and Termination of Contract.

Examples of concerns this MOU is intended to improve:

- Superintendent not on Project and has not discussed absence with Project Manager.
- Superintendent is managing more than one project at a time, without discussion and agreement of the respective Project Manager
- Superintendent not paying attention to subcontractors work and/or is not familiar with subcontractor's work.
- Superintendent has not included subcontractors in schedule planning, does not provide current schedule and/or does not hold subcontractor to project schedule.
- Superintendent is not assuring that the subcontractors certified payrolls and other contract documentation are correct and submitted as required by contract, instead leaving this up to the Agency.
- Superintendent not assuring that the subcontractor is complying with erosion control plan and requirements, instead leaving this up to inspectors.
- Superintendent expects the Agency to assure subcontractor is doing the work correctly instead of actively overseeing the subcontractors work.
- Superintendent sends subcontractor to the Agency for answers rather than initially trying to work through the issues directly with the subcontractor.
- Superintendent is no longer on project after primes work is complete, even when subcontractors are still working on the project. This directly increases the Agency's costs since this often results in the inspector coordinating work.
- Superintendent of the day – superintendents change daily.
- Superintendent has no real authority to manage progress of the project
- Superintendent has not been given real authority to resolve project issues or make decisions
- Superintendent available by phone, not on project providing project management.
- Superintendent not qualified does not understand aspects of the subcontracted work.
- Superintendent not qualified, unable to proactively look ahead for all aspects of the work, unable to plan ahead and coordinate.

The PM 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 PM should resolve that with the Contractor's home office and may need to also involve the Region/BDU and 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 PM 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 PM 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 PM should take action to assure appropriate 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 until it has, as specified in 00180.40(b):

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; **and**
8. Assembled all 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 Project Manager (PM) before or within seven (7) Calendar Days after the Pre-Construction Conference.

As required by the Contract, the PM 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: Migratory Bird Treaty Act

* **All marked text updated October 2013**

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 PM believes it is essential, the PM 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 731-0338 [*See* Exhibit 11(A)] 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 PM of this participation and assist the PM in selecting a facilitator. The PM and the selected facilitator will work together to schedule a date for the orientation workshop. The workshop should occur before Work starts (or at least very 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, an electronic copy should be sent to the Construction Program Analyst to be placed in the Project's Contract Electronic Files.

11-2 PRE-CONSTRUCTION CONFERENCE ("Pre-Con")

The Contractor shall meet with the PM 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 PM and Contractor has established a date for the Pre-Con, the PM will send a Pre-Con letter describing the items to be discussed at the upcoming Pre-Con meeting. [*See* Exhibit 11(B)]. The PM will also incorporate any Project specific OCR Pre-Con requirements in the packet of information sent to the Contractor. [*Refer to 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 channels of communication.
- 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, etc.).
- Informing the Contractor of procedures for consent to subcontracts, progress payments, Change Orders, and adjustments of Contract Time.
- Identifying known problem areas, identifying procedures to resolve those potential problems, and establishing a process to resolve future problems in a timely fashion.

The PM must ensure that the Pre-Con is an effective meeting. For complex projects, it can be more 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.
- Retainage and Release of Retainage (see 00195.50).
- 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.

The above meetings are in addition to the general topics at the Pre-Con. Pre-work meetings may also be required before starting critical phases of a Project (such as major changes in traffic stages, HMAC paving, PCC paving, and steel fabrication).

If the PM and the Contractor are familiar with Agency requirements, the PM 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.
- PM, Assistant PM, Inspectors, QCCS, Contract Administration Specialist or/and office personnel responsible for processing documentation and payment.
- Region Environmental Coordinator.
- Office of Civil Rights representative.
- ODOT Local Agency Liaison (LAL, for local public agency Projects).

- FHWA (for Full Federal Oversight Projects).
- Affected Utility and Railroad representatives.
- Professional of Record (POR) and other design personnel.
- Public Information Officer.
- Labor Compliance Officer.
- Other appropriate personnel (Maintenance, other local government representatives, etc.).

The PM 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. Assure that the recording has good audio quality.

The PM must have an agenda for the Pre-Con and each smaller meeting, with a copy given to each attendee. [*See* Exhibit 11(C)] Topics addressed at the Pre-Con or other meeting(s) include:

- Identification of key personnel, channels of communication, and signature authority for Contract Change Orders.
- Project Work schedule (prepared, submitted, and updated by the Contractor).
- Utility involvement, relocation, and potential impacts, including the relation to the Contractor's schedule.
- Safety. The Agency has a standard questionnaire which the PM may require the Contractor to complete and submit at or before the Pre-Con. [*Refer to Chapter 17 – Safety*]
- Temporary Protection and Direction of Traffic. The Contractor must submit a Traffic Control Plan (*see* Section 00225).
- Erosion and Sediment Control Plan (*see* Section 00280).
- Pollution Control Plan (*see* 00290.30).
- Tourist-oriented directional (TOD) and business logo signs sketch map and protection plan (*see* 00225.05).
- Freight Mobility.
- Labor provisions and payrolls. The Contract Administration Unit's Labor Compliance Officer can assist with these elements for projects that have newer Contractors, consultants/Local Agencies not familiar with ODOT requirements, or multi-region (location) projects that are more difficult to establish project mid-point (or to determine appropriate prevailing wage rates).
- Workforce and Small Business Equity Programs (e.g. DBE, OJT/Apprenticeships, EEO).
- Quality control. Identify Material Sources. Identify manufactured products that will need inspection and identify the inspection processes.

- Material conformance documents (certifications, etc.). The Contractor is responsible for determining what is needed; however, assistance is available from the Project Manager or Contract Administration Unit.
- Process for submittal and review of Working Drawings and other submittals requiring review by the Agency.
- Contractor surveying.
- Progress payments, quantity measurements, and lump sum breakdowns.
- Procedure for measuring weight (tare weights, load summaries, check weights, etc.).
- Recording of Contract Time and Requests for Adjustment of Contract Time.
- First, Second, and Third Notifications, especially if the Contractor (or a Consultant or Local Agency on its Project) is not familiar with them.
- Pertinent Special Provisions for the Project.
- Known problem areas. Define the process to resolve these potential issues as well as a process for working through future problems.
- Disagreements, Disputes, and Claims. Discuss the required notice and the process for resolving disagreements and the timelines specified in the Contract.

The Contractor and PM 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 Contractors “look ahead” schedule.
- Information or work needed to allow progress on the job.
- Outstanding issues.
- Lines of communication.
- Showing appreciation for accomplishments by either party.

Also remember to have 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 all 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 all the construction phases.

(a) Tourist-Oriented Directional (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. Additional information on TOD and business logo signs (along with photo examples) can be found on the 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 PM should retain any hard copies of the Contractor-submitted map and narrative in the Project files.

There are three different submittal scenarios for the sketch map and narrative:

1. No TOD or business logo signs within the Project limits: the Contractor will submit one copy of the narrative stating that there are “no existing TOD or business logo signs within the Project limits”.
2. TOD or business logo signs within the Project limits, but not impacted in any way: the Contractor will provide one copy of a sketch map showing the location of all TOD or business logo signs (including direction and mile point) and one copy of the narrative stating “the signs will not be impacted by construction activities”.
3. TOD or business logo signs that will be impacted by construction activities: the Contractor will provide one copy of the sketch map showing the location of all TOD or business logo signs (including direction and mile point) and one copy of the narrative detailing how the signs will be kept in service throughout the life of the Contract.

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

The PM will assess liquidated damages in the amount of $200 per day for each sign out of service for more than five Calendar Days, as specified in 00170.82(c), 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 PM 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 PM, 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 PM 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 PM before the Pre-Con.

*** All marked text updated October 2013**

- 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 PM 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/Bridge Delivery Unit (BDU) Public Information Coordinator.
- Analyze possible delays to the Project Work.
- Review each schedule update to be aware of changes, potential delays, and upcoming Work. This will assist the PM in determining if any 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.)
- Determine if Work should not start (should the initial schedule not be submitted) or if withholding the progress payment is necessary (should the Contractor fail to submit the schedule update as required).
- Review the schedule to assure it shows all Work will be accomplished within the Contract Time requirements, does not violate any of the Contract restrictions, and depicts realistic performance of the Work.
- Look for errors or oversights in the logic for the Project Work schedule. Address any concerns with the Contractor.

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

The PM 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 (TCP)

The Contractor must submit a written 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, it must provide stamped working drawings (*see* 00150.35). The PM 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 approved by the PM.

The PM 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 (ESCP)

The required Erosion and Sediment Control Plan (ESCP) (discussed in 00280.02) establishes the minimum requirements for all Project construction sites and conditions on Agency-controlled lands. The Contractor must submit signed copies of the following elements to the PM 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). More information can be found at : http://www.deq.state.or.us/wq/wqpermit/docs/general/npdes1200ca/permit.pdf.
- A narrative as described in the Storm Water Discharge Permit (1200-CA) and the Agency Erosion Control Manual, which is available online at: http://www.oregon.gov/ODOT/HWY/GEOENVIRONMENTAL/docs/Erosion_Control_Manual_nav.pdf.
- 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 PM must approve the ESCP before the Contractor may commence any site activities that have potential to cause erosion or sediment movement. The Contractor

---

*** All marked text updated October 2013**

must keep a copy of the approved ESCP with any updated changes on-site during all construction activities.

If the ESCP is not providing the desired results, 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 PM must address compliance with permit requirements. This includes elements of the ESCP. [*Refer to Chapter 34 - Contractor Performance Evaluation*]

11-7 POLLUTION CONTROL PLAN (PCP)

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 PM, or may prepare the PCP in its own format, as long as all required information in 00290.30(b) is included. The PM should contact the ODOT Geo-Environmental Section to obtain the latest version of the PCP template:

http://www.oregon.gov/ODOT/HWY/GEOENVIRONMENTAL/contact_us.shtml.

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

If the PCP is not achieving the desired results, 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 PM 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, as long as all required information in Special Provision 00290.36(c) is included.

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

The PM must review and approve the migratory bird protection plan before the Contractor may commence Work.

*** All marked text updated October 2013**

Oregon Department of Transportation

Cooperative Arrangement Request

For more information regarding the Cooperative Arrangement, refer to the 2008 Oregon Standard Specifications for Highway Construction, Volume 1 (General Conditions), subsection 00150.05 (click here to link).

◯ I do want to enter into a Cooperative Arrangement for the following project.

◯ I do NOT want to enter into a Cooperative Arrangement for the following project.

Section _____ Contract Number _____

Prime Contractor _____

Name _____ Date _____

Position _____

Signature (if not submitted by e-mail) _____

E-mail _____ Phone Number _____

If you have additional questions, please contact Lori Butler, ODOT Construction Section, at (503) 986-3007. Please return this form by fax to Lori at (503) 986-3096. You may also access this form electronically at our Construction Forms webpage. The electronic version will allow you to submit the form electronically.

You may also mail it to her at:

Oregon Department of Transportation
Construction Section
Attention: Lori Butler
800 Airport Road SE
Salem, OR 97301

For ODOT Use Only

Date Received	Date Processed	Project Manager	Partnering Selected	Date Workshop Held
			◯ Yes (formal) ◯ Yes (informal)	

731-0338 (08-2011) http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/HwyConstForms1.shtml 1 of 1

Oregon

John A. Kitzhaber, MD, Governor

Department of Transportation
Construction Section
Contract Administration Unit
800 Airport Road
Salem, Oregon 97301
Phone: (503) 986-3800
Fax: (503) 986-4378

November 7, 2013

Prime Construction Company
123 Business Street
Centerville, OR 99999

RE: Project: *CONSTRUCTION MANUAL EXAMPLE*
Main Highway
Contract No. C12345
PRECONSTRUCTION CONFERENCE

In order to make the best use of time at the Preconstruction Conference for the subject project, which is scheduled to be held on November 13, 2013, the following items will be addressed in this letter.

This is a Federal-Aid project. The required Contract provisions for Federal-Aid construction contracts are included within the Special Provisions. Weekly certified payrolls must be submitted by the Prime Contractor and their Subcontractors. This will be one of the items tracked, and pay estimates may be withheld if payrolls are delinquent.

The On-Site workforce Equal Employment Program (EEO), On-the-Job-Training/Apprenticeship (OJT) and Disadvantaged Business Enterprise (DBE) Goal requirements will be addressed in a separate letter attached.

Prime Construction Company's own organization shall perform not less than 30% of the Contract Work as awarded. Request for subcontract consent must be received, and approved by the Project Manager prior to the beginning of work by the Subcontractor.

All Contract work is to be completed on or before December 11, 2014. A notice of any delay, regardless of cause or fault that will delay project completion must be submitted within seven (7) Calendar Days of when the delay is known or should have been known.

The Standard Specifications Section 00180.80 provide for adjustment of Contract Time under certain restrictive conditions. Please submit requests for an adjustment of Contract Time as soon as possible after a delay, but no later than 45 Calendar Days after Second Notification is issued. A Contractor's Request for Adjustment of Contract Time (Form 734-3320), Consent of Surety (for requests over 30 Calendar Days), and supporting information must be submitted explaining the cause of each delay and the amount of Contract Time requested.

The process for resolving disagreements and claims is contained in Section 00199. The process consists of three (3) steps, each of which is mandatory in the sequence:

- STEP 1: Discuss disagreements or disputes with the Project Manager and attempt to resolve them. If resolution is not achieved, move to step 2.
- STEP 2: Give notice of protest of the Project Manager's decisions before starting or continuing the Work under dispute. Follow this notice promptly with a detailed written notice of protest. The Project Manager will review the notice and respond to all properly filed protests. If resolution is not achieved at step 2, move to step 3.
- STEP 3: A claim is filed. (*Refer to Section 00199.30*).

The intent is to resolve any disagreements early, and at the lowest administrative level possible. For those disagreements that become claims, sufficient supporting data is required to enable a third party to fairly judge the merits of the claim.

Notify this office as soon as possible of all proposed Materials Sources, including steel or other fabricators. The Agency must verify that a source is qualified for use and assure inspection of fabricated items. Questions involving field-tested Aggregates, concrete, and asphalt for this project should be directed to Rocky Little, Quality Control Compliance Specialist, at (503) 986-1234.

Material certifications and Certificates of Material Origin forms are required to be submitted prior to incorporation of the Materials into the project. This office maintains a program of strict compliance with the Non-Field Tested Materials Acceptance Guide. This guide specifies the acceptance documents to be furnished by the Contractor for Materials not subject to field testing. Please contact Dottie Small, Quality/Quantity Coordinator at (503) 986-2345, if you have any questions regarding material compliance requirements.

The pay period for this project ends on the last day of each month. Weekly certified payrolls for Prime Construction Company and all Subcontractors, along with updated monthly project schedules, must be received in this office no later than the last day of each month, or the pay estimate may be withheld. If you wish to receive a copy of your pay estimate, please notify the project Inspector and one will be provided to you.

Requests for Materials on Hand (MOH) must be submitted to this office at least five (5) Calendar Days prior to the pay period cutoff date as required by 00195.60(a)(1). Requests received late will not be processed until the following month. The MOH request must include all required Material documentation, certifications, and the Certificate of Materials Origin form (if required). Verification of payment to Materials suppliers is required to be submitted within 30 Calendar Days of the progress payment on which the advance was made. If proof of payment is not provided, the advanced monies will be deducted from the next progress pay estimate.

Prime Construction Company is required to submit the following documents and plans **prior** to the Preconstruction Conference:

- Project Work Schedule (*per 00180.41(a)(1))* – 10 Calendar Days prior
- Erosion and Sediment Control Plan *(per Section 00280)* - 10 Calendar Days prior
- Pollution Control Plan (*per 00290.30*) - 10 Calendar Days prior
- Traffic Control Plan (*per 00225.05*) – Five (5) Calendar Days prior

The following information is required to be submitted by Prime Construction Company at the Preconstruction Conference:

- A completed Safety Questionnaire (attached)
- Lump Sum Breakdown for all lump sum bid items
- Training Program (Form 731-0335)
- DBE Workplan Proposals (Form 734-2165A)
- List of Material Sources

Prime Construction Company is required to submit the following documents **after** the Preconstruction Conference:

- Steel Escalation/De-Escalation Participation Notice – Seven (7) Calendar Days after

If you have any questions regarding this information, please feel free to contact me.

Regards,

Rhoda Head
ODOT Project Manager
OCR Pre-Con Requirements
Enclosures

PRECONSTRUCTION CONFERENCE AGENDA

Project: *CONSTRUCTION MANUAL EXAMPLE*
Contract No. 12345
November 12, 2013

This meeting is being recorded

I. INTRODUCTIONS

A. Prime Contractor: Prime Construction Company
123 Business Street
Centerville, OR 99999

Project Superintendent: _____
Office Phone: _____
FAX Number: _____
Cell Phone: _____
Pager: _____

B. Oregon Department of Transportation
Rhoda Head, ODOT Project Manager
2001 ODOT Way, Building B
Salem, OR 99999

Office Phone: (503) 986-3456
FAX Number: (503) 986-4567

Key ODOT Staff Assigned to This Project:

Name	Phone	Cell
Rhoda Head, PM	(503) 986-0123	(503) 986-0234
Rod Lenker, Asst PM	(503) 986-0345	(503) 931-0245
Phil Dirt, Inspector	(503) 986-8273	(503) 971-0823
Dee Tour, Inspector	(503) 986-3827	(503) 430-0497
Rocky Little, Materials Coord.	(503) 986-1234	N/A
Dottie Small, Quality/Quantity	(503) 986-2345	N/A

II. UTILITIES

A. Review Utility requirements in Section 00150.50.
B. Review Contractor's schedule.

III. LABOR COMPLIANCE

A. Labor Compliance

1. Davis-Bacon or BOLI Prevailing Wage Rates
2. Condition for payment

IV. CIVIL RIGHTS PROGRAMS

A. DBE / EEO

1. DBE WorkPlan Proposals
2. DBE Subcontract requirements

B. On-The-Job Training (OJT) / Apprenticeship

1. Assigned Goal of 9%
2. Training Programs submitted

C. Subcontracting

V. SAFETY

A. Project Manager's role in monitoring the safety of the Contractor's operations.

B. Discussion of specific safety requirements.

C. Temporary protection and direction of traffic.

1. Traffic Control Plan
2. Lane Restrictions per Section 00220.40:

    - All lanes open MP 26.64 – 30.4 from 3:30 pm – 6:00 pm Monday to Thursday during the month of August
    - All lanes open 12:00 noon Friday – 12:00 midnight Sunday
    - All lanes open 12:00 noon on the day preceding legal holidays or holiday weekends to 12:00 midnight on legal holidays, or the last day of holiday weekends
    - All lanes open 12:00 noon on Friday, July 10, 2013 to 12:00 midnight on Sunday, July 12, 2013 for the Sports Holiday and Sugar Town Rodeo
    - All lanes open 12:00 noon on Thursday, August 6, 2012 to 12:00 midnight on Sunday, August 9, 2013 for the Annual Oregon Jamboree
    - Liquidated damages of $400/10 minutes

3. City street closures are subject to City approval
4. Bikeways are to remain clean and clear per 00220.60(a-1)
5. On-street parking requires a 21-day notice to City and 2-day notice to businesses

D. Safety Questionnaire

VI. QUALITY ASSURANCE

A. Certifications required prior to materials installation

B. Certificate of Materials Origin (Buy America requirements)

C. Quality / Quantity sheets

D. Lump sum breakdowns

E. Field-tested items to be coordinated with Rocky Little, QCCS

F. QC/QA Project

G. QA Preconstruction Conference to be held separately

H. Certifications for all labs, equipment, technicians, nuclear gauges (must be calibrated on Region blocks)

I. List of Material Sources

VII. PROSECUTION AND PROGRESS

A. Subsection 00150.65 – Construction information group

B. Downtown work restrictions – All work to be performed at night 6:00 pm – 6:00 am

C. Project Work Schedule – condition for payment

1. Contract Completion Dates:

(a). August 28, 2013 for all Work except for AC wearing course, permanent striping and permanent traffic signals. Liquidated damages = $1000/day

(b) September 30, 2013 for all Work, including traffic loops, but not permanent traffic signals. Liquidated damages = $1000/day

(c) December 11, 2013 for all Contract Work. Liquidated Damages = $1300/day

D. Erosion Control Plan

E. Pollution Control Plan

F. Progress Payments

1. Cut-off date = last day of each month
2. MOH requests due by 25th of each month

G. Bid item review

*CHAPTER 12 – PROJECT RECORDS

The Project Manager (PM) 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 properly 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.
- Work products.
- 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.

*** All marked text updated October 2013**

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 appropriately compensated for the Work completed;
- Record events and happenings on the Project or that involved the Project; and
- Justify that Project costs are properly reimbursable with Federal or other funds

The Project Records must be maintained in such a manner that anyone can review the documentation and clearly understand 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 PM and the Project staff must become familiar with conditions pertaining to all Pay Items and quality requirements, which are included in the Project Plans and Specifications. They 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 that makes documents easy to find. Contact the Region Assurance Specialist (RAS) or the Contract Administration Unit (CAU) for further guidance.

An efficient means of organizing and tracking the Project quality and quantity documentation is to use binders and notebooks that are divided by bid item or Pay Item. As the appropriate quality documentation is received, enter the information into the Test Summaries and place the documents in the quality notebook. [*Refer to Chapter 12B – Quality*] As the quantity documentation is received, check the calculations, enter the payment information into the Contract Payments System (CPS), and place the documents in the quantity notebooks.

Contact the RAS or the CAU for support or guidance in setting up Project files. 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

*** All marked text updated October 2013**

Contractor, attorneys, and anyone else 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 requestor 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.

The ODOT Records Manual specifies the procedure for providing access to or copies of public records and the charges for doing that. The manual is available on the ODOT Records Management website at:

http://intranet.odot.state.or.us/ssb/BSS/rim.htm.

The ODOT Records Officer has also developed a "Helpful Hints" document for responding to public records requests which is also posted on the Records Management website at:

http://intranet.odot.state.or.us/ssb/bss/rmds/records_hints.pdf.

If a public records request is received, it must be processed according to the procedure outlined in the ODOT Records Manual. The Agency **cannot** waive or reduce any fees over $13, or time required for processing the request over 15 minutes. The fee schedule for employee time, copies and delivery costs, which are stipulated in OAR 731-001-0025, include, but are not limited to:

- Beginning on the 16th minute, employee labor charge for researching, locating, compiling, editing or otherwise processing information and records is $25/hour or $6.25/quarter hour.
- The actual cost for delivery of records such as postage or courier fees.
- $5.00 for each true copy certification.
- $0.25 per page for photocopies.
- $5.00 for the first page and $1.00 for each additional page, limited to a 20-page maximum, not including the cover page.
- Actual cost for use of material and equipment for producing copies of non-standard records.
- $5.00 each for CD's.

The person processing the public records request should refer to the ODOT Records Manual and OAR 731-001-0025 for guidance.

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 all other Project Records, is submitted to the State Archives to be archived for the applicable retention period. The records retention period is defined in the Special Records Retention Schedules for program and administrative records which are unique to ODOT.

For more information on the ODOT records retention schedule, contact the CAU, and visit the Oregon State Archives record management special schedule at:

http://bluebook.state.or.us/state/executive/Transportation_Dept/transportationsched.htm.

The PM and Region Manager must retain all Project Records not submitted to the Construction Section for the retention period identified in the Special Records Retention Schedule.

*CHAPTER 12A – DAILY REPORTS / DIARIES

Day–to-day records of Project activity and progress are extremely important. The Project Manager (PM) is responsible for ensuring Project Records are kept, and that they are 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-1: Project Manager's Diary, form 734-3120
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 and examples are available on the Construction Section Website at:

http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms1.aspx

12A-1 *GENERAL DAILY PROGRESS REPORT /PROJECT MANAGER'S DIARY

All personnel associated with the Project (*Inspector, Asst. PM, Project Coordinator, QCCS, etc*.) must use the General Daily Progress Report form 734-3474. If additional information is deemed necessary the Project Manager's Diary, form 734-3120 may be used to record Project activities and events. The Structure Coating Daily Progress Report, form 734-1789 may be used for structural coating work. The PM must ensure that all appropriate information for a Project is recorded on a daily basis.

If the PM uses form 734-3474 or 734-1789 (Daily) as well as form 734-3120 (Diary), 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 days 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.

* **All marked text updated January 2017**

On large Projects, each Inspector assigned to a major operation must keep a separate General Daily Progress Report or diary. The PM 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 significant changes or problems with traffic control and devices.
- Significant communications with the Contractor, especially those pertaining to Work schedule, Work methods, Materials, or payment.
- Orders and directives given the Contractor. The PM must also send a memo or letter to confirm significant verbal instructions or agreements.
- References to significant 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 (from Contractor's schedule) and actual Work activities. Explain differences.
- Significant 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 diaries and 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 and Project Manager Diaries with the final Project documentation. Arrange the reports in chronological order and assemble them into pads. [*Refer to Chapter 37 – Submittal of Final Project Documentation*]

The PM 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 00225.32 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 PM 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 00225.60 and 00225.90(a)(2), 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.

Once submitted, the PM or designated representative will sign form 734-2474 and note the information on the General Daily Progress Report form 734-3474.

The PM must review the Traffic Control Inspection Reports to ensure that traffic control is properly performed and maintained. An ODOT Inspector signature line is located at the bottom of the form to ensure the content and frequency is acceptable. All problems that are identified must be immediately resolved by the Contractor.

The PM will submit the original Traffic Control Inspection Report, form 734-2474, with the final Project documentation. Arrange the reports in chronological order and bind them into pads. [*Refer to Chapter 37 – Submittal of Final Project Documentation*]

12A-3 EROSION CONTROL MONITORING (NPDES REPORTS)

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 PM must:

- Work closely with the Contractor when modifications are made to the ESCP or the erosion/sediment control devices.
- Periodically and after significant weather events, inspect the erosion control devices are in place, operating properly, and maintained throughout the Project.
- 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 (i.e. missing erosion control monitoring reports and deviations from the ESCP, etc.)
- If a discrepancy or an issue arises on the Project, contact the Region Environmental Coordinator.

The minimum monitoring requirements for all Projects include:

- Inspect all erosion control facilities at least once every seven (7) Calendar Days for active sites and every 14 Calendar Days for inactive sites.
- Inspect within 24 hours after more than 0.5 inches of rain within a 24 hour period.
- When directed by the Engineer.

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. Arrange the reports in chronological order and assemble them into pads. [*Refer to Chapter 37 – Submittal of Final Project Documentation*]

12A-4 TURBIDITY MONITORING AND REPORTING ("In-water Work")

The ODOT Technical Bulletin GE09-03(B) defines the turbidity monitory 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 PM must ensure that all 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 all times. Failure to monitor and present the monitoring reports when requested by the appropriate agencies constitutes a violation of the 404-Permit and/or 1200-CA permit. This may result in enforcement action against the Contractor which may include civil penalties for each day of violation.

After construction is complete, submit the original Turbidity Monitoring Report forms with the final Project documentation. Arrange the reports in chronological order and assemble them into pads. [*Refer to Chapter 37 – Submittal of Final Project Documentation*]

The ODOT Geo-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 travelling public or a pedestrian occurs within the limits of a construction Project, the PM or Inspector must investigate the accident to:

1. Ensure that the traffic control was and is operating adequately and properly. If the traffic control needs to be modified, the PM or Inspector must ensure that it is done immediately by the Contractor.

2. 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.

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 Project Manager (PM) must assure that the Materials incorporated and Work performed by the Contractor is in close conformance with Contract requirements.

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

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

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:

* **All marked text updated January 2017**

- 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 734-1902-A or B (or BQA) 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 PM 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 PM 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.

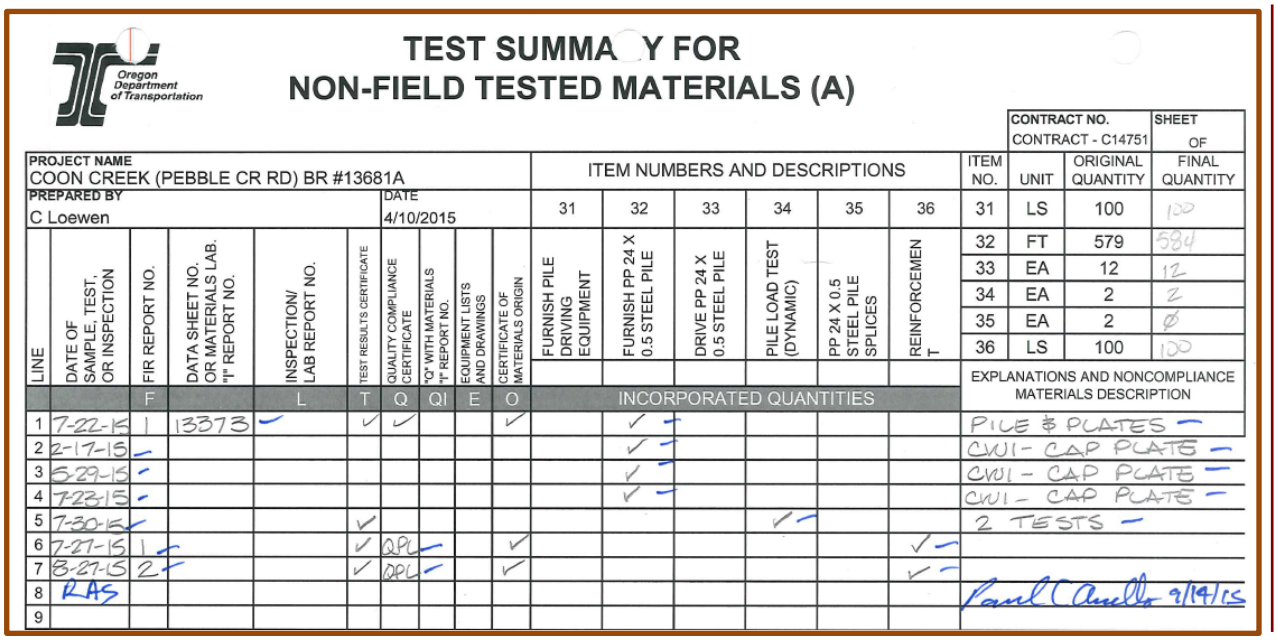
The PM must assure that **all** Project documentation is continuously and currently maintained throughout the life of the Project.

12B-1 NONFIELD-TESTED MATERIALS

The PM 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 PM 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:



Oregon Department of Transportation

TEST SUMMA Y FOR NON-FIELD TESTED MATERIALS (A)

CONTRACT NO. CONTRACT - C14751 | SHEET OF

PROJECT NAME: COON CREEK (PEBBLE CR RD) BR #13681A
PREPARED BY: C Loewen
DATE: 4/10/2015

ITEM NO.	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY
31	LS	100	100
32	FT	579	584
33	EA	12	12
34	EA	2	2
35	EA	2	Ø
36	LS	100	100

LINE	DATE OF SAMPLE, TEST, OR INSPECTION	FIR REPORT NO.	DATA SHEET NO. OR MATERIALS LAB. "I" REPORT NO.	INSPECTION/ LAB REPORT NO.	TEST RESULTS CERTIFICATE	QUALITY COMPLIANCE CERTIFICATE	"O" WITH MATERIALS "I" REPORT NO.	EQUIPMENT LISTS AND DRAWINGS	CERTIFICATE OF MATERIALS ORIGIN	31 FURNISH PILE DRIVING EQUIPMENT	32 FURNISH PP 24 X 0.5 STEEL PILE	33 DRIVE PP 24 X 0.5 STEEL PILE	34 PILE LOAD TEST (DYNAMIC)	35 PP 24 X 0.5 STEEL PILE SPLICES	36 REINFORCEMENT	EXPLANATIONS AND NONCOMPLIANCE MATERIALS DESCRIPTION
		F		L	T	Q	QI	E	O	INCORPORATED QUANTITIES						
1	7-22-15	1	13373	✓	✓	✓			✓		✓					PILE & PLATES
2	2-17-15										✓					CWI - CAP PLATE
3	5-29-15										✓					CWI - CAP PLATE
4	7-23-15										✓					CWI - CAP PLATE
5	7-30-15				✓								✓			2 TESTS
6	7-27-15	1			✓	QPL			✓						✓	
7	8-27-15	2			✓	QPL			✓						✓	
8	RAS															Paul C Anello 9/19/15
9																

Compile all nonfield-tested Material quality documentation in pads that have tabs separating the required documentation by Bid item.

(a) Nonfield-tested Material Quality Documentation

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

1. FIR - Field Inspection Report, form 734-3469. Examples of when this form is used are when materials are visually verified or when other supporting quality documentation is required.

OREGON DEPARTMENT OF TRANSPORTATION

FIELD INSPECTION REPORT

REPORT NO. 4	FOR BID ITEM NO. 830
ECT NAME (SECTION) 138E Corridor Solutions (Roseburg)	CONTRACT NO. 14808
HIGHWAY North Umpqua	F.A. PROJECT NO. STP-S138(010)
PROJECT MANAGER Ted A. Paselk, P.E.	

REASON FOR THIS REPORT: ☑ INSPECTION OF MATERIAL ☐ MATERIALS ON HAND ☐ OTHER (EXPLAIN)

MATERIALS DELIVERED FOR PROJECT

TYPE OF MATERIAL: Combination Bridge Rail,			DATE DELIVERED: Thru 6/30/2016
SOURCE OF MATERIAL (MANUFACTURER OR FABRICATOR): USG, Scott, Portland Bolt, vulcan, unytite, Rodgers,		DELIVERED TO (NAME OF CONTRACTOR/SUBCONTRACTOR): Carter and Company	
QUANTITY DELIVERED: 16% 11262 #	UNIT: L.S. POUNDS	QUANTITY APPROVED: 16% 11262#	QUANTITY REJECTED (EXPLAIN): 0
TOTAL APPROVED TO DATE: 11262# 16%	ESTIMATED TOTAL REQUIRED: 11262# 100%	SAMPLE DATA SHEET NO. FOR SAMPLE SENT TO MATERIALS LAB FOR TESTS	

SUPPORTING DATA

- ☑ MATERIALS INSPECTION LABORATORY REPORT NO. I- 13711 TEST _____ LABORATORY REPORT NO. 16-001521/1586
- ☐ MATERIALS LABORATORY INSPECTION LABEL OR MARK.
- ☑ TEST RESULTS CERTIFICATE
- ☑ QUALITY COMPLIANCE CERTIFICATE
- ☐ QPL ITEM
- ☑ CONFORMANCE TO EQUIPMENT LIST AND DRAWINGS (EXPLAIN)
- ☑ CERTIFICATE OF MATERIAL ORIGIN FOR PERMANENTLY INCORPORATED IRON OR STEEL MATERIALS AND THEIR COATINGS ON FEDERAL AID PROJECTS
- ☑ FIELD TESTS OR OBSERVATIONS (EXPLAIN)

REMARKS AND EXPLANATIONS, MATERIALS DESCRIPTIONS, DATES OF MANUFACTURE, HEAT AND LOT NOS. DAMAGED OR SUBSTANDARD MATERIALS, REASONS FOR REJECTION AND DISPOSITION OF REJECTED MATERIALS.

Pay for length complete and estimate withheld for remaining work. Anchor rods previously paid with MOH 1-3. All docs on file. GR 105 Anchor rods (per RFI 49 and CCO) installed at max spacing as detailed, 2 foot o.c. front 1" , 4 foot o.c. back 5/8", in core drilled holes. spacing adjusted to miss existing deck reinforcement and CFRP deck strengthening rods. Extra rods at joints installed per plan. All reinforcement installed per approved shop drawings 118.10 dated 6/17/16 and standard drawing RD 220 / 223.
Attached Submittal #132 for BI 830 reinforcment certs dated 07/08/16. bar makrkings Are cascade GR60, Number 4. C4S60 formliner installed as shown and previously approved with test panel and submittal 107. paint to follow. 00542.11. Pattern 162C Brush Hammer #3 from scot systems, Inc. ✓ QPL REBAR

Remaining work: finish and paint, top tube steel installation, thus percentage of length completed shown for payment.

Patrick Gage 7/11/2016 ✓ 7/12/16
LINE 6 NFES
"A" SHEETS.

WHERE INSPECTED	DATE	INSPECTOR SIGNATURE	CERT NO.
Onsite, Oak Bridge #076016A	6/30/2016		44394

734-3469 (1-2007) Construction Forms Website: http://www.oregon.gov/ODOT/Hwy/Construction/ConstForms1.shtml

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.

QPL Search

Construction Home

QPL Home

Do fresh search

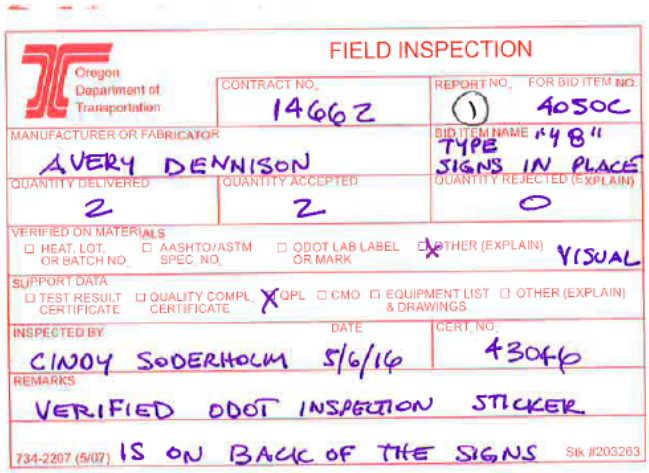
Results of Search for Qualified Products

You may "drill down" to retrieve more information about a single record by clicking on the "Yes!" next to a row:

More?	Spec No.	Product Name	Category	Manufacturer
Yes!	02910.20	AVERY DENNISON T-6500	SIGN SHEETING - TYPE IV	AVERY DENNISON 800/327-5917

Version 1.0.3 May 14, 2010
Content maintained by Dean Chess | For programming, contact ODOT Computer Support

Oregon Department of Transportation
355 Capitol St. NE
Salem OR 97301-3871


FIELD INSPECTION
Oregon Department of Transportation
CONTRACT NO. 14662
REPORT NO. 1
FOR BID ITEM NO. 4050C
MANUFACTURER OR FABRICATOR AVERY DENNISON
BID ITEM NAME TYPE "48" SIGNS IN PLACE
QUANTITY DELIVERED 2
QUANTITY ACCEPTED 2
QUANTITY REJECTED (EXPLAIN) 0
VERIFIED ON MATERIALS
☐ HEAT, LOT, OR BATCH NO. ☐ AASHTO/ASTM SPEC. NO. ☐ ODOT LAB LABEL OR MARK X OTHER (EXPLAIN) VISUAL
SUPPORT DATA
☐ TEST RESULT CERTIFICATE ☐ QUALITY COMPL. CERTIFICATE X QPL ☐ CMO ☐ EQUIPMENT LIST & DRAWINGS ☐ OTHER (EXPLAIN)
INSPECTED BY CINDY SODERHOLM
DATE 5/6/16
CERT. NO. 43046
REMARKS VERIFIED ODOT INSPECTION STICKER IS ON BACK OF THE SIGNS
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.

NATIONAL CONCRETE MASONRY ASSOCIATION
Sustainable Concrete Products for Structures and Hardscapes

13750 Sunrise Valley Drive
Herndon, VA 20171-4662
703.713.1900
Fax: 703.713.1910
www.ncma.org

ASTM C1714/C1714M-13 Test Report
Preblended Dry Mortar Mix for Unit Masonry

Job No.: 13-396-1A
Report Date: 9/5/2013

Client: BASF Construction Chemicals
Address: 23700 Chagrin Blvd
Beachwood, OH 44122

Testing Agency: National Concrete Masonry Association
Research and Development Laboratory
Address: 13750 Sunrise Valley Drive
Herndon, VA 20171-4662

Material Description: Type S Preblended Masonry Mortar
Mark "Rheopel Plus D"

Sampling Party: BASF Construction Chemicals

Date Materials Received: 7/1/2013

Summary of Test Results

Tested Property	Specified Values	Tested Values	
Compressive Strength, 7 Day	-----	2340	psi
Compressive Strength, 28 Day	1800 psi min	2610	psi
Air Content	12% max	6.8	%
Water Retention	75% min	95	%

Detailed Results

Batch Information (C270-12a)

Material	Material Amount	
Preblended Dry Materials	3000.0	g
Water Added to Mix	540.0	mL

Date Mixed: 7/26/2013

Air Calculation (C91/C91M-12)

400 mL Brass Cup, full:	1528.3 g
Tare Weight of brass cup:	736.4 g
Weight of 400 mL Mortar:	791.9 g
Density of mortar, D:	2.12 g/mL
Air Content:	**6.8 %**

Note: Density of preblended materials provided by client.

Water Retention (C1506-09)

Initial Flow:	105	%
Flow After Suction:	100	%
Water Retention:	**95**	%

2-inch Cube Compressive Strength (C109/C109M-12)

Cube Age: 7 Days
Date Tested: 8/2/2013

Cube Number	Cube Weight (g)	Load (lb)	Compressive Strength (psi)
1	267.0	9290	2320
2	267.0	9560	2390
3	268.1	9240	2310
Average	267.4	9360	**2340**

Cube Age: 28 Days
Date Tested: 8/23/2013

Cube Number	Cube Weight (g)	Load (lb)	Compressive Strength (psi)
1	268.0	10640	2660
2	266.9	9070	2270
3	268.3	11550	2890
Average	267.7	10420	**2610**

NOTE: The tested materials comply with the compressive strength, air content, and water retention requirements of ASTM C1714/C1714M-13.

Nicholas R. Lang
Manager, Research & Development Laboratory

Form TR-C1714-01
Revised 2/13/2013

Page 1 of 1

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.

ZUMAR
SINCE 1947

May 21, 2015

Baker Rock Resources
21880 SW Farmington Road
Beaverton, OR 97007

Re: Certificate of Compliance for Sq. Tube Sign Supports (Item 210)
OSHD Contract Number: 14795
District 8 Rumble Strips & Warning Signs
Zumar Work Order Number: 172668

This certifies that the following quantities of perforated square tubing manufactured and supplied by Ulti-Mate Highway Products (California) complies with Oregon Department of Transportation specifications set forth in section 930. The sign supports were, QPL product number 1613, manufactured, tested, and inspected according to ASTM standards A517-07 and galvanized conforming to ASTM specification A653 G140. Material produced in the United States.

Description	Quantity (ea.)
2" x 2" x 12' 12GA Perforated Sign Post	46
2" x 2" x 13' 12GA Perforated Sign Post	172

Sincerely,

David Shaw
Estimator
Zumar Industries, Inc. (WA)

ARIZONA
7833 N. 106th Avenue
Glendale, AZ 85307
phone: 623-931-7446
fax: 623-877-7446

CALIFORNIA
9719 Santa Fe Springs Road
Santa Fe Springs, CA 90670
phone: 562-941-4633
toll-free: 800-654-7446
fax: 562-941-4643

WASHINGTON
12015 Steele Street South
Tacoma, WA 98448
phone: 253-536-7740
toll-free: 800-426-7967
fax: 253-536-8680

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 - 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 PM office will complete the bottom portion of the report after inspecting the Materials delivered to the Project.

INSPECTION REPORT

Materials Laboratory, 800 Airport Road SE, Salem OR 97301

Project Name: FFO - OR138E: Corridor Solutions (Roseburg)		Inspection No. 13711
Highway: North Umpqua Highway	County: Douglas	Contract No. C14808
Contractor: Carter & Company, Inc.	FA Project No. STP-S138(010)	Expenditure Account CON03685
Project Manager: Ted Paselk	Reported By: Sabel, Jim	Date Distributed: JUN 1 4 2016
Shipment Of: galv 1" x 37 1/4" F1554 Gr 105 ATR and hardware	Shipping Point: Portland OR	Destination: Jobsite
Consigned To: Carter & Company, Inc.	Specification: ASTM F1554 Gr 105	Bid Item No. 830
Inspected At: Portland Bolt & Manufacturing Co. Inc.	Inspected By: Sabel, Jim	Date Inspected: 6-7-16
Report No.	Quantity Represented: 790 ea	Quantity Previously Reported / Total Quantity Reported

Quantity	Unit	Description	Bid Item No.	Comments
790	ea	1 x 37 1/4" galv F1554 Gr 105 ATR all thread rod	830	Lab # 16 - 001586
3160	ea	1" galv A563DH hvy hex nuts		
1580	ea	1" galv F436 washers		

Test Results Certificates and Certificate of Materials Origin are on file. 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
agged for ID

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
☐ SAMPLE NUMBER. ☐ ODOT TAG MARK
☐ AASHTO/ASTM MARK ☐ OTHER (EXPLAIN BELOW

INSPECTED BY | DATE

REMARKS

DISTRIBUTION: Files Portland Materials Lab Ted Paselk Carter & Company, Inc.

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

ntract No.: C14808 EA No.: CON03685 Lab No.: 16-001586
oject: FFO-OR138E: CORRIDOR SOLUTIONS (ROSEBURG)
Highway: NORTH UMPQUA County: DOUGLAS Data Sheet No.: F40861 529
Contractor: CARTER & COMPANY INC FA No.: STP-S138(010)
Project Manager: TED PASELK Org Unit: 3830 Bid Item No.: 830
Submitted By: JIM SABEL Org Unit: 7865 Sample No.:
Material Source: KING STEEL Qty Represented: 790
Sampled At: PORTLAND BOLT Sampled By: Witnessed By:
DATE-Sampled: 16/ 6/ 8 Received: 16/ 6/ 9 Tested: 16/ 6/ 9 Reported: 16/ 6/10
Type of Test: Compliance Use: 1" X 37 1/4" ALL THREAD

F1554 G105 TEST REPORT

Description : ALL THREAD ROD
Manufacturer : KING STEEL
Heat No. : NF16100735
Lot No. :
Size (in) : 1.00
Coating : Zinc
Material Type : F1554 G105
Specification :

Specimen No. : 1

Dimension Check : OK
Test Area (in2) : 0.6060

Yield Load (lb) : 77,351
Yield Strength (psi) : 127,600
Tensile Load (lb) : 83,794
Tensile Strength (psi) : 138,300

Elongation in (%) :
Reduction in Area (%) :

M961X =$ 88. TOTAL CHARGES: $ 0.00

REMARKS:
Material represented by sample DOES comply with specifications.

*

KEVIN BROPHY - LABORATORY SERVICES MANAGER

REPORT SHALL NOT BE REPRODUCED, EXCEPT IN FULL, WITHOUT WRITTEN APPROVAL OF THIS LABORATORY.

ILES ; PROJ MGR: TED PASELK ; CARTER & COMPANY INC ; KELLY ATTERBURY-QCCS ; PORTLAND BOLT ; REG 3 QAC
; PORTLAND MATERIALS ; PHYSICAL TESTING ;

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.

OREGON DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF MATERIALS ORIGIN

JECT NAME (SECTION) Westport Ferry Landing Replacement (Clatsop)	CONTRACT NO. 14741
BID ITEM NO. 40	BID ITEM NAME REINFORCED PILE TIPS

DOMESTIC MATERIALS SOURCE (NAME AND ADDRESS)

Vancouver Iron & Steel, Inc
1200 West 13th Street
Vancouver, WA 98660

DOMESTIC MATERIALS DESCRIPTION

18" Conical Points

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

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.

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 under Oregon and Federal laws that the foregoing is true and correct.

AUTHORIZED REPRESENTATIVE*

NAME: David Ozolin
TITLE: Sales Representative
SIGNATURE:
ATE: 2/26/2015

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

COMPANY* NAME AND ADDRESS:

Skyline Steel LLC
301 54th Ave E #100
Fife, WA 98424

*May be Contractor, Sub-Contractor or supplier

734-2126 (9-2006)
Original to Project Manager

Construction Forms Website: http://www.oregon.gov/ODOT/Hwy/Construction/ConstForms1.shtml

(b) CMO for Foreign Material Source or Materials of unknown origin.

OREGON DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF MATERIALS ORIGIN

JECT NAME (SECTION)		CONTRACT NO.
OR 62 & OR 140 Intersection		C14763
BID ITEM NO.	BID ITEM NAME	
450	CG-3 Inlets	

DOMESTIC MATERIALS SOURCE (NAME AND ADDRESS)

DOMESTIC MATERIALS DESCRIPTION

FOREIGN MATERIALS SOURCE INCLUDING MATERIAL OF UNKNOWN ORIGIN (NAME AND ADDRESS)

Fastenal
310 Table Rock Road, STE 102
Central Point, OR 97502

FOREIGN MATERIALS (OR OF UNKNOWN ORIGIN) DESCRIPTION AND VALUE OF IRON OR STEEL PRODUCT AS IT IS DELIVERED TO THE PROJECT

1/2" x 12" galvanized anchor bolt with nut 25 each @ $5.00 = $125.00

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.

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 under Oregon and Federal laws that the foregoing is true and correct.

AUTHORIZED REPRESENTATIVE*

NAME: Mike Butler
TITLE: Owner
SIGNATURE: Michael Butler
DATE: 9-18-15

COMPANY* NAME AND ADDRESS:
Precision Curb LLC
P. O. Box 267
Eagle Point, OR 97524

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

*May be Contractor, Sub-Contractor or supplier

734-2126 (9-2006)
Original to Project Manager

Construction Forms Website: http://www.oregon.gov/ODOT/Hwy/Construction/ConstForms1.shtml

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.

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*.

(b) 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:

   http://www.oregon.gov/ODOT/HWY/TS/signals.shtml.

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 PM, 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*.

If, after incorporation into the Project, Materials are found to not meet specifications (non-compliance), the PM, 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 the time of Project advertisement. This guide is updated yearly and is available electronically at:

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

FIELD TESTED MATERIALS ACCEPTANCE GUIDE					(Revised October 2015)	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	Independent Assurance/Verification: Region Quality Assurance	Independent Assurance/Verification: Materials Laboratory
SECTION 00330 - EARTHWORK									
Establishing Maximum Density (for Compaction)	*Density Curve*			*T 99*	*3468*	*1/Soil type*		*1/Project*	
	Bulk Specific Gravity			*T 85*	*3468*				
	Family of Curves			*T 272*	*3468FC*				
Compaction	*Deflection Testing*	*TM 158*			*1793S*	*1 test per 3 ft. in depth*			
	Nuclear Gauge			*T 310*	*1793S*	*See Table 00330-1 Below*		*10 % of Required QC*	
	Coarse Particle Correction			*T 99*					
	Deflection Testing	*TM 158*			*1793S*				

TABLE 00330-1 Frequency of Quality Control Testing (English)

Individual Areas	Under 3500 yd² or yd³	Over 3500 yd² or yd³
Existing Ground Surface	1 test per 1000 yd²	1 test per 3000 yd²
Embankments	1 test per 500 yd³	1 test per 3000 yd³
Excavations and Finished Subgrade	1 test per 1000 yd²	1 test per 3000 yd²

Stone Embankment Material (See Sec. 330.16(a))	*Gradation*						*Visual See Section 00330.16(b)*		
Compaction	*Deflection Testing*	*TM 158*			*1793S*	*1 per Layer*			
	Contractor must demonstrate, by compaction testing or acceptable visual means, that the material, equipment, and process used for compaction achieves the specification requirements. If the material, equipment, or process changes, or if other conditions indicate a non-specification product, the Contractor must re-demonstrate that specification requirements are being achieved.								
Imported Topsoil (See Section 01040.14(b))	*Compliance*				*4000*	*See Section 4C 1/Source & 1/Type of Soil*	*Submit to Lab*		

The PM 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.

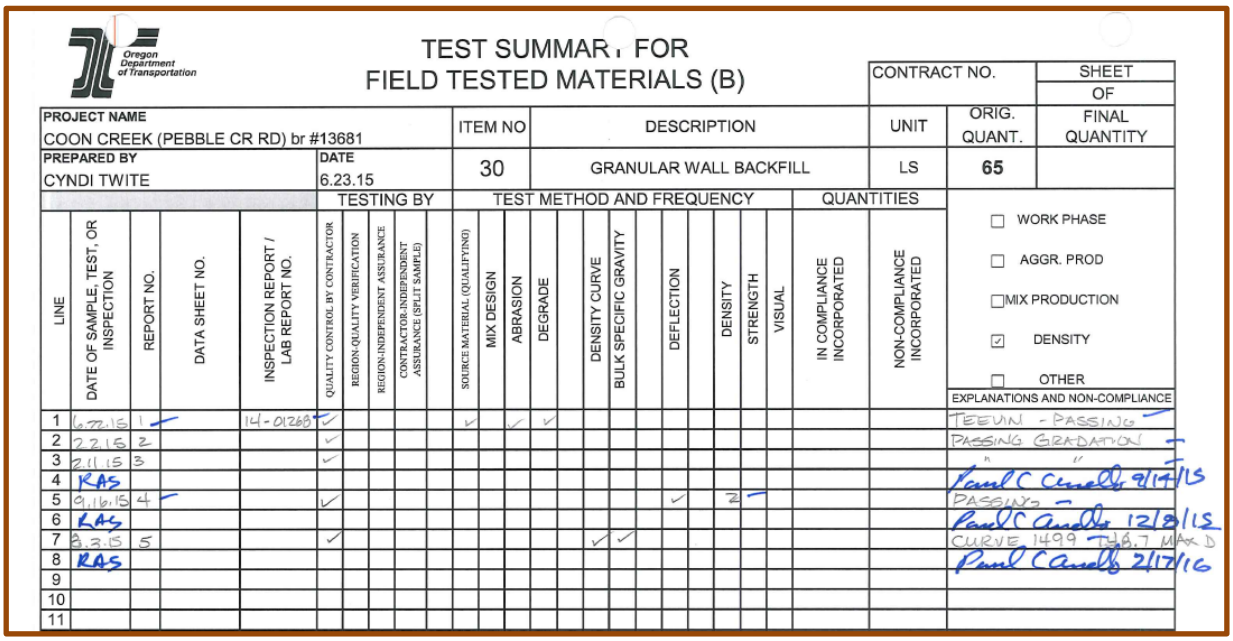
Small Quantity Table

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
00743	Porous Asphalt Concrete (PAC)	150 Ton
00744	Asphalt Concrete Pavement (ACP-each Level) (includes asphalt cement)	150 Ton
00745	Asphalt Concrete Pavement (Statistical Acceptance) (ACP-each Level) (includes asphalt cement).	2500 Ton

(a) Test Summary Sheets

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

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



TEST SUMMARY FOR
FIELD TESTED MATERIALS (B)

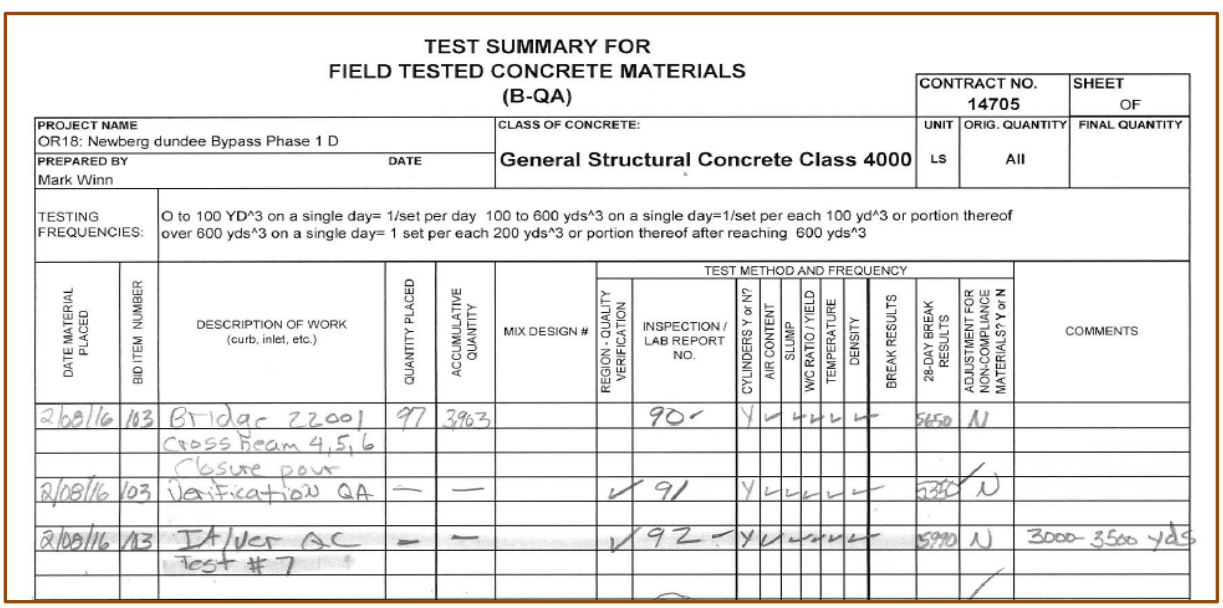
CONTRACT NO.	SHEET OF

PROJECT NAME	ITEM NO	DESCRIPTION	UNIT	ORIG. QUANT.	FINAL QUANTITY
COON CREEK (PEBBLE CR RD) br #13681					
PREPARED BY: CYNDI TWITE / DATE: 6.23.15	30	GRANULAR WALL BACKFILL	LS	65	

LINE	DATE OF SAMPLE, TEST, OR INSPECTION	REPORT NO.	DATA SHEET NO.	INSPECTION REPORT / LAB REPORT NO.	TESTING BY: QUALITY CONTROL BY CONTRACTOR	REGION-QUALITY VERIFICATION	REGION-INDEPENDENT ASSURANCE	CONTRACTOR-INDEPENDENT ASSURANCE (SPLIT SAMPLE)		TEST METHOD AND FREQUENCY: SOURCE MATERIAL (QUALIFYING)	MIX DESIGN	ABRASION	DEGRADE		DENSITY CURVE	BULK SPECIFIC GRAVITY		DEFLECTION		DENSITY	STRENGTH	VISUAL	QUANTITIES: IN COMPLIANCE INCORPORATED	NON-COMPLIANCE INCORPORATED	EXPLANATIONS AND NON-COMPLIANCE
1	6.22.15	1		14-01269	✓					✓		✓	✓												TEEUIN - PASSING
2	7.2.15	2			✓																				PASSING GRADATION
3	7.11.15	3			✓																				" "
4	RAS																								Paul C Cavalli 9/17/15
5	9.16.15	4			✓													✓		2					PASSING
6	RAS																								Paul C Cavalli 12/8/15
7	8.3.15	5			✓										✓	✓									CURVE 1499 - 148.7 MAX D
8	RAS																								Paul C Cavalli 2/17/16
9																									
10																									
11																									

WORK PHASE
AGGR. PROD
MIX PRODUCTION
☑ DENSITY
OTHER

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



TEST SUMMARY FOR
FIELD TESTED CONCRETE MATERIALS
(B-QA)

CONTRACT NO.	SHEET OF
14705	

PROJECT NAME	CLASS OF CONCRETE:	UNIT	ORIG. QUANTITY	FINAL QUANTITY
OR18: Newberg dundee Bypass Phase 1 D	General Structural Concrete Class 4000	LS	All	
PREPARED BY: Mark Winn / DATE:				

TESTING FREQUENCIES: 0 to 100 YD^3 on a single day= 1/set per day 100 to 600 yds^3 on a single day=1/set per each 100 yd^3 or portion thereof over 600 yds^3 on a single day= 1 set per each 200 yds^3 or portion thereof after reaching 600 yds^3

DATE MATERIAL PLACED	BID ITEM NUMBER	DESCRIPTION OF WORK (curb, inlet, etc.)	QUANTITY PLACED	ACCUMULATIVE QUANTITY	MIX DESIGN #	TEST METHOD AND FREQUENCY: REGION - QUALITY VERIFICATION	INSPECTION / LAB REPORT NO.	CYLINDERS Y or N?	AIR CONTENT	SLUMP	W/C RATIO / YIELD	TEMPERATURE	DENSITY	BREAK RESULTS	28-DAY BREAK RESULTS	ADJUSTMENT FOR NON-COMPLIANCE MATERIALS? Y or N	COMMENTS
2/08/16	103	Bridge 22001	97	3963			90	Y	✓	✓	✓	✓	✓		5650	N	
		Cross Beam 4,5,6															
		Closure pour															
2/08/16	103	Verification QA	—	—		✓	91	Y	✓	✓	✓	✓	✓		5350	N	
2/08/16	103	IA/Ver QC	—	—		✓	92	Y	✓	✓	✓	✓	✓		5990	N	3000-3500 yds
		Test #7															

Compile all field-tested quality documentation in pads with tabs separating the required documentation by Bid item.

Field-tested Materials with failing test results must also be entered on the Test Summary B or B-QA sheets along with the quantity they represent. For Materials with failing test results, the PM, 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 HMAC, 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*]

12B-3 REVIEW PROCEDURES FOR QUALITY DOCUMENTATION

(a) Review by the Project Manager

The PM 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 PM process include:

1. Verify all required quality documentation is recorded and incorporated quantities are updated on the Test Summary A, B and B-QA 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 (CCO's) 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 PM'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 CCO's, 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 PM 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 CMO's 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 PM is requesting an exception, the Documentation Review Report Supporting Documentation: PM Exception Explanation, form 734-2704 will need to be completed. The PM 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 PM 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 PM) - Prepare CCO", or "Not Accepted (Return to PM) - Other". Refer to *Chapter 37 – Submittal of Final Project Documentation*.

(b) Review by the Region Assurance Specialist (RAS)

The RAS will periodically review Project documentation throughout the life of the Project. The frequency of those reviews will depend on Project size, duration, complexity, PM's experience in administering ODOT construction Contracts, and quarterly release of retainage.

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 nonfield-tested Materials.
- Test Summaries A, B and B-QA (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 PM prior to Materials installation and payment.
- Release any retainage on Pay Items that have all the quality, quantity and labor compliance documentation and Work completed. *[Refer to Chapter 25 – Payments to Contractors/Retainage.]*

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 PM. 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 normal 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*.

Oregon Department of Transportation

DOCUMENTATION REVIEW REPORT (DRR)

									PAGE		
									or		
									REVIEW #		
									REVIEW DATE		
CONTRACT	PROJECT NAME (SECTION)	COMPLETION DATE	TRAFFIC REPORTS CURRENT	☐ Yes ☐ No	Last on File:				PLANT ESTABLISHMENT	☐ Yes ☐ No	
			EROSION REPORTS CURRENT	☐ Yes ☐ No	Last on File:				ESTABLISHMENT END DATE		
KEY	PROJECT MANAGER	2nd NOTE DATE	FUEL ESCALATION	☐ Yes ☐ No	TRAINING	BI QUANTITY	HRS to DATE	% USED	% Project Complete		
			ASPHALT ESCALATION	☐ Yes ☐ No	☐ Yes ☐ No						
EA	LOCAL AGENCY/CONSULTANT	DAYS PAST 2ND NOTE	STEEL ESCALATION	☐ Yes ☐ No	Eligible Pay Items	PREPARED BY (RAS)					
			Contractor Opted:	☐ Yes ☐ No	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
					☐	☐
					☐	☐
					☐	☐
					☐	☐
					☐	☐
					☐	☐
					☐	☐
					☐	☐
					☐	☐
					☐	☐

*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 Material furnished or the Work performed are not in close conformance, the Project Manager (PM) 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 PM 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 PM 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 PM 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 PM.

*** All Marked Text Updated February 2016**

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 PM 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 37 – Submittal of Final Project Documentation* and *Chapter 12B – Quality*]

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 PM 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 (1) or two (2) 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 (3) 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 @ 25ºC 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 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 PM will submit all Quality Control (QC) sublot 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 sublot samples preceding and following the failing sample to determine the quantity of deficient asphalt. Testing of QC sublot 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 sublot 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 sublot 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 sublot samples. If no QC sublot 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 sublot 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 sublot 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 sublot 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[i] (Reduction Factor)
Dynamic Shear of Original Binder: G*/Sinδ, kPa	0.95 - 0.99 0.90 - 0.94 0.70 - 0.89 Less than 0.70	5 15 25 Reject
Dynamic Shear of RTFO Binder: G*/Sinδ, kPa	2.10 - 2.19 2.00 – 2.09 1.60 - 1.99 Less than 1.60	5 15 25 Reject
Dynamic Shear of PAV Binder: (G*)Sinδ, kPa	5001 - 5500 5501 - 6500 5501 - 7000 7001 - 8000 More than 8000	5 15 25 30 Reject
Creep Stiffness of PAV Binder: S, Mpa	301 – 315 316 - 330 331 - 450 451 - 600 More than 600	5 15 25 30 Reject
m-value at 60 sec.	0.295 – 0.299 0.270 - 0.294 0.230 - 0.269 Less than 0.230	5 15 30 Reject
AASHTO T 301 For binders with “ER” designation	45 - 49 41 – 44 Equal to or less than 40	35 50 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 three or more consecutive, or five or more cumulative samples fail any of the listed test properties.

i 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:

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

Where:
LQ is the lot quantity in tons of HMAC mixture in the sublot
MM% is the measured mix moisture from form 734-2277 for the sublot
AC% is the measured asphalt content from form 734-2277 for the sublot
RAP% is measured RAP% from form 734-2277 for the sublot

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 Monthly Asphalt Cement Material Price (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.

(e) Failing Bituminous Mixtures – Price reductions for failing bituminous mixtures are calculated using the Summary of Failing Test Results for Bituminous Mixtures, form 734-3965. This form is only required when StatSpec is not used for the lot with failing Material to assess the adjustment.

Oregon Department of Transportation

SUMMARY OF FAILING TEST RESULTS FOR BITUMINOUS MIXTURES

PREPARED BY	DATE	REGION ASSURANCE SPECIALIST REVIEW	DATE	PROJECT NAME (SECTION)	CONTRACT NO.
Phil Dirt, Inspector #02356	8/15/2009			CONSTRUCTION MANUAL FORM EXAM	C12345
REVIEWED BY PROJECT MANAGER	**DATE**	**REVIEWED BY CONSTRUCTION**	**DATE**	**MATERIAL**	**BID ITEM NO.**
Rhoda Head, PM	8/15/2009			Level 4 Dense Graded HMAC	0176

DATE OF SAMPLE	TEST NO.	2 in. % OUT SPECS (A)	1-1/2 in. OR 25 % OUT SPECS (B)	3/4 in. OR 12.5 % OUT SPECS (C)	SUM OF (A) TO (C) % (1)	3/8 in. % OUT SPECS (D)	No. 4 % OUT SPECS (E)	No. 8 % OUT SPECS (F)	No. 30 % OUT SPECS (G)	2X SUM OF (D) TO (G) % (2)	No. 200 % OUT SPECS (H)	5 X (H) % (3)	MOIS-TURE % OUT SPECS (I)	5 X (I) % (4)	ASPHALT % OUT SPECS (J)	15 X (J) % (5)	QUANTITY REPRESENTED BY TEST (Ton) (6)	MIXTURE PRICE PER TON (7)	% TOTAL ADJUSTMENT SUM OF (1) TO (5) (8)	PRICE ADJUSTMENT (6) X (7) X (8)
8/6/2009	1-1			1.00%	1.00%		2.00%			4.00%	0.60%	3.00%			0.03%	0.45%	1000	$35.95	8.45%	$3,037.78
8/6/2009	1-2							1.00%		2.00%			0.03%	0.15%			226	$35.95	2.15%	$174.68

PRICE ADJUSTMENT DETERMINATION	WHEN (K) IS GREATER THAN (L) A PRICE ADJUSTMENT IS COMPUTED	JMF QUANTITY Mg	1556.00	X 15 %	233.40	(L)	TOTAL FAILING MATERIAL	(K)	1556	TOTAL ADJUSTMENT	($)	$3,212.46

MIXTURE PRICE DETERMINATION	MIX FORMULA CEMENT %	X	ASPHALT CEMENT BID PRICE PER TON	=	CEMENT PRICE PER TON OF MIXTURE	(M)	AC MIXTURE BID PRICE PER TON	(N)	MIXTURE (M) + (N) = PRICE PER TON	(7)
	5.10%	X	$ 265.00	=	$13.52		$265.00		$278.52	
		X	$ -	=						

(f) Failing Density Tests for Bituminous Mixtures – Price reductions for failing density tests for bituminous mixtures are calculated using the Summary of Failing Density Tests for Bituminous Mixtures, form 734-3946. This form is only required when StatSpec is not used for the lot with failing Material to assess the adjustment.

SUMMARY OF FAILING DENSITY TESTS FOR BITUMINOUS MIXTURES

PREPARD BY	DATE	REGION ASSURANCE SPECIALIST	REVIEW DATE	PROJECT NAME (SECTION)	CONTRACT NO.
Phil Dirt, Inspector	8/18/2009			CONSTRUCTION MANUAL FORM EXAMPLE	C12345
REVIEWED BY PROJECT MANAGER	**DATE**	**REVIEWED BY CONSTRUCTION**	**DATE**	**MATERIAL**	**BID ITEM NUMBER**
Rhoda Head, PM	8/18/2009			Level 4 Dense Graded HMAC	0176

DATE OF SAMPLE	TEST NO	NUCLEAR DENSITY % OUT SPECS. (A)	4 X (A) % (B)	QUANTITY REPRESENTED BY TEST Mg (C)	MIXTURE PRICE PER Mg WITH CEMENT (D)	PRICE ADJUSTMENT (B)% X (C) X (D)	REMARKS
8/18/2009	1-1	1.20	4.80	1000.00	35.95	$1,725.60	
				TOTAL ADJUSTMENT		$1,725.60	

MIXTURE PRICE DETERMINATION	MIX FORMULA CEMENT %	X	ASPHALT CEMENT BID PRICE PER	=	CEMENT PRICE PER Mg OF MIXTURE (E)	A.C. MIXTURE BID PRICE PER Mg (F)	MIXTURE (D) (E)+(F)=PRICE PER Mg
	5.100	X	$265.00	=	$13.52	$265.00	$278.52
		X		=			

(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.

SUMMARY OF FAILING TEST RESULTS FOR AGGREGATE

PREPARED BY	DATE	REGION ASSURANCE SPECIALIST	REVIEW DATE	PROJECT NAME (SECTION)	CONTRACT NO.
PHIL DIRT, Inspector #023	8/18/2009			CONSTRUCTION MANUAL FORM EXAMPLE	C12345
REVIEWED BY PROJECT MGR	**DATE**	**REVIEWED BY CONSTRUCTION**	**DATE**	**MATERIAL**	**BID ITEM NUMBER**
Rhoda Head, PM	8/18/2009			3/4" - 0 Aggregate Base	0155

DATE OF SAMPLE	TEST NO.	PASS 75 THROUGH 6.3 % OUT SPECS (A)	% OUT SPECS (B)	% OUT SPECS (C)	PASS 2 IN PASS 6.3 % OUT SPECS (D)	SUM OF (A) to (D) % (1)	PASS NO. 2 % OUT SPECS (E)	PASS NO. 40 % OUT SPECS (F)	SUM OF (E) + (F) X2 % (2)	PASS NO. 100 % OUT SPECS (G)	3 X (G) % (3)	SAND EQUIV % OUT SPECS (H)	4 X (H) % (4)	CEMENT % OUT SPECS (I)	11 X (I) % (5)	QUANTITY REPRESENTED BY TEST (Ton) (6)	MIXTURE PRICE PER Ton (7)	% TOTAL ADJUST-MENT SUM OF (1) to (5) (8)	PRICE ADJUSTMENT (6) X (7) X (8) %
8/5/2009	1		5.00%			5.00%										2000.00	$18.75	5.00%	$1,875.00
8/6/2009	2		1.00%			1.00%										2000.00	$18.75	1.00%	$375.00
8/7/2009	3		4.00%			4.00%										2000.00	$18.75	4.00%	$1,500.00
8/7/2009	4		7.00%	1.00%		8.00%										2000.00	$18.75	8.00%	$3,000.00

PRICE ADJUSTMENT DETERMINATION	WHEN (K) IS GREATER THAN (J) A PRICE ADJUSTMENT IS COMPUTED	PROJECT QUANTITY (Ton)	22,000.00	X 15% =	3,300.00	(J)	TOTAL FAILING MATERIAL	(K)	8,000.00	TOTAL ADJUSTMENT	$6,750.00

CTB MIXTURE PRICE DETERMINATION	MASS WITH CEMENT AND MOISTURE	(÷ 100% +	MIX FORMULA MOISTURE %	) ÷ (100% +	MIX FORMULA CEMENT %	) X	MIX FORMULA CEMENT %	X	CEMENT BID PRICE PER TON	=	CEMENT PRICE PER TON OF (L) MIXTURE	CEMENT MIXTURE BID PRICE (M) PER TON	MIXTURE PRICE (L) + (M) = PER TON (7)
	1 TON	÷		÷		X		X		=		$	$
	1 TON	÷		÷		X		X		=		$	$

(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:

If test results are between 85% and 100% of required strength, a negative price adjustment is calculated. This material is allowed to remain in place.

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:	Construction Manual Form Example	Mix Design No.	09-25698
Prime Contractor	Prime Construction Company	County	Marion
Project Manager	Rhoda Head, PM	Contract No.	C12345
Data Sheet No.	C-123	Lab Number	09-12345
Concrete used for	Inside Concrete Forms		

SPECIFIED CLASS OF CONCRETE (f'c).....	4000	psi
ACTUAL 28 DAY CONCRETE STRENGTH (fcc).....	3550	psi
PERCENT ACTUAL VS SPECIFIED STRENGTH.....	88.75	%
PRICE REDUCTION FACTOR (PRF) = (((f'c - fcc) / (0.15 f'c)) ^2) [report as percent	56.25	%
TYPE OF UNIT (cubic meter, square meter, cubic yard, square yard, each, etc.).....	cubic yards	
QUANTITY REPRESENTED (QR) (cubic meter, sq meter, cubic yard, sq yard, each	20	
INVOICE PRICE PER UNIT (PPU).....	$137.00	

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

PRICE REDUCTION = (PRF/100) * QR * PPU..... $1,541.25

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

PREPARED BY:_____ August 11, 2010

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:	Construction Manual Form Example	Mix Design No.	09-25698
Prime Contractor	Prime Construction Company	County	Marion
Project Manager	Rhoda Head, PM	Contract No.	C12345
Data Sheet No.	C-123	Lab Number	09-12345
Concrete used for	Inside Concrete Forms		

SPECIFIED CLASS OF CONCRETE (f'c).....	4000	psi
ACTUAL 28 DAY CONCRETE STRENGTH (fcc).....	3250	psi
PERCENT ACTUAL VS SPECIFIED STRENGTH.....	81.25	%
PRICE REDUCTION FACTOR (PRF) = (((f'c - fcc) / (0.15 f'c)) ^2) [report as percen	100.00	%
TYPE OF UNIT (cubic meter, square meter, cubic yard, square yard, each, etc.).....	cubic yards	
QUANTITY REPRESENTED (QR) (cubic meter, sq meter, cubic yard, sq yard, eacl	20	
INVOICE PRICE PER UNIT (PPU).....	$137.00	

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

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

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

PREPARED BY:_____ August 11, 2010

REGION REVIEWER:_____ _____

ENTER THIS CONCAL PRICE ADJUSTMENT ON THE FINAL MATERIALS CERTIFICATION FORM734-1979

(i) Statistical Analysis – Price reductions and bonus payments for statistically analyzed materials (HMAC 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 HMAC or PCC, are calculated using the Smoothness Pay Adjustment Spreadsheets. Instructions for price adjustment calculations for HMAC smoothness specification are defined in Section 00745.70 of the Special Provisions, and for PCC paving are 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 be added on to the adjustment. Missing reports also need 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 PM must develop a cost that would be incurred by the Agency or other owner, because of 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 PM and reviewed by the RAS, for Materials or Work that do not have predetermined 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 HMAC 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 - Hot Mix Asphalt Cement (HMAC). For answers to specific questions regarding Statspec, contact the RAS or the Quality Assurance Coordinator (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 (1) Statspec file for each lot of Material to be analyzed. Each lot must contain at least three (3) sublots in order for it to be statistically analyzed. A standard deviation cannot be computed with less than three (3) 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 HMAC 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 HMAC 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 HMAC Price Adjustment.

- Base
- Wearing
- Leveling – when the CPF is greater than 1.0000 it will be reduced as follows; **Reduction in CPF = (CPF-1) x 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) x 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 HMAC 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 = -1E+09 100 = 1E+09 100cs = 9E+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 ± the tolerance. The test results must then also be entered as a +/-± change from the target value.

Example:

A 5.50% asphalt target value is specified in the JMF for a 3/4" Dense Graded HMAC Mixture. The tolerance, based on asphalt content determination using the incinerator method of extraction, is ±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 sublot 1. The target value was then increased to 5.60% asphalt. The test result for sublot 2 determined the asphalt content to be 5.58%. The value entered for asphalt under sublot 1 would be the test result minus the original target value. The value entered for asphalt under sublot 2 would be the test result minus the new target value.

Value for Sublot 1 5.63 - 5.50 = 0.13
Value for Sublot 2 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 HMAC price per Ton on the Price Adjustment Computation sheet.

- Ton - by entering the number of Tons of HMAC that each test represents, the total Tons of HMAC will automatically be calculated and used in determining the HMAC 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 sublot. Each sublot 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 predefined 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 nonspecification test results on the Statistical Data Input Sheet.
- No Highlighting - removes nonspecification 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 HMAC bid price per Ton and you will not be asked to enter a price for liquid asphalt under step 3. Only the HMAC 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 HMAC.

4. You will be asked to enter the HMAC bid price per Ton. This information is used to calculate the actual price per Ton of HMAC.

5. You will be asked to enter the total Ton of HMAC 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 a .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 HMAC 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 HMAC 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 HMAC mixture placed in the travel lane, plus any additional width in the same "pull", (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 “HMAC 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 PM 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 HMAC 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 HMAC 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 HMAC Smoothness price adjustment.

At the completion of the Project, all HMAC 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.

(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.

*** All Marked Text Updated January 2017**

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 PM 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 PM 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 PM 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 PM should complete one and share it with the Contractor. *See* Section 12D-2 (c) - Example #1, for a good example of a completed lump sum breakdown.

The PM 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. 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 , 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 00225.93. 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 PM 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 PM 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 PM 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) Flagger and Pilot Car Hours

Refer to the appropriate portions of Section 00225. 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 00225.31 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.

To document payment to the Contractor, the PM will need form 734-3955 and a copy of the Flagger Certification on file for each flagger that 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.

Oregon Department of Transportation

FLAGGER AND PILOT CAR RECEIPT

PROJECT MANAGER (SECTION)	CONTRACT NO.
OR18: NEWBERG-DUNDEE PHASE 1G	14868
CONTRACTOR OR SUBCONTRACTOR NAME	DATE OF WORK
ADVANCED FLAGGING	7-28-16

ITEM NO. /FLAGGING	ITEM NO./PILOT CAR	SHIFT
24		NIGHT

FLAGGING

START TIME	END TIME	WORK LOCATION	HOURS
7PM	2AM	IP 3+00	7
7PM	2AM	HSC 52+00	7
7PM	5AM	HSC 53+00	10
7PM	5AM	SB 16+00	10
7PM	5AM	SB 19+00	10
			44 hrs TOTAL

PILOT CAR

START TIME	END TIME	WORK LOCATION	HOURS

CONTRACTOR REPRESENTATIVE (SIGN)

INSPECTOR (SIGN)	CERT. NO.
Craig Shelton	43585

734-3955 (4/13) SIC 203250

PROJECT MANAGER

This form is only available in hard-copy and is a three-part form; one copy is given to the Contractor each day Flagging 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.

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 00225.97 and 00225.99. 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 PM 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 PM 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 PM 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 00225.81) 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 PM must assure that the survey methods, formulas, and methods of calculation are all appropriate and correctly done. The PM 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 PM 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 PM 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 PM to determine grade acceptability. The PM 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 PM 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 PM or designee has reviewed the GVPs and taken appropriate action.

In addition to validating the grade verification reports provided by the contractor, the PM must perform independent grade verification. Project Managers can perform grade verification by periodically collecting independant “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, 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 PM 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 PM 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 PM 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.

(m) Asphalt Cement in Asphalt Concrete Mixture

When asphalt cement is paid separately from the asphalt concrete mixture, the PM 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 (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.

DAILY ASPHALT CEMENT REPORT

PROJECT NAME (SECTION): US20 PME: UPRR - Eddyville (Phase 4)			CONTRACT NUMBER: 14890
CONTRACTOR: Knife River	PROJECT MANAGER: Steve Schultz		REPORT NUMBER: 29
SUPPLIER: Knife River	PLANT LOCATION: Corvallis	PLANT TYPE: Drum	DATE: 9/22/2016

ASPHALT INVENTORY METHOD

PREVIOUS ENDING TANK STICK — LINE 8 FROM PREVIOUS REPORT	1	187.83
TOTAL DELIVERIES	2	0.00
DEDUCTIONS BEFORE BEGINNING INVENTORY — EXPLAIN BELOW OR ON ATTACHMENT	3	0.00
BEGINNING INVENTORY 1 + 2 - 3 (ANY MAJOR DIFFERENCES WITH LINE 5 MUST BE RESOLVED)	4	187.83
BEGINNING TANK STICK TOTAL	5	187.83
TOTAL DELIVERIES	6	94.95
DEDUCTIONS AFTER BEGINNING INVENTORY (TACK, WASTE, REJECT, SOLD TO OTHERS ETC.) EXPLAIN BELOW OR ON ATTACHMEN	7	38.72
ENDING TANK STICK TOTAL	8	211.40
ASPHALT CEMENT LINES 4 + 6 - 7 - 8	9	32.66

DELIVERIES BEFORE BEGINNING TANK STICK

INVOICE NO.	Tn	INVOICE NO.	Tn	INVOICE NO.	Tn

BEGINNING TANK STICK

TANK NO.	TEMP (F)	TK STK INCH AIR	VOLUME IN TANK (Gal) X	TEMP. CORR. FACTOR X	SPECIFIC GRAVITY	/239.9=Tn
1	335.0	63.0	8727	0.9073	1.0330	34.09
2	315.0	34.0	24090	0.9138	1.0272	94.26
3	315.0	60.0	15002	0.9138	1.0409	59.48

DELIVERIES AFTER BEGINNING INVENTORY

INVOICE NO.	Tn	INVOICE NO.	Tn	INVOICE NO.	Tn
V262166	32.22				
V262172	30.53				
V262206	32.20				

ENDING TANK STICK

TANK NO.	TEMP (F)	TK STK INCH AIR	VOLUME IN TANK (Gal) X	TEMP. CORR. FACTOR X	SPECIFIC GRAVITY	/239.9=Tn
1	335	63.0	8727	0.9073	1.0330	34.09
2	315	34.0	24090	0.9138	1.0272	94.26
3	315	41.0	20947	0.9138	1.0409	83.05

SMALL QUANTITY METHOD

ASPHALT TARGET % FROM JOB MIX FORMULA	C	
Tn MIX THIS DATE X C/100 =	0.0000	ASPHALT CEMENT INCORPORATED 10

BATCH MASS METHOD

BATCH TICKET NO.		
ASPHALT CEMENT INCORPORATED	11	

ASPHALT CEMENT SUMMARY

		BID ITEM NO.
ASPHALT CEMENT IN MIX		1320
PREVIOUS REPORT LINE 14	12	2103.97
THIS REPORT LINE 9, 10, OR 11	13	32.66
ASPHALT CEMENT IN MIXTURE TO DATE 12 + 13	14	2136.63

ASPHALT MIXTURE SUMMARY

		BID ITEM NO.
CLASS 1/2" Lvl 3 Dense HMAC		1300
PREVIOUS REPORT LINE 17	15	49425.92
MATERIAL RECEIPT TOTAL FOR THIS DATE	16	832.37
ASPHALT MIXTURE TO DATE 15+16	17	50258.29
CLASS HMAC		BID ITEM NO.
PREVIOUS REPORT LINE 20	18	0.00
MATERIAL RECEIPT TOTAL FOR THIS DATE	19	0.00
ASPHALT MIXTURE TO DATE 18+19	20	

REMARKS:
S&S - Startup and Shutdown, CF - Coldfeed

Line 3: Forcing Line 4 to equal Line 5.
Line 4:

Line 7: Waste Deduction Calculation:
f 987.20 Tn Total Mix not Accepted (2401, Line f)
h 0.19 Avg % Mix Moisture (2401, Line h)
TD 985.33 Tn Total Dry Mix not Accepted f/(1+(h/100))
z 3.93 % Pb by Tank (2401, Line z)
7 38.72 Tn Waste AC for Line 7 (TD)(z)/100

HMAC Waste:
A 30.00 Tn S&S waste (2401,0.5(b&S2))
B 18.00 Tn HMA wasted @ Plant (2401, Line b)
C 0.00 Tn HMA rejected @ Jobsite (2401, Line d)
non-S&S Aggregate Waste:
D 0.00 Tn CF Rock waste over scale (2401, Line S1)
E 0.00 Tn Rock waste thru drum (2401, Line S2)
0.0 % Rock lost in exhaust system
F 0.00 Tn (2401, Line S2)

Comments:

TECHNICAN (PLEASE PRINT) AND CARD NUMBER	COMPANY NAME	SIGNATURE	DATE
Josh Morgan, #49910	Knife River	JM	9-23-16

ODOT Form 2043
MBI 5/15/05

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 with a 60 minute burn time). 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 Contract Administration Unit (CAU).

(n) Weigh Memos and Scale Diary

Also refer to above discussion on Vehicle Measure.

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 PM 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 PM 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 PM.
- 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 PM.
- 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

	Project or Contractor Scale	Check Scale
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 PM 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)	CONTRACT NO.
OR21: Monfanti Valley Road to Sycamore	C14685
MATERIAL	**SOURCE**
3/4"-0 Aggregate Base	22-042-2
PREPARED BY	**DATE**
James Adams O'Reilly	9/1/2016
PLANT	
Minto Creek Quarry, Plant 1.	

		Morning Tare		Afternoon Tare	
Truck #	Driver's Name	Lightweight	Time	Lightweight	Time
402a	Sven Bjorn	24620	7:05AM	24580	1:12PM
350	Rasheed Jamel	22860	7:34AM	22740	1:43PM
555TR	Malakai McMurphy	23460	7:42AM	23380	1:53PM
44	Walter Whitaker	24560	7:49AM	24500	2:01PM

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

(a) 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:

1. 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 HMAC are placed. See next section (b) for more information.
- 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.

2. 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 approved computer-generated source documents totaling up all Weigh Memos.

- 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 **<u>does not</u>** 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.

3. 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.

(b) Weigh Memos NOT Collected From Haul Vehicles

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

1. 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.

2. The Materials Receiver will perform theoretical yield calculations at least once per day when more than 10 trucks of HMAC 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 HMAC 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.

3. 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.

4. 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.

5. 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.

6. 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, s/he will be exposed to vehicle traffic and construction operations. If the PM determines that field conditions **are not** safe enough for the Materials Receiver to be on-site to verify Materials delivery, the PM should contact the CAU or the Contract Administration Engineer (CAE) for guidance on alternative methods for Materials verification.

If the PM 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 Project Manager (PM) 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 on paper 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 original 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.

The source document does not necessarily need to be on letter size paper or on pre-printed forms, but it must include all required information.

If it is necessary to copy or combine source documents, identify the original documents as "ORIGINAL" and the copied documents as "COPY". Cross-reference each set to the other, and submit both sets of documents with the Project records. Also, submit the originals, when copies are required for documents that are illegible, that need clarification, or when notes are inserted. A scrap of paper with a note on it is not necessarily a source document.

(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 signature tied to each person's initials must appear on the document. On documents with single or multiple installations, the dates may be computer-generated. For multiple installations, initials are not required, but an original handwritten signature and date is required for each document. Electronic or digital signatures are not acceptable, since they are not yet legally valid.
- 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 PM 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 PM is responsible for measurement and quantity determinations for all Pay Items.

Contractors and Subcontractors are not allowed to document or establish pay quantities. The PM 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) below on Weigh Memos and Scale Diary addresses Materials weighed on Contractor-provided scales.
- If the PM uses information prepared by the Contractor's surveyor to calculate pay quantities, the PM 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 in May 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 in pads as discussed in *Chapter 37 - Submittal of Final Project Documentation*.

For reference, following are some examples of Source Documents ("paynotes") prepared using the ODOT Installation Sheet, form 734-2605 and the ADA Ramp Inspection Form, 734-5020:

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 PM should establish the values (see 00195.50) prior to any lump sum payments being made.

Oregon Department of Transportation

INSTALLATION SHEET

PROJECT: US101: Pistol River Br. Repair

CONTRACT: C14499 EA: CON03352 ITEM NUMBER: 230

ITEM DESCRIPTION: Bridge Removal Work GROUP NO.: 11

METHOD OF QUALITY ASSURANCE

SUPPORTING DATA

T - TEST CERTS ☐ Q - COMPLIANCE CERTS ☐ L - ODOT LAB. REPORT #

O - CMO ☐ E - EQUIP. LIST & DWG. ☐ BG - BLUE AND GREEN SHEETS ☐

F - FIR # SQ - SMALL QUANTITY ☐ QPL Approved ☐ Qualified ☐

NO QUALITY DOCUMENTATION REQUIRED ☑ QUALITY DOCUMENTS SUBMITTED W/PAYNOTE ☐

QUANTITY DATA

PREVIOUS QUANTITY:	85.0%	UNIT: LS	RE-MEASURE	☐
INSTALLED THIS NOTE:	10.0%	UNIT: LS	MEASURED IN PLACE METHOD	☑
TOTAL TO DATE:	95.0%	UNIT: LS	PARTIAL PAYMENT	☐
			BID ITEM COMPLETE	☐
			INSTALLATION COMPLETE	☐

AS PER PLAN: YES ☑ NO ☐ IF NO WHY? UPDATED AS CONSTRUCTED PLANS ☐ N/A ☐

LOC. / STA.: Pistol River Bridge #08719 CL ☐ Rt. ☐ Lt. ☐

PLAN SHEET # NOTE # NOT ON PLANS ☐

SKETCH / CALCULATIONS / REMARKS: INSTALLATION DATE: 1/2/13 - 1/4/13

Location

Sta 540+70 LT to 546+40 LT 1/2/13 - 1/4/13

5 deck drains and drain pipe on east side removed = 10.0%

(Note: Per LS breakdown of "Removing existing drain pipe east" - 10.0%)

NORTH ARROW

- 230 Bridge removal work
  - Remove existing bridge rail east – 37.5%
  - Remove existing bridge rail west – 37.5%
  - Remove existing drain pipe east – 10%
  - Remove existing drain pipe west – 10%
  - Removal work for bent 2 and 3 beam repair – 5%

INSPECTOR SIGNATURE DATE 1-31-13 SEE BACK ☐

FOR OFFICE USE ONLY

QUANTITY CHECKED ☐ QUALITY CHECKED ☑ Schuma

CHECKED BY: Peggy Nelson DATE: 2-4-13

QUANTITY THIS NOTE: 1090 UNIT: LS ESTIMATE # 3 NOTE # 3

734-2605 (8-2009) http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/HwyConstForms1.shtml

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 (00280.90).

Oregon Department of Transportation

INSTALLATION SHEET

PROJECT: Westport Ferry Landing Replacement (Clatsop Co)

CONTRACT: 14741 EA: CON03645 ITEM NUMBER: 110

DESCRIPTION: Erosion Control GROUP NO.: 11

METHOD OF QUALITY ASSURANCE

SUPPORTING DATA

T - TEST CERTS ☐ Q - COMPLIANCE CERTS ☐ L - ODOT LAB. REPORT # ____

O - CMO ☐ E - EQUIP. LIST & DWG. ☐ BG - BLUE AND GREEN SHEETS ☐

F - FIR # ____ SQ - SMALL QUANTITY ☐ QPL Approved ☐ Qualified ☐

NO QUALITY DOCUMENTATION REQUIRED ☑ QUALITY DOCUMENTS SUBMITTED W/PAYNOTE ☐

QUANTITY DATA

PREVIOUS QUANTITY:	75%	UNIT: LS	RE-MEASURE	☐
INSTALLED THIS NOTE:	25%	UNIT: LS	MEASURED IN PLACE METHOD	☐
TOTAL TO DATE:	100%	UNIT: LS	PARTIAL PAYMENT	☑
			INSTALLATION COMPLETE	☑

AS PER PLAN: YES ☐ NO ☐ IF NO WHY? UPDATED AS CONSTRUCTED PLANS ☐ N/A ☑

LOC. / STA.: CL ☐ Rt. ☐ Lt. ☐

PLAN SHEET # ____ NOTE # ____ NOT ON PLANS ☑

SKETCH / CALCULATIONS / REMARKS: INSTALLATION DATE: 8/5/2015

Standard Specification Payment Schedule
25% When ESCP is approved
25% When 50% of Contract is complete
25% When 75% of Contract is complete
25% When BMPs removed

100% Total

NORTH ARROW

This Note:
25% BMPs removed, August 2015

See back ☐

CTOR SIGNATURE DATE 8/29/15 Bid Item Complete ☑ Yes ☐ No

FOR OFFICE USE ONLY

QUANTITY CHECKED ☑ QUALITY CHECKED ☐

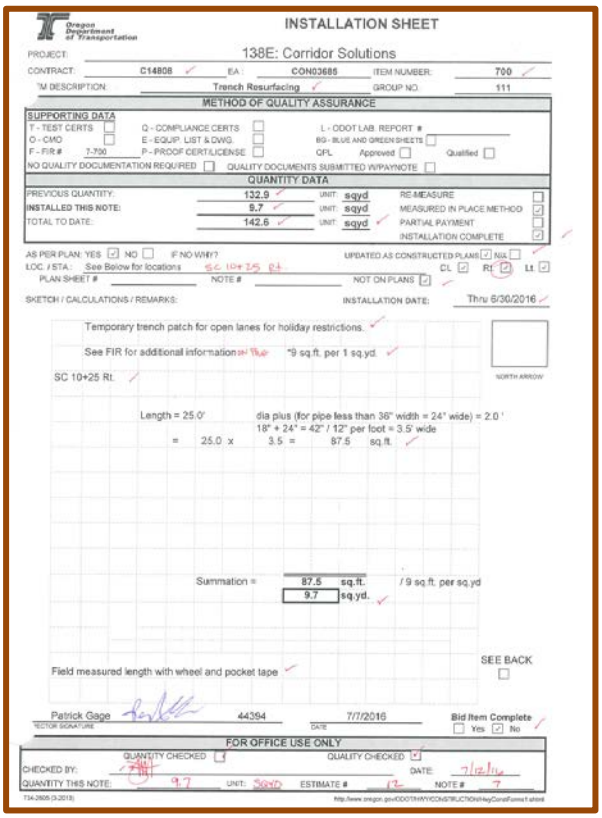
CHECKED BY: DATE: 9-1-15

QUANTITY THIS NOTE: 2570 UNIT: LS ESTIMATE # 9 NOTE # 4

PCA

734-2605 (3-2013) http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/HwyConstForms1.shtml

EXAMPLES 3 and 4:
These are Source Documents ("paynote") illustrating different methods of calculating Materials installed.



INSTALLATION SHEET

PROJECT: 138E: Corridor Solutions
CONTRACT: C14808 EA: CON03685 ITEM NUMBER: 700
ITEM DESCRIPTION: Trench Resurfacing GROUP NO. 111

METHOD OF QUALITY ASSURANCE
SUPPORTING DATA
T - TEST CERTS ☐ Q - COMPLIANCE CERTS ☐ L - ODOT LAB. REPORT #
O - CMO ☐ E - EQUIP. LIST & DWG. ☐ BG - BLUE AND GREEN SHEETS ☐
F - FIR # 7-790 P - PROOF CERT/LICENSE ☐ QPL Approved ☐ Qualified ☐
NO QUALITY DOCUMENTATION REQUIRED ☐ QUALITY DOCUMENTS SUBMITTED W/PAYNOTE ☐

QUANTITY DATA
PREVIOUS QUANTITY: 132.9 UNIT: sqyd RE-MEASURE ☐
INSTALLED THIS NOTE: 9.7 UNIT: sqyd MEASURED IN PLACE METHOD ☑
TOTAL TO DATE: 142.6 UNIT: sqyd PARTIAL PAYMENT ☐
INSTALLATION COMPLETE ☑

AS PER PLAN: YES ☑ NO ☐ IF NO WHY? UPDATED AS CONSTRUCTED PLANS ☑ N/A ☐
LOC. / STA.: See Below for locations SC 10+25 Rt CL ☑ Rt ☑ Lt ☑
PLAN SHEET # NOTE # NOT ON PLANS ☑
SKETCH / CALCULATIONS / REMARKS: INSTALLATION DATE: Thru 6/30/2016

Temporary trench patch for open lanes for holiday restrictions.
See FIR for additional information *9 sq.ft. per 1 sq.yd.
SC 10+25 Rt.
NORTH ARROW

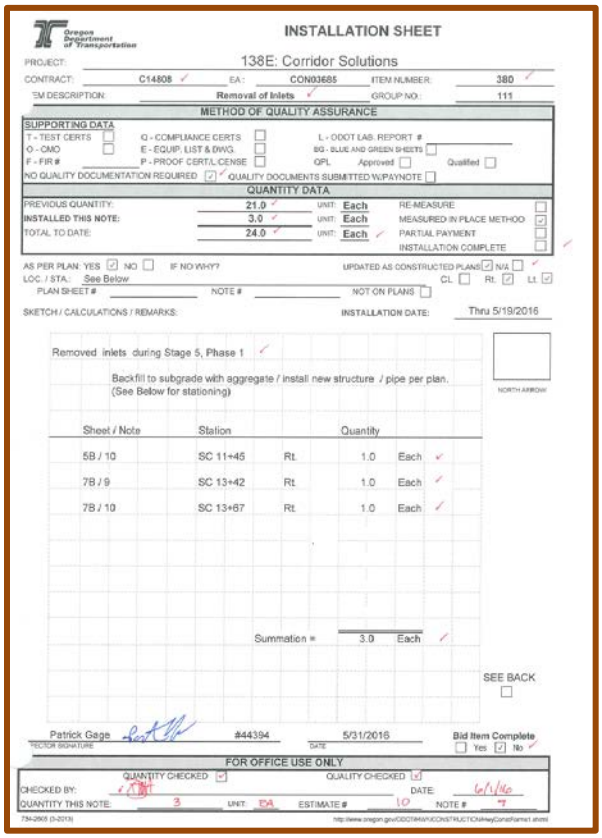
Length = 25.0' dia plus (for pipe less than 36" width = 24" wide) = 2.0'
18" + 24" = 42" / 12" per foot = 3.5' wide
= 25.0 x 3.5 = 87.5 sq.ft.

Summation = 87.5 sq.ft. / 9 sq.ft. per sq.yd
9.7 sq.yd.

Field measured length with wheel and pocket tape
SEE BACK ☐

Patrick Gage 44394 7/7/2016 Bid Item Complete ☐ Yes ☑ No
INSPECTOR SIGNATURE DATE

FOR OFFICE USE ONLY
QUANTITY CHECKED ☑ QUALITY CHECKED ☑
CHECKED BY: DATE: 7/12/16
QUANTITY THIS NOTE: 9.7 UNIT: SQYD ESTIMATE # 12 NOTE # 7



INSTALLATION SHEET

PROJECT: 138E: Corridor Solutions
CONTRACT: C14808 EA: CON03685 ITEM NUMBER: 380
ITEM DESCRIPTION: Removal of Inlets GROUP NO. 111

METHOD OF QUALITY ASSURANCE
SUPPORTING DATA
T - TEST CERTS ☐ Q - COMPLIANCE CERTS ☐ L - ODOT LAB. REPORT #
O - CMO ☐ E - EQUIP. LIST & DWG. ☐ BG - BLUE AND GREEN SHEETS ☐
F - FIR # P - PROOF CERT/LICENSE ☐ QPL Approved ☐ Qualified ☐
NO QUALITY DOCUMENTATION REQUIRED ☑ QUALITY DOCUMENTS SUBMITTED W/PAYNOTE ☐

QUANTITY DATA
PREVIOUS QUANTITY: 21.0 UNIT: Each RE-MEASURE ☐
INSTALLED THIS NOTE: 3.0 UNIT: Each MEASURED IN PLACE METHOD ☑
TOTAL TO DATE: 24.0 UNIT: Each PARTIAL PAYMENT ☐
INSTALLATION COMPLETE ☐

AS PER PLAN: YES ☑ NO ☐ IF NO WHY? UPDATED AS CONSTRUCTED PLANS ☑ N/A ☐
LOC. / STA.: See Below CL ☐ Rt. ☑ Lt. ☑
PLAN SHEET # NOTE # NOT ON PLANS ☐
SKETCH / CALCULATIONS / REMARKS: INSTALLATION DATE: Thru 5/19/2016

Removed inlets during Stage 5, Phase 1
Backfill to subgrade with aggregate / install new structure / pipe per plan.
(See Below for stationing)
NORTH ARROW

Sheet / Note	Station		Quantity	
5B / 10	SC 11+45	Rt.	1.0	Each
7B / 9	SC 13+42	Rt.	1.0	Each
7B / 10	SC 13+67	Rt.	1.0	Each

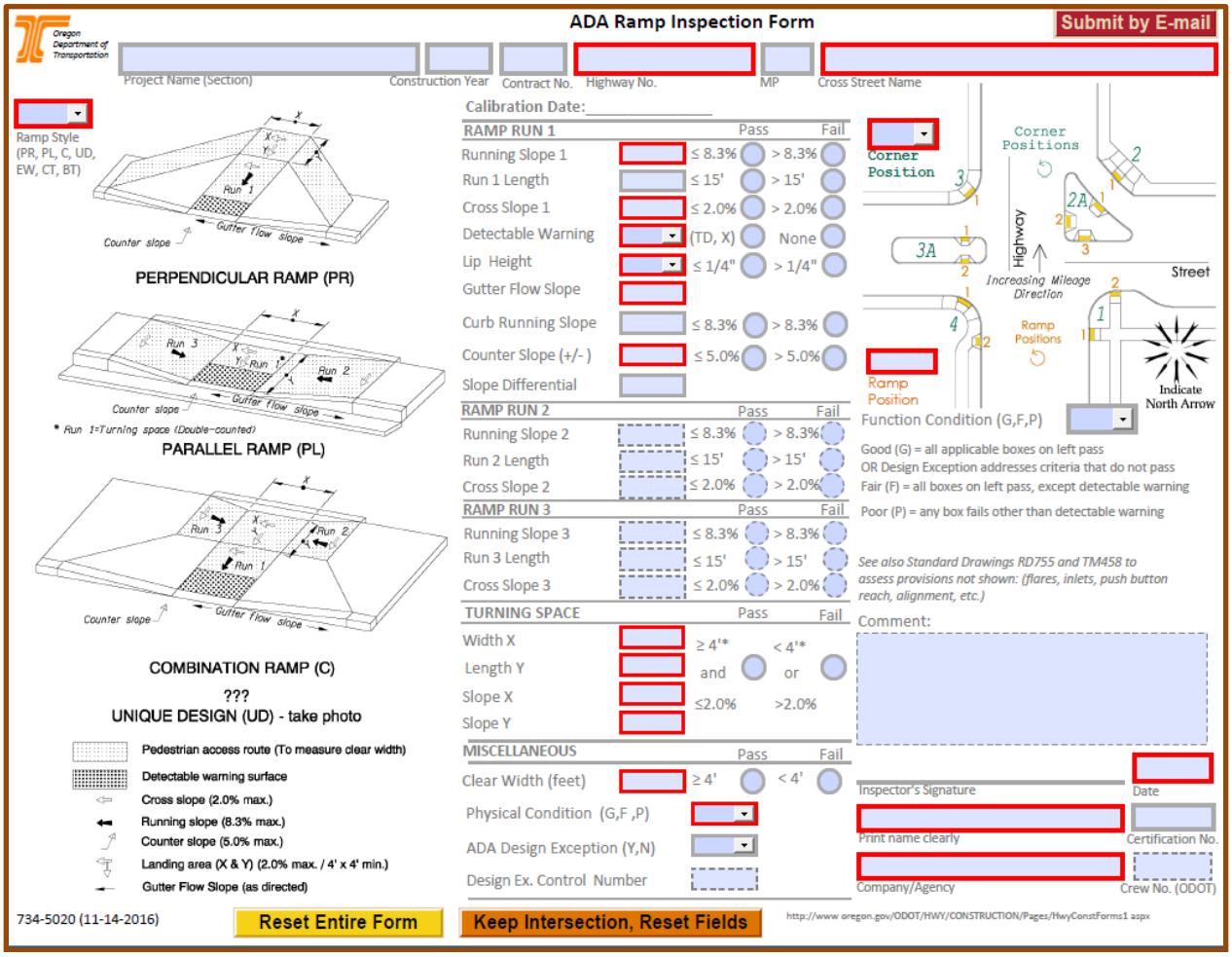
Summation = 3.0 Each

SEE BACK ☐

Patrick Gage #44394 5/31/2016 Bid Item Complete ☐ Yes ☑ No
INSPECTOR SIGNATURE DATE

FOR OFFICE USE ONLY
QUANTITY CHECKED ☑ QUALITY CHECKED ☑
CHECKED BY: DATE: 6/1/16
QUANTITY THIS NOTE: 3 UNIT: EA ESTIMATE # 10 NOTE # 7

EXAMPLE 5: Source Document ("paynote") for the ADA Ramp Inspection Form, 734-5020. This inspection form is intended to be the paynote for compliant ADA ramps.



Additionally, the PM will send a copy of the inspection form to the email listed in the inspection form instructions.

Send the Inspection forms as the ramps are accepted and paid for, rather than at the end of the project. If any ramps need to be reconstructed, send in the final inspection form after corrections have been made.

12D-3 REVIEW PROCESS FOR QUANTITY DOCUMENTATION

(a) Review by PM

The PM 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:

1. 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).

2. 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.

3. Assure that a separate person has checked all formulas and calculations and has also signed and dated the documents.

4. 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.

5. 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.

6. 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.

7. Compare the calculated quantity of each item to the bid quantity and resolve significant differences.
8. Ask the theoretical question on each item: “Does this quantity seem appropriate for the Work that was actually done on the Project?”

9. 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).

10. Check all lump sum quantity adjustments and supporting documentation.

11. 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 PM's experience in administering ODOT construction Contracts, and quarterly release of retainage.

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.
- Cost justification for overrun of Flagging, Traffic Control Supervisor, Pilot Cars, Temporary Removable Tape, Temporary Non-Removable Tape, Temporary Non-Reflective Tape, Temporary Striping, Temporary Pavement Bars, Bar Removal, and Watering.
- 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 PM. 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 PM 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

Make adjustments to lump sum items only when the Project Manager (PM) 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 PM, the Work shall be completed and accepted without measurement as addressed in 00190.10(h).

The PM 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 (2) categories, the PM 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 PM orders an adjustment to a lump sum Pay Item, the PM 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.

Oregon Department of Transportation

INSTALLATION SHEET

PROJECT: CONSTRUCTION MANUAL FORM EXAMPLE

CONTRACT: C12345 EA: CON013456 ITEM NUMBER: 6014

ITEM DESCRIPTION: Additional Seeding, Mulching & Fertilizing GROUP NO.: 011

METHOD OF QUALITY ASSURANCE

SUPPORTING DATA

T - TEST CERTS ☑ Q - COMPLIANCE CERTS ☑ QI - COMPL. CERT W/MAT. #
O - CMD ☐ E - EQUIP. LIST & DWG. ☐ L - ODOT LAB. REPORT #
F - FIR # BG - BLUE AND GREEN SHEETS ☐

NO QUALITY DOCUMENTATION REQUIRED ☐ QUALITY DOCUMENTS SUBMITTED W/PAYNOTE ☑

QUANTITY DATA

PREVIOUS QUANTITY:	0	UNIT: Acre	RE-MEASURE	☐
INSTALLED THIS NOTE:	2.15	UNIT: Acre	MEASURED IN PLACE METHOD	☑
TOTAL TO DATE:	2.15	UNIT: Acre	PARTIAL PAYMENT	☐
			BID ITEM COMPLETE	☑
			INSTALLATION COMPLETE	☑

AS PER PLAN: YES ☐ NO ☑ IF NO WHY? UPDATED AS CONSTRUCTED PLANS ☐ N/A ☐

LOC. / STA.: Sta. 35+00 to 42+50 CL ☐ Rt. ☐ Lt. ☑

PLAN SHEET # NOTE # NOT ON PLANS ☑

SKETCH / CALCULATIONS / REMARKS: INSTALLATION DATE: 5/25/2009

NORTH ARROW

Contract estimated quantity for Seeding, Mulching and Fertilizing = 3.5 Acre

Actual Seeding, Mulching and Fertilizing work performed = 5.65 Acre

Lump Sum unit price for Seeding, Mulching and Fertilizing = $13,000

Unit price per Acre = $13,000 / 3.5 = $2,300.89 per Acre

Additional work performed = 5.65 Acre - 3.5 Acre = 2.15 Acre

Lump Sum Price Adjustment: 2.15 Acre x $2,300.89/Acre = $4,946.92

Additional areas (2.15 Acre) of Seeding, Mulching and Fertilizing work not shown on original Plans were performed at the direction of the Agency to blend the newly seeded ground into established seeding ground from Sta. 35+00 to 42+50, Lt.

Phil Dirt, Inspector 25-May-09 SEE BACK ☑

INSPECTOR SIGNATURE DATE

FOR OFFICE USE ONLY

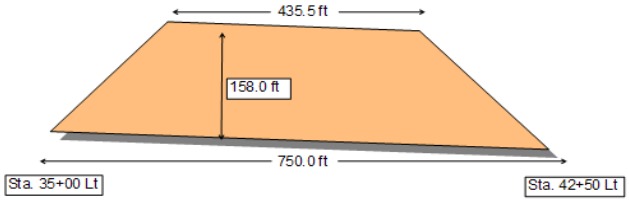
QUANTITY CHECKED ☑ QUALITY CHECKED ☑

CHECKED BY: *Dottie West, Contract Specialist* DATE: 6/1/09

QUANTITY THIS NOTE: 2.15 UNIT: Acre ESTIMATE # 8 NOTE # 4

734-2805 (6-2009) http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/HwyConstForms1.shtml

CONSTRUCTION MANUAL FORM EXAMPLE
Contract C12345
BI 0014 - Seeding, Mulching & Fertilizing
Extra work performed beyond quantity estimated in Section 00280.88



AREA: 750 + 435.5 / 2 = 592.75 x 158 = 93,654.5 sf

93,654.50 sf / 43,560 sf / acre = 2.15 Acre

Calculations Prepared By: *Phil Dirt, Inspector*
Date Prepared: May 25, 2009

Calculations Checked By: *Dottie West*
Date Checked: June 1, 2009

Attachment to Note # 4 Estimate # 8

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 the 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 PM 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 PM 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 website at:

http://www.oregon.gov/ODOT/HWY/ESTIMATING/asphalt_fuel.shtml.

The AE process the PM office will need to follow and the forms required to make the monthly AE adjustments can be found on the Construction Section website at:

http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/HwyConstForms1.shtml.

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 PM identifies any Pay Items that are either not listed in Subsection 00195.10 of the Special Provisions, and either the Contractor or the PM feels the Pay Items should have been listed, or Pay Items are listed and the PM feels they should not have been included, the PM 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 HMAC 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 HMAC, but the Schedule of Items lists the Pay Item as PG 70-22 Asphalt in HMAC. The CCO would correct the Pay Item in 00195.10 to PG 70-22 Asphalt in HMAC.

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 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 Item, 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 HMAC, but the schedule of items lists the Pay Item as Level 4 HMAC. The CCO would correct the Pay Item in 00195.10 to Level 4 HMAC.

c. If an eligible Pay Item (Level 4 HMAC), which was eligible for FE under 00195.11, is replaced via CCO by a similar Pay Item (Level 3 HMAC), 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.

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 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:

c. 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.

d. 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 AE 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 HMAC (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 HMAC Pay Item quantity is not sufficient to meet the minimum qualifier, all HMAC Bid Items may incorrectly be excluded. The Specification Writer must total all three (3) HMAC Bid Items together to calculate if the HMAC 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 PM identifies any Pay Items that are either not listed in Subsection 00195.11 of the Special Provisions, and either the Contractor or the PM feels the Pay Items should have been listed, or Pay

Items are listed that the PM feels they should not have been included, the PM must contact the Specification Writer to identify the reason the Pay Item was, or was not, included.. The PM 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 PM 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:

http://www.oregon.gov/ODOT/HWY/ESTIMATING/asphalt_fuel.shtml.

The FE process the PM 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:

http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/HwyConstForms1.shtml.

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 can elect to **not** participate. 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 wish to select for participation in, signing, and submitting the list to the PM 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 PM 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 PM in writing of its choice to not participate in the SE program, or
- The PM can notify the Contractor in writing that the required participation information was not received within the timeframe allowed, and that the SE program provisions in 00195.12 will not apply to the Contract.

The RAS will require the applicable documentation confirming either participation (participation form) or non-participation (letter to or from the Contractor) to be included in the Project documentation.

NOTE: Effective with all Projects Bid on or after May 6, 2010, Subsection 00195.12(a) was revised by Special Provision update. This revision provides the Contractor with an option to elect not to participate in the SE program for this Project. The SE participation/non-participation notice will still need to be submitted by the Contractor in writing before or within seven Calendar Days of the Pre-construction Conference. The SP195 document can be viewed on the Specification Unit website at:

http://www.oregon.gov/ODOT/HWY/SPECS/docs/08specials/00100/SP195.doc.

For all Projects Bid on or after May 6, 2010, the new participation/non-participation notice will satisfy the RAS requirements for documentation showing the Contractors option. All Projects Bid before this date, which do not include the 00195.12(a) update, will still be required to include confirmation documentation (either the participation form or a letter) in the Project documentation files. A copy of the confirmation documentation must also be submitted to the CAU.

The PM 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:

http://www.oregon.gov/ODOT/HWY/ESTIMATING/steel.shtml

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 the PM 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:

http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/HwyConstForms1.shtml.

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 CCO's 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 PM, 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.

(b) 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 PM 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 PM 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.

(c) 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 PM 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 PM 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) 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 PM 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 PM 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) 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 PM 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 PM 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) 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 PM 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, 2009), the PM 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.

OREGON DEPARTMENT OF TRANSPORTATION

WEEKLY STATEMENT OF CONTRACT TIME CHARGES ADJ#6001

PROJECT NAME (SECTION): CONSTRUCTION MANUAL FORM EXAMPLE	CONTRACT NO.: C12345
HIGHWAY: Main Highway	F.A. PROJECT NO.: X-STP-S001(12)
CONTRACTOR NAME AND ADDRESS: PRIME CONSTRUCTION COMPANY, 123 Business Street, Centerville, OR 99999	WEEK ENDING: February 14, 2009
	DATE MAILED TO CONTRACTOR: February 16, 2009

CONTRACT TIME UNITS (All, A, B, C, etc.)			A				REASONS FOR NOT CHARGING TIME
BEGINNING DATE OF TIME CHARGE			2/11/2009				
DAY OF WEEK	DAY OF MONTH	PREDOMINATE WEATHER					
SUN.	8		1.0				
MON.	9		1.0				
TUE.	10		1.0				Specified Completion Date: 2-10-09
WED.	11		1.0 ✓				
THU.	12		1.0 ✓				
FRI.	13		1.0 ✓				
SAT.	14						
DAYS CHARGED THIS WEEK			6.0				NOTICE TO CONTRACTOR
DAYS CHARGED ON PREVIOUS STATEMENT			86.0				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.
REVISIONS OR ADJUSTMENTS (+ or -) (explain below)							
DAYS CHARGED TO END OF CURRENT WEEK			92.0				
LIMITING NUMBER OF CALENDAR DAYS							
DAYS REMAINING							
FIXED DATE (Specified Completion Date)			02/10/09				
EXCESS DAYS USED			3.0 ✓				

COMMENTS: (INCLUDE CHANGES TO SPECIFIED COMPLETION)

LD's = $200/day Total of 3 Days LD ✓ 2-17-09 Stacy Harper, CAS

Sam Reed, Inspector 2-16-09

6001 - 3 Days
Est #7
Note #1
Entered 2-21-09 Stacy Harper, CAS

PROJECT MANAGER SIGNATURE: Rhonda Head, PM DATE: 2-16-09

DISTRIBUTION: CONTRACTOR'S HEADQUARTERS, CONTRACTOR'S PROJECT OFFICE, REGION, AND CONSTRUCTION

(g) 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 PM 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.

(h) 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 PM 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.

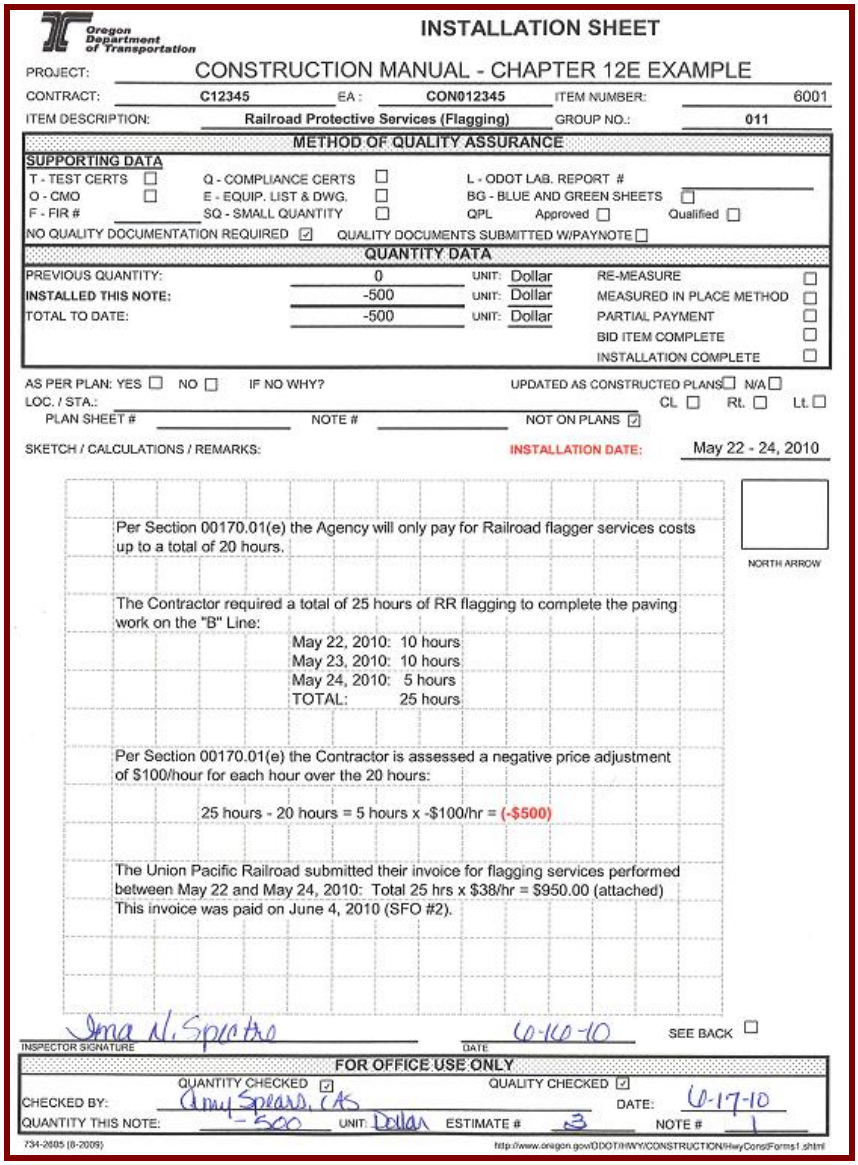
(i) Railroad Protective Services (Flagging)

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.

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:

> 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.

If the PM 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.



Oregon Department of Transportation

INSTALLATION SHEET

PROJECT: CONSTRUCTION MANUAL - CHAPTER 12E EXAMPLE

CONTRACT: C12345 EA: CON012345 ITEM NUMBER: 6001

ITEM DESCRIPTION: Railroad Protective Services (Flagging) GROUP NO.: 011

METHOD OF QUALITY ASSURANCE

SUPPORTING DATA

T - TEST CERTS ☐ Q - COMPLIANCE CERTS ☐ L - ODOT LAB. REPORT #

O - CMO ☐ E - EQUIP. LIST & DWG. ☐ BG - BLUE AND GREEN SHEETS ☐

F - FIR # SQ - SMALL QUANTITY ☐ QPL Approved ☐ Qualified ☐

NO QUALITY DOCUMENTATION REQUIRED ☑ QUALITY DOCUMENTS SUBMITTED W/PAYNOTE ☐

QUANTITY DATA

PREVIOUS QUANTITY:	0	UNIT: Dollar	RE-MEASURE ☐
INSTALLED THIS NOTE:	-500	UNIT: Dollar	MEASURED IN PLACE METHOD ☐
TOTAL TO DATE:	-500	UNIT: Dollar	PARTIAL PAYMENT ☐
			BID ITEM COMPLETE ☐
			INSTALLATION COMPLETE ☐

AS PER PLAN: YES ☐ NO ☐ IF NO WHY? UPDATED AS CONSTRUCTED PLANS ☐ N/A ☐

LOC. / STA.: CL ☐ Rt. ☐ Lt. ☐

PLAN SHEET # NOTE # NOT ON PLANS ☑

SKETCH / CALCULATIONS / REMARKS: INSTALLATION DATE: May 22 - 24, 2010

Per Section 00170.01(e) the Agency will only pay for Railroad flagger services costs up to a total of 20 hours.

The Contractor required a total of 25 hours of RR flagging to complete the paving work on the "B" Line:

May 22, 2010: 10 hours
May 23, 2010: 10 hours
May 24, 2010: 5 hours
TOTAL: 25 hours

Per Section 00170.01(e) the Contractor is assessed a negative price adjustment of $100/hour for each hour over the 20 hours:

25 hours - 20 hours = 5 hours x -$100/hr = (-$500)

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).

NORTH ARROW

Inna N. Spectro — INSPECTOR SIGNATURE — 6-16-10 — DATE — SEE BACK ☐

FOR OFFICE USE ONLY

QUANTITY CHECKED ☑ QUALITY CHECKED ☑

CHECKED BY: Amy Spears, CAS DATE: 6-17-10

QUANTITY THIS NOTE: -500 UNIT: Dollar ESTIMATE # 3 NOTE # 1

734-2685 (8-2009) http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/HwyConstForms1.shtml

12E-3 REVIEW PROCEDURE

The PM 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 Project Manager (PM) 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 PM must assure that the 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) and, if required by the PM, the request is accompanied by written consent of the Contractor's surety. (*Normally, the PM 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 request must be received by the PM at least five (5) Calendar Days prior to the pay period cutoff date.
- The Material must be acceptably stored. If the Material is not on property owned by the Agency, the Contractor must furnish the Agency 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. 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.

The permit of entry must contain information similar to the following:

Permit of Entry

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.)

To be eligible for advance payment of Materials stored on hand:

- The Material must meet the requirements of the contract and required test results, certifications and other supporting quality documents are on file with the PM. The PM must not make Materials on hand payment unless the Materials

are in "close conformance" (*See* Section 00150.25) with Contract requirements or have been approved for use with an appropriate adjustment in price.

- 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 a FHWA memo from David H. Densmore regarding this limited exception to these steel Materials not yet in their final form:

  http://www.fhwa.dot.gov/bridge/steelppt.htm
- The Material is clearly marked and identified as being specifically fabricated, produced, and reserved for use on the Project.
- If requested by the PM, 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 PM must rescind payment.

The PM must inspect the Material, if needed, to assure proper quality and identification of the Material. The PM must also measure the Material, as appropriate, to verify the quantity of Material on hand.

The PM should verify the estimated quantity needed to perform the Project Work. The PM 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 PM.

The PM 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 PM must prorate the Materials on hand payment to retain enough money for the installation.

Some offices use a worksheet, such as the examples in Exhibits 12F(a) and 12F(b), to help assure that the payment is justifiable.

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]

OREGON DEPARTMENT OF TRANSPORTATION

MATERIALS ON HAND CHECKLIST / PAY DOCUMENT

PROJECT		
CONTRACT	EA	ITEM NUMBER

REQUEST LETTER FROM PRIME CONTRACTOR (REQUIRED FOR PAYMENT)

☐ ITEMIZED INVOICE (REQUIRED FOR PAYMENT)

ASSIGNED TO (INSPECTOR)	DATE

SUPPLIER	INVOICE #
TYPE(S) OF MATERIAL	ITEM NOS.

MATERIAL ON PROJECT ? YES ☐ NO ☐ IF NO, WHERE ? _____

☐ PERMIT OF ENTRY (REQUIRED FOR PAYMENT)

ACCEPTABLY STORED ? YES ☐ NO ☐

METHOD OF QUALITY ASSURANCE

SUPPORTING DATA

T - TEST CERTS ☐ Q - COMPLIANCE CERTS ☐ QI - COMPL. CERT W/MAT. # ☐

O - CMO ☐ E - EQUIP. LIST & DWG. ☐ L - ODOT LAB. REPORT ☐

F - FIR # _____

VERIFIED MATERIALS BY:	( ) HEAT, LOT BATCH #	( ) AASHTO / ASTM, SPEC. #	( ) ODOT LABEL OR MARK

NO QUALITY DOCUMENTATION REQUIRED ☐

OTHER: FIELD TESTS ☐ VISUAL INSPECTION ☐ SHOP DRAWINGS ☐

CMO FOR STEEL / IRON MATERIALS ? YES ☐ NO ☐
(IF FEDERALLY FUNDED, REQUIRED FOR PAYMENT)

QUANTITY ACCEPTED:

SEE BACK ☐

INSPECTOR SIGNATURE _____ DATE _____

FOR OFFICE USE ONLY

QUANTITY CHECKED ☐ QUALITY CHECKED ☐

CHECKED BY: _____ DATE: _____

ITEM	QTY THIS NOTE	QTY REMAINING	EST/NOTE

ITEM	QTY THIS NOTE	QTY REMAINING	EST/NOTE

OREGON DEPARTMENT OF TRANSPORTATION

MATERIALS ON HAND CHECKLIST / PAY DOCUMENT

PROJECT		
CONSTRUCTION MANUAL FORM EXAMPLE		
CONTRACT	**EA**	**ITEM NUMBER**
C12345	CON004321	7061

✓ REQUEST LETTER FROM PRIME CONTRACTOR (REQUIRED FOR PAYMENT)

☑ ITEMIZED INVOICE (REQUIRED FOR PAYMENT)

ASSIGNED TO (INSPECTOR)	DATE
Phil Dirt, Inspector	6/16/2009

SUPPLIER	INVOICE #
Madison County Concrete	123456
TYPE(S) OF MATERIAL	**ITEM NOS.**
Precast Prestressed Concrete Beams	0061

MATERIAL ON PROJECT ? YES ☐ NO ☑ IF NO, WHERE ? **Madison County Concrete Yard**

☑ PERMIT OF ENTRY (REQUIRED FOR PAYMENT)

ACCEPTABLY STORED ? YES ☑ NO ☐

METHOD OF QUALITY ASSURANCE

SUPPORTING DATA

T - TEST CERTS ☐ Q - COMPLIANCE CERTS ☐ QI - COMPL. CERT W/MAT. # ☐

O - CMO ☑ E - EQUIP. LIST & DWG. ☐ L - ODOT LAB. REPORT ☑

F - FIR # _____

VERIFIED MATERIALS BY:	( ) HEAT, LOT BATCH #	( ) AASHTO / ASTM, SPEC. #	( ) ODOT LABEL OR MARK

NO QUALITY DOCUMENTATION REQUIRED ☐

OTHER: FIELD TESTS ☐ VISUAL INSPECTION ☐ SHOP DRAWINGS ☐

CMO FOR STEEL / IRON MATERIALS ? YES ☑ NO ☐
(IF FEDERALLY FUNDED, REQUIRED FOR PAYMENT)

QUANTITY ACCEPTED: **34 beams at $4,800 / each = Total MOH payment of $163,200.00**

Phil Dirt — INSPECTOR SIGNATURE

6/16/2009 — DATE

SEE BACK ❑

FOR OFFICE USE ONLY

QUANTITY CHECKED ☐ QUALITY CHECKED ☑

CHECKED BY: Dottie Small, QCS DATE: 6/19/2009

ITEM	QTY THIS NOTE	QTY REMAINING	EST/NOTE
7061	**34**	**34**	Est 1 - Note 1
7061	**-8**	**26**	Est 2 - Note 2

ITEM	QTY THIS NOTE	QTY REMAINING	EST/NOTE

CHAPTER 12G – EXTRA WORK PERFORMED ON A FORCE ACCOUNT BASIS (EWO)

Extra Work performed on a Force Account Basis (EWO) is 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 via Force Account, 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 all control of, and responsibility for, the portions of Work to be accomplished under the EWO.

The following steps need to be followed to perform Extra Work on the Force Account Basis:

1. The Project Manager (PM) will need to make the determination that Extra Work is necessary. Only Work not included in the Contract as awarded but deemed by the PM to be necessary to complete the Project will be paid as Extra Work (*See* 00140.60).

2. The PM must discuss the Extra Work with the Contractor, define the scope of Work, and discuss the options of means and methods for completing the Extra Work.

3. The PM must attempt to negotiate a Contract Change Order (CCO) with the Contractor to perform the Extra Work. If the PM 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 PM 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; and
    c. Reach agreement with the Contractor on when, how, and with what Equipment and labor the Extra Work will be completed (*Actual Cost or Standard Calculation*).

5. For each day on which Extra Work is performed, the Agency (*typically the Inspector*) will complete a Daily Force Account Record (DFAR):
    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 are 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 PM 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 PM.

7. The PM will date stamp the invoice upon receipt. If the invoice is received on or before the 15th of the month, the PM will enter the amount due, as determined by the PM, on the progress estimate for the Work completed that month. If the invoice is received after the 15th of the month, the amount the PM determines to be due will be added to the pay estimate for the following month.

8. The PM will process the invoice according to the Steps for Reviewing Force Account Invoices in the Project Managers Office guide (*See* Exhibit 12G(j)). Once the PM has completed their 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 PM must become familiar with the language in this Section.

As described in 00197.01, the Agency will solely determine the manner and method in which the Force Account Work is performed. Before ordering the Force Account Work, the PM 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 PM should only give direction through the Contractor's superintendent or supervisor assigned to the Work. The PM 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 PM 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 FHWA Headquarters memorandum dated September 8, 1982 (Appendix A-120) contains FHWA's policy on the use of Force Account (*See* Exhibit 12G(a)). The memorandum is available on the FHWA website at:

http://www.fhwa.dot.gov/programadmin/contracts/cacc.pdf

The intention of Standard Specification Section 00197.30 is to reduce the amount of work required to prepare Force Account billings on smaller Extra Work Orders.

At the time a EWO is written, the PM will prepare a cost estimate according to the current Specifications using either Cost Estimate Form 724-1877. If the labor estimate is less than $10,000, or the type of Work to be performed will result in a Workers Compensation rate less than 25%, the PM will need to discuss the billing method to be used for the EWO with the Contractor. The Contractor will be electing to use either the "Actual Cost" or "Standard Calculation" method for both themselves and all Subcontractors performing Work under the EWO.

The Cost Estimate and Contractor election shall both be documented on the Extra Work Order form 734-3208. Labor cost estimates under $10,000, or having industrial accident insurance rates of 25% or less, may use the Standard Calculation when billing labor costs (*See* Section 00197.30). The Force Account Invoice for Labor – Standard Calculation, form 734-1863A will be used.

Labor cost estimates over $10,000, or having industrial accident rates over 25%, will use the Actual Cost Calculation when billing labor costs. The Force Account Invoice for Labor – Actual Cost Calculation, form 734-1863B will be used.

12G-2 DEFINITIONS

The following definitions are taken from FHWA 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 Section 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 Section 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 (8) 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 (2) times the actual hourly wage (*excluding fringe benefits, vacation, taxes, insurance, and markups, plus all other direct or indirect costs including subsistence*). (*See* Section 00197.30(a))

Class Code – The National Council on Compensation Insurance (NCCI) four (4) 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 PM orders the Contractor to perform Extra Work on a Force Account Basis:

STEP 1 – The PM must prepare an Extra Work Order, form 734-3208. (*See* Exhibit 12G(b)). This form will formalize the proper approvals, defines the Work to be done by the Contractor, and identifies the EWO number to use on the billings. The form also documents the Contractor's election of billing method (Standard Calculation or Actual Cost method). If the Extra Work must be started prior to issuing the EWO, the PM must issue a written order 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; and
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.

STEP 2 - A Cost Estimate, form 734-1877 shall be prepared by the PM. (*See* Exhibit 12G(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**.** (*See* Exhibit 12G(d)). The DFAR must list all labor, Equipment, Materials, and other resources used for each days Work on the EWO. Never request or allow the Contractor to complete the DFAR. Only list overtime hours ordered by the PM. 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 PM and Contractor must resolve the issue(s) promptly.

The PM may also modify the DFAR form and use it to record information for any disputed items. [*Refer to Chapter 27 – Disagreements, Disputes and Claims*]

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 detail 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 (1) level of supervision on the EWO. Do not pay for additional supervisors or Contractor administrative staff on the EWO. However, if more than one (1) crew is involved in the Work, it may be appropriate to pay for two (2) different supervisors. If this is the case, make a note on the DFAR to document the circumstance.

A supervisor can 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 can 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 PM 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

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 (2) or four (4) wheel drive
- Horsepower rating
- Speed (RPM, 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, 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.

Materials Section of the DFAR – List enough detail so that invoices can be supported by the information on the DFAR. Do not list items such as safety goggles, hammers, etc. Such items are reusable and are not eligible for reimbursement.

Before the EWO Work begins, the PM and Contractor must negotiate how to pay for expendable items, or items that are only partly used on the EWO Work. For example:

- For teeth on a pavement grinder, determine how you will agree on how much of the life of the teeth will be used up on the EWO Work; or
- If the Contractor purchased a spool of cable for the EWO Work, but only used a portion of it, and the Agency has no use the remaining cable, agree on the value used and the Contractor retains the remainder of the cable.

Do not use words such as "All", "Lump Sum" or "Per Attached Invoice" in the Materials description section.

12G-4 FORCE ACCOUNT INVOICE FOR LABOR – ACTUAL COST CALCULATION

Use the Force Account Invoice for Labor – Actual Cost Calculation, form 734-1863B. (*See* Exhibit 12G(e)).

The PM must:

- Ensure that the proper group is used for the craft required to perform the Work.

- Ensure that the wages paid are no less than required by the Contract. This is done by comparing the Force Account Invoice for Labor against the Special Provisions and the Contractor's certified payrolls.
- Verify that the craft, group, wage rate, fringe benefits, and hours being billed on the Invoice are accurately shown.

If Ironworkers and Painters are both working on the same day, doing types of Work that are classified differently, they should be billed on separate Invoices for Labor, charging the appropriate rates based on the class of Work for Workers Compensation Insurance.

Check the hours and rates billed against the Contractors certified payrolls. Use the certified payroll rates if there is a discrepancy between the Invoice and certified payrolls. Use the hours listed on the DFAR if there is a discrepancy between the Invoice and DFAR.

The Agency will only pay for one (1) 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:

(a) Workers Compensation class codes and assigned risk rates are published yearly by the ODOT Contract Administration Group and published on the Agency website at:

http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/docs/ClassCodes.xls

(*See* Exhibit 12G(f)). When reimbursing the Contractor for Force Account Work, the Agency is reimbursing the Contractor for their actual costs. At certain times the Contractor's governing class code will have a higher rate than the class 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 their actual cost.

(b) Reduction rates are unique to each Contractor and reflect the accident record of that Contractor. Contact the Contract Services Specialist in the CAU to verify this rate. Use the rate for the Contractor or Subcontractor who actually performed the EWO Work.

The Agency will reimburse the Contractor for the following taxes and insurance:

- Social Security (Combination of Social Security at 6.20% and Medicare)
    - Average Between 1.45 and 7.65%
- Oregon Unemployment Compensation
    - Average between 1.0 and 5.4%

- Federal Unemployment Compensation
    - 0.8%
- Transit District Taxes
    - Tri-Met in the Portland area
    - LTD in the Eugene area
    - Chariots in the Salem area

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 must be the benefits shown in the Contract.

(d) Markup. The Contractor is allowed a 22% markup on labor as specified in Section 00197.80. Be sure that 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 LABOR – STANDARD CALCULATION

For Work performed under the 2001 or newer specifications, and when the Contractor has elected to bill for Force Account Work under the Standard Calculation method, the Agency will pay the Contractor two (2) times the actual base hourly wages (excluding fringe benefits, vacation, and all other direct or indirect costs including subsistence). The Contractor will submit billings on Force Account Invoice for Labor – Standard Calculation, form 734-1863A. (*See* Exhibit 12G(g)).

12G-6 FORCE ACCOUNT INVOICE FOR EQUIPMENT & MATERIALS

Rental Rates

The Contractor must bill for Equipment and Materials using the Force Account Invoice for Equipment and Materials, form 734-1864 (*See* Exhibit 12G(h)).

For Equipment owned by the Contractor, verify the rental rates from the rates shown in the Rental Rate Blue Books for Construction Equipment ("Blue Book"), Refer to Section 00197.20 for the procedure.

Contractors may have several sub-entities within their organization that may perform specific Work, or provide specific services, such as leasing Equipment. Use only the rates from the Rental Rate Blue Books to determine rental rates for any Equipment owned by the Contractor, or any of their sub-entities. Do not pay different rates if the Contractor leases or rents Equipment within its own organization, and do not pay any additional markup on such usage.

Be sure to use the proper volume of the Blue Books for the Equipment rates. Contact the Contract Services Specialist in CAU if you need assistance.

Additional items to consider when reviewing the Contractors Invoice for Equipment and Materials:

(a) Verify that the rate used applied to the period when the Work was performed, since the Blue Books are updated frequently. Historical Equipment rates are available through the web based version of the Blue Books. Select the appropriate effective date for the rates based on when the Work was performed.

(b) If an Equipment year goes below the low end of Table 2 on the Rate Adjustment Table, use the oldest rate for that type of Equipment.

(c) If a piece of Equipment has a date in parenthesis this means that the Equipment was discontinued during the year in parenthesis. To calculate the correct rate adjustment for discontinued Equipment, divide the rate for the year that the Equipment was manufactured by the rate for the year that it was discontinued. Show the calculation on the Invoice for auditing purposes.

(d) 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.

(e) The Agency does not allow a Regional Adjustment Factor.

(f) Pay standby time only when the PM has ordered the Contractors Equipment to remain on site. Payment for standby time should be according to 00197.20(e).

(g) 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.

(h) 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.

(i) Do not accept Invoices on the Contractor's letterhead.

(j) Unless requested by the PM, the Contractor does not need to submit Invoices for $10 or less.

(k) The Agency will pay for the operating expenses on Equipment at the rate listed in the Blue Books only when the Invoice states that the rental charges does not include fuel, lubricants, or field repairs.

(l) 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-7 FORCE ACCOUNT SUMMARY

The Force Account Summary form 734-3385 (*See* Exhibit 12G(i)) will be completed by the PM. The PM 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 and all supporting data.

CAU will perform the final review of the Invoices and provide any relative feedback to the PM regarding needed corrections. The PM 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.

EXTRA WORK PERFORMED ON FORCE ACCOUNT BASIS RESPONSIBILITY MATRIX

Activity	Contractor	Inspector	PM	CAU
Directs the daily construction activities necessary to accomplish the Extra Work		X		
Prepares the Daily Force Account Record (DFAR)		X		
Acknowledge agreement with DFAR by signature	X	X		
Prepare Invoice billings for Labor, Equipment, Materials or Special Services	X			
Calculate Blue Book Rental Rates for Equipment	X		X	
Verify crafts, wage rates, and hours billed on FA; compare to certified payrolls			X	
Prepare 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	

U.S. Department of Transportation
Federal Highway Administration

Search | Feedback

Construction

Quality | Management & Coordination | Details | Safety | Materials | Contract Administration

FHWA > Engineering > Construction > Contract Admin > Audit of Construction Contract Change Orders

Construction Guide
Fact Sheets
Links
Memos
Publications
Research
Reviews
Technical Advisories
Training & Workshops

U.S. Department of Transportation
Federal Highway Administration

MEMORANDUM

Subject: Audit of Construction Contract Change Orders
Date: September 8, 1982
From: Director, Office of Highway Operations
Refer To:
To: Regional Federal Highway Administrators
Regions 1-10
Direct Federal Program Administrator

The Office of the Inspector General has recently completed a Department wide review of construction contract change orders. In the draft report of this review, one of the findings and recommendations directly addresses the Federal Highway Administration's (FHWA) documentation and use of force account procedures. The report indicated instances where force account procedures were apparently being used as a matter of convenience. This impression was derived from the available change order documentation.

This is a reminder and a follow-up to the Inspector General's review, that contract changes should be settled primarily through negotiations. Force account type procedures should be used only when necessary and then be appropriately documented. We are not convinced that this is a growing problem, but take this opportunity to reaffirm the FHWA's commitment to providing for adequate controls in the administration of highway construction contracts.

/s/ original signed by
David S. Gendell

This page last modified on 07/27/07

Events

- **International Construction Management Conference**
  Orlando, Florida
  February 10-12, 2009
- View all Upcoming Construction Events

Contact

Jerry Yakowenko
Office of Program Administration
202-366-1562
E-mail Jerry

FHWA Home | Engineering | Construction

FHWA

United States Department of Transportation - **Federal Highway Administration**

Oregon Department of Transportation

EXTRA WORK ORDER

TO BE PERFORMED ON A FORCE ACCOUNT BASIS

NOTICE: THIS FORM MUST BE TYPEWRITTEN

PROJECT NAME (SECTION)		REGION	CONTRACT NO.
CONSTRUCTION MANUAL FORM EXAMPLE		4	C12345
HIGHWAY	**PROJECT MANAGER**	**ODOT LIAISON** (if PM is non-ODOT)	**F.A. PROJECT NO.**
MAIN HIGHWAY	Rhoda Head, PM		X-STP-S001(2)
CONTRACTOR NAME AND ADDRESS	**CONSULTANT OR LOCAL AGENCY NAME AND ADDRESS**		**EWO NO.**
PRIME CONSTRUCTION COMPANY 123 Business Street Centerville, OR 99999			6
			SUBJOB
			000

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

Excavate, backfill, pave, stripe, and install Mono-Directional Type 2 Pavement Markers on local access road, Thomasville Lane, from Sta. 12+300 to Sta. 12+600, to tie into the new "B"-Line.

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

ESTIMATE OF QUANTITIES AND COSTS

Excavation and Backfill: Lump Sum $23,900.00
Level 4 HMAC: 299.8 Tons @ $125/Ton = $37,475.00
Pavement Striping: 1200 ft @ $1.20/ft =$1,440.00
Pavement Markers: 6 each @ $24.50/ea = $147.00 **TOTAL: $62,962.00 + $11,637.24 Markup = $74,599.24**

PAY ITEM	REASON CODE	TIME CODE	WORK TYPE	DESIGN (E or I)	PM (E or I)	DESCRIPTION	ESTIMATED AMOUNT
806	10(e)			I	I	Upgrade 300' of local access road to tie into new "B"-Line	$74,599.24

SPECIFICATIONS AND OTHER PROVISIONS --

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

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

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

RECOMMENDED BY LOCAL AGENCY	DATE	ODOT PM or LAL: ☐ RECOMMENDED ☐ APPROVED	DATE
Print		Print Rhoda Head, ODOT Project Manager	4/14/2009
Sign		Sign *Rhoda Head, ODOT Project Manager*	4/14/2009
RECOMMENDED BY CONSULTANT AGENCY PM	DATE	AREA MANAGER: ☐ NOTED ☐ RECOMMENDED ☐ APPROVED	DATE
Print		Print	
Sign		Sign	
		CONSTRUCTION SECTION: ☐ NOTED ☐ APPROVED	DATE

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

734-3208 (6-2008)

Oregon Department of Transportation

WORK OR CHANGE ORDER SUPPORTING DATA (Page 1)

PROJECT NAME (SECTION)				CONTRACT NO.
CONSTRUCTION MANUAL FORM EXAMPLE				C12345
HIGHWAY			F.A. PROJECT NO.	
MAIN HIGHWAY			X-STP-S001(2)	
NET EFFECT OF ORDER ON PROJECT	AMOUNT	CONSTRUCTION AUTH.	EST. PROJECT COST W/ORDER	OVERRUN %
☒ Increase ☐ Decrease	$74,599.24	$12,986,436.00	$12,469,500.00	-3.98%
ESTIMATED STARTING DATE* OR	DATE WORK WAS STARTED*	WORK/CHANGE IS MAJOR?	TO ACCOMPANY (ORDER TYPE & NUMBER)	
4/27/2009		☒ Yes ☐ No	EWO 6	
PREPARED BY	DATE	REVIEWED BY AREA MANAGER	DATE	
Rhoda Head, ODOT Project Manager	4/14/2009			

WORK OR CHANGE HAS BEEN DISCUSSED WITH

Name	Title		Name	Title	DATE
Sam Jones	Area Manager	BY	Rhoda Head	PM	4/2/2009
Steven Smith	FHWA	BY	Rhoda Head	PM	4/6/2009
		BY			
		BY			

PRIOR APPROVAL TO PROCEED WITH THE WORK OR CHANGE HAS BEEN OBTAINED FROM*

Name	Title		Name	Title	DATE
Sam Jones	Area Manager	BY	Rhoda Head	Pm	4/2/2009
		BY			
		BY			

WORK OR CHANGE HAS BEEN DISCUSSED WITH FHWA

Name	Title		Name	Title	DATE
Steven Smith	FHWA	BY	Rhoda Head	PM	4/6/2009

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: YES

ADDITIONAL INFORMATION THAT IS NOT INCLUDED ON ORDER (Additional Description; Who requested; Why necessary; Why cost is not a contractor responsibility; Parties other than State or FHWA that have agreed to share the costs; Emergency work prior to approval; Estimate effect on project time; Significant discussions; References to supporting and/or attached documents, including cost estimates for "Extra Work Orders" and "Force Orders"; Why contractor refuses to sign). List all previously approved overruns.

Excavate, backfill, pave, stripe, and install Mono-Directional Type 2 Pavement Markers on local access road, Thomasville Lane, from Sta. 12+300 to Sta. 12+600, to tie into the new "B"-Line. This work was not included in the original scope of work for the project, but is needed due to change in grade on "B"-Line which created a negative sight-distance at the Thomasville Lane intersection.No additional Contract Time will be required as this Extra Work will be completed in conjunction with the "B"-Line work.

734-1882 (6-2008) ***EXCEPT IN EMERGENCY SITUATIONS, THE WORK OR CHANGE MAY NOT PROCEED WITHOUT PROPER PRIOR APPROVAL(S)**

Oregon Department of Transportation

COST ESTIMATE

NOTICE: FORM MUST BE TYPEWRITTEN

Prepared by	Project		Contract No.
Phil Dirt, Inspector	CONSTRUCTION MANUAL FORM EXAMPLE		C12345
Reviewed by	**Highway**	**County**	**Sheet**
Rod Lenker, Asst PM March 31, 2009	Main Highway	Marion	1 of 1
Description of Work		CHECK BOX IF SUBCONTRACTED	
Upgrade Thomasville Lane (300') to tie into new "B" Line			

	ITEM DESCRIPTION	Unit	Materials, Equipment, and Special Services			Labor		
			Quantity	Unit Price	Amount	Quantity	Unit Price	Amount
1	Excavation and Backfill	LS	1	$13,000.00	$13,000.00			
2	Level 4 HMAC	Ton	299.8	$100.00	$29,980.00			
3	Pavement Striping	Foot	1200	$1.00	$1,200.00			
4	Pavement Markers	Each	6	$18.00	$108.00			
5	Equipment Operator, Group 4	Hour				40	$107.25	$4,290.00
6	Laborer, Group 1 (3 each)	Hour				120	$26.45	$3,174.00
7								
8								
9								
10								
11								
12								

ATTACHMENTS						
☑ WAGE DETERMINATION, FORM 734-1870	Subtotal	A	$44,288.00	Subtotal	B	$7,464.00
☐ OTHER (EXPLAIN BELOW)	Allowance (Ax17%)	C	$7,528.96	Allowance (Bx22%)	D	$1,642.08
EXPLAIN	Total (A+C)	E	$51,816.96	Total (B+D)	F	$9,106.08

SUBCONTRACTOR SUPPLEMENTAL MARKUP (8%)	G	$0.00	TOTAL MATERIAL EQUIPMENT, SPECIAL SERVICES, LABOR ALLOWANCE AND SUBCONTRACTORS MARK UP	$60,923.04

REMARKS, ASSUMED PRODUCTION RATES, SPECIAL CONDITIONS

Oregon Department of Transportation

DAILY FORCE ACCOUNT RECORD

CONTRACTOR	PROJECT NAME (SECTION)		CONTRACT NO.	
Prime Construction	Construction Manual Form Example		C12345	
SUB-CONTRACTOR	HIGHWAY	COUNTY	EWO NO.	DATE OF WORK
	Main Highway	Marion	6	1-10-09

DESCRIPTION OF WORK: Replaced Energite III Barrier Modules damaged by traffic

REMARKS:

LABOR

NAME	CRAFT GROUP NO.	HOURS ST	HOURS OT
Peter James	Laborer GP 1	4	

Ordered by Engineer

MATERIALS

DESCRIPTION	QUANTITY	UNIT
Energite III Inertial Barrier Modules	8	EA

DO NOT LIST:
"ALL"
"LUMP SUM"
OR
"PER ATTACHED INVOICE"

EQUIPMENT

CONTR.	TYPE OF EQUIPMENT	MANUFACTURER	MODEL NO.	YEAR AND/OR SERIAL #	GAS	DIESEL	SIZE, CAPACITY, HP CFM, AXLE CONFIG.	PAY ATTACHMENT	OPER	STDBY
	Pickup	Ford	F150	2006	X		½ Ton 4x2		1	

Ordered by Engineer

SEE THE INSTRUCTIONS ON THE COVER. The Daily Force Account Record is prepared each day by the Inspector and signed by the Contractor's Representative. Original to the Contractor Representative, copy one to Construction Contract Services with Contractor's billing, copy two to Project Manager copy three to Originator.

CONTRACTOR'S REPRESENTATIVE SIGNATURE: Samuel James

PREPARED BY SIGNATURE: Steven J. Smith

CERT NO.: 02963

734-3428(3-05)

Force Account Invoice for Labor – Actual Cost Calculation

(as defined by § 00197.30(b) of the 2008 Oregon Standard Specifications for Construction)

Print Form

Prepared by: Joe Smiley Date: 5-6-09 Project Name (Section): CONSTRUCTION MANUAL FORM EXAMPLE Contract No.: C12345

Reviewed by: Rod Lenker, Asst PM Date: 5-8-09 Contractor: Prime Construction Company Period o f Work: 4-6-09 TO 4-30-09 Extra Work Order No.: 6

Subcontractor (if applicable):

Labor

	Name of Employee	Craft	Group No.	Month	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	Total Hours (1)	Hourly Rate (2)	$Amt Col 1 x Col 2
				Day	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30					
1	Peter James	Laborer	1	OT																						2	2		1			5	$34.65	$173.25
				ST	8	8	0.5	4	3			8	8	6	6	6			4	4		4	4			8	8	8	8			105.5	$23.09	$2,435.99
2				OT																														
				ST																														
3				OT																														
				ST																														
4				OT																														
				ST																														
5				OT																														
				ST																														
6				OT																														
				ST																														
7				OT																														
				ST																														
8				OT																														
				ST																														
9				OT																														
				ST																														
10				OT																														
				ST																														

Travel, Subsistence, Expense, Etc.

List Number from Above	Days or Hours	$ Rate	$ Amount
Other Expenses (attach receipts if appropriate)			
Total to Line F		A	

Taxes and Insurance on Payroll

		Computed Rate %
Class Code	5,222	21.77%
Assigned Risk Rate	25.61	
Experience Modification Factor	0.85	
Social Security - FICA		7.65%
Oregon Unemployment		3.3%
Federal Unemployment		0.8%
		0.64%
Total Percentages for Taxes and Insurance	B	34.16%

Vacation

	Craft			
	Laborer, Group 1	1	6.23	$6.23

Total for Labor and Vacation	C	$2,615.47
Total for Taxes and Insurance (Line B x Line C)	D	$893.41

Fringe Benefits (Health and welfare, pension, education, or training, etc.)	Craft			
	Laborer, Group 1	1	13.05	$13.05

Total for Fringe Benefits	E	$13.05
Total Travel, Subsistence, Expenses, Etc. (From Line A)	F	
Total of Lines C, D, E, F	G	$3521.93
Contractor's Percentage Allowance (Line G x 22%)	H	$774.82
Total Amount Due (Line G & Line H)		$4296.75

Submit the Original and one copy to Project Manager.

734-1863B (09-2009) http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/HwyConstForms1.shtml 1 of 1

CLASSIFICATION CODES

WORK YEAR	ASSIGNED RISK RATE	CODE	DESCRIPTION OF WORK: (PLEASE CALL 503.986.3029 FOR RATES NOT POSTED)
2002 2003 2004 2005 2006 2007 **2008**	16.37% 16.98% 15.51% 15.83% 15.78% 15.69% **14.45%**	5403	**CARPENTRY WORK.** Includes building and remodeling with wood or light gauge steel.
2002 2003 2004 2005 2006 2007 **2008**	9.17% 9.78% 8.81% 10.17% 10.57% 11.89% **10.18%**	6005	**COFFERDAM, BREAK WATER CONSTRUCTION.** Jetty or break water work to keep a river in the channel and prevent erosion. Anchoring a turbidity barrier.
2002 2003 2004 2005 2006 2007 **2008**	7.65% 7.98% 8.31% 7.74% 6.95% 7.34% **7.99%**	4034	**CONCRETE (MANUFACTURE OF) BEAMS, BLOCKS, BRICKS, PILES, & SEWER PIPES.** Use only when conducted as a commercial enterprise at a permanent location, not at a construction site.
2002 2003 2004 2005 2006 2007 **2008**	21.48% 21.03% 21.01% 22.03% 25.61% 23.42% **20.31%**	5222	**CONCRETE CONSTRUCTION (BRIDGES OR CULVERTS).** Applies only when clearances are more than 10 feet at any point, or entire distance between terminal abutments exceeds 20 feet. Includes making, setting up or taking down forms, scaffolds, false work or concrete distributing apparatus. Includes adjusting seismic restraints, grinding plates and welds, & placing or adjusting reinforced steel bars on bridges.
2002 2003 2004 2005 2006 2007 **2008**	11.81% 13.61% 13.55% 14.23% 13.64% 14.22% **12.06%**	5213	**CONCRETE CONSTRUCTION.** Includes foundations or the making, setting up or taking down of forms, scaffolds, and false work.
2002 2003 2004 2005 2006 2007 **2008**	8.84% 8.81% 8.43% 8.06% 8.79% 8.97% **7.22%**	5221	**CONCRETE WORK (CURBS, SIDEWALKS & DRIVEWAYS).**

CLASSIFICATION CODES

WORK YEAR	ASSIGNED RISK RATE	CODE	DESCRIPTION OF WORK: (PLEASE CALL 503.986.3029 FOR RATES NOT POSTED)
2002 2003 2004 2005 2006 2007 **2008**	12.67% 17.06% 13.22% 14.24% 11.77% 9.72% **7.83%**	5610	**DEBRIS REMOVAL.** Clean up which applies to construction or erection if performed by a company that only cleans up **after** construction is completed. This company performs no other duties but clean up. If clean up is performed by the prime or sub that do other work, the Paving or Repaving rate is used.
2002 2003 2004 2005 2006 2007 **2008**	10.56% 14.23% 17.35% 21.51% 18.29% 16.25% **12.35%**	6229	**DRAINAGE OR IRRIGATION.** Pile driving, tunneling or sewer construction to be separately rated.
2002 2003 2004 2005 2006 2007 **2008**	18.97% 22.71% 23.73% 22.57% 21.95% 17.05% **11.18%**	7538	**ELECTRIC LIGHT OR POWER LINE CONSTRUCTION.** Erection of poles, stringing of wires, installation of service transformers on poles or on the outside of buildings or the making of service connections. Includes overhead and underground work, installing junction boxes and wiring them.
2008	**9.91%**	3724	**PHRASEOLOGY** MACHINERY OR EQUIPMENT ERECTION OR REPAIR NOC & DRIVERS. SCOPE Code 3724, a "not otherwise classified" code, is applied to contractors specializing in the erection or repair of heavy machinery or equipment at their customers' locations, which may include plants, factories and mills. This classification is also applied to contractors specializing in the installation or repair of electrical apparatus at their customers' locations. The term "electrical apparatus" means electrical power equipment such as, but not limited to, heavy motors, generators, converters, transformers, compressors and power switchboard equipment. Code 3724 is also applied to the installation of substation equipment in addition to central station equipment; however, it does not apply to the erection of poles, stringing of wires, installation of transformers on poles or on the outside of buildings or the making of service connections. While the operations vary depending upon the type of job, there is a considerable amount of heavy lifting, frequently by the use of hoists or cranes. The installation of overhead (garage) doors

CLASSIFICATION CODES

WORK YEAR	ASSIGNED RISK RATE	CODE	DESCRIPTION OF WORK: (PLEASE CALL 503.986.3029 FOR RATES NOT POSTED)
2002	13.87%	6204	**EXPLOSIVE WORK.** Where specialty contractor does it's own drilling and blasting.
2003	14.39%		
2004	13.16%		
2005	12.29%		
2006	15.35%		
2007	19.75%		
2008	**16.98%**		
2002	10.65%	6400	**FENCE ERECTION (METAL FENCE).** Includes guardrail installation if performed by a sub that only deals with guardrail and/or fences. (If done by prime or subs that performs other highway construction duties use rate for work being done and note so on DFAR.)
2003	11.30%		
2004	11.00%		
2005	11.46%		
2006	11.43%		
2007	11.26%		
2008	**9.71%**		
2002	6.15%	7720	**FLAGGING SERVICE CONTRACTORS & PILOT CAR SERVICE CONTRACTOR & DRIVERS.** Applies only to risks engaged in furnishing employees for flagging service at customer's construction site for purposes of traffic control and safety. Includes putting up cones for lane closures if TP&DT are part of the subcontract for the flagging company. (If prime or sub does flagging and TP&DT in addition to other tasks, use appropriate rate for work being performed, and note so on DFAR. Also see code 9554.)
2003	6.36%		
2004	6.16%		
2005	5.75%		
2006	6.56%		
2007	6.08%		
2008	**6.38%**		
2002	6.54%	7380	**HAULING EQUIPMENT.** If equipment belongs to company doing hauling.
2003	6.79%		
2004	6.29%		
2005	6.21%		
2006	6.56%		
2007	6.00%		
2008	**6.43%**		
2002	14.41%	7219	**HAULING EQUIPMENT.** If equipment does not belong to company doing hauling.
2003	15.37%		
2004	14.39%		
2005	13.64%		
2006	14.23%		
2007	13.80%		
2008	**14.63%**		
2002	7.53%	5507	**HAZARDOUS WASTE (REMOVAL OF).**
2003	7.80%		
2004	7.49%		
2005	9.28%		
2006	11.59%		
2007	13.24%		
2008	**12.40%**		

CLASSIFICATION CODES

WORK YEAR	ASSIGNED RISK RATE	CODE	DESCRIPTION OF WORK: (PLEASE CALL 503.986.3029 FOR RATES NOT POSTED)
2002 2003 2004 2005 2006 2007 **2008**	6.48% 8.64% 8.71% 9.89% 10.78% 12.86% **12.40%**	5506	**HIGHWAY STRIPING.**
2002 2003 2004 2005 2006 2007 **2008**	38.02% 35.39% 32.00% 29.02% 28.75% 26.94% **22.25%**	5040	**IRON ERECTION.** Iron exterior, as in metal bridges.
2002 2003 2004 2005 2006 2007 **2008**	7.56% 7.48% 8.40% 8.01% 7.32% 7.50% **8.15%**	0042	**LANDSCAPING OR GARDENING (& DRIVERS).** Includes laying out grounds, planting trees, shrubs, flowers or lawns. Erosion control.
2002 2003 2004 2005 2006 2007 **2008**	13.37% 14.15% 12.79% 11.59% 10.88% 10.63% **10.10%**	5474	**PAINTING METAL BRIDGES.** Includes shop operations & drivers.
2002 2003 2004 2005 2006 2007 **2008**	6.48% 8.64% 8.71% 9.89% 10.78% 12.86% **12.40%**	5506	**PAVING OR REPAVING.** Applies to all kinds of paving or repaving, surfacing or resurfacing or scraping including airport runways. Includes barrier painting, grinding and removal, manhole installation, welding grates & frames, watering, surveying, clean up during construction (refer to code 5610 after construction), drivers hauling asphalt or concrete, spreading gravel, snow removal or anything incidental to paving. Includes putting up cones for lane closures and attenuator repair if prime or sub other than a flagging company or a company that only does TP&DT, does TP&DT. (Sees codes 7720 and 9552). Includes guardrail installation & painting if done by the prime or sub and is incidental to paving. (Use fence erection rate; code 6400, if performed by a sub that only installs guardrail.) (Separately rate clearing right-of-way, earth excavation, filling or grading, refer to code 5507, Rock Excavation Quarrying and Stone Crushing, see code 5508, Tunneling, code 6251, and Bridge or Culvert Building, see code 5

CLASSIFICATION CODES

WORK YEAR	ASSIGNED RISK RATE	CODE	DESCRIPTION OF WORK: (PLEASE CALL 503.986.3029 FOR RATES NOT POSTED)
2002 2003 2004 2005 2006 2007 **2008**	14.79% 16.07% 15.81% 15.81% 15.81% 16.17% **14.78%**	6003	**PILE DRIVING.** Includes pile-driving operations in connection with building foundations and timber wharf building. The mfg. Of concrete piles at the job locations or the pouring of concrete into hollow steel piles shall be rated as concrete construction. Rate does not apply to caisson work.
2002 2003 2004 2005 2006 2007 **2008**	15.38% 19.59% 17.71% 15.62% 14.28% 15.87% **18.50%**	5508	**ROCK EXCAVATION.** Includes incidental quarrying or stone crushing.
2002 2003 2004 2005 2006 2007 **2008**	13.87% 14.39% 13.16% 12.29% 15.35% 19.75% **16.98%**	6204	**ROCK SCALING.** Includes digging holes with jackhammer for anchors and installing slope protection mat.
2002 2003 2004 2005 2006 2007 **2008**	7.72% 9.93% 10.41% 12.04% 12.37% 12.93% **10.35%**	6306	**SEWER CONSTRUCTION (ALL OPERATIONS & DRIVERS).** Includes tunneling at street crossings when not performed under air pressure.
2002 2003 2004 2005 2006 2007 **2008**	16.37% 21.13% 23.10% 22.24% 20.77% 17.74% **13.23%**	9554	**SIGN MANUFACTURING, MAINTENANCE, REPAIR AND ERECTION.** Includes setting up lane closures with signs, cones, barrels and attenuator repair if performed by a company that only does TP&DT. (If not, refer to specific type of work performed or code 7720, if flagging contractor.)
2002 2003 2004 2005 2006 2007 **2008**	7.53% 7.80% 7.49% 9.28% 11.59% 13.24% **12.40%**	5507	**SUB-SURFACE WORK (IF WORK RELATES TO HIGHWAY CONSTRUCTION, USE THIS CODE.)** Applies to clearing of right-of-way, earth excavation, filling or grading and hand digging. Also includes slide repair if done by a company that does other highway work. (Separately rate rock excavation, tunneling, bridge or culvert building, quarrying and stone crushing.)

CLASSIFICATION CODES

WORK YEAR	ASSIGNED RISK RATE	CODE	DESCRIPTION OF WORK: (PLEASE CALL 503.986.3029 FOR RATES NOT POSTED)
2002 2003 2004 2005 2006 2007 **2008**	20.37% 20.75% 20.78% 17.90% 17.14% 14.98% **12.82%**	7601	**TELEPHONE & CABLE TV (INSTALLATION OF OVERHEAD).** Includes main lines, extension lines & outside service connecting lines when done by a contractor.
2002 2003 2004 2005 2006 2007 **2008**	15.00% 16.99% 15.90% 15.84% 14.03% 13.46% **11.48%**	6251	**TUNNELING (NON-PNEUMATIC).**
2007 **2008**	14.07 **12.48%**	6252	**SHAFT SINKING -- ALL OPERATIONS** Includes pile driving, excavation, concrete work or lining. Caisson Work—All Operations to Completion—includes pile driving, excavation, masonry or concrete work. Applies to all employees working under air pressure and all others engaged in or upon the caisson or the apparatus connected therewith (N/A CO, MA); Cofferdam Dam Work—Not Pneumatic—All Operations to Completion—includes pile driving, excavation, and masonry or concrete work up to completion of the substructure only. SCOPE Code 6252 is applied to specialist contractors engaged in all operations involving shaft sinking for bridge footings, piers or foundations. The operations involve the removal of earth from a hole with a relatively small diameter and usually from a considerable depth as compared with its diameter. To prevent cave-ins, wooden or steel sheeting may be driven into the shaft by hand or power apparatus. The classification contemplates these operations as well as any pile driving and concrete work connected herewith. Code 6252 also is applied to specialist contractors engaged in all operations involving pneumatic caisson work for bridge or pier foundations.
2002 2003 2004 2005 2006 2007 **2008**	23.62% 26.71% 25.51% 24.88% 24.72% 24.81% **22.67%**	6260	**TUNNELING (PNEUMATIC).**
2002 2003	10.84% 11.25%	6319	**WATER MAIN OR GAS CONNECTIONS.**

CLASSIFICATION CODES

WORK YEAR	ASSIGNED RISK RATE	CODE	DESCRIPTION OF WORK: (PLEASE CALL 503.986.3029 FOR RATES NOT POSTED)
2004	9.81%		
2005	10.73%		
2006	9.18%		
2007	10.46%		
2008	**10.01%**		
2006	11.18%	6325	**Telephone or Cable TV Line Installation—** Telephone or Cable TV Line Installation—Underground & Drivers—applies to the installation and maintenance of underground telephone and cable television main lines, extension lines and outside service connection lines, when done by a contractor. The installation or replacement of cable only in existing conduit by a specialty contractor shall be separately rated as 5190. SCOPE Code 6325 is an all-inclusive classification and is intended to apply to an entire job, i.e., the erection of railway signal systems and/or highway guard-crossing systems. Operations such as the digging of a trench, laying of conduit, backfilling and concrete or masonry work are examples of the work contemplated by Code 6325. The same procedure is applicable to the installation of traffic signals, "auto-stops" and ornamental street lights. Cable laying by specialist contractors employing automatic equipment, which in one operation opens the trench, lays the cable and backfills, is also assigned to Code 6325.
2007	11.43%		
2008	**10.71%**		

Social Security/Medicare:	7.65%
Oregon Unemployment	0.9%-5.4%
Federal Unemployment	0.80%
Transit District Taxes:	Actual (~ 0.60%)

*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.*

Print Form

Force Account Invoice for Labor – Standard Calculation

Prepared by: Joe Smiley Date: 5-6-09 Project Name (Section): CONSTRUCTION MANUAL FORM EXAMPLE Contract No.: C12345

Reviewed by (at PM office): Rod Lenker Date: 5-8-09 Contractor: Prime Construction Company Period o f Work: 4-6-09 TO 4-30-09 Extra Work Order No.: 6

Subcontractor (if applicable):

| Labor | | | | Dates | | | |

OREGON DEPARTMENT OF TRANSPORTATION

FORCE ACCOUNT INVOICE FOR EQUIPMENT AND MATERIALS

PREPARED BY	DATE	CONTRACTOR	PROJECT NAME (SECTION)	CONTRACT NO.
Joe Smiley	5/6/2009	PRIME CONTRACTOR	CONSTRUCTION MANUAL FORM EXAMPLE	C12345
		SUBCONTRACTOR (WHEN APPLICABLE)	PERIOD OF WORK (FROM - THROUGH): 4/6/2009 – 4/30/2009	EXTRA WORK ORDER NO. EWO #6

Monthly Rate x Rate Adj / 176 + Oper Exp = Hourly Rate

EQUIPMENT DESCRIPTION: TYPE / MANUFACTURER	SERIAL NO / MODEL NO.	YR	"BLUE BOOK" SECTION	PAGE		DATES (MONTH/DAY) 4/6	4/7	4/8	4/9	4/10	4/11	4/12	4/13	4/14	4/15	4/16	4/17	4/18	4/19	4/20	4/21	4/22	4/23	4/24	4/25	4/26	4/27	TOTAL HOURS (1)	MONTHLY RATE	RATE ADJ.	OPER. EXP.	HOURLY RATE (2)	$ AMT COL 1 X COL 2
Ford Pickup	F150 - 2006		20	7	OPR.	1.0	1.0		4.0	4.0			1.0		6.0	6.0	8.0											31.00	475.00	1.010	4.20	6.93	214.70
					SBY.																												0.00
Chevy PU	3500 - 2006		22	9	OPR.			4.0	2.0					8.0						4.0	1.0	1.0						20.00	535.00	1.060	4.20	7.42	148.44
					SBY.																												0.00
					OPR.																												0.00
					SBY.																												0.00
					OPR.																												0.00
					SBY.																												0.00
					OPR.																												0.00
					SBY.																												0.00
					OPR.																												0.00
					SBY.																												0.00
					OPR.																												0.00
					SBY.																												0.00
					OPR.																												0.00
					SBY.																												0.00

MATERIALS (ALSO APPROVED RENTAL AND OWNER OPERATED EQUIPMENT)	NAME OF SUPPLIER, INVOICE NUMBER, AND DESCRIPTION (ATTACH RECEIPTED INVOICES)	MATERIALS $ AMOUNT			
	8 each Energite III Inertial Barrier Modules @ $220 each	$1,760.00	TOTAL FOR EQUIPMENT	A	$363.15
			TOTAL FOR MATERIALS	B	$1,760.00
			(LINE A + LINE B)	C	$2,123.15
			(LINE C x 17%)	D	$360.93
			TOTAL DUE (LINE C + LINE D)		$2,484.08

NOTE: REQUIREMENTS FOR DETERMINING HOURLY RATES MAY BE FOUND IN SUBSECTION 00197 OF THE CONTRACT.

SUBMIT THE ORIGINAL AND ONE COPY TO PROJECT MANAGER

Print Form

Force Account Summary

Project Name (Section) _____ Contract No. _____

Contractor _____ County _____ Estimate No. _____

Extra Work Order Number		(A) Prime	(B) Subcontractor
1	Labor Invoice		
2	Labor Invoice		
3	Labor Invoice		
4	Labor Invoice		
5	Equipment and Materials Invoice		
6	Equipment and Materials Invoice		
7	Equipment and Materials Invoice		
8	Equipment and Materials Invoice		
9	Total Current Force Account (Add Lines 1 through 8)		
10	Prior Total Force Account for A or Prior Subcontracted for B (Total from Line 11A or 11B Prior Summary)		
11	Total Force Account (Add lines 9A and 10A or 9B and 10B)		
12	8% Allowance		$0.00
13	Performed to Date (Add Lines 11A, 11B and 12B)		$0.00
14	Prior Total Force Account (Total from Line 13B Prior Summary)		
15	Enter on Progress Estimate and Cost Report (Subtract Line 14B from Line 13B)		$0.00

Remarks

Prepared by _____ Date _____ Approved by Project Manager _____ Date _____

Reviewed by _____ Date _____

Distribution: Project Manager submits the original and supporting documents to Construction with copies to the Contractor and Subcontractors.

734-3385 (09-2009) http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/HwyConstForms1.shtml 1 of 1

STEPS FOR REVIEWING FORCE ACCOUNT INVOICES IN PROJECT MANAGER'S OFFICE

1) Make sure you have all the documents to perform the review. You will need:

   (a) A copy of the Extra Work Order, form 734-3208. If there is none, check with the Project Manager (PM). It may not be completed yet, or it may be that this work will be paid under a Contract Change Order, 734-1169.

   (b) Invoices from the Contractor for labor. This may be either:

   - Force Account Invoice for Labor – Actual Cost Calculation, form 734-1863B; or
   - Force Account Invoice for Labor – Standard Calculation, form 734-1863A

   The Extra Work Order form has a check box to indicate which one is used.

   (c) Invoices from the Contractor for any equipment, materials, and subcontracts, on the Force Account Invoice for Equipment and Materials, form 734-1864.

   (d) Daily Force Account Record(s), form 734-3428 for each day or shift work was done. All the copies with all the 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, your first step is to contact the Project Inspector to find it.

   (e) Certified payrolls from the Contractor for the workers used and the time the work was done. These should be in the PM office with the Office Coordinator.

   (f) 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, tell the Contractor that their organization should have supplied it.

2) You will need to have access to a computer and to the Contract Payment System. The Rental Rate Bluebook application is available as a link from each of the CPS Pages. You will verify the equipment rental rates billed using the lookup features from the Rental Rate Bluebooks. You will also need the computer to fill out the Force Account Summary, form 734-3385B, which is where you record the results of your review. All the forms mentioned in these instructions are available at:
   http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/ConstForms.shtml.

3) First of all, verify that each of the workers on the labor invoice is being paid at the correct hourly rate and for enough 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.

4) If it is on the Standard Calculation form 734-1863A, check the calculations enough to see that they are accurate.

5) If it is on the Actual Cost Calculation form 734-1863B, check that the reimbursement rate for taxes follow these ODOT guidelines:
   - Social Security (combination of Social Security at 6.20% and Medicare--Average rates between 1.45%) 7.65%
   - Oregon Unemployment Compensation--Average rates 1.0 to 5.4%
   - Federal Unemployment Compensation--0.8%
   - Transit District Taxes--Tri-Met in Portland area, LTD in Eugene area (Current Tri-Met tax rate is 0.6418%, according to Tri-Met.)
   - Workers Compensation Insurance rate is calculated correctly. go to http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/docs/ClassCodes.xls to check the class code and assigned risk rate; and to
   - Go to the ODOT Intranet site Resources & Links to find the Contractor risk modification factor. Then check the calculations enough to see that they are accurate.

6) Unless the work requires a specific mobilization[i], and is a long way from a large town, we do not normally pay for travel costs. Check to see if regular Contract work was happening at the same time as the Extra Work. We would only consider payment of travel costs if the Contractor is paying travel costs to regular Contract employees.

7) We also do not pay for more than one level of supervision.

8) Next, check the Invoice(s) for Equipment and Materials, form 734-1864. There should be suppliers' invoices for materials, rental equipment, or specialty services[ii] (such as pavement sawing) attached, for any of these items listed on the bottom of the form. Verify that the amounts, dates and suppliers match the invoice and the Daily Force Account Record(s).

   Compare the equipment listed on the invoice(s) with the Daily Force Account Record(s). They should match. They should also roughly match what was agreed to on the Extra Work Order or Contract Change Order. Then, using the Rental Rate Blue Book link, make sure that the invoice does not request a higher amount for monthly rate, rate adjustment or operating expense than the equipment indicates. Make sure that attachments listed were actually needed for the work. Check the calculations enough to see that they are accurate.

9) There should be a contact person listed with the invoices. If any amounts are higher than you determine they should be, call the contact person and go over each discrepancy. If you can't resolve them, discuss the issues with your supervisor. Minor differences may be ignored, since it is hard to predict in advance exactly how much the extra work will cost.

10) Complete the Force Account Summary sheet. 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.

11) Complete the Force Account Invoice Evaluation Form, form 734-2784, Part 1 (*See* Exhibit 12G(k)). A copy of the form will be submitted to the Contractor, a copy will be retained in the Project Managers files, and the original form will be submitted with the invoice documents - see Step 12.

12) Assemble all documents in a neat and organized packet, with the Force Account Invoice Evaluation Form on top. Submit the packet to your supervisor or PM for review and signature of the Summary Sheet. Upon approval by the PM, the Summary Sheet will act as the paynote for entry (payment) into the Contract Payment System. Forward original documents to the Contract Administration Unit (CAU), mail a copy to the Contractor, and retain a copy for the Project Manager files.

The CAU will complete Part 2 of the Force Account Invoice Evaluation Form, form 734-2784, upon completion of their review of the Force Account invoice documents. Once completed, a copy of the form will be returned to the Contractor and the Project Manager.

---

[i] **(d) Moving Equipment** - If it is necessary to transport Equipment located beyond the Project Site exclusively for Force Account Work, the actual cost to transport the Equipment to, and return it from, its On-Site Work location will be allowed as an additional item of expense. However, the return cost will not exceed the original delivery cost. These costs will not be allowed for Equipment that is brought to the Project Site for Force Account Work if the Equipment is also used on Pay Item or related Work. If transportation of such Equipment is by common carrier, payment will be made in the amount paid for the freight. No markups will be allowed on common carrier transportation costs. If the Equipment is hauled with the Contractor's own forces, transportation costs will include the rental rate of the hauling unit and the hauling unit operator's wage. If Equipment is transferred under its own power, the rental rate allowed for transportation time will be 75% of the appropriate hourly rate for the Equipment, without attachments, plus the Equipment operator's wage.

[ii] **00197.40 Invoices for Special Services** - Invoices for Special Services that reflect current market pricing may be accepted without complete itemization of Materials, Equipment, and labor costs, if the itemization is impractical or not customary. The invoice for Special Services shall show credit for commercial trade discounts offered or available.
No percentage markup will be allowed other than that specified in 00197.80.

FORCE ACCOUNT INVOICE EVALUATION FORM

Oregon Department of Transportation

Project Name _____ Contract Number _____
Contractor _____ FA Summary Sheet No. _____
Subcontractor _____ Extra Work Order No. _____

PART 1: TO BE COMPLETED BY PROJECT MANAGER

Invoice Period	From	To	Year

Invoice Amounts	Equip & Materials	Labor
	$ -	$ -

Date Received by PM _____
Invoice Reviewed By _____ Date Invoice Reviewed _____

Invoice Item Description	Original Invoice Amount	Correction	Adjusted Invoice Amount	Reason for Correction
		$ -		
		$ -		
		$ -		
		$ -		
		$ -		
		$ -		
		$ -		
		$ -		
		$ -		
		$ -		
TOTAL:	**$0.00**	**$0.00**	**$0.00**	Paid Estimate No.

Date Copy Returned to Contractor _____ Returned via: _____

Invoice Reviewed - No Corrections Made:

Payment for Force Account Invoices are often entered into the progress estimate prior to the Invoice being checked. The above payment is made in good faith. However, the Agency reserves the right to make adjustments to this amount if discrepancies are discovered at a later date.

PART 2: TO BE COMPLETED BY CONTRACT ADMINSTRATION UNIT (CAU)

Date Received by CAU _____
Invoice Reviewed By _____ Date Invoice Reviewed _____

Invoice Item Description	Invoice Amount Approved by PM	Correction	Adjusted Invoice Amount	Reason for Correction
		$ -		
		$ -		
		$ -		
		$ -		
		$ -		
		$ -		
TOTAL:	**$0.00**	**$0.00**	**$0.00**	Adjustment Made on Estimate No.

Date Copy Returned to Contractor _____ Returned via: _____

Invoice Reviewed - No Corrections Made: ☐

*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 Project Manager (PM) 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 PM will provide his/her clearly printed name, signature, and date on each sheet, even if the sheet is not revised. Submit the redlined paper 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 TSB08-01(B):

1. The PM will submit one (1) copy of the marked-up paper As Constructed Plan sheets to the Region Tech Center.

   For Design-Build Projects, the Design-Builder will submit As Constructed mylars with PE stamp and the MicroStation files to the PM who will forward to the Region Tech Center.
2. The Region Tech Center will prepare the As Constructed mylar Bridge sheets and forward them to the Bridge Section.

*** All Marked Text Updated October, 2010**

3. The Region Tech Center will forward a full set of the As Constructed Plans to the ODOT Maps and Plans Center.

4. The ODOT Maps and Plans Center will scan the marked-up paper As Constructed Plans in color and archive the PDF files into FileNet.
5. Maps and Plans Center will send a notice to the PM, the District Office, the Construction Section, and the Transportation Data Section that the As Constructed Plans are available in FileNet. The Maps and Plans Center will be responsible for archiving the original marked-up copies of the As Constructed Plans.

The PM 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 insure 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 bench marks.
- 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 Project Manager (PM) should discuss Contract Time, completion dates, and adjustment of Contract Time at the Pre-Construction Conference (Pre-Con). The PM 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 PM also must address whether the Project was completed within the adjusted Contract Time. [*Refer to Chapter 34 - Contractor Performance Evaluation*]

13-1 NOTIFICATION OF COMMENCEMENT OF WORK AND COMPLETION DATES

The PM is responsible for recording and notifying the Contractor of First Notification, each Second Notification, and Third Notification. The PM 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.

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.

First Notification for Design-Build Projects is defined in Section 110.20 of the DB General Provisions.

*** All Marked Text Updated October, 2013**

Record the date of First Notification on form 734-3233. The notification must be signed and dated by the PM, 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:

Oregon Department of Transportation

NOTIFICATION OF COMMENCEMENT AND COMPLETION DATES FOR CONTRACT PROJECTS

PROJECT NAME (SECTION) CONSTRUCTION MANUAL FORM EXAMPLE		CONTRACT NO. C12345
HIGHWAY Main Highway	COUNTY Marion	E.A. NO. CON004321
CONTRACTOR PRIME CONSTRUCTION COMPANY		F.A. PROJECT NO. X-STP-S001(2)
PROJECT MANAGER (sign) *Rhoda Head, Project Manager*	DATE 10/13/2009	DATE OF AWARD 9/25/2008

FIRST NOTIFICATION
DATE October 13, 2008 ON WHICH THE ERECTION OF A SIGN OR PLANT, THE DEVELOPMENT OF AGGREGATE SOURCES, 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.

For Design-Build Projects, Second Notification is broken into "Interim Second Notification" and "Final Second Notification". Refer to the DB General Provisions, Section DB110.20 for definitions.

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 affect 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 PM must list those known items, yet to be completed, on form 734-3233 when issuing Second Notification. If the PM becomes aware of other uncompleted items, the PM must inform the Contractor of those items as soon as possible. The PM 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 plant establishment and any other items listed in 00180.50(g), is completed.

If the PM adds work to the Contract after Second Notification has been issued, the PM must rescind that Second Notification and notify the Contractor that the Contract Time has been restarted. When the added Work is complete, the PM must reissue Second Notification. If needed, the PM 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).

Record the date of each interim Second Notification on form 734-3233 as it occurs. If the Contract includes multiple completion dates, the PM must submit a Second Notification for each completion date until the Second Notification is issued for the final completion date. Reference all CCO's that added, modified, or changed the Contract Completion Date on the form.

Interim Second Notification Example:

Form must be re-signed to show when Second Note (A) is sent to the Contractor. Do the same with parts (B) and (C).

List any CCO's which change the completion date.

Oregon Department of Transportation

NOTIFICATION OF COMMENCEMENT AND COMPLETION DATES FOR CONTRACT PROJECTS

PROJECT NAME (SECTION) CONSTRUCTION MANUAL FORM EXAMPLE		CONTRACT NO. C12345
HIGHWAY Main Highway	COUNTY Marion	E.A. NO. CON004321
CONTRACTOR PRIME CONSTRUCTION COMPANY		F.A. PROJECT NO. X-STP-S001(2)
PROJECT MANAGER (sign) _____	DATE 8/28/2009	DATE OF AWARD 9/25/2008

FIRST NOTIFICATION

DATE October 13, 2008 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

	SPECIFIED COMPLETION (FROM SECT. 00180.50)	DAYS CHARGED BEYOND SPECIFIED COMPLETION	DATE(S) THE WORK WAS COMPLETED AND THE TIME CHARGES STOPPED.
(A)	8-28-09 (CCO #4, CCO #14)	0	8/27/2009
(B)	9/30/2009		
(C)	12/11/2009		
(D)			

ALL CLAIMS FOR ADDITIONAL COMPENSATION MUST BE SUBMITTED BY: DATE _____

(SEE SUBSECTION 00199.30 OF THE CONTRACT PROVISIONS FOR ADDITIONAL REQUIREMENTS.)

KNOWN ITEMS NECESSARY TO COMPLETE THE REQUIREMENTS FOR "THIRD NOTIFICATION" ARE:

When the PM issues the last Second Notification, the PM 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)). This is 15 Calendar Days (or 45 Calendar Days for Projects bid on or after 9/23/2013) from when the Notification is signed by the PM and/or mailed to the Contractor. This final Notification to the Contractor should be sent via certified mail (with a return receipt).

Final Second Notification Example:

Oregon Department of Transportation

NOTIFICATION OF COMMENCEMENT AND COMPLETION DATES FOR CONTRACT PROJECTS

PROJECT NAME (SECTION) CONSTRUCTION MANUAL FORM EXAMPLE		CONTRACT NO. C12345
HIGHWAY Main Highway	COUNTY Marion	E.A. NO. CON004321
CONTRACTOR PRIME CONSTRUCTION COMPANY		F.A. PROJECT NO. X-STP-S001(2)
PROJECT MANAGER (sign) _____	DATE 12/11/2009	DATE OF AWARD 9/25/2008

FIRST NOTIFICATION

DATE October 13, 2008 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

	SPECIFIED COMPLETION (FROM SECT. 00180.50)	DAYS CHARGED BEYOND SPECIFIED COMPLETION	DATE(S) THE WORK WAS COMPLETED AND THE TIME CHARGES STOPPED.
(A)	8-28-09 (CCO #4, CCO #14)	0	8/27/2009
(B)	9/30/2009	2	10/2/2009
(C)	12/11/2009	0	12/11/2009
(D)			

ALL CLAIMS FOR ADDITIONAL COMPENSATION MUST BE SUBMITTED BY: DATE 12/26/2009

(SEE SUBSECTION 00199.30 OF THE CONTRACT PROVISIONS FOR ADDITIONAL REQUIREMENTS.)

Claims date must be 15 days (or 45 days on Projects Bid after 9/23/2013) after the Note is signed by the PM, or mailed to the Contractor. Note the new signature date.

Submit the original Second Notification to the Construction Section, with a copy to the Contractor and others as noted on the distribution list on the form.

13-4 THIRD NOTIFICATION

Third Notification is referenced in 00150.90(b) and defined in Subsection 00110.20. (*DB General Provisions, Section DB110.20 for Design-Build Projects*).

Once the PM 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.

If an issue arises after the PM has issued Third Notification which would prevent final payment to the Contractor from being made (*such as missing documentation or certified payrolls that require corrections*), the PM will rescind Third Notification until the issue is resolved. Once all issues are resolved, the PM will reissue Third Notification.

After Second Notification, but prior to the issuance of Third Notification, the PM 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*]

Third Notification Example:

First and Second Note information remains on the Third Note form, but it must be resigned and dated.

Oregon Department of Transportation

NOTIFICATION OF COMMENCEMENT AND COMPLETION DATES FOR CONTRACT PROJECTS

PROJECT NAME (SECTION) CONSTRUCTION MANUAL FORM EXAMPLE		**CONTRACT NO.** C12345
HIGHWAY Main Highway	**COUNTY** Marion	**E.A. NO.** CON004321
CONTRACTOR PRIME CONSTRUCTION COMPANY		**F.A. PROJECT NO.** X-STP-S001(2)
PROJECT MANAGER (sign) _____	**DATE** 2/22/2010	**DATE OF AWARD** 9/25/2008

FIRST NOTIFICATION

DATE October 13, 2008 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

	SPECIFIED COMPLETION (FROM SECT. 00180.50	DAYS CHARGED BEYOND SPECIFIED COMPLETION	DATE(S) THE WORK WAS COMPLETED AND THE TIME CHARGES STOPPED.
(A)	8-28-09 (CCO #4, CCO #14)	0	8/27/2009
(B)	9/30/2009	2	10/2/2009
(C)	12/11/2009	0	12/11/2009
(D)			

ALL CLAIMS FOR ADDITIONAL COMPENSATION MUST BE SUE DATE Saturday, December 26, 2009
(SEE SUBSECTION 00199.30 OF THE CONTRACT PROVISIONS FOR ADDITIONAL REQUIREMENTS.)

KNOWN ITEMS NECESSARY TO COMPLETE THE REQUIREMENTS FOR "THIRD NOTIFICATION" ARE:

Submit all required Quality, Quantity and Labor Compliance Documentation.

Completion of all punchlist Work identified at final inspection (See attached).

THIRD NOTIFICATION

Monday, February 22, 2010 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.

If any CCO's have been issued adjusting Contract Time, note them on the Notification of Commencement and Completion Dates for Contract Projects form, and on the applicable Weekly Statements of Contract Time Charges form to assure that the proper completion date is communicated and used.

13-5 WEEKLY STATEMENT OF CONTRACT TIME CHARGES

(a) Calendar Day Calculation - For Projects with Contract Time specified in Calendar Days, the PM 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 with the fifteenth Calendar Day following the date of the Notice to Proceed (NTP). All Contract Time is recorded and charged to the nearest one-half Day. Send the original to the Contractor each week, with a copy to the Construction Section and Region/Bridge Delivery Unit (BDU).

OREGON DEPARTMENT OF TRANSPORTATION

WEEKLY STATEMENT OF CONTRACT TIME CHARGES

PROJECT NAME (SECTION) CONSTRUCTION MANUAL FORM EXAMPLE	CONTRACT NO. C12345
HIGHWAY Main Highway	F.A. PROJECT NO. X-STP-S001(12)
CONTRACTOR NAME AND ADDRESS PRIME CONSTRUCTION COMPANY 123 Business Street Centerville, OR 99999	WEEK ENDING December 19, 2009 DATE MAILED TO CONTRACTOR December 21, 2009

							REASONS FOR NOT CHARGING TIME
CONTRACT TIME UNITS (All, A, B, C, etc.)			A				
BEGINNING DATE OF TIME CHARGE			12/13/2009				
DAY OF WEEK	DAY OF MONTH	PREDOMINATE WEATHER					
SUN.	13		1.0				Beginning Date of Time Charge
MON.	14		1.0				
TUE.	15		1.0				
WED.	16		1.0				
THU.	17		1.0				
FRI.	18		1.0				Second Notification Issued
SAT.	19						
DAYS CHARGED THIS WEEK			6.0				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			30.0				
REVISIONS OR ADJUSTMENTS (+ or -) (explain below)							
DAYS CHARGED TO END OF CURRENT WEEK			36.0				
LIMITING NUMBER OF CALENDAR DAYS			30.0				
DAYS REMAINING							
FIXED DATE (Specified Completion Date)							
EXCESS DAYS USED			6.0				

(b) Fixed Date Calculation - For Projects with specified completion dates, the PM must complete a Weekly Statement of Contract Time Charges, form 734-3483, only after the Contract Time has expired. The PM must continue to complete this form on a weekly basis until Second Notification is issued. Send the original form to the Contractor each week with a copy to the Construction Section and Region/BDU.

OREGON DEPARTMENT OF TRANSPORTATION

WEEKLY STATEMENT OF CONTRACT TIME CHARGES

PROJECT NAME (SECTION) CONSTRUCTION MANUAL FORM EXAMPLE	CONTRACT NO. C12345
HIGHWAY Main Highway	F.A. PROJECT NO. X-STP-S001(12)
CONTRACTOR NAME AND ADDRESS PRIME CONSTRUCTION COMPANY 123 Business Street Centerville, OR 99999	WEEK ENDING December 19, 2009 DATE MAILED TO CONTRACTOR December 21, 2009

							REASONS FOR NOT CHARGING TIME
CONTRACT TIME UNITS (All, A, B, C, etc.)			A				
BEGINNING DATE OF TIME CHARGE			12/13/2009				
DAY OF WEEK	DAY OF MONTH	PREDOMINATE WEATHER					
SUN.	13		1.0				
MON.	14		1.0				
TUE.	15		1.0				
WED.	16		1.0				
THU.	17		1.0				
FRI.	18		1.0				Second Notification Issued
SAT.	19						
DAYS CHARGED THIS WEEK			6.0				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			30.0				
REVISIONS OR ADJUSTMENTS (+ or -) (explain below)							
DAYS CHARGED TO END OF CURRENT WEEK			36.0				
LIMITING NUMBER OF CALENDAR DAYS							
DAYS REMAINING							
FIXED DATE (Specified Completion Date)			12/15/09				
EXCESS DAYS USED			3.0				

(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, they have seven Calendar Days from the date the PM mailed or delivered 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 PM 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.

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 PM. When Work has been suspended for any reason, the Contractor cannot resume Work without the Agency's written authorization. Send a copy of Suspend and Resume Work orders to the Construction Section and Region/BDU.

As stated in *Chapter 3 - Delegation of Authority*, and the Letters of Authority, the PM has authority to suspend Contract Time by up to 14 Calendar Days, and the Region/BDU 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/BDU authorities. If Work is going to be suspended longer than the PM has authority (14 Calendar Days), the PM must obtain the concurrence of the Region/BDU or the CAE, as appropriate. Local Agency or Consultant PM's must work with the ODOT Local Agency Liaison (LAL) or Agency PM to obtain approval for any time suspension.

If the PM has suspended Work, the PM must evaluate the Agency's impact on Contract Time. If the PM can justify granting Contract Time according to 00180.70(c), and the amount of Contract Time is within the PM's delegated authority, then the PM shall issue a CCO to modify Contract Time. If the amount of justified Contract Time is beyond the PM's delegated authority, the PM shall obtain the concurrence of the Region/BDU 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 this information 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 PM must assess liquidated damages as defined in 00180.85. The value of the liquidated damages for the Project will be identified in the Special Provisions. The PM must include liquidated damages on the next progress estimate as an adjustment item (6000 series). [*Refer to Chapter 25 – Payments to Contractors/Retainage*]

On Design-Build projects, liquidated damages will be listed in the DB Special Provisions, Section SP180.85(b).

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 PM, within seven Calendar Days of when the Contractor knew, or should have known, of the delay. The PM 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 PM, according to 00180.80(c).

When given a notice of delay, the PM 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 PM and the Contractor should find the most cost effective method to mitigate the delay. If at the time of the delay, the PM does not mitigate the delay with a Contract Change Order, the PM 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 PM should discuss this with Region/BDU or the CAE as appropriate.

If the PM adds Contract Work which impacts the Project's critical path and requires additional Contract Time, the PM 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 PM 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 predicable 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 PM 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 PM 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 Web site at http://www.usbr.gov/pn/agrimet/wxdata.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 PM 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 PM 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 PM 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 PMs delegated authority, the PM 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 PM 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:

- Special Services
  - Rental of operated Equipment, or
  - 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 Project Manager 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.

* **All Marked Text Updated August 2016**

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, and
- Materials and Equipment to be incorporated into the Work purchased or produced by the Contractor.

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 will be specified in Specifications DB180.20(a).

(b) Special Services

(1) 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 PM. The Contractor must submit a written request to the PM describing the Work or service to be provided, its estimated cost, and the estimated duration. If the PM agrees that the Work or service qualifies as "rental of operated Equipment", the PM must approve the request before the Work or service is provided.

Contact the Contract Administration Unit before approving requests for Work or services valued over $10,000 or with a duration greater than 7 Days.

If the PM 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, and
    - Certified payrolls according to Section 00170

The PM 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).

(2) Offsite Fabrication and Machining

Written consent is not generally required for this Work.

(c) Trucking

Trucking services agreements 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). Trucking services agreements are not required for delivery of Materials by or for or from a supplier.

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 PM at the pre-construction conference. The PM must approve the proposed trucking services agreement(s) before they are used on the Project.

After the PM 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 PM 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 submit 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 PM 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 and surveyors (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 PM for approval according to 00180.21(b). The PM 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

Submittal, processing and Agency approval of subcontracts on Design-Build contracts follows a different procedure. Refer to the DB General Provisions, Section DB180.21 when processing subcontracts for Design-Build contracts.

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 PM office reviews the submitted request form and will do the following:

a. Verify that the Subcontractor has the appropriate licenses and certifications:
    1. Contractor's license through the Construction Contractors Board
    2. Business license through the Corporations Division
    3. PE/PLS license through the Oregon State Board of Examiners for Engineering and Land Surveying (OSBEELS)
    4. Inspector/technician certifications through ODOT Quality Assurance Certification Program
    5. Landscaper's license through the Landscape Contractors Board
    6. 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.
    1. BOLI's list of ineligible Contractors can be found at www.oregon.gov/boli
    2. The CCB's list disqualified Contractors can be found at: http://www.oregon.gov/CCB/public-contracting/Pages/not-qualified.aspx
    3. 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/portal/SAM/#1
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:
    1. Prevailing wages are not required under ORS 279C.800 to 279C.870, or

2. 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:

1. Cargo Act requirements 00160.20.
2. A statement about the Subcontractor's ability to file a complaint with the Construction Contractors Board (ORS 279C.515) [00180.21(d) 1st paragraph]
3. A prompt payment clause (10 days) (ORS 279C.580) [00180.21(d)(1)]
4. A standard form/application for payment clause [ORS 279C.580(3)(b)] [00180.21(d)(2)]
5. 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)]
6. An interest penalty clause (ORS 279C.580) [00180.21(d)(4)]
7. A lower tier clause (ORS 279C.580) [00180.21(d)(5)]
8. 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]
9. 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 PM office will complete, sign and send the original signed copy of form 734-1964 back to the Contractor.

Work may proceed if the Contractor submitted a scanned copy of the Contractor's Request for Subcontract Consent, form 734-1964. The PM may withhold payment if the original signed 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 PM 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 PUBLIC FORCES

15-1 CONTRACTS

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

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

15-2 CONTRACT CHANGES

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

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

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

Notes on a drawing shall take precedence over drawing details.

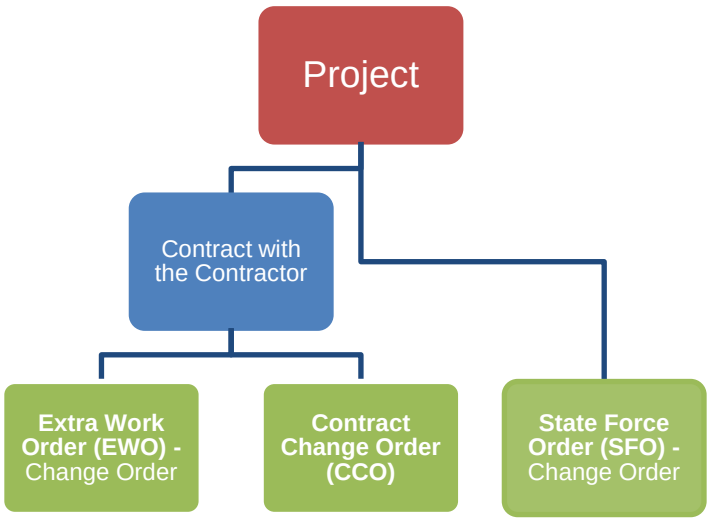
*** All Marked Text Updated October 2013**

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

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

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

TYPES OF CHANGE ORDERS



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

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

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

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

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

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

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

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

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

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

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

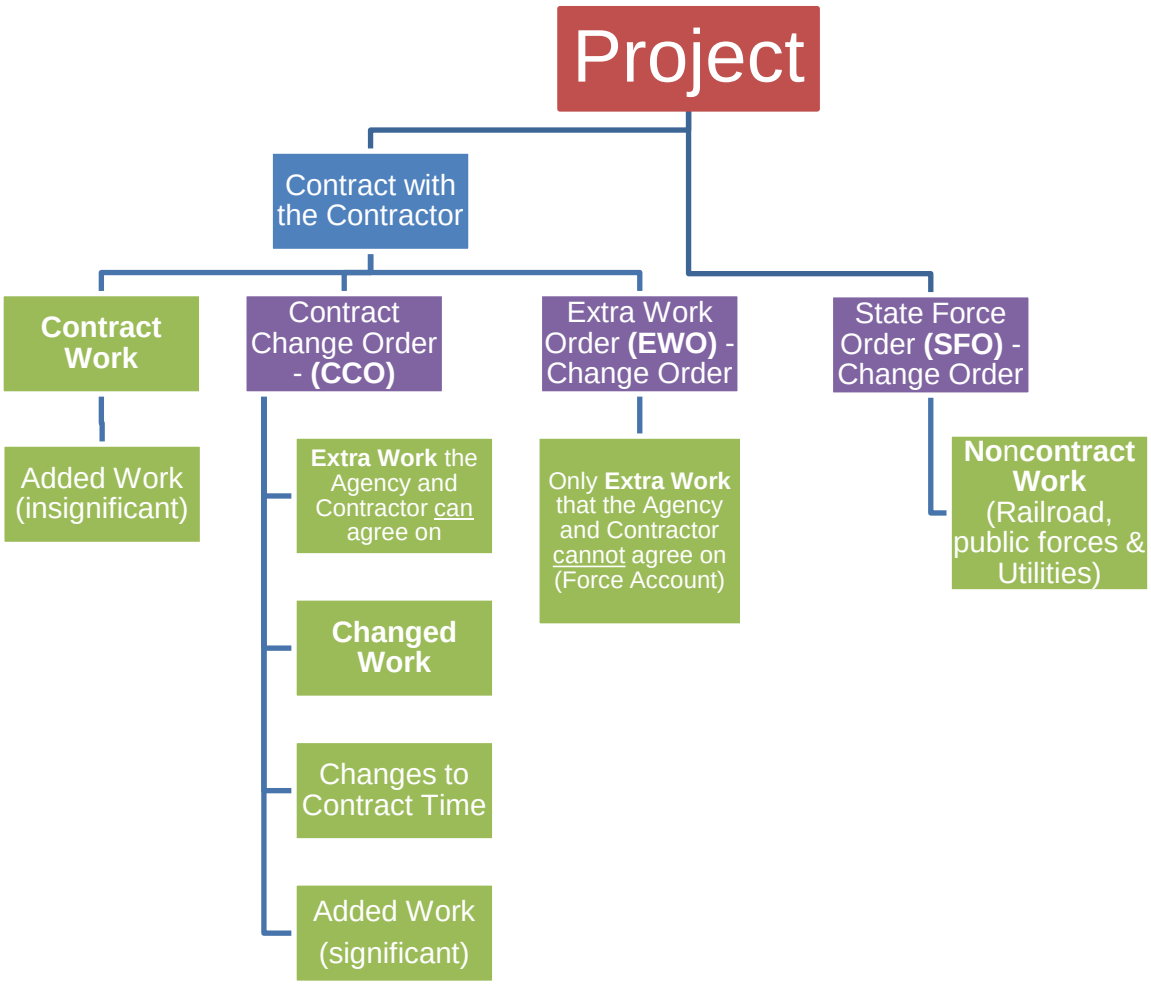
NOTE: Underlined forms and references in the body of the text throughout this manual have been hyperlinked to the individual forms, references or Chapter.

15-3 DEFINITIONS OF TYPES OF WORK

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

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

TYPES OF PROJECT WORK



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

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

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

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

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

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

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

b. CHANGED WORK (INSIGNIFICANT AND SIGNIFICANT)

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

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

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

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

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

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

1. **INSIGNIFICANT CHANGED WORK**

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

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

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

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

2. **SIGNIFICANT CHANGED WORK**

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

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

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

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

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

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

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

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

c. EXTRA WORK

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. CONTRACT CHANGE ORDER (CCO)

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

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

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

All CCOs shall have the following information:

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

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

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

     "This CCO has no impact on Contract Time."

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

3. ESCALATION /DE-ESCALATION (IF APPLICABLE, MUST ADDRESS THE FOLLOWING ITEMS):
   - If the original Contract contains any of the escalation/de-escalation provisions (00195.10 – Asphalt, 00195.11 – Fuel, or 00195.12 – Steel), then the CCO must also address the escalation/de-escalation. [Refer to *Chapter 12E – Adjustments to Lump Sum and Other Items*]

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

Payment shall be payment in full for furnishing and placing all materials, and for furnishing all equipment, labor, technical representatives, surveying and incidentals necessary to complete the work as specified. Payment also includes redesign engineering costs for the alignment change on Wall 1SW. The increased quantities for wall 1SW will be paid under the applicable bid items.

This work is not on the Critical Path and will have no effect on Contract Time.

The escalation/de-escalation provisions in 00195.10, 00195.11 and 00195.12, DO NOT apply to the work covered by this CCO.

PAY ITEM	Sub Job	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
4016A	011	Temporary Shoring for Revision to Wall 1SW	1.00	LS	$38,000.00	$38,000.00
		☐ Additional items listed on attached Page 2			TOTAL FROM PAGE 2	$0.00
ESTIMATED NET COST EFFECT OF THIS AGREEMENT ON THE CONTRACT:					INCREASE X DECREASE ☐	$38,000.00

4. CLAIM SETTLEMENT (IF APPLICABLE, THE CLAIM SETTLEMENT CCO MUST HAVE THE FOLLOWING LANGUAGE):

   "This Change Order is final settlement of all Contractor claims submitted by __(Contractor)____ related to the ___(issue/description)_____ claim made or that could be made of any kind or amount, known or unknown, on Contract No. _____ regardless of amount or theory of entitlement. Total sums paid includes statutory interest and settles all claims about the _____(issue/description)_____ including but not limited to those presented at the _____(type of meeting or hearing)_____.The properly submitted claim was received on (Date)."

   - All claim settlement CCOs require statutory interest to be assessed. Contact the CAU for assistance with the interest calculations.
   - For Dispute settlement language, contact the CAU for assistance.

b. EXTRA WORK ORDER (EWO) CHANGE ORDER *(Work to Be Performed on a Force Account Basis)*

When the PM is unable to negotiate a price for Extra Work or when the Extra Work is not defined well enough to draft a CCO with a quantified price, the PM will prepare an 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 12-G - Extra Work Performed on a Force Account Basis* for recording information daily, as well as verifying the Contractor's billings for the Extra Work.

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

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

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

c. ORDER FOR FORCE WORK (FO/SFO)

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

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

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

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

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

Have the Contractor perform the Work whenever possible.

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

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

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

15-5 COST JUSTIFICATION

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

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

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

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

Oregon Department of Transportation

COST ESTIMATE

NOTICE: FORM MUST BE TYPEWRITTEN

Prepared by	Project		Contract No.
Joe Smiley, Prime Construction	CONSTRUCTION MANUAL FORM EXAMPLE		C12345
Reviewed by	Highway	County	Sheet
Rhoda Head, Asst. PM	MAIN HIGHWAY	Marion	1 of 1
Description of Work		CHECK BOX IF SUBCONTRACTED ☐	
CCO #2 - Grind and Replace at Broadway Bridge			

	ITEM DESCRIPTION	Unit	Materials, Equipment, and Special Services Quantity	Unit Price	Amount	Labor Quantity	Unit Price	Amount
1	Foreman	Hour				8	$56.35	$450.80
2	Pickup	Hour	8	$14.75	$118.00			
3	Screed Operator -2 ea x 6 hours	Hour				12	$53.89	$646.68
4	Raker - 2 each x 6 hours	Hour				12	$51.06	$612.72
5	(Dumpman) Laborer	Hour				6	$36.57	$219.42
6	AC Paver (Wheeled Mounted)	Hour	6	$151.60	$909.60			
7	Paver Operator	Hour				6	$53.89	$323.34
8	Roller - 1.8 - 2.9Tons / 5,247 lbs.	Hour	6	$24.86	$149.16			
9	Roller - 5.0 - 7.9 Mtons / 14,396 lbs.	Hour	6	$38.07	$228.42			
10	Asphalt	Ton	45	$92.00	$4,140.00			
11	HMAC Oil	Ton	3.8	$449.00	$1,706.20			
12	Tack Oil	Ton	0.28	$414.00	$115.92			

ATTACHMENTS						
☑ WAGE DETERMINATION, FORM 734-1870	Subtotal	A	$7,367.30	Subtotal	B	$2,252.96
☐ OTHER (EXPLAIN BELOW)	Allowance (Ax17%)	C	$1,252.44	Allowance (Bx22%)	D	$495.65
EXPLAIN	Total (A+C)	E	$8,619.74	Total (B+D)	F	$2,748.61

SUBCONTRACTOR SUPPLEMENTAL MARKUP (8%)	G	$0.00	TOTAL MATERIAL EQUIPMENT, SPECIAL SERVICES, LABOR ALLOWANCE AND SUBCONTRACTORS MARK UP	$11,368.35

REMARKS, ASSUMED PRODUCTION RATES, SPECIAL CONDITIONS

OREGON DEPARTMENT OF TRANSPORTATION

WAGE DETERMINATION

NOTICE: FORM MUST BE TYPEWRITTEN

CONTRACTOR	PROJECT NAME (SECTION)	CONTRACT NO.
PRIME CONSTRUCTION	CONSTRUCTION MANUAL FORM EXAMPLE	C12345

PREPARED BY	DATE	HIGHWAY	COUNTY	E.A. NO.
Rhoda Head	12/15/2012	MAIN HIGHWAY	MARION	CON004321

	WAGE DETERMINATION FOR	TO ACCOMPANY	F.A. PROJECT NO.
	ASPHALT REMOVAL AND REPLACEMENT	CCO #2	X-STP-S001(2)

	JOB DESCRIPTION		Foreman	Operator	Raker	Dumpman	Paver	Roller			
	LABOR CRAFT		OE	OE	Laborer	Laborer	OE	OE			
	AREA OR ZONE		1	1	1	1	1	1			
	GROUP		4	4	4	1	4	5			
A	BASIC RATE	OT	$53.57	$50.57	$50.57	$33.93	$50.57	$48.90			
		ST	$35.71	$33.71	$33.71	$22.62	$33.71	$32.60			
B	VACATION										
C	LINE A+B	OT	$53.57	$50.57	$50.57	$33.93	$50.57	$48.90			
		ST	$35.71	$33.71	$33.71	$22.62	$33.71	$32.60			
D	TAX & INSUR (LINE C X K)	OT	$12.44	$11.74	$11.74	$7.88	$11.74	$11.36			
		ST	$8.29	$7.83	$7.83	$5.25	$7.83	$7.57			
E	HEALTH & WELFARE		$12.35	$12.35	$9.52	$8.70	$12.35	$12.35			
F	PENSION										
G	EDUCATION & TRAINING										
H	CONSTRUCTION INDUSTRY ADVANCEMENT										
I	OTHER (EXPLAIN)										
J	TOTAL (LINES C THRU I)	OT	$78.35	$74.66	$71.83	$50.51	$74.66	$72.61			
		ST	$56.35	$53.89	$51.06	$36.57	$53.89	$52.52			

TAXES AND INSURANCE		
SOCIAL SECURITY -- FICA		7.65%
ACCIDENT INSURANCE BASE RATE	12.86%	
REDUCTION AS % OF BASE RATE	0.90%	11.57%
OREGON UNEMPLOYMENT COMPENSATION		3.20%
FEDERAL UNEMPLOYMENT COMPENSATION		0.80%
K TOTAL PERCENTAGE FOR TAXES AND INSURANCE		23.22%

REMARKS:

734-1870(8-00)

15-6 WORK OR CHANGE ORDER SUPPORTING DATA

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

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

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

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

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

15-7 REASON CODES

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

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

Find each element of the reason code described below.

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

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

b. **TIME CODE:** The time code, found only on the CCO form, is checked "yes or no" if additional time is added to the CCO. *This code is **not** listed on the EWO or FO/SFO forms.*

c. **WORK TYPE:** This code is further identified by the Work type that caused the need for a Change Order. The Work types are as follows:

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

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

e. **PM:** Identifies whether the Construction PM is external (consultant, Local Agency, etc.) or internal (ODOT). Use code "E" for external PM and code "I" for internal PM.

15-8 FORMS

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

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

Forms available are:

CONTRACT CHANGE ORDER (CCO)

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

EXTRA WORK ORDER (EWO)

Form 734-3208	Single Extra Work Order with Supporting Data and Reason Codes for Work or Change Order
Form 734-3208WB	25 Extra Work Orders with Supporting Data and Reason Codes for Work or Change Orders, and EWO Summary

ORDER FOR FORCE WORK/STATE FORCE ORDER (SFO)

Form 734-1105	Single Order for Force Work with Supporting Data and Reason Codes for Work or Change Orders
Form 734-1105WB	25 Orders for Force Work with Supporting Data and Reason Codes for Work or Change Order, and SFO Summary

15-9 SIGNATURES

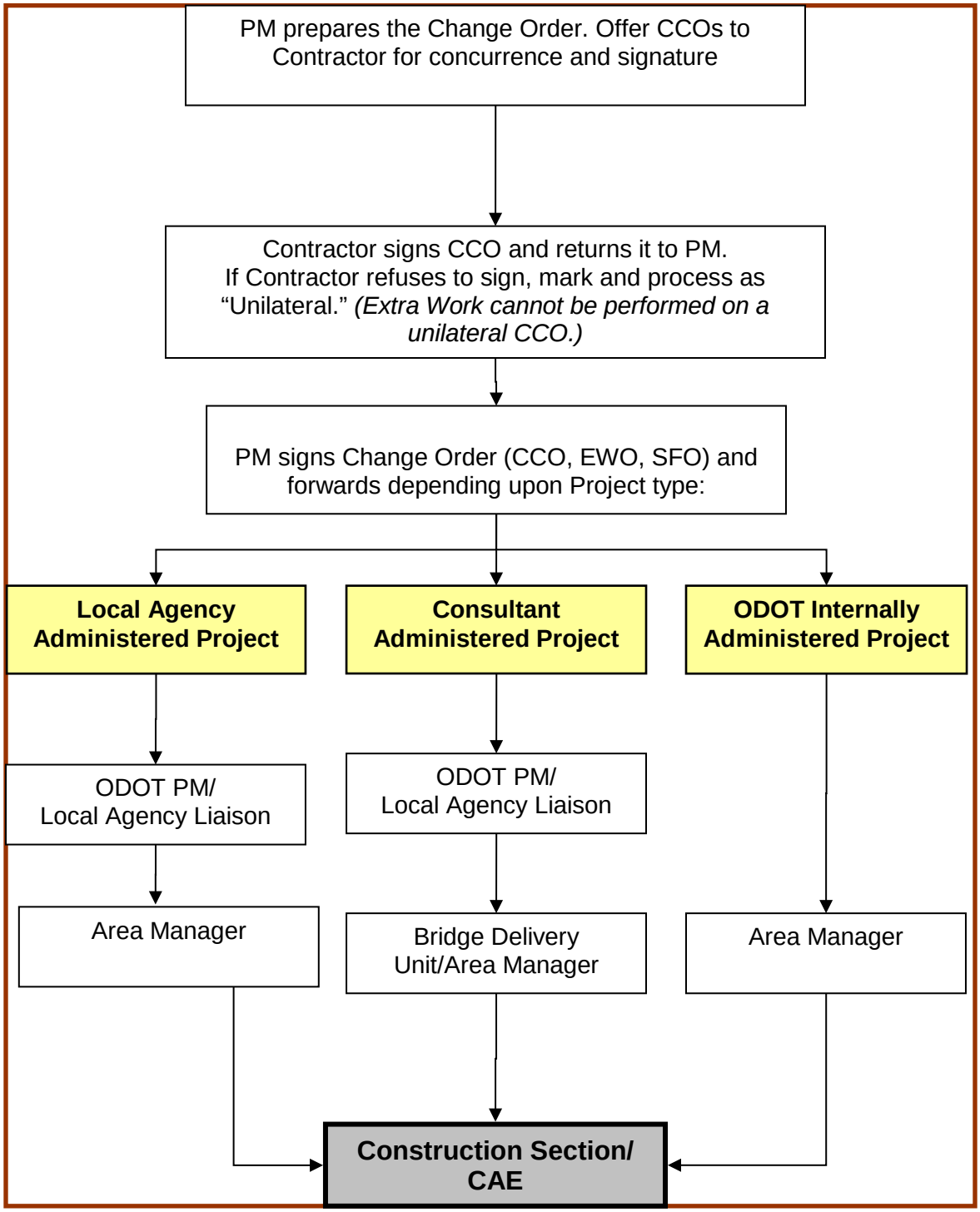
After the PM has completed the appropriate Change Order and Work or Change Order Supporting Data, and reviewed it with the appropriate individuals, route the Change Order for signature. *[See Section 15-4 CHANGE ORDERS (CCO, EWO, SFO) - GENERAL REQUIREMENTS of this chapter for more information],*

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

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

The signature process is outlined below on the following flowchart:

CHANGE ORDER SIGNATURE FLOWCHART



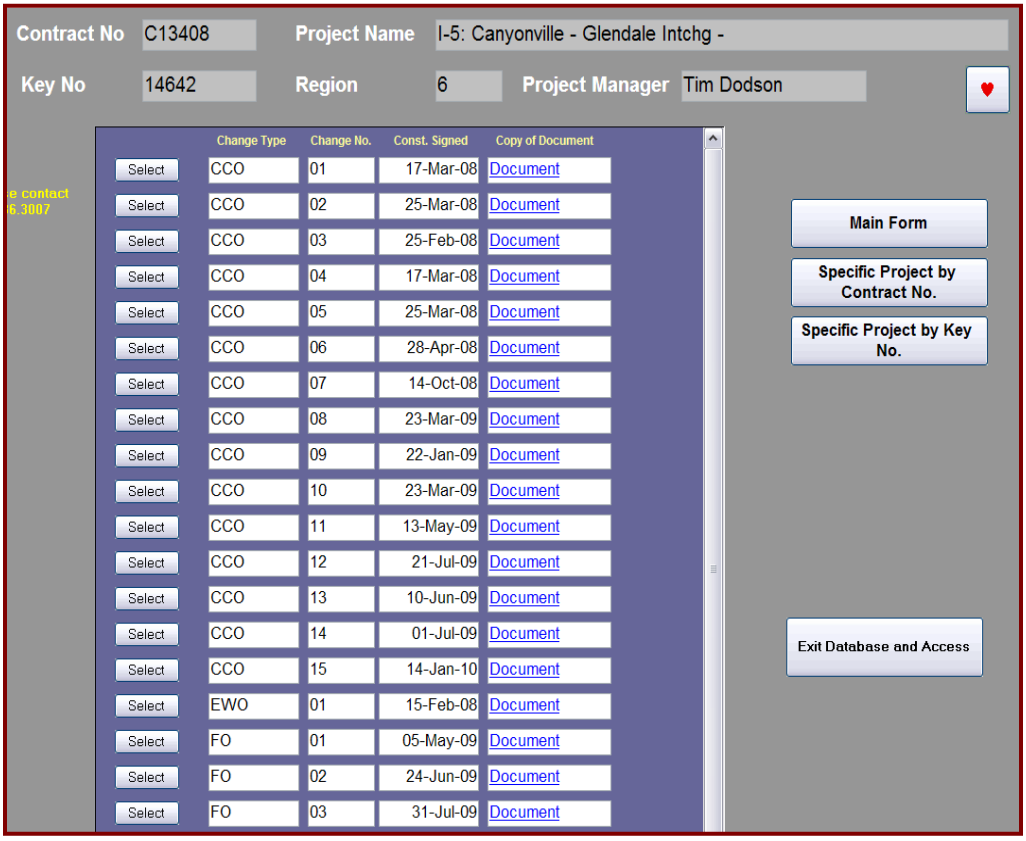
Once the signature process is completed, the order is approved and entered into the CPS.

15-10 CHANGE ORDER DATABASE

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

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

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



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

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

15-11 DISTRIBUTION

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

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

\\Scdata2\oper\ContractElectronicFiles.

Oregon Department of Transportation

CONTRACT CHANGE ORDER (Page 1)

NOTICE: THIS FORM MUST BE TYPEWRITTEN

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

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

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

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

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

Perform Sidewalk Ramps in accordance with Section 00759.

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

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

PAY ITEM	Sub Job	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
4015A	011	Sidewalk Ramps	6.00	EA	$425.00	$2,550.00
4015B	011	Revise 00180.50(h)(1), April 30, 2011	1.00	LS	$0.00	$0.00
4015C	011	Revise 00180.50(h)(2), November 10, 2011	1.00	LS	$0.00	$0.00
		[x] Additional items listed on attached Page 2			**TOTAL FROM PAGE 2**	$0.00

ESTIMATED NET COST EFFECT OF THIS AGREEMENT ON THE CONTRACT: INCREASE [X] DECREASE [ ] $2,550.00

CONTRACTOR SIGNATURE [X] IS [ ] IS NOT NECESSARY (EXPLAIN IN SUPPORTING DATA)

CONTRACTOR SIGNATURE MAKES THIS CONTRACT CHANGE ORDER A SUPPLEMENTAL AGREEMENT

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

CONTRACTOR SIGNATURE	DATE	AGENCY PM (ODOT only) [X] RECOMMENDED [ ] APPROVED	DATE
Print: Joe Tsuga, Superintendent		Print: Rhoda Dendron	
Sign: Joe Tsuga	6/24/2011	Sign: Rhoda Dendron	7/1/2011
RECOMMENDED BY LOCAL AGENCY	**DATE**	**AREA MANAGER: [ ] NOTED [X] RECOMMENDED [ ] APPROVED**	**DATE**
Print:		Print: Mark Abies	
Sign:		Sign: Mark Abies	7/15/2011
RECOMMENDED BY PM (IF EXTERNAL TO ODOT)	**DATE**	**CONSTRUCTION SECTION: [ ] NOTED [X] APPROVED**	**DATE**
Print:			
Sign:		Spencer Tilia	7/18/2011

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

734-1169 (1-2011) Contractor: Sign all pages.

Oregon Department of Transportation

CONTRACT CHANGE ORDER (Page 2)

PROJECT NAME (SECTION)	CONTRACT NO.	CONTINUATION OF CCO NO.:
Construction Manual Form Example - Exhibit 15A	12345	15

PAY ITEM	Sub Job	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
4015D	011	Add 00180.50(h)(3), January 20, 2012	1.00	LS	$0.00	$0.00
4015E	011	Revise 00180.85(b) Liquidated Damages	1.00	LS	$0.00	$0.00
					PAGE 2 TOTAL	$0.00

CONTRACTOR SIGNATURE	DATE	PROJECT MANAGER OR LOCAL AGENCY LIAISON SIGNATURE	DATE
Joe Tsuga	6/24/2011	Rhoda Dendron	7/1/2011

734-1169 (1-2011)

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

ATTACHMENT A

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

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

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

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

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

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

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

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

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

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

Oregon Department of Transportation

WORK OR CHANGE ORDER SUPPORTING DATA (Page 1)

PROJECT NAME (SECTION)	CONTRACT NO.
Construction Manual Form Example - Exhibit 15A	12345

HIGHWAY	F.A. PROJECT NO.
Main Highway	X-STP-S001(2)

NET EFFECT OF ORDER ON PROJECT	AMOUNT	CONSTRUCTION AUTH.	EST. PROJECT COST W/ORDER	OVERRUN %
☑ Increase ☐ Decrease	$2,550.00	$12,127,709.64	$12,219,302.29	0.76%

ESTIMATED STARTING DATE* OR	DATE WORK WAS STARTED*	WORK/CHANGE IS MAJOR?	TO ACCOMPANY (ORDER TYPE & NUMBER)
		☒ Yes ☐ No	CCO 15

PREPARED BY	DATE	REVIEWED BY AREA MANAGER	DATE
Merga Head	6/21/20011	Mark Abies	6/21/2011

WORK OR CHANGE HAS BEEN DISCUSSED WITH

Name	Title		Name	Title	DATE
Ima Eskbert	POR	BY	Merga Head	Assistant PM	4/23/2011
		BY			
		BY			
		BY			

PRIOR APPROVAL TO PROCEED WITH THE WORK OR CHANGE HAS BEEN OBTAINED FROM*

Name	Title		Name	Title	DATE
Spencer Tilia	Contract Admin Eng	BY	Merga Head	Assistant PM	4/23/2011
Sara Thuya	Region 1 Const. Engineer	BY	Merga Head	Assistant PM	4/23/2011
		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
John Oaks	FHWA Area Engineer	BY	Merga Head	Assistant PM	4/23/2011

FOR CONTRACT CHANGE ORDERS THAT CHANGE A CONTRACT PRICE OR DETERMINE A NEW PRICE -

PM's COST ESTIMATE IS ATTACHED: ☐ Yes ☑ No, Explain below

ADDITIONAL INFORMATION THAT IS NOT INCLUDED ON ORDER (Additional Description; Who requested; Why necessary; Why cost is not a contractor responsibility; Parties other than State or FHWA that have agreed to share the costs; Emergency work prior to approval; Estimate effect on project time; Significant discussions; References to supporting and/or attached documents, including cost estimates for "Extra Work Orders" and "Force Orders"; Why contractor refuses to sign). List all previously approved overruns.

A request for Overrun in Construction Authorization for $410,085.79 or 3.38% was approved on 6/1/2011 by Andrew Birch.

Cost Estimate: Average Bid Price is: $467.00
Contractor Quote is: $425.00

Contractor quote is reasonable and justified.

☐ Continued on additional sheets

734-1882 (1-2011) ***EXCEPT IN EMERGENCY SITUATIONS, THE WORK OR CHANGE MAY NOT PROCEED WITHOUT PROPER PRIOR APPROVAL(S)**

Oregon Department of Transportation

WORK OR CHANGE ORDER SUPPORTING DATA (Page 2)
REASON CODES

PROJECT NAME (SECTION)	CONTRACT NO.	TO ACCOMPANY (ORDER TYPE & NO.)
Construction Manual Form Example - Exhibit 15A	12345	CCO 15

PAY ITEM	REASON CODE (21-32)	TIME CODE (Y/N)	WORK TYPE (A-K)	DESIGN (E or I)	PM (E or I)	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
4015A	25	Y	C	I	I	Sidewalk Ramps	6.00	EA	$425.00	$2,550.00
4015B	25	Y	F	I	I	Revise 00180.50(h)(1), April 30, 2011	1.00	LS	$0.00	$0.00
4015C	25	Y	B	I	I	Revise 00180.50(h)(2), November 10, 2011	1.00	LS	$0.00	$0.00
4015D	25	Y	F	I	I	Add 00180.50(h)(3), January 20, 2012	1.00	LS	$0.00	$0.00
4015E	25	Y	B	I	I	Revise 00180.85(b) Liquidated Damages	1.00	LS	$0.00	$0.00
									TOTAL	$2,550.00

734-2616 (1-2011)

Oregon Department of Transportation

EXTRA WORK ORDER

TO BE PERFORMED ON A FORCE ACCOUNT BASIS

NOTICE: THIS FORM MUST BE TYPEWRITTEN

PROJECT NAME (SECTION)	KEY No.	REGION	CONTRACT NO.
Construction Manual Form Example - Exhibit 15B	19534	1	12345

HIGHWAY	PM	AGENCY PM	F.A. PROJECT NO.
Main Highway	Colleen Beech	Joseph Spruce	X-STP-S001(2)

CONTRACTOR NAME AND MAILING ADDRESS	PM (CONSULTANT OR LOCAL AGENCY) NAME AND ADDRESS	EWO NO.
PRIME CONSTRUCTION COMPANY 123 BUSINESS AVENUE ANY TOWN, OR 99999	CITY OF ANYTOWN PUBLIC WORKS DEPT 1234 PUBLIC WORKS WAY ANY TOWN, OR 99999	1 **SUBJOB** 011

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

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

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

ESTIMATE OF QUANTITIES AND COSTS

Hazardous
Disposal (118 tons @ $22.50 / Ton) = $2,655
Material (120 tons @ $27.00) = $3240
Equipment (8 hours @ $125.00) = $1,000
17% Markup (Disposal, Material & Equip) = $1,172.15
Subtotal =*$8067.15*
Labor (50 hours @ $55.00) = $2,750**
**22% Mark up included in the Standard Calc.

Total Labor, Disposal, Materials and Equipment with Mark up = $10,817.15

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

SPECIFICATIONS AND OTHER PROVISIONS --

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

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

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

RECOMMENDED BY LOCAL AGENCY	DATE	AGENCY PM ☒ RECOMMENDED ☐ APPROVED	DATE
Print: Colleen Beech		Print: Joseph Spruce	
Sign: Colleen Beech	10/25/2010	Sign: Joseph Spruce	10/25/2010
RECOMMENDED BY PM (IF EXTERNAL TO ODOT)	**DATE**	**AREA MANAGER: ☐ NOTED ☐ RECOMMENDED ☒ APPROVED**	**DATE**
Print:		Print: Sara Thuya	
Sign:		Sign: Sara Thuya	10/26/2010
		CONSTRUCTION SECTION: ☐ NOTED ☒ APPROVED	**DATE**
		Spencer Tilia	10/27/2010

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

734-3208 (1-2011)

Updated 1/12

Oregon Department of Transportation

WORK OR CHANGE ORDER SUPPORTING DATA (Page 1)

PROJECT NAME (SECTION)	CONTRACT NO.
Construction Manual Form Example - Exhibit 15B	12345

HIGHWAY	F.A. PROJECT NO.
Main Highway	X-STP-S001(2)

NET EFFECT OF ORDER ON PROJECT	AMOUNT	CONSTRUCTION AUTH.	EST. PROJECT COST W/ORDER	OVERRUN %
☒ Increase ☐ Decrease	$10,817.15	$274,116.31	$262,228.39	-4.34%

ESTIMATED STARTING DATE* OR	DATE WORK WAS STARTED*	WORK/CHANGE IS MAJOR?	TO ACCOMPANY (ORDER TYPE & NUMBER)
10/20/2010	10/21/2010	☐ Yes ☒ No	EWO 1

PREPARED BY	DATE	REVIEWED BY AREA MANAGER	DATE
Colleen Beech	10/25/2010	Sara Thuya	10/26/2010

WORK OR CHANGE HAS BEEN DISCUSSED WITH

Name	Title		Name	Title	DATE
Joseph Spruce	Local Agency Liaison	BY	Colleen Beech	PM, City of Any Town	10/20/2010
Sara Thuya	ODOT Area Manager	BY	Colleen Beech	PM, City of Any Town	10/20/2010
Jack Frost	Environmental Specialist	BY	Colleen Beech	PM, City of Any Town	10/20/2010
		BY			

PRIOR APPROVAL TO PROCEED WITH THE WORK OR CHANGE HAS BEEN OBTAINED FROM*

Name	Title		Name	Title	DATE
Joseph Spruce	Local Agency Liaison	BY	Colleen Beech	PM, City of Any Town	10/20/2010
		BY			
		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:

ADDITIONAL INFORMATION THAT IS NOT INCLUDED ON ORDER (Additional Description; Who requested; Why necessary; Why cost is not a contractor responsibility; Parties other than State or FHWA that have agreed to share the costs; Emergency work prior to approval; Estimate effect on project time; Significant discussions; References to supporting and/or attached documents, including cost estimates for "Extra Work Orders" and "Force Orders"; Why contractor refuses to sign). List all previously approved overruns.

An underground storage tank containing hazardous material was discovered while the contractor was installing the storm and electrical conduit. There were no bid items in the contract to measure or pay for the removal of the storage tank and the hazardous material.

The PM discussed the extra work with contractor in the field. Flagging and TP&DT would be covered under the existing bid items. The proposed removal and handling of the underground storage tank and the hazardous material was difficult to determine. The Contractor was unable and unwilling to negotiate a price for the removal of the tank and hazardous material.

The PM made the decision to proceed on an Extra Work basis (See Attachment A).

734-1882 (1-2011)

***EXCEPT IN EMERGENCY SITUATIONS, THE WORK OR CHANGE MAY NOT PROCEED WITHOUT PROPER PRIOR APPROVAL(S)**

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

City of Any town

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

October 20, 2010

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

RE: Contract 12345- Extra Work Order #1

Dear Joe,

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

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

Sincerely,

Colleen Beech

Colleen Beech
Project Manager

Oregon Department of Transportation

ORDER FOR FORCE WORK

NOTICE: THIS FORM MUST BE TYPEWRITTEN

PROJECT NAME (SECTION)	KEY No.	REGION	CONTRACT NO.
Construction Manual Example - Exhibit 15C	18321	1	C12345

WORK TO BE DONE BY: (STATE FORCE, UTILITY, RAILROAD, LOCAL GOVERNMENT, ETC. -- BY NAME)	F.A. PROJECT NO.
Utility - Dee Electric Company	X-STIP-S001(3)

PROJECT MANAGER	AGENCY PM	EXPENDITURE ACCOUNT
Jacob Aster	Rhoda Dendron	CON 12345

PM (CONSULTANT OR LOCAL AGENCY) NAME AND MAILING ADDRESS	MAINTENANCE DIST.	FORCE ORDER NO.
ABC CONSULTING AGENCY 456 ENGINEERING FIRM DRIVE ANY CITY, OR 99999	12J	1
	SUBJOB 11	ACTIVITY J54

DESCRIPTION AND LOCATION OF WORK COVERED BY THIS ORDER --

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

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

ESTIMATE OF QUANTITIES AND COSTS

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

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

RECOMMENDED BY LOCAL AGENCY		DATE	AGENCY PM (ODOT ONLY) [x] RECOMMENDED [ ] APPROVED		DATE
Print	Karen Larix		Print	Rhoda Dendron	
Sign	Karen Larix	8/24/2011	Sign	Rhoda Dendron	8/24/2011
RECOMMENDED BY PM (IF EXTERNAL TO ODOT)		DATE	AREA MANAGER: [ ] NOTED [x] RECOMMENDED [ ] APPROVED		DATE
Print	Jacob Aster		Print	Mark Abies	
Sign	Jacob Aster	8/25/2011	Sign	Mark Abies	8/25/2011
			CONSTRUCTION SECTION: [ ] NOTED [X] APPROVED		DATE
				Spencer Tilia	8/26/2011

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

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

734-1105 (1-2011)

Oregon Department of Transportation

WORK OR CHANGE ORDER SUPPORTING DATA

PROJECT NAME (SECTION)	CONTRACT NO.
Construction Manual Example - Exhibit 15C	C12345

HIGHWAY	F.A. PROJECT NO.
Main Highway	X-STIP-S001(3)

NET EFFECT OF ORDER ON PROJECT	AMOUNT	CONSTRUCTION AUTH.	EST. PROJECT COST W/ORDER	OVERRUN %
☑ Increase ☐ Decrease	$4,000.00	$2,452,362.66	$2,234,980.50	-8.86%

ESTIMATED STARTING DATE* OR DATE WORK WAS STARTED*	WORK/CHANGE IS MAJOR?	TO ACCOMPANY (ORDER TYPE & NUMBER)
9/1/2011	☑ Yes ☐ No	FO 1

PREPARED BY	DATE	REVIEWED BY AREA MANAGER	DATE
Rhoda Dendron	8/18/2011	Mark Abies	8/25/2011

WORK OR CHANGE HAS BEEN DISCUSSED WITH

Name	Title		Name	Title	DATE
Larry Aspen	City Engineer of Record	BY	Jacob Aster	PM	8/19/2011
Mark Abies	Area Manager	BY	Jacob Aster	PM	8/19/2011
Polly Ethyl -Lean	Region Utility Specialist	BY	Jacob Aster	PM	8/19/2011
		BY			

PRIOR APPROVAL TO PROCEED WITH THE WORK OR CHANGE HAS BEEN OBTAINED FROM*

Name	Title		Name	Title	DATE
		BY			
		BY			
		BY			

WORK OR CHANGE HAS BEEN DISCUSSED WITH FHWA

Name	Title		Name	Title	DATE
John Oaks	FHWA Region Mgr	BY	Rhoda Dendron	Construction Liaison	8/22/2011

FHWA TENTATIVE APPROVAL OBTAINED FROM

Name	Title		Name	Title	DATE
		BY			

FOR CONTRACT CHANGE ORDERS THAT CHANGE A CONTRACT PRICE OR DETERMINE A NEW PRICE --

PM's COST ESTIMATE IS ATTACHED: ☐ Yes ☑ No, Explain below

ADDITIONAL INFORMATION THAT IS NOT INCLUDED ON ORDER (Additional Description; Who requested; Why necessary; Why cost is not a contractor responsibility; Parties other that State or FHWA that have agreed to share the costs; Emergency work prior to approval; Estimate effect on project time; Significant discussions; References to supporting and / or attached documents, including estimates of costs for "Extra Work Orders" and "Force Orders"; Why contractor refuses to sign). List all previously approved overruns

Dee Electric Company Line Extension Cost is necessary to connect and activate 20 new street lights by Dee Electric Company. The work was requested by the City of Any Town, OR and could not be completed by the prime contractor (Prime Construction Company), due to the nature of the work. Other agencies are not involved in bearing the cost and the work did not impact the construction timeline.

The line extension cost is estimated by Dee Electric Co. at $4,000.00.

☐ Continued on additional sheets

734-1882 (1-2011) ***EXCEPT IN EMERGENCY SITUATIONS, THE WORK OR CHANGE MAY NOT PROCEED WITHOUT PROPER PRIOR APPROVAL(S)**

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 Project Manager (PM) 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 PM. 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 PM.

The PM must ensure the review is complete, and the Working Drawings and submittals are returned to the Contractor within the timeframes specified in the Contract. The Agency could be liable for additional Contract Time if the timeframes 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 timeframes.

The PM shall send the Working Drawings and submittals to the designer or Professional of Record (POR) responsible for that portion of the Work. The PM should coordinate the submittal(s) with the designer or POR, and ensure they are returned to the Contractor within the allowed timeframes. The PM must keep a log of when all submittals are received and returned to the Contractor.

The PM 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 so 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 PM and the reviewer shall keep copies of the Working Drawing(s) with comments that are returned to the Contractor; provide one for the Inspector, and one for the Project files.

The PM must assure that 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.

[*Refer to Chapter 9 - Responsibilities of Project Manager* and *Chapter 22 – Sources of Materials*]

CHAPTER 17 - SAFETY

The Contractor is responsible for providing a safety program that provides a safe workplace for its workers, other workers on the Project, Agency employees, Agency representatives, 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 information. The Contractor may also be held responsible for the safety program and practices of each of its Subcontractors.

The primary responsibility for enforcing safety and health law rests with the Oregon Occupational 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 testing program. The Contractor will also require its Subcontractors to have an employee drug testing program.

The Project Manager (PM) is not responsible for monitoring the Contractor's drug testing program. However, the Agency may audit, review, or request a copy of the Contractor's drug testing program. If the PM is aware of problems or incidents, they should notify the Contractor or other authorities.

17-2 PROJECT SAFETY

The PM oversees Contractor compliance with the Contract requirements, such as Temporary Traffic Control. The PM will require the Contractor to complete the ODOT Safety Questionnaire for Contracted Construction Projects and submit to the PM prior to the Pre-Construction Conference [*See* Exhibit 17(A)]. This form is available at the following website:

http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/HwyConstForms1.shtml.

[*Refer to Chapter 11 – Before On-Site Work Can Begin, Section 11-2 Pre-construction Conference*]

If the PM 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 PM detects or is aware of a safety violation that presents an imminent danger, and the Contractor fails to take immediate corrective action, the PM 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 PM'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 PM should suspend the Contractor's operations if the Contractor does not correct unsafe conditions in a timely and proper manner.

The PM must address the issue of safety when completing the Prime Contractor Performance Evaluation. [*Refer to Chapter 34 - Contractor Performance Evaluation*]

17-3 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 PM or Inspector must investigate the accident to:

1. 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 PM or Inspector must ensure that it is done immediately by the Contractor.
2. 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 PM should record all information related to the accident in the General Daily Progress Report and/or the PM'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 at (503) 986-3040. [*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 need to:

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 PM must ensure, when an accident occurs within a construction Project, that:

1. Traffic control is modified or improved, if needed, to improve traffic movement; and
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 PM should contact the Contract Administration Engineer (CAE) for questions or concerns regarding Agency liability of such a request.

ODOT Safety Questionnaire for Contracted Construction Projects

Project Name (Section) _____ Contract No. _____

Project Manager _____ Phone Number _____

Address _____ City _____ Zip _____

Contractor _____

Pre-Construction Meeting Date _____ Pre-Construction Meeting Location _____ Pre-Construction Meeting Time _____

Contractor Instructions

Please complete this questionnaire and return it to the ODOT Project Manager at the address listed above at least **one week** prior to the scheduled pre-construction meeting.

Safety Representative

Please list the contractor's safety representative for the project.

Name _____ Title _____

Work Phone Number _____ Cell Number _____ Emergency Phone Number _____

Traffic Control

Please bring a copy of the traffic control plan to the pre-construction meeting for review and discussion. where a project has phases that alter the traffic flow as construction progresses, revised or additional traffic control plans need to be provided to the project manager 30 days prior to implementation of the new phase.

Some highway control projects may require the contractor to have a Certified Traffic Control Supervisor (TCS). To the contract specifications require a TCS for this project?

☐ Yes ☐ No

Name _____ TCS Certification Number (If required) _____ Expiration Date _____

Work Phone Number _____ Cell Number _____ Emergency Phone Number _____

Safety Committee Meetings

If you plan to have on-site safety committee meetings, please provide the following:

Meeting Date _____ Meeting Location _____ Meeting Time _____

Emergency Response

Are 911 emergency responses available in the project area? ☐ Yes ☐ No

If not, what are the phone numbers for the following emergency services. (These numbers need to be posted next to the telephone at the project site.)

Hospital _____ Ambulance _____ Police Dept. _____ Fire Dept. _____

STD 96002 (08-2011) http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/hwyConstForms1.shtml 1 of 2

Hazardous Materials & Conditions

Will there be any hazardous materials used on this project? ☐ Yes ☐ No

If yes, attach a list of the hazardous materials to this questionnaire.

The following checked hazardous activities or conditions have been identified as being part of this contract. At the Pre-Construction Meeting, be ready to discuss the processes being prepared for this project to address these conditions. Discussions should include: mitigation techniques, worker and visitor safeguards, required Competent Persons, written safety plans and discussions of previous similar projects. The ODOT Project Manager may ask the ODOT Region/Division Safety Manager to provide technical advice and counsel at the Pre-Construction Meeting regarding any of the following identified activities or conditions.

- ☐ Complex traffic control or night work
- ☐ Trenching required shoring or other protection system
- ☐ Permit required confined spaces
- ☐ Tunneling (underground work activities)
- ☐ Other potential high risk condition _____
- ☐ Other potential high risk condition _____
- ☐ Hazardous Materials that may require a specific safety plans such as:
  - ☐ Asbestos
  - ☐ Lead paint or other lead-containing products
  - ☐ Silica
  - ☐ Large scale painting and blasting or grinding operations
  - ☐ Excavation of known hazmat site

Back-Up Alarms or Signal Persons

Will trucks and heavy equipment have back-up alarms? ☐ Yes ☐ No

If no, signal persons will be required where trucks and heavy equipment are backing up.

Competent Persons

Will this project have excavations subject to OR-OSHA trenching and shoring regulations? ☐ Yes ☐ No

If yes, list the on-site Competent Person.

_____
Name

Visitor Job Site Safety Equipment

ODOT employees and ODOT's visitors will comply with the contractor's personal protective equipment requirements while on the project. Please describe what protection is required and when (hard hats, eye protection, ear protection, foot protection, high visibility clothing, etc.):

Signatures

Submitted by Contractor Representative

_____ _____
Name Title

_____ _____
Sign Date

Submitted by ODOT Representative

_____ _____
Name Title

_____ _____
Sign Date

STD 96002 (08-2011) http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/hwyConstForms1.shtml 2 of 2

*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:

1. Small Business Programs
   a) Minority, Women and Emerging Small Business (MWESB) – State
   b) Service Disabled Veteran Owned Business (SDVOB) – State
   c) Disadvantaged Business Enterprise (DBE) - Federal
   d) Emerging Small Business (ESB) - State
2. Equal Employment Opportunity (EEO) – Federal
3. 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.

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:

http://www.oregon.gov/ODOT/CS/CIVILRIGHTS/pages/contact_us_directory.aspx

(a) OCR Pre-Construction "Pre-Con" Requirements

The OCR Pre-con requirements will be emailed to each Project Manager (PM) within three days of the Award Letter notification. The report generated letter will auto-fill the PM'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 PM will send the OCR Pre-Con requirements to the Contractor.

For a Project with a zero DBE goal, the PM 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.

* **Entire section updated January 2017**

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 (Form 2) to the PM 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 received, the PM 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 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 PM 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 PM and appropriate staff must be available for these meetings.

The PM 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 PM will address each requirement for the Workforce and Small Business Equity Programs included in the Project. The PM 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
- Summary Report of Subcontractors Paid (SRSP) Form 734-2722 – (Projects Bid prior to 10/23/2014)
- DBE Work Plans (Form 3A) 734-2165A
- DBE Commercially Useful Function Form 3B (CUF) 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
- Training Program (TP) form 731-0335 (Projects Bid prior to 12/31/2015)
- Apprentice/Trainee Approval Request (ATAR) Form 734-2878
- Apprentice/Trainee Approval Request (ATAR) Form 731-0294 (Projects Bid prior to 12/31/2015)
- Apprentice/Trainee Monthly Progress Report (MPR) Form 734-2879
- Monthly Progress Record (MPR) Form 731-0332 (Projects Bid prior to 12/31/2015)
- 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 PM. The PM 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 PM 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, 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 PM and LAL.

After Second Notification is issued, the FC will coordinate with the PM to perform a final review of the OCR Project documentation.

A final review summary will be emailed to the PM 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 PM's issuance of Third Notification.

When all Office of Civil Rights requirements have been satisfied on the Project, the FC will send an email communication to the PM and LAL, if applicable, confirming OCR requirements are satisfied and Project ready for close out. *[Refer to Chapter 37 – Submittal of Final Project Documentation]*

The PM 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:

http://www.oregon4biz.com/How-We-Can-Help/COBID/

Information on the MWESB and SDVOB Supplemental Aspiration Contract Provisions is available at:

http://www.oregon.gov/ODOT/HWY/SPECS/Pages/manuals_forms_etc.aspx

(a) Contractor Submitted Diversity Plan

The Contractor is required to submit a Contractor Diversity Plan to the PM 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:

http://www.oregon.gov/ODOT/HWY/SPECS/Pages/manuals_forms_etc.aspx

A sample Diversity Plan can be found at:
http://www.oregon.gov/ODOT/CS/CIVILRIGHTS/pages/forms.aspx

The PM is responsible for forwarding the Contractor's submitted Diversity Plan to the FC for review and acceptance. The FC will alert the PM 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 PM will review the Contractor's completed Paid Summary Report, Form 734-2882.

The PM 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 PM if there are any discrepancies.

18-2 DISADVANTAGED 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 PM is responsible for monitoring and enforcing the DBE Contract requirements. Information on the ODOT DBE Program Plan is available on the OCR website at:

http://www.oregon.gov/ODOT/CS/CIVILRIGHTS/Pages/dbe_prog_plan.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 PM 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 PM 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 PM 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), prior to concurrence 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 PM 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 PM 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 PM determines corrective action is needed, PM 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 PM 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 PM 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 PM or designated representative must perform at least one CUF review per DBE:

- For each twelve 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 (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 (when a new type of Work is added).

If the FC or the PM identifies any discrepancies or CUF issues on the form, they will coordinate to determine any needed corrective action.

The PM 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 PM:

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 PM 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

The DBE trucking Subcontractor(s) 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, and
- The number of hours it was used for each Day.

The DBE Contractor/Subcontractor is required to submit to the PM 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 PM is also responsible for performing an independent verification of all trucks used on the Project for a full work shift. The PM 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 PM 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 PM will develop and document an alternate Plan in cooperation with the FC.

Again, the PM office should not provide advance notification to the DBE Subcontractor for Days performing the independent verification.

The PM will:

- Choose random peak trucking days to perform the verification.
- Verify all trucks in use on the Project for a full shift.
- Compare the PM'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 to assist in investigating the discrepancy.
- Document the resolved discrepancy.

If the discrepancy is unresolved, the verification will be expanded until the PM 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 PM will be responsible for determining the crediting for the DBE Trucking firm. To determining the crediting, the PM 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 PM 20 days after receipt of payment from the Agency.

The PM 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 PM if there are any discrepancies.

(h) Corrective Action

If the PM or FC identifies any failure to perform by either the Contractor or any Subcontractor on Projects covered by federal regulation or State statute, the PM must initiate any actions needed to correct violations of the DBE Program.

The PM 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 PM 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 (EEO) PROGRAM - 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 also include the following EEO-Aspirational Target Provisions:

The Agency is striving to increase statewide participation rates to 14% for women and 14% for minorities.

In the Portland tri-county area, the Agency aims for participation rates of 14% for women and 20% for minorities.

More information on the ODOT Workforce Development Program is available on the OCR website at:

http://www.oregon.gov/ODOT/CS/CIVILRIGHTS/Pages/wdp.aspx

(b) EEO Reports

1. 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 PM 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 PM 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 PM will approve the electronic MEUR Form by forwarding it to the FC.

If unacceptable, the PM will return the original email and attachment (MEUR pdf file) to the Contractor. The PM 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 PM, the PM 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 email and MEUR to the PM for correction. The FC 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.
- Request the electronic MEUR is corrected and re-submitted timely.

18-5 REIMBURSABLE ON-THE-JOB AND APPRENTICESHIP TRAINING – FEDERAL and STATE FUNDED (All Projects Bid after July 1, 2011)

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 PM should set a deadline for the Form(s) to be submitted (prior to the Contractor beginning Work) and follow up with the Contractor.

The PM will forward the submitted Training Program Approval Request Form(s) to the FC. Upon approval/denial, the form(s) will be returned to the PM 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 PM for each apprentice to be credited toward the Pay Item. The PM shall forward the ATAR(s) to the FC. Upon approval/denial, the form(s) will be returned to the PM 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 PM by the 10th of each month.

The PM 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 PM 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 PM will use the MPR for "paynote" documentation. *[Refer to* Chapter 12D - Quantities*]*

(c) Second Notification

The PM 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 PM 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 PM 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 disproportionally 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 Project Manager (PM) 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

(a) Federal Davis Bacon and Related Acts (DBRA) and the State's Bureau of Labor and Industries Prevailing Wage Rate (BOLI PWR) Law

1. 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 Marked Text Updated August 2016

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.

Effective January 1, 2011, 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 can be found 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.

2. 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 PM'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 PM 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 PM's 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-38, WH-347, or any form with identical wording and information) including the signed certification/statement of compliance page.

The PM monitors labor complianc15e 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, PM and the LCO.

(a) The Contractor

1. Required Postings

Each Contractor is required to post all of the following documents in an accessible place at the Project Site:

- US-DOL WH-1321 Poster "Employee Rights Under the Davis-Bacon Act".
- 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:

www.wagehour.dol.gov

www.oregon.gov/BOLI

2. Work Schedule

Contractors must give employees and the PM 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 (5-8's), Monday through Friday.
- Four consecutive days, ten hours a day (4-10's), Monday through Thursday.
- Four consecutive days, ten hours a day (4-10's), 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

((hourly base rate + hourly zone pay) x 1.5) + 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 mid-point 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 of 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) Project Manager (PM)

The PM monitors labor compliance over the course of the Project, and approves final acceptance of labor at Project completion.

The PM 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 PM is responsible to:

- Conduct employee wage interviews, typically every six months, with the Contactor'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 cancelled 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 Project Manager'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 PM 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 PM's office.
- Monitor labor compliance by reviewing payroll reports, employee interview reports, and inspector daily logs in the PM's office, local agency Project offices, and consulting firms for consultant managed Projects.
- Provide program-level technical expertise to PM 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.
- Primary point of contact for BOLI and US-DOL.
- Technical resource to 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 PM 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 either of the following forms or any form developed with the identical wording on the certification/compliance statement.

- Federal Payroll Form WH-347 for federal funded/Davis-Bacon Projects, or
- BOLI Payroll Form WH-38 for State funded/BOLI Projects and/or federal funded/Davis-Bacon Projects.

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) PM Review of Certified Payroll Reports

The PM 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.

(d) 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 PM should request documentation from an employer to verify an individual's status as an apprentice.

(e) 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 PM'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 PM or staff reviewing the certified payrolls should verify that the employee is paid under the appropriate trade classifications for Work performed. The PM 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).
- A formal filed complaint either to the PM, LCO or to BOLI..

The PM 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 PM level, the PM 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 cancelled 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. 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 PM 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 PM'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 PM will prepare the payroll documentation for semi-final. Once the PM determines the final payroll documentation is complete, the PM will accept the labor compliance documentation.

If the Project has an Establishment Period (planting or seeding), the PM will review the remaining payrolls associated with this Work. Once the PM determines that the payroll documentation is complete, the PM will accept the remaining labor compliance documentation.

Upon final acceptance of the labor compliance, the Project Manager's Labor Compliance Certification, form 734-1734 is prepared by the PM office, and signed by the PM.

NOTE: If there are no certified payrolls associated with the Establishment Period Work, the PM should include the following notation on the signed Labor Compliance Certification form: *"No Establishment Period Payrolls".*

The PM 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 PM Labor Compliance Certification form.

The PM 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

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(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 PM 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) *are* entitled to prevailing wages for the following:

- Time spent transporting Materials or supplies between a facility that is deemed part of the Site of Work 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 *de minimis* (15 minutes). This includes time spent waiting to load or unload, but not recognized as lunch or other rest breaks. For the purpose of entitlement to prevailing wages, each trip stands alone and multiple trips on the same Day are not combined (for example, 6 10-minute trips would not entitle the driver to 60 minutes of prevailing wages).
- For Projects subject to BOLI prevailing wage rates when:
  - Time spent on the Site of the Work loading and/or unloading Materials and supplies if such time equals 20% or more of the work week. This includes time spent waiting to load or unload, but not recognized as lunch or other rest breaks.

(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.
- All Projects subject to prevailing wage rates when:
  - *De minimis* time spent on the Site of the Work, such as less than 15 minutes spent on the Site of the Work merely to pick up or drop off Materials or supplies.
- 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

Site of the Work is limited to the physical place or places where the construction called for in the Contract will remain when Work on it has been completed, and other adjacent or nearby property used by the Contractor or Subcontractor in such construction which can reasonably be said to be dedicated to the Project and included in the Site of the Work.

For 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 Project Manager (PM) 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 PM 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 12-D – 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 PM 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 PM 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 PM 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 PM 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 PM;
- Requests for surveying or staking; and
- 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 12-D – 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 PM upon Project completion.
- Provide to the PM 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 PM 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 to the ODOT Geometronics Unit. The PM may also need to reference and relocate markers that will be disturbed during the Project. The PM 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 PM 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 those 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 PM 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 [*Refer to Chapter 37 – Submittal of Final Project Documentation*] the PM must submit a Right of Way (ROW) Monumentation Completion Notice to the Contract Administration Unit (CAU). The notice can 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 PM 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 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.

The Project Manager (PM) should assure that the Agency has acquired all of the required permits in order to allow Project Work to proceed. The PM should also be aware of and involved in communicating any special restrictions or operating rules that are included in the permits. The PM 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 PM 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 PM must assure that the Contractor is abiding by those restrictions and obligations. The PM 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.

Many permits require that the PM 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 the ODOT Highway Mobility Operations Manual at:

http://intranet.odot.state.or.us/home/pdf/TrafficMobilityManual_complete.pdf.

The PM 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 PM 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 Project Manager (PM) of its proposed Material sources of supply, including any steel or other fabricators, within the following timeframes:

- 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 PM to assure that compliance testing is performed or that source compliance tests are 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 PM, 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 PM 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.

*** All Marked Text Updated October, 2010**

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 PM 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 its responsibilities and the frequencies of testing that it must perform, as well as the reports that it must provide to the PM.
- 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 PM:

- Must assure that the Contractor is knowledgeable about its responsibilities and the frequencies of testing that it must perform, as well as the reports that it must provide to the PM.
- 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 its 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 PM 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 PM 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 its 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 PM before any Work can begin or any Materials from the source can be accepted:

- Provided the PM with a copy of all required permits, or proof that permits are not required from the entities identified in 00160.60(c)(1); and
- Provided the PM with written approval from any property owners for the Contractors proposed operation in, and reclamation of, the source.
- Unless the Contractor uses its 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 PM with a Certificate of Materials Origin (CMO), form 734-2126, before incorporating any iron or steel Materials into the Project. If a CMO is not provided, 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:

http://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:

http://www.fhwa.dot.gov/construction/cqit/buyam.cfm

22-6 AGENCY INSPECTION OF MATERIALS

When steel and other fabricated Materials must be inspected during the fabrication process, the PM 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 PM 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 Project Manager (PM) and the Contractor must verify the quantity of Materials that need to be produced. Both the PM 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 Region Utility Specialist (RUS) and the State Utility Liaison (SUL) will review and make a determination of the Utilities compensable rights. The Project Manager (PM) 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 the DB General Provisions, Section DB174.10. You will need to refer to DB174.10 when handling work done by Utilities and Railroads on Design-Build projects.*

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 PM should contact the RUS, 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 PM 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 PM must record the

*** All Marked Text Updated October, 2010**

information needed to analyze the delay and resolve the delay with the Contractor.

The PM 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 PM should consult with the RUS 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 PM 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 PM 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 PM 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 PM must also record, in a diary or General Daily Progress Report, on a daily basis, the Work performed and the resources used. When the PM receives the billing from the Railroad, the PM 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.

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 PM 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.

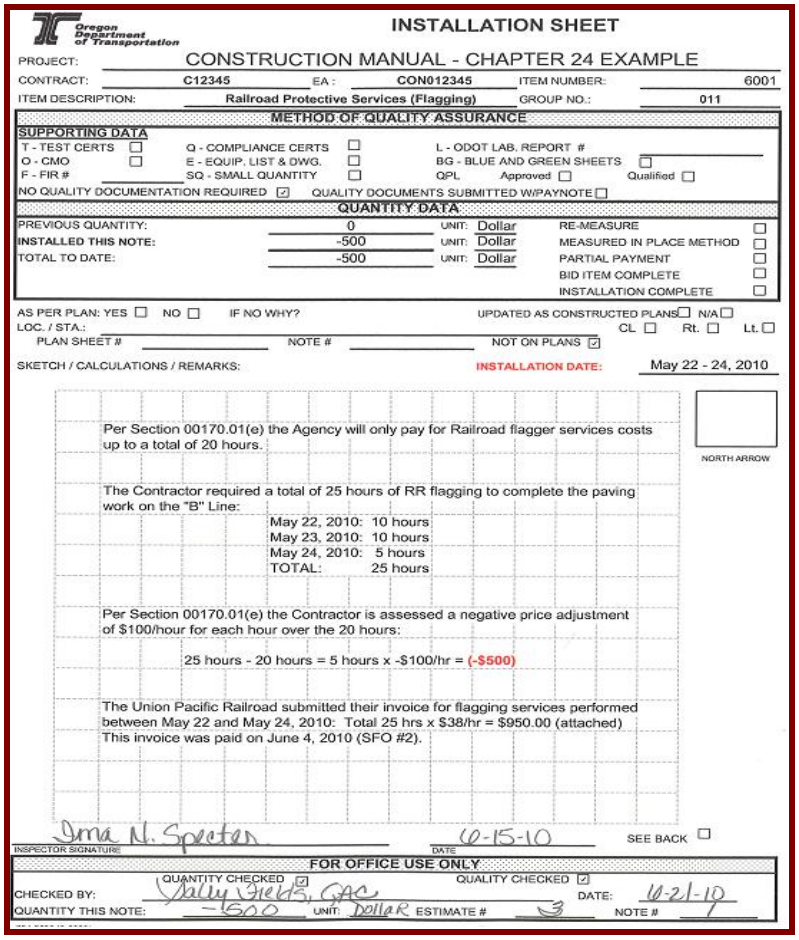
If the Contractor requires Railroad protective services (flagging) beyond the time or amount specified in the Contract, the PM must assess these overruns to determine if the Contractor is responsible for reimbursing these additional costs to the Agency.

(a) Contractor IS Responsible for Excess Railroad Flagger Services Costs

If the PM 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:



Oregon Department of Transportation

INSTALLATION SHEET

PROJECT: CONSTRUCTION MANUAL - CHAPTER 24 EXAMPLE

CONTRACT: C12345 EA: CON012345 ITEM NUMBER: 6001

ITEM DESCRIPTION: Railroad Protective Services (Flagging) GROUP NO.: 011

METHOD OF QUALITY ASSURANCE

SUPPORTING DATA

T - TEST CERTS ☐ Q - COMPLIANCE CERTS ☐ L - ODOT LAB. REPORT #

O - CMO ☐ E - EQUIP. LIST & DWG. ☐ BG - BLUE AND GREEN SHEETS ☐

F - FIR # SQ - SMALL QUANTITY ☐ QPL Approved ☐ Qualified ☐

NO QUALITY DOCUMENTATION REQUIRED ☑ QUALITY DOCUMENTS SUBMITTED W/PAYNOTE ☐

QUANTITY DATA

PREVIOUS QUANTITY:	0	UNIT: Dollar	RE-MEASURE	☐
INSTALLED THIS NOTE:	-500	UNIT: Dollar	MEASURED IN PLACE METHOD	☐
TOTAL TO DATE:	-500	UNIT: Dollar	PARTIAL PAYMENT	☐
			BID ITEM COMPLETE	☐
			INSTALLATION COMPLETE	☐

AS PER PLAN: YES ☐ NO ☐ IF NO WHY? UPDATED AS CONSTRUCTED PLANS ☐ N/A ☐

LOC. / STA.: CL ☐ Rt. ☐ Lt. ☐

PLAN SHEET # NOTE # NOT ON PLANS ☑

SKETCH / CALCULATIONS / REMARKS: INSTALLATION DATE: May 22 - 24, 2010

NORTH ARROW

Per Section 00170.01(e) the Agency will only pay for Railroad flagger services costs up to a total of 20 hours.

The Contractor required a total of 25 hours of RR flagging to complete the paving work on the "B" Line:

May 22, 2010: 10 hours
May 23, 2010: 10 hours
May 24, 2010: 5 hours
TOTAL: 25 hours

Per Section 00170.01(e) the Contractor is assessed a negative price adjustment of $100/hour for each hour over the 20 hours:

25 hours - 20 hours = 5 hours x -$100/hr = (-$500)

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).

INSPECTOR SIGNATURE: Dma N. Specter DATE: 6-15-10 SEE BACK ☐

FOR OFFICE USE ONLY

QUANTITY CHECKED ☑ QUALITY CHECKED ☑

CHECKED BY: Sally Fields, GAC DATE: 6-21-10

QUANTITY THIS NOTE: -500 UNIT: DOLLAR ESTIMATE # 3 NOTE # 1

(b) Contractor <u>IS NOT</u> Responsible for Excess Railroad Flagger Services Costs

If the PM determines the Contractor **<u>is not</u>** 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 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 PM 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 timeframe within which they will relocate or adjust their facilities. If this work is not completed within the specified timeframe 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 PM assure that each Utility completes its work such that it does not delay the Contractor's work. If the PM 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 PM ensure that all agreements with a Railroad are fully executed and make available a copy of the agreement at the Project Site.

The PM 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 timeframes.
- 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 PM shall record all information needed to analyze the delay. The PM will work with the SUL and RUS to minimize any delays caused by the Utility. The PM 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 PM should initiate the process for the Agency to take action to recover delay costs; this would include consulting with the Region/Bridge Delivery Unit (BDU) 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.
Project Manager (PM)	2	Communicates the situation to the (RUS), including any documentation received from the Contractor. May request assistance and advice from the Region/BDU and CAE. The PM and the Contractor should record and track the cost of the impacted work.
Project Manager (PM)	3	Issue a letter, which puts the affected Utility on notice for delay costs and include documentation received from the RUS. Inform the Utility of its opportunity to monitor and track the cost of the impacted work. Sends copies to the RUS and SUL.
Project Manager (PM)	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 PM of assigned (open) sub-jobs for the Project. Send copies to the RUS and SUL.
Project Manager (PM)	6	Works with the Utility, RUS, SUL, and the Contractor to resolve the issue. If necessary, the Contractor may escalate the issue to a claim under Section 00199.

		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 RUS.
State Utility Liaison (SUL)	8	Initiates utility billing process with Highway Program Office. Determines method and timing of billing. Delivers acknowledgement to the PM that the Utility has been billed and sends copies to the RUS and CAE.
Transportation Program Office	9	Invoices Utility, receives payment(s), and disperses funds accordingly.

*CHAPTER 25 – PAYMENTS TO CONTRACTORS/RETAINAGE

The Project Manager (PM) 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.

All Project costs must be charged to the proper funding source. The Expenditure Accounts (EA) and Participation Indicators (sub-jobs) 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 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 have questions on cost allocation.

25-1 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 PM 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

* **All Marked Text Updated January, 2017**

the Agency and Consultant PMs, 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 Local Agency Liaison (LAL) or ODOT PM 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 PM 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 PM 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 PM 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 the CPS each month to increase or decrease anticipated quantities as the Project progresses. This will allow the PM 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 the 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 PM 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*.

25-2 PREPARATION OF THE PROGRESS ESTIMATE

The CPS is basically two different "programs"; one that is web-based and another 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 PM 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 PM 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 PM 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 CAU. *Consultants need to contact the LAL and/or Agency PM 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 zero or negative, contact the CAU. If the payment is zero or negative, but a release of retainage makes the total payment positive, the PM can submit the estimate to the CAU.

6. When the PM 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 PM 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 CPS web-based to 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 PM/LAL mainframe printer.
10. The PM needs to compare the mainframe report to the CPS web-based 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 PM 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.]*

25-3 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 PM office.)

The PM 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 PM 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 Stat Spec 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 PM 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 PM office.)

The PM 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 a EWO, the PM must submit a supplemental EWO for approval.

25-4 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 (FO/SFO) (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 PM office.)

The PM 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 PM 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 PM 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)

This item allows the CPS user and the PM to identify anticipated over/underruns.

The PM 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)

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)

This item allows the CPS user and the PM 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 the CPS. This report shows current FO/SFO and engineering charges needed to update the CPS.

Refer to *The Contract Payment System User Guide, "Active Expenditure Account Report*".

25-5 QUARTERLY RELEASE OF RETAINAGE

Subsection 00195.50(b), as derived from ORS 279C.570, states that the Agency may retain amounts from payments made to the Contractor in order to protect the Agency's interests. The Agency has elected to hold retainage on all projects. The Agency will deposit all retainage as cash in an interest bearing account, unless the Contractor elects to provide an alternate form of retainage that has been approved by the ATO and the Department of Administrative Services (DAS).

Retainage calculations will be based on 2.5% of the value of the Work performed by the Contractor excluding Force Account Work, price adjustments, and Material on Hand payments. The Agency maintains the option of holding as much as 5% of the actual value of the Work performed but, unless otherwise determined, the amount retained will be no greater than 2.5% of the actual value of work performed.

As the Work progresses, ODOT will release retainage to the Contractor for all Pay Items in the Schedule of Items, and all Contract Change Order Work that has been satisfactorily completed and meets all requirements of the Contract. Release of Retainage for completed Pay Items and CCOs will begin the fourth month after First Notification and every third month thereafter.

The PM must ensure that the Contractor has provided all of the required project documentation prior to the release of retainage. This includes all quality documentation for the materials incorporated into the Project and labor compliance documents. Refer to *Chapter 19 - Labor Compliance*. The contract requirements for Affirmative Action, EEO, DBE OJT, Apprenticeship Training and TERO (if required) must also be met. Refer to *Chapter 18 – Workforce and Small Business Equity Programs*.

A tool has been developed in the web-based CPS to assist the PM, the RAS and the CAU in tracking the status of the documentation for the Pay Items and with the release of retainage for the completed items.

Once the PM has determined that both the Work and all of the required documentation (quality, quantity and labor compliance) is complete, the PM will mark the Pay Items in CPS on which to release the retainage.

The RAS will review the Project's quantity and quality documentation at the following frequency:

- The first review, between the third or the fourth month after First Notification, and
- Every three months after the first RAS review.

If the RAS concurs with the PM that the quality and quantity documentation is complete, and if the PM has received all of the required labor compliance documentation, then retainage will be released on the next scheduled progress estimate payment.

*Do **not** delay the release of retainage to the Contractor for items that the PM is responsible for documenting (e.g., paynote or installation sheet, field inspection report "FIR", etc.).*

If the quantity, quality or labor compliance documentation is received, the PM must release the retainage quarterly, even if no other Work is performed in that month. Contact the CAU if there are any questions regarding the release of retainage.

If the labor compliance documentation is the only outstanding item, the retainage will not be released. Once the required labor compliance documentation is received, then the retainage is required to be release on the next quarterly retainage release.

A preliminary progress estimate report and a retainage report will automatically be emailed to the Contractor. These reports show the status of the Pay Items regarding which items have been completed and which retainage is being released. The reports also indicate which items still require additional documentation. The PM should communicate to the Contractor specifically what documentation is still needed in order to release retainage on items where the work has been completed.

As stated in subsection 00195.50(d), a determination of satisfactory completion of Pay Items or Work or release of retainage shall not be construed as acceptance or approval of the Work and shall not relieve the Contractor of responsibility for defective Materials or workmanship or for latent defects and warranty obligations.

Within 10 days after the Contractor receives the retainage, Subcontractors must be paid released retainage pertaining to the Work of each Subcontractor, as referenced in 00195.50(d). Within 20 days of receipt of payment from the Agency, the Contractor must submit a Paid Summary Report, as required in 00170.10(g).

If a Contractor fails, neglects, or refuses to make payment to a Subcontractor furnishing labor or Materials, refer to *Chapter 26 - Prompt Payment/Claims Against Contractor's Bond*.

At Third Notification, all remaining retainage will be released to the Contractor within 30 Calendar Days of issuance. If payment has not been made in 30 Calendar Days, late payment interest will accrue on the amount due the Contractor.

25-6 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 PM 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 PM 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 the 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.

25-7 INTEREST FOR LATE PAYMENTS

State law requires that the Agency pay 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 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

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 it 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 it will make progress payments on construction contracts by the 23rd of the month. If the Project Manager (PM) 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 PM, 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, it is not required to pay interest for late payment until it exceeds 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 its Subcontractors for their Work within 10 Calendar Days after it receives 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 it has not been paid for its Work, follow these guidelines:

*** All Marked Text Updated October, 2010**

1. Do not order the Contractor to make payment unless the payment is shown to be justified. The PM 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 it has not been paid, the PM response should comply with the following four progressive levels:

   Level 1: Ask the Subcontractor or Supplier if it has talked to the Contractor to determine why the payment has not been made. Ask if it received the required notice about why payment was being withheld. If it has not already done so, suggest that it ask the Contractor for this information. This information is very important. This may resolve the issue.

   Remind the Subcontractor or Supplier of its ability to file a claim against the Contractor's payment bond, as described in Section 26-2 below. Offer to send it 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 its 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 it 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 its 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 its written notice to the Subcontractor or Supplier as to why it is 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 nonpayment, the Agency will include this information in its periodic evaluation of the Contractor and may also consider imposing sanctions on the Contractor.

Level 4: If the Contractor has multiple times not made payment as required and the PM 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 it supplied to a Project, it may file a claim against the Contractor's payment bond. In order to be binding on the surety, the claimant must file its 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 PM 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 its 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 PM. If the PM 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 PM 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*)

EXAMPLE

*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 Project Manager (PM) 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 PM, 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.

*** All marked text updated October 2013**

3. Section 00199 discusses the contractual process for resolution of all disagreements and disputes encountered at the PM level, and when a claim escalates beyond the PM 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 PM both orally and in writing if it believes that the Agency has ordered it 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 | ☐ Resolved by Change Order No. | ☐ Not Resolved

Distribution: Area Manager; Contract Administration Engineer

734-2887 (7-2013) http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/hwyConstForms1.shtml 1 of 1

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 PM 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 PM and Contractor representatives must sign this form daily to indicate agreement, and also provide a copy to the Contractor.

Additionally, the PM should:

- Record general information related to this disputed work on the General Daily Progress Report, Daily Diary, or other document.
- Review the Contractors 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 PM [See 00199.20(c)].

(b) Analyzing the Submitted Protest Request

If the issue cannot be resolved through negotiation, the Contractor must submit its analysis and request for compensation in writing. The PM must analyze the written request and provide a written response. The PM may request additional information or clarification from the Contractor.

Once the PM agrees that a change in the Contract Work has occurred and that the Agency is responsible for the change in costs, the PM 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 PM should record and agree on the resources involved in the Work that is in dispute. If negotiations fail, or if the PM cannot justify the requested amount, the PM should make a fair and equitable adjustment. If the PM agrees that the Agency is responsible for a change, this may result in processing a unilateral CCO.

If a Contractor disagrees with the PM's findings on the submitted request, it should be directed to the Region Construction Advisor.

If the Contractor and PM 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 PM should contact the Region/Bridge Delivery Unit (BDU) 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:

- **For Projects Bid *prior* to September 23, 2013:** No later than 15 Calendar Days after Second Notification in accordance with Subsection 00199.30(b).
- **Projects Bid on or after September 23, 2013:** No later than 45 Calendar Days after Second Notification in accordance with Subsection 00199.30(b).

When the PM receives a certified claim, as described in 00199.30, the PM will need to do the following:

1. Make two exact copies of the claim.
2. Send one copy to the CAU, attention: ODOT Claims Engineer.
3. Preserve the originally submitted claim in the PM Project files. Do not make any marks or edits in the original documents.
4. Use the second copy as the working document for the PM'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

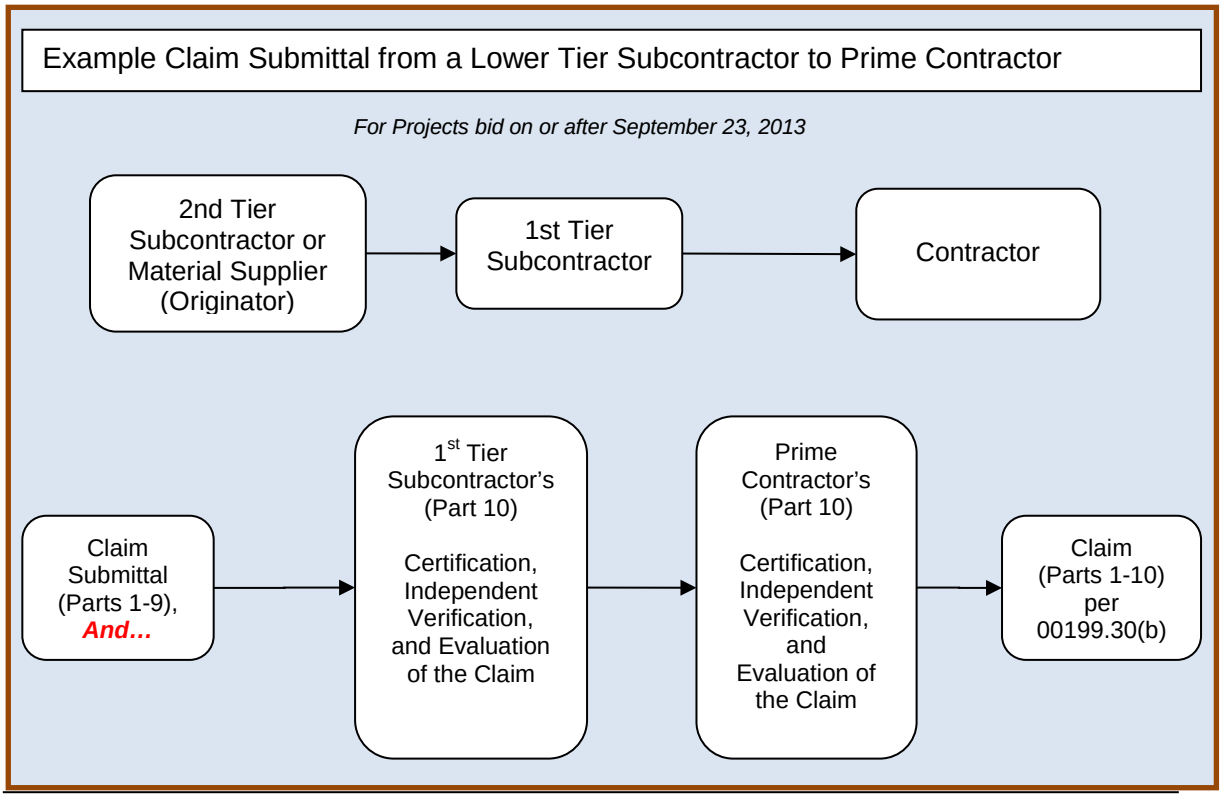
The PM must ***not*** accept the claim submittal if it is incomplete or not in the proper format. This submittal must include all the parts listed in 00199.30(b) Parts 1 – 9. If the submittal is from a lower tier Subcontractor, Supplier or Entity other than the Contractor, the Contractor must also include a separate evaluation and certification of the claim.

For Projects Bid on or after September 23, 2013, if the Subcontractor (or Materials Supplier or other Entity other than the Contractor) originates a "pass-through" claim, the PM must ensure that the submittal has the following items also included in the claim submittal:

- Certifications,
- Independent verifications, and
- 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.

For instance, if the claim submittal originates from a second tier Subcontractor, Supplier or Entity, 00199.30(b) (Part 10) requires a separate certification, independent verification and evaluation of the claim submittal from the second tier Subcontractor, first tier Subcontractor and the Contractor:



If the Contractor fails to submit the needed information the PM should discuss this matter with the CAE.

The PM 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 PM 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) PM Level Claim Review

Once the claim has been accepted as a properly submitted claim, the PM must hold a claim review meeting with the Contractor to review the submitted claim document and to have the Contractor explain its claim to the PM and the PM's staff. It is important that the PM 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 PM must review the claim and request additional information if necessary. The Contractor must provide additional information within 14 days after the PM makes the request. [*See* 00199.40(a)]

The PM should provide a written response to the claim within 30 Calendar Days after the PM has received all needed information. If the PM needs additional time, the PM should inform the Contractor in writing.

Again, if the PM 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 PM 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 PM should contact the CAE with any questions.

If the Contractor does not accept the PM's findings, it may request, within 10 days, a review (Step 1) at the Region/BDU level.

(f) Step 1 – Region Level Review

At Step 1, the Contractor would present its claim to the Region/BDU 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 it may request, within 10 days, a review (Step 2) at the Agency level.

For Projects Bid on or after September 23, 2013, the Engineer may determine that the Step 1 – Region Level Review can be skipped and the claim will advance to the Step 2 – Agency Level Review.

(g) Step 2 – Agency Level Review

At Step 2, the Contractor would present its 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 PM should consult with the Region/BDU AM, Region Construction Advisor, or the CAE if needed.

CHAPTER 28 – USE OF PUBLICLY OWNED EQUIPMENT

The Project Manager (PM) 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 PM gives written approval, such use is in the public interest, and the rental does not increase the Project cost. Contact the Contract Administration Engineer, 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

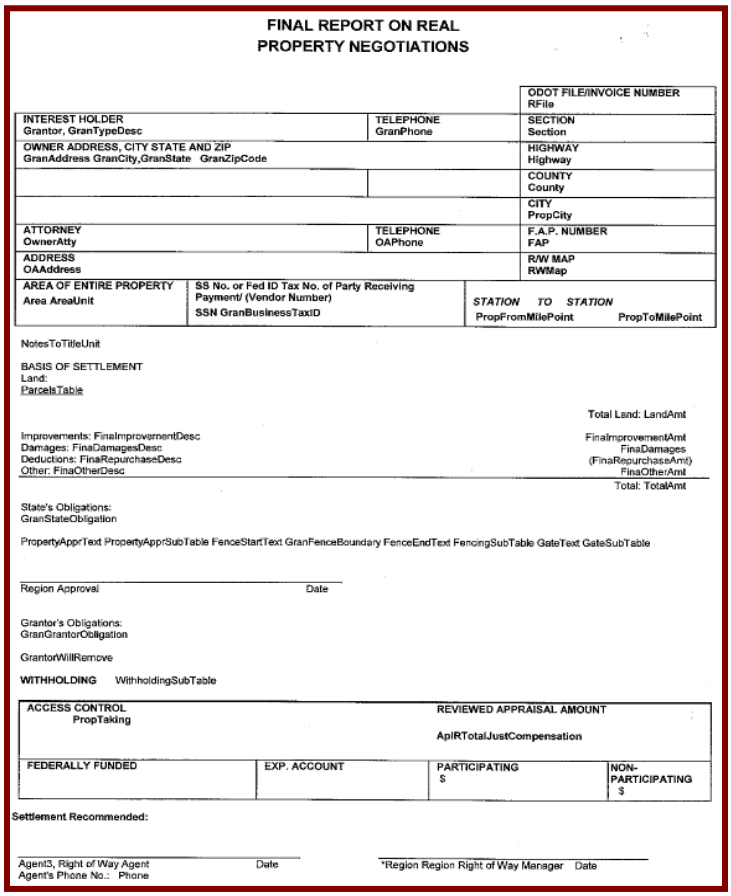
Before advertising for Bids on a Project, the Agency must either certify that the Right-of-Way is clear or list the property files that it still does not have the right to enter in the Special Provisions.

Do not allow the Contractor to enter upon any property before the Agency has obtained possession of the Right-of-Way. Contact the Region/Bridge Delivery Unit (BDU) 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.

NOTE: *Right-of-Way obligations, processes and requirements for Design-Build Contracts are specified in the DB General Provisions, Section DB174.20. You will need to refer to DB174.20 when handling Right-of-Way on Design-Build Projects.*

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 Project Manager (PM) a copy of the Obligations of Oregon Transportation Commission on Real Property Acquisitions, form 734-3300:



FINAL REPORT ON REAL
PROPERTY NEGOTIATIONS

		ODOT FILE/INVOICE NUMBER RFile
INTEREST HOLDER Grantor, GranTypeDesc	TELEPHONE GranPhone	SECTION Section
OWNER ADDRESS, CITY STATE AND ZIP GranAddress GranCity,GranState GranZipCode		HIGHWAY Highway
		COUNTY County
		CITY PropCity
ATTORNEY OwnerAtty	TELEPHONE OAPhone	F.A.P. NUMBER FAP
ADDRESS OAAddress		R/W MAP RWMap

AREA OF ENTIRE PROPERTY Area AreaUnit	SS No. or Fed ID Tax No. of Party Receiving Payment/ (Vendor Number) SSN GranBusinessTaxID	*STATION TO STATION* PropFromMilePoint PropToMilePoint

NotesToTitleUnit

BASIS OF SETTLEMENT
Land:
ParcelsTable

Total Land: LandAmt

Improvements: FinaImprovementDesc — FinaImprovementAmt
Damages: FinaDamagesDesc — FinaDamages
Deductions: FinaRepurchaseDesc — (FinaRepurchaseAmt)
Other: FinaOtherDesc — FinaOtherAmt
Total: TotalAmt

State's Obligations:
GranStateObligation

PropertyApprText PropertyApprSubTable FenceStartText GranFenceBoundary FenceEndText FencingSubTable GateText GateSubTable

Region Approval Date

Grantor's Obligations:
GranGrantorObligation

GrantorWillRemove

WITHHOLDING WithholdingSubTable

ACCESS CONTROL PropTaking		REVIEWED APPRAISAL AMOUNT ApIRTotalJustCompensation	
FEDERALLY FUNDED	EXP. ACCOUNT	PARTICIPATING $	NON-PARTICIPATING $

Settlement Recommended:

Agent3, Right of Way Agent Date
Agent's Phone No.: Phone

*Region Region Right of Way Manager Date

The PM 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 PM must resolve the issue with the Region/BDU 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 PM will sign the form and send copies to the Region/BDU 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 PM should work with the Region/BDU and 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. The manual is available online at:

http://www.oregon.gov/ODOT/HWY/ROW/docs/row_manual_full_version_2012.pdf.

29-3 ROAD APPROACH, DRIVEWAY CONSTRUCTION

The Agency has an Access Control program. The PM must not change the road approaches, driveways, or other accesses shown on the Project Plans without obtaining prior approval. The PM may need to contact the designer, Region/BDU 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 PM must request that the Region/BDU 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 Project Manager (PM) 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 PM 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 PM 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 PM must include the full quantity of the load that was incorporated in the monthly pay estimate.

The PM 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

PLEASE NOTE: This Chapter is divided into two (2) parts.

1. Sections 31-1 and 31-2 apply to all Projects bid before November 12, 2009.
2. Section 31.3 applies to all Projects bid on or after November 12, 2009.

31-1 GENERAL RESPONSIBILITIES

Subsection 00150.75 states that the Contractor is responsible to protect and maintain all Work required by the Contract, until the Work is completed and accepted, unless that responsibility is specifically relieved by another part of the Contract.

Subsection 00170.80(c) provides that, upon written request of the Contractor and written approval of the Project Manager (PM), the Agency may relieve the Contractor of responsibility for damage by Public Traffic on certain completed portions of the Work. The PM must provide this relief in writing. The PM may grant temporary, partial, or conditional relief as specified in 00170.80(c)(1).

As specified in 00170.80(d), if damages due to vandalism exceed $5,000 per occurrence, the Agency may reimburse the Contractor for actual damages if they have provided reasonable protection of the Work.

Under certain conditions, as discussed in Subsection 00220.60, the Agency is responsible for maintaining the Roadway for Public Traffic. Although the Agency has the authority to perform Work that is the responsibility of the Contractor, the PM must use that authority carefully. The PM should give the Contractor the opportunity to perform the Work. The Agency forces, or forces other than those of the Contractor, should generally not perform Contract Work unless an emergency exists.

Also refer to the warranties in *Chapter 41 - Warranties, Guarantees, Responsibility for Materials and Workmanship*.

31-2 REPAIR OF DAMAGE FROM PUBLIC TRAFFIC

When the motoring public has an accident within a construction Project, the Contract Work is sometimes damaged. Unless emergency repairs or cleanup need to be performed by public forces, the PM should have the Contractor perform all needed repairs to the Contract Work.

Generally, the Work can be classified in one of the two following scenarios. Contact the Contract Administration Engineer (CAE) if you need further assistance.

(a). IF the Agency has not accepted responsibility for the Work under 00170.80(c): Under this scenario the Contractor is responsible for all costs associated with repairing the Work.

The PM will:

- Have the Contractor repair the damage to the Contract Work.
- Hold the Contractor responsible for the cost of the repairs to the Contract Work. These costs are not the responsibility of the Agency. However, as with any dispute the Contractor may file a claim in an attempt to recover these costs. [*Refer to Chapter 27 – Disagreements, Disputes, and Claims*]
- If Maintenance or other Agency forces had to perform emergency repairs or cleanup, the costs must be tracked and back-charged to the Contractor. When public forces perform repairs to the Contract Work, the PM must prepare a State Force Order, form 734-1105 (SFO) so that the public forces can charge emergency repair costs to the Project. Contact the Contract Administration Unit (CAU) who will work with the Transportation Program Office's Program and Funding Services Section to establish a subjob for this specific Work. Ensure the District Manager has the SFO, expenditure account and subjob to charge all the associated costs of the Work performed by Maintenance or other Agency forces.

  Once the repair work is completed, the PM must determine the total Agency charges made against the subjob. Prepare a Contract Change Order (CCO) to deduct these Agency charges for the Work from the next progress payment to the Contractor. The use of a CCO will provide the Contractor with a breakdown of the Work and costs involved in the repair Work performed by the Agency.

The Contractor may attempt to recover the costs from the third-party responsible for the damage, if the party is known. The Transportation Program Office's, Budget & Maintenance Section may be able to provide assistance in obtaining police report information, if it is available.

(b). IF the Agency has accepted responsibility under 00170.80(c). Under this scenario the Project will fund all associated costs.

The PM will:

- Track all emergency repairs or cleanup costs so they can be paid by Project funding. Contact the CAU, who will work with the Transportation Program Office's Program and Funding Services Section, to establish a subjob for this specific Work.
- The PM will need to determine who the responsible party is that caused the damages. This information can be obtained from police reports, ODOT dispatch or from witnesses at the scene.

- If public forces will perform repairs to the Contract Work, the PM must prepare a State Force Order, form 734-1105 so that the public forces can charge emergency repair costs to the Project. Establish the cost of incidental cleanup from the accident with the District Manager. All Agency charges for such repairs must be charged against the subjob that was established for this specific Work.
- When the PM directs the Contractor to repair damage from the accident, the PM will pay for the work under the appropriate bid item or through an appropriate Contract Change Order (CCO) or Extra Work Order (EWO). Costs will be charged to the Project, specifically against the subjob that was established for this specific Work.

  Note: *At no time should the PM, Contractor, or any other Agency employee issue an estimate of repair costs to the party responsible for causing the damage, or their insurance company. All requests for this type of information should be forwarded to the Claims Against Others (CAO) Coordinator.*

  The PM will need to fill out an Investigation and Report of Damage to Highway Structure form 734-3373. The form is available on the following ODOT Intranet Website: *http://transnet.odot.state.or.us/cs/forms/ODOT/3373.pdf*. Submit the completed form along with any accident photos and police reports to the CAO Coordinator. Any questions regarding this process should be directed to the CAO Coordinator at (503) 986-3040.
- Notify the ODOT Transportation Program Office's Budget & Maintenance Section when the repair Work is complete. This Section will work with the PM and others to obtain the necessary documentation in order to recover the costs from the responsible third-party.

31-3 RESPONSIBILITY FOR DAMAGE TO WORK CAUSED BY PUBLIC TRAFFIC

NOTE: *This Section addresses the modifications to Subsection 00170.80 which covers the requirements for responsibility for damage to Work caused by Public Traffic and applies to all Projects Bid on or after November 12, 2009 (See SP 00170.80).*

On Projects using the November 12, 2009 00170.80 Specifications, 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 CCO's, 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 PM.

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 PM. 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 PM 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 PM.

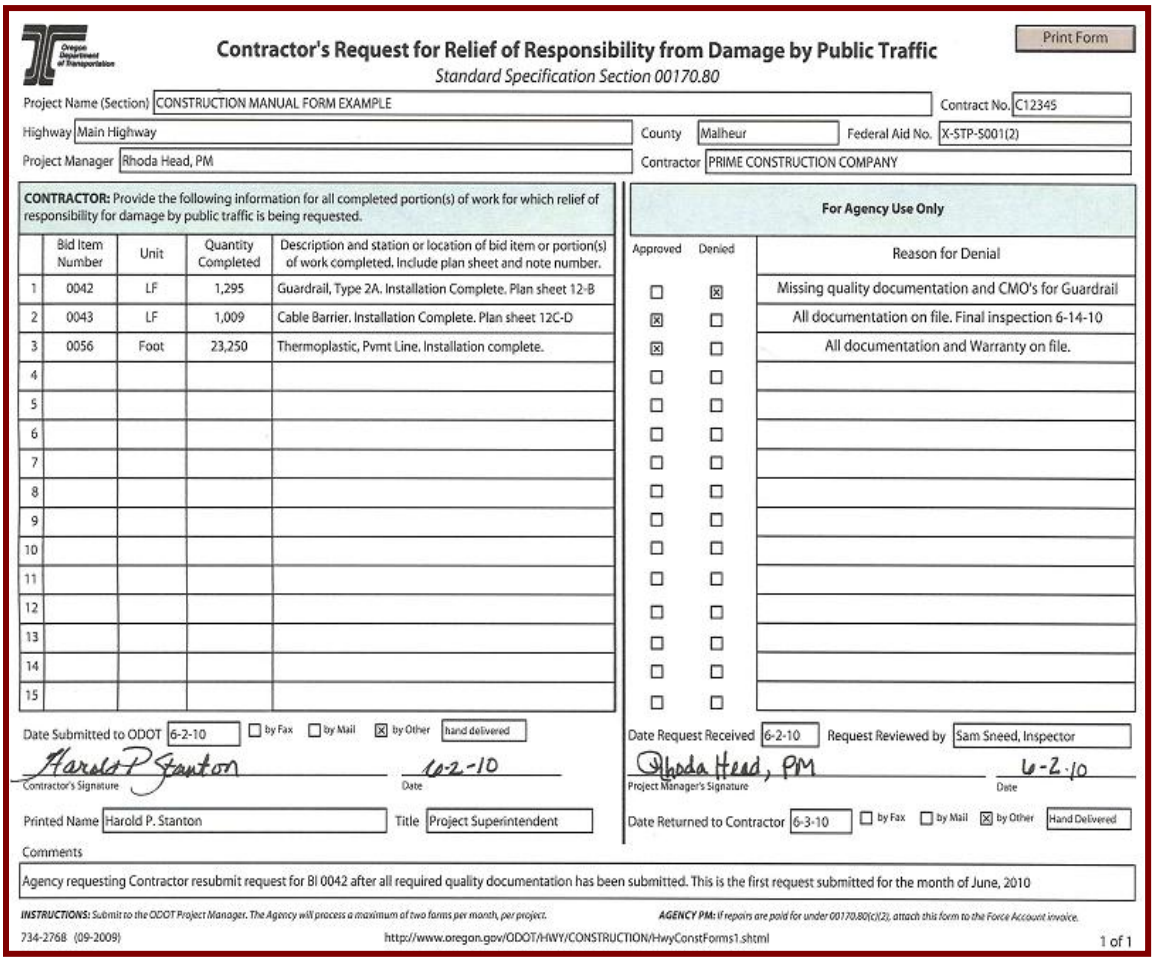
Within seven Calendar Days after the PM receives the Contractor's Request for Relief of Responsibility form, the PM will complete Boxes #12 - #14 and #18 – #23:

- **Box #12 – #13 – "Approved" or "Denied"** - The PM 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 PM office.
- **Box #19 – Request Reviewed By** - Enter the name of the PM or PM staff member responsible for reviewing the request.
- **Box #20 – Project Manager Signature** – The PM will sign the form in this box.
- **Box #21 – Date** – This will be the date the form is signed by the PM.

- **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 PM 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 00170.80

Print Form

Project Name (Section): CONSTRUCTION MANUAL FORM EXAMPLE — Contract No.: C12345

Highway: Main Highway — County: Malheur — Federal Aid No.: X-STP-S001(2)

Project Manager: Rhoda Head, PM — Contractor: PRIME CONSTRUCTION COMPANY

CONTRACTOR: Provide the following information for all completed portion(s) of work for which relief of responsibility for damage by public traffic is being requested.

	Bid Item Number	Unit	Quantity Completed	Description and station or location of bid item or portion(s) of work completed. Include plan sheet and note number.	For Agency Use Only: Approved	Denied	Reason for Denial
1	0042	LF	1,295	Guardrail, Type 2A. Installation Complete. Plan sheet 12-B	☐	☒	Missing quality documentation and CMO's for Guardrail
2	0043	LF	1,009	Cable Barrier. Installation Complete. Plan sheet 12C-D	☒	☐	All documentation on file. Final inspection 6-14-10
3	0056	Foot	23,250	Thermoplastic, Pvmt Line. Installation complete.	☒	☐	All documentation and Warranty on file.
4					☐	☐	
5					☐	☐	
6					☐	☐	
7					☐	☐	
8					☐	☐	
9					☐	☐	
10					☐	☐	
11					☐	☐	
12					☐	☐	
13					☐	☐	
14					☐	☐	
15					☐	☐	

Date Submitted to ODOT: 6-2-10 ☐ by Fax ☐ by Mail ☒ by Other: hand delivered

Contractor's Signature: Harold P Stanton — Date: 6-2-10

Printed Name: Harold P. Stanton — Title: Project Superintendent

Date Request Received: 6-2-10 — Request Reviewed by: Sam Sneed, Inspector

Project Manager's Signature: Rhoda Head, PM — Date: 6-2-10

Date Returned to Contractor: 6-3-10 ☐ by Fax ☐ by Mail ☒ by Other: Hand Delivered

Comments

Agency requesting Contractor resubmit request for Bl 0042 after all required quality documentation has been submitted. This is the first request submitted for the month of June, 2010

INSTRUCTIONS: *Submit to the ODOT Project Manager. The Agency will process a maximum of two forms per month, per project.*

AGENCY PM: *If repairs are paid for under 00170.80(c)(2), attach this form to the Force Account invoice.*

734-2768 (09-2009) http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/HwyConstForms1.shtml 1 of 1

(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 PM.

1. **If the damage occurs <u>before</u> Final Inspection** and the PM 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 <u>after</u> Final Inspection** and the PM 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.

*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 PM 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 PM 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*]

* **All Marked Text Updated August 2016**

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 PM 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 PM 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.

However, if Materials are left over due to changes in the Contract, The Agency may take one of the following actions:

1. Have the Contractor or Supplier retain and restock the Material. Pay any restocking charges incurred by the Contractor, plus 5%. This is generally the preferred method, unless the Agency has use for the Material; or
2. Purchase the Material at cost plus 5% markup as specified in Subsection 00195.80. Typically, such purchases will be born by the Agency and are not considered to be FHWA participating.

If the Agency must purchase the Material, the PM must dispose of the Materials in one of the following methods:

1. If the Materials require special handling and disposal, or are classified as hazardous Materials, the PM will arrange for and pay the Contractor to properly dispose of the Materials; or
2. Give the Material to ODOT Maintenance. The PM will 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 PM 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 PM must assure that:

- Ownership of the Material is transferred to the appropriate party.
- The Project has been credited for the value and other costs associated with the Material.
- 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

The Agency has implemented a process to evaluate the performance of the Contractor on each Project.

The Project Manager (PM) must complete a Prime Contractor Performance Evaluation at the following times:

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 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. There will not be an overall evaluation of the entire Project.

As specified in Section 00120.00, the Agency will consider the results of those evaluations, and, if necessary, may require corrective action of affected Contractors or revoke bidding privileges.

There are two separate processes depending on the Award date of the Project. The following sections outline the process for Projects Awarded prior to 1/1/2013 and for Projects Awarded after 1/1/2013.

(a) Projects Awarded Prior to January 1, 2013

For Projects with NTP prior to January 1, 2013, the Prime Contractor Evaluation form 734-2469B needs to be prepared:

* All marked text updated October 2013

OREGON DEPARTMENT OF TRANSPORTATION

Part B
PRIME CONTRACTOR PERFORMANCE EVALUATION

		OFFICE USE ONLY	
	SENT TO CONTRACTOR ON	DATE RECEIVED	FINAL % SCORE
PROJECT MANAGER	PROJECT NAME		EVALUATION YEAR
CONTRACTOR			CONTRACT NO.

INSTRUCTIONS TO PROJECT MANAGER (PM): Answer all questions in Part B determining and entering the appropriate points to be assigned to each question in the box next to the question. For questions that do not apply, enter '0' in the score box. Review the completed evaluation with the Prime Contractor. If the Contractor is unavailable, sign and date the evaluation, and send a copy to the Prime Contractor office for their review and signature. The Contractor will return the completed copy to the PM and the PM will distribute copies.

FOR PURPOSE OF COMPLETING THIS EVALUATION: Verbal notice is defined as a formal notice documented in meeting minutes, speed memo or Project Manager's diary. Written notice is defined as a formal written letter signed by the Project Manager.

SUPERVISION

	SCORE	POSSIBLE
1. Was the superintendent on the job at all critical times? (00150.40b) If the superintendent was not available at critical times, the problem was serious enough for the PM to send a written notice to the contractor 5 - Superintendent was available at all critical times 4 - PM had to give verbal notice regarding unavailability 3 - PM had to send written notice to contractor 2 - PM had to send 2nd written notice to contractor 1 - PM had to send 3 or more written notices		5

The PM should try to secure the signature of the designated Contractor representative on the Evaluation. Send the original Evaluation to the Construction and Materials Engineer, care of the Contract Administration Unit (CAU), with a copy to the Region/Bridge Delivery Unit (BDU). If the Contractor does not agree with the evaluation, it may discuss it with the PM. If it still disagrees, it may appeal to the Region/BDU, whose decision is final. If the form is not signed by the Contractor and returned within 15 days, the PM must submit the unsigned form to the CAU.

The Construction and Materials Engineer will evaluate a 12-month rolling average of the percentage scores from the evaluations to determine if the Agency must require the Contractor to implement corrective action or if the Agency will revoke the Contractor's bidding privileges.

If the Agency determines that it must revoke a Contractor's bidding privileges, the Contractor may request to appeal that determination before a Department of Administrative Services hearings officer.

If the evaluation is the final evaluation for the Project, the PM will also send a copy of the Contractor's Construction Process Feedback, form 734-2469A:

OREGON DEPARTMENT OF TRANSPORTATION

Part A

CONTRACTOR'S CONSTRUCTION PROCESS FEEDBACK

		OFFICE USE ONLY	
	SENT TO CONTRACTOR ON	DATE RECEIVED	FINAL % SCORE
PROJECT MANAGER	PROJECT NAME		EVALUATION YEAR
CONTRACTOR			CONTRACT NO.

INSTRUCTIONS TO PRIME CONTRACTOR REPRESENTATIVE: Answer all questions in Part A determining and entering the appropriate points to be assigned to each question in the box next to the question. **For questions that do not apply, enter '0' in the score box.** Review the completed evaluation with the PM. If the PM is unavailable, sign and date the evaluation, and send a copy to the ODOT PM office for their review. The PM will review and distribute copies.

QUALITY OF PLANS & SPECIFICATIONS:

	SCORE	POSSIBLE
1. Were the details of the Contract Plans adequate to construct the project? Very Good = 5 pts. Satisfactory = 4 pts. Needs Improvement = 3 pts.		5
2. Were the specifications for the project clear on what was required? Very Good = 5 pts. Satisfactory = 4 pts. Needs Improvement = 3 pts.		5

This gives the Contractor an opportunity to provide feedback on the construction process for that Project. The PM will sign the Evaluation and submit the original form to the Construction and Materials Engineer, care of the CAU, with a copy to the Region/BDU.

(b) Projects Awarded After January 1, 2013

For Projects with an Award date after January 1, 2013, the Prime Contractor Evaluation form 734-2884 needs to be prepared. Also, a documentation form must be prepared and submitted with the form. Comprehensive instructions will help the PM understand how to complete the form.

ODOT CONSTRUCTION PROJECT EVALUATION
PRIME CONTRACTOR PERFORMANCE EVALUATION

PROJECT NAME	PROJECT MANAGER	CONTRACT NO.
CONTRACTOR	REPORTING PERIOD	☐ Annual ☐ Final

INSTRUCTIONS: The Project Manager should complete the following evaluation providing one answer for each category. Once completed, the Project Manager should send the evaluation to the Contractor for their review and signature. The Contractor has 14 days to respond, either by requesting a meeting or signing and returning the evaluation. If a meeting is held, the Contractor then has seven (7) days to sign the evaluation either by accepting the score or requesting an appeal meeting with the Contract Administration Engineer. If an appeal meeting is held, the decision of the CAE is final.

MANAGEMENT

SUPERVISION		Score
○ +5	Superintendent is always taking the lead and correcting issues. Superintendent is very hands on and manages/assists all subcontractors on a daily basis.	
○ +1	Superintendent is very proactive when addressing issues and takes the lead to correct problems without being notified by Agency.	
◉ 0	**Baseline: Superintendent is available when needed and has good control of his subcontractors. Individual is very knowledgeable of the work, while performing quality work throughout the project.**	0
○ -1	Superintendent is unavailable and/or slow in addressing quality concerns.	
○ -2	Superintendent is not addressing poor performance and not willing to address poor workmanship.	
○ -3	The Agency has to suspend any portion of work, due to lack of supervisor or performance by the prime contractor's superintendent.	

There are two possibilities for the Contractor to appeal the evaluation. Documentation is imperative to support the score that is given to assist in the event there are appeals.

If the evaluation is the final evaluation for the Project, the PM will also send a copy of the Contractor's Construction Process Feedback, form 734-2469A.

If there are questions regarding this process, please contact the Construction Program Analyst at (503) 986-3007.

*CHAPTER 35 – TERMINATION AND BREACH OF CONTRACT

If the Contractor fails to perform its Work according to the terms of the Contract, the Project Manager (PM) 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. The authority to terminate a Contract, however, rests only with the Oregon Transportation Commission (OTC).

The PM should be proactive in identifying and resolving problems before they occur. The PM also should communicate expectations about Contract requirements to minimize problems and misunderstandings.

If the Contractor is not properly fulfilling its contractual requirements, the PM may initiate the corrective actions below. The PM would also include any corrective actions in the required Prime Contractor Performance Evaluation. [*Refer to Chapter 34 – Contactor Performance Evaluation*]

35-1 CORRECTIVE ACTIONS

(a) Verbal Discussion, Notices, or Reminders

If the PM 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 PM'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 PM 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 PM) to the Contractor. Copies should also be sent to the Region/Bridge Delivery Unit (BDU), 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.

*** All Marked Text Updated October, 2010**

(d) Withholding Progress Payments

The PM may withhold progress payments if the Contractor, or a Subcontractor, has failed to take necessary action or to submit required documents. The PM may withhold the entire progress payment 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 PM must inform the Region/BDU and should discuss the situation with the Contract Administration Engineer (CAE) of the situation.

The PM 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 will lead to a finding for Breach of Contract.

Send a copy of the letter to the Region/BDU, 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. 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 PM to get a Project back on track. Contact the CAE if you have questions.

For the Agency to pursue a Breach of Contract, the PM must prepare a letter describing the contractual requirement(s) and the Contractor's violations of the requirement(s). The PM must send the letter with supporting documentation to the Region/BDU requesting that a Breach of Contract be considered. The Region/BDU 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 (SC&ME), and the Technical Services Manager and will draft the required letter for signature by the Executive Deputy Director.

The PM must address any breach letters when completing the required Prime Contractor Performance Evaluation. [*Refer to Chapter 34 - Contractor Performance Evaluation*]

35-3 TERMINATION OF CONTRACT

If the Contractor has repeatedly refused to correct unacceptable situations, is unable to perform satisfactory Work even after repeated attempts, or blatantly refuses to comply with orders of the Engineer, the Agency should pursue termination of the Contract. This action must be pursued promptly and efficiently and can only be executed by the Oregon Transportation Commission (OTC). Section 00180.90 describes the Contract remedy the Agency may use to terminate a 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.

(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:

http://www.oregon.gov/CCB/

If this happens, the PM 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 PM and Region/BDU, will work with Legal Counsel and others to prepare two (2) letters for the Executive Deputy Director:

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 PM 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 PM 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 PM, 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 a Full Federal Oversight (FFO) Project, 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 PM 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.

* **All marked text updated January 2017**

The PM 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 PM 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 PM and Area Manager (AM) must recommend acceptance of the Project by one of the following methods:

- Prepare a memo, signed and dated by the PM, 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.

OREGON DEPARTMENT OF TRANSPORTATION

RECOMMENDATION OF PROJECT ACCEPTANCE

☐ INTERMEDIATE
☐ FINAL

PROJECT NAME (SECTION): CONSTRUCTION MANUAL FORM EXAMPLE			CONTRACT NO.: C12345
HIGHWAY: Main Highway			F.A. PROJECT NO.: X-STP-S001(12)
CONTRACTOR: PRIME CONSTRUCTION COMPANY			SECOND NOTIFICATION DATE: 6/15/2010
CONTRACT TIME ELAPSED: 100%	CONTRACT WORK COMPLETED: 100%	CONTRACT WORK IN PROGRESS: 0%	CONTRACT WORK QUALITY: Acceptable
DATE CONTRACTOR'S FINAL INSPECTION REQUEST RECEIVED: 6/8/2010	INSPECTION DATE: 6/17/2010	INSPECTED BY: Rich Imahato, Inspector	
IN COMPANY WITH: Stanley Goodnight, Area Manager - Rhoda Head, PM - Bob Neill, Asst. PM - James McNamee, Dist 6 Maintenance			

REMARKS (SCOPE OF INSPECTION, FINDING, RECOMMENDATIONS, INSTRUCTIONS, ETC.

Project inspection was a final project walkthrough. Of note was the pleasing appearance of the white painted timber guardrail. The railing, protective screening and extra width provided by the viaduct is a good safety feature for vehicles, cyclists and pedestrians.

Widening of the roadway and a full width overlay was excellent and improves the safety of this section of Main Highway. The full width overlay was added by Contract Change Order #5 in lieu of shoulders only.

Project acceptance is hereby recommended.

The authority to "accept" the Project is vested with the Transportation Commission which has delegated that authority to the Construction Section.

For Projects with Local Agency or other funding, the PM must also include a letter from the Local Agency or other funding source stating that it accepts the Project as being complete.

The PM 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 PM must assure that all comments and concerns about constructability, problem, solutions, and suggested future design changes are included in the PM'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 PM 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 15 Calendar Days (on Projects Bid prior to September 23, 2013) or 45 Calendar Days (on Projects Bid after September 23, 2013) following issuance of Second Notification per 00199.30(b). This allows for expiration of the 15 or 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 – SUBMITTAL OF FINAL PROJECT DOCUMENTATION

The PM 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 Project Manager's (PM) office.

At the completion of the Project, the PM shall:

- Compile all **original** records and supporting data for the final quality, quantity and labor compliance documentation.
- Update the "corrected estimate quantity amount" to match the "performed to date quantity amount" in CPS, with the exception of any Pay Items with an Establishment Period. *[Refer to Chapter 25 – Payments to Contractors/Retainage.]*
- Prepare the documentation submittal package, commonly referred to as the Project "semi-final" package.
- Coordinate with the RASs on scheduling a final Project review (The RAS final review will involve reviewing the remaining items necessary, including the release of any retainage, and confirming the contents of the semi-final package)
- Sign off on the final DRR (once the RAS has determined that all Project documentation is complete).
- Forward the semi-final package to the Contract Administration Unit (CAU) in the Construction Section.

The CAU is responsible for the final review, Project Acceptance, 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.

For Projects started with paper documentation:
DO NOT submit documentation in 3-ring binders or legal sized folders. These will not fit in the special, letter-sized archive boxes the Agency is required to use for archiving Project documentation. Use prong pads or folders with metal fasteners for all the Project documentation. Contact the CAU if you have any questions.

*** All Marked Text Updated February 2019**

37-1 COMPILING THE PROJECT SEMI-FINAL DOCUMENTATION

The semi-final package will consist of the following:

(a) Semi-Final Documentation Checklist, form 734-2706

This is the transmittal letter used to identify all the documentation being submitted to the RAS as part of the semi-final package. Each item listed on the checklist must be marked as:

- **"S"** – Submitted This Date. Mark all items included in the semi-final package with an "S".
- **"D"** – Distributed. Mark all items, such as the Project Manager's Narrative Form and Warranties, which are distributed by the PM with a "D".
- **"X"** – Previously Submitted. Mark all items which have been submitted separately from the semi-final package, such as the Recommendation of Project Acceptance and Force Order Completion Notice, with an "X" to indicate they have been previously submitted and are not included in the semi-final package.
- **"T"** – To Be Submitted. Any items required to be included in the semi-final package, but are not being transmitted with the package when submitted to the RAS, must be marked with a "T" to indicate it will be submitted at a later date.
- **"N/A"** – Not Applicable. If any of the items listed on the semi-final transmittal do not apply to the Project, mark the item with a "N/A".

DO NOT leave any checklist item blank. This will delay the processing of the semi-final review by CAU.

The Semi-Final Documentation Checklist, form (734-2706) also lists items to be submitted electronically to the ODOT Contract Services Mailbox.

(b) 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 RAS will list the following on the final DRR:

- Any quantity or quality items that pertain to a PM exception
- Any remaining Establishment Period comments
- Any other Project related comments

Oregon Department of Transportation

DOCUMENTATION REVIEW REPORT (DRR)

PAGE	
of	
REVIEW #	
REVIEW DATE	

CONTRACT	PROJECT NAME (SECTION)	COMPLETION DATE	TRAFFIC REPORTS CURRENT	☐ Yes ☐ No Last on File:		PLANT ESTABLISHMENT	☐ Yes ☐ No
			EROSION REPORTS CURRENT	☐ Yes ☐ No Last on File:		ESTABLISHMENT END DATE	
KEY	PROJECT MANAGER	2nd NOTE DATE	FUEL ESCALATION	☐ Yes ☐ No	TRAINING	BI QUANTITY	HRS to DATE	% USED	% Project Complete
			ASPHALT ESCALATION	☐ Yes ☐ No	☐ Yes ☐ No				
EA	LOCAL AGENCY/CONSULTANT	DAYS PAST 2ND NOTE	STEEL ESCALATION	☐ Yes ☐ No Eligible Pay Items		PREPARED BY (RAS)			
			Contractor Opted:	☐ Yes ☐ No 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
					☐	☐
					☐	☐
					☐	☐
					☐	☐
					☐	☐

Note: *After Second Notification is issued, any outstanding DRR items will be listed on the Completion Strategy and Action Plan. The Project documentation reviews will transition from quarterly to 30 day frequency.*

I RECOMMEND ACCEPTANCE OF THE DOCUMENTATION

PROJECT MANAGER SIGNATURE	DATE	REGION ASSURANCE SPECIALIST SIGNATURE	DATE

2. Document Review Report Supporting Documentation: PM 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 PM 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 PM must also obtain the concurrence to use the Exception method of acceptance from the Technical Resource (TR) and Professional of Record (POR).
- 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 Technical Resource.
- 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 PM has obtained concurrence from the TR and POR to use an Exception, the PM 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 and POR's written concurrence to the PM Exception Explanation form prior to submittal.
- Note the name and 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.

Oregon Department of Transportation

DOCUMENT REVIEW REPORT SUPPORTING DOCUMENTATION: PM EXCEPTION EXPLANATION

PROJECT NAME REGION 3: ROCKFALL HAZARD MITIGATION (EAST)			
CONTRACT NO. C14599			FEDERAL AID NO. STP-S000(808)
PROJECT PM TED PASELK		AGENCY PM (if different)	REGION ASSURANCE SPECIALIST SCOTT AKER
EXCEPTION NO. 1	ADJUSTMENT NO. N/A	ADJUSTMENT REQUIRED ☐ Yes ☒ No	ADJUSTMENT AMOUNT N/A

Bid Item No.	Spec No.	BI Description	Missing Documentation
0107	00190	Aggregate Shoulders	Check Weight

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:
Contractor failed to obtain a check weight in accordance with Section 00190.20(f-2) for material placed from Kester Quarry utilizing a production scale without an automatic printer.

QUALITY DEFICIENCIES ☒ **N/A**

What was the alternate method used to accept the material?

QUANTITY DEFICIENCIES ☐ **N/A**

How was the quantity of the material verified?
Using yield calculations (attached) for the areas of placement, the PM Office verified that the quantity of material represented by the weigh memos on file are accurate and representative of the amount of material required to fill the area volumes in the field. The production scale in question was inspected prior to placement and subsequent to placement. The inspection reports indicate that the scale was operating within tolerance during the placement period in question. The PM Office has no reason at this time to adjust the amount of material paid for during the placement period in question. Refer to attached documentation.

CONSULTATIONS (attach email concurrence showing exception approval)

☒ Specification Technical Owner Name: Gene Wilborn Date: 4/11/2014
☒ Professional of Record Name: Wade Holaday Date: 4/15/2014

Quantity of Material Incorporated	Quantity of Material Affected	Unit Price	Affected Cost (Affected Qty x Unit Price)
430.69	288.25	$74.09	$21,356.44

To calculate, right-click and select Update Field

PM SIGNATURE	DATE	RAS SIGNATURE/CONCURRENCE	DATE
D Paselk	4/15/14		4/21/14

CONTRACT ADMINISTRATION ACTION

Accepted
☐ Participating
☐ Not Participating

Not Accepted (Return to PM)
☐ Prepare Contract Change Order
☐ Other (explain)

Contract Administration Engineer Signature Date

734-2704 (4-2012)

Page 1 of 1
http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/HwyConstForms.shtml

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].*

Oregon Department of Transportation

FINAL MATERIALS CERTIFICATION

PROJECT NAME (SECTION)		CONTRACT NUMBER
OR34/US20: South Bypass - Riverside Drive		14759
HIGHWAY	COUNTY	F.A. PROJECT NUMBER
US20, OR34, & Pacific West Highway	Benton & Linn	STP-S210(018)

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	DATE	REGION ASSURANCE SPECIALIST SIGNATURE	DATE
	6/15/16		6/30/16

ITEM NUMBER	DESCRIPTION	AMOUNT
6072	HMAC Adj. Lot 1/Level 3, 1/2" Dense HMAC	$10,794.23
6073	Statspec Bonus Lot 2/Level 4, 1/2" Dense HMAC	$18,756.26

4. Foreign Steel Summary, form 734-1968

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 PM 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.

Example of a Final Quantity Ledger Report:

Contract Payment System
Quantity Ledger Report

09/21/2016
02:39 PM

C14858 -- REGION 2 CURVE WARNINGS, PART 2

Item Description
0001 MOBILIZATION — Bid Item Retainage is Released

Group	Unit	Unit Price	Quantity	Amount
11	LUMP SUM	$8,400.00	100.0000	$8,400.00

Est	note/suff	Description	Entered	Completed	Pay Quantity	Pay Amount
1	1/	5% CONTRACT COMPLETE	03/07/2016	02/29/2016	50.0000	$4,200.00
2	2/	> 10% CONTRACT COMPLETE	04/04/2016	03/31/2016	50.0000	$4,200.00
Totals for group 11					**100.0000**	**8,400.00**

Totals for Item 0001 - MOBILIZATION 100.0000 8,400.00

Item Description
0002 TEMP PROT & DIR OF TRAFFIC — Bid Item Retainage is Released

Group	Unit	Unit Price	Quantity	Amount
11	LUMP SUM	$60,121.00	100.0000	$60,121.00

Est	note/suff	Description	Entered	Completed	Pay Quantity	Pay Amount
1	1/	FEB 2016	03/07/2016	02/29/2016	25.0000	$15,030.25
2	2/	MAR 2016	04/04/2016	03/31/2016	25.0000	$15,030.25
3	3/	APR 2016	05/03/2016	04/30/2016	25.0000	$15,030.25
4	4/	MAY 2016 (HOLD 12.5 % FOR JUNE)	06/03/2016	05/31/2016	12.5000	$7,515.13
5	5/	WORK COMPLETE	07/05/2016	06/30/2016	12.5000	$7,515.13
Totals for group 11					**100.0000**	**60,121.01**

Totals for Item 0002 - TEMP PROT & DIR OF TRAFFIC 100.0000 60,121.01

Item Description
0003 TEMPORARY SIGNS — Bid Item Retainage is Released

Group	Unit	Unit Price	Quantity	Amount
11	SQFT	$12.00	350.0000	$4,200.00

Est	note/suff	Description	Entered	Completed	Pay Quantity	Pay Amount
1	1/		03/07/2016	02/29/2016	288.0000	$3,456.00
2	2/		04/04/2016	03/31/2016	62.0000	$744.00
Totals for group 11					**350.0000**	**4,200.00**

Contract No: C14858 printed September 21 2016 Quantity Ledger Report Page 1

✓ METZ 9/21/16.

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.

Example of a Final Preliminary Progress Payment Report:

Contract Payment System
Preliminary Progress Payment Report

09/21/2016
02:38 PM

Contract no: C14858
Section: REGION 2 CURVE WARNINGS, PART 2
Highway: VAROUS HIGHWAYS
Type Work: SIGNING
Reg Eng: Sonny Chickering
Contractor: BAKER ROCK CRUSHING CO
Proj Man: Shane Ottosen
Semi Final: Y

specified FAP
Completion
06/30/16
HSIP-S000
(883)
CON03828
Est No: 6 Award: 11/30/2015
Done To: 08/31/2016 Est Cmpl: 06/30/2016

Item-Grp	Item Name	Unit / 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 Retainage is Released	$8,400.00	$8,400.00	$8,400.00	$8,400.00	$0.00
0002 11	TEMP PROT & DIR OF TRAFFIC	LUMP SUM	100.000	100.000	100.000	0.000
	Bid Item Retainage is Released	$60,121.00	$60,121.00	$60,121.00	$60,121.01	$0.00
0003 11	TEMPORARY SIGNS	SQFT	390.000	350.000	350.000	0.000
	Bid Item Retainage is Released	$12.00	$4,680.00	$4,200.00	$4,200.00	$0.00
0004 11	TEMP BARRICADES, TYPE III	EACH	8.000	2.000	2.000	0.000
	Bid Item Retainage is Released	$90.00	$720.00	$180.00	$180.00	$0.00
0005 11	TEMP IMP ATTEN, TRUCK MOUNTED	EACH	2.000	0.000	0.000	0.000
	Bid Item Retainage is Released	$7,500.00	$15,000.00	$0.00	$0.00	$0.00
0006 11	REPAIR TEMP IMP ATTEN, TRUCK MOUNTED	EACH	1.000	0.000	0.000	0.000
	Bid Item Retainage is Released	$500.00	$500.00	$0.00	$0.00	$0.00
0007 11	TEMPORARY PLASTIC DRUMS	EACH	76.000	12.000	12.000	0.000
	Bid Item Retainage is Released	$20.00	$1,520.00	$240.00	$240.00	$0.00
0008 11	SEQUENTIAL ARROW SIGNS	EACH	2.000	0.000	0.000	0.000
	Bid Item Retainage is Released	$350.00	$700.00	$0.00	$0.00	$0.00
0009 11	PORTABLE CHGBLE MESSAGE SIGNS	EACH	6.000	2.000	2.000	0.000
	Bid Item Retainage is Released	$850.00	$5,100.00	$1,700.00	$1,700.00	$0.00

Contract No: C14858 - 6 Preliminary Progress Payment Report. Page 1

✓ METZ 9/21/16

7. Order for Force Work (State Force Order) Notification of Completion

The SFO completion notification is required, even if there is no SFO on the Project.

- Submit an email to ODOT Contract Services Mailbox stating that all State Force Order Work on the Project is complete. Include the Contract number and the Project name in the email.
- Mark this item on the semi-final checklist with an "X" to indicate it was previously submitted.

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.

- Submit an email to ODOT Contract Services Mailbox stating that all Right of Way (ROW) Monumentation on the Project is complete. Include the Contract number and the Project name in the email.
- Mark this item on the semi-final checklist with an "X" to indicate it was previously submitted.

9. Project Managers Narrative Form, 734-2756

The purpose of the Project Manager'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 Project Managers Narrative is required on all Projects, but it is not required to be submitted with the Quality and Quantity documents.

- Submit the Project narrative via email to the ODOT Contract Services Mailbox. Include the Contract number and the Project name in the email.
- Mark this item on the semi-final checklist with an "X" to indicate it was previously submitted.

10. Recommendation of Project Acceptance, form 734-1384

The Recommendation of Project Acceptance is required on all Projects.

- Submit the completed form Recommendation of Project Acceptance to ODOT Contract Services Mailbox signed by the Area Manager, as described in *Chapter 36 – Acceptance of Project*.
- Mark this item on semi-final checklist with an "X", to indicate previously submitted.

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 PM at the completion of the Project.

- Submit the letter of acceptance to ODOT Contract Services Mailbox.
- Include the Contract number and the Project name in the email.

(c) Price Adjustments Folder (Quality and Quantity Price Adjustments)

Submit all series 6000 price adjustments in a separate pronged pad or folder. [*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 final StatSpec data for the Project to the Pavements Unit.
- Smoothness Bonus, send a copy of the Smoothness data to the Pavements Unit.
- Asphalt, Fuel and Steel Escalation, pay documents and supporting data.

(d) Test Summary Folder

- Compile all completed Test Summary forms (“A”, “B”, and “B-QA”) in a separate pronged pad or folder.
- Include final quantities, signatures of reviewers, and dates reviewed. *[Refer to Chapter 12B - Quality for instructions on completing the Test Summary forms].*

(e) Project Quality Control Folder

Include the following Quality Control (QC) documents:

- 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).

(f) Quality Documentation Folder

- Separate the documents into manageable-sized pronged pad or folder.
- Tab each bid item by number.
- Separate field-tested and nonfield-tested documentation into separate folders. (Include any required Blue and/or Green Sheets for Traffic Signal, ITS Projects or Illumination Work.)
- Include all supporting quality documentation, as noted on the Test Summary A, B and B-QA Sheets, for all Contract bid items and Contract Change Orders (CCOs).

(g) Quantity Documentation Folder

- Separate the documents into manageable-sized pronged pad or folder..
- Tab each bid item by number.
- Include all quantity documentation and source documents for all Contract Pay Items (including CCOs).
- Include all supporting and source documentation used to determine the final quantities, including but not limited to:
    - Earthwork Computation Summary and supporting source documentation (include field notes or validation information if a Digital Terrain Model was used).
    - Scale Diary - include scale certifications and check weights
    - 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*]
    - A copy of 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 Pile Record Book, or similar format, to the Sr. Geotechnical Engineer.
    - A copy of 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.

- o A copy of all PDA / CAPWAP Test Reports (if applicable). Submit the original test reports to the Sr. Geotechnical Engineer,

- DO NOT include Materials on Hand (MOH), Extra Work Order (EWO), or Construction Engineering (CE) with the quantity documentation. MOH and CE documents must remain in the PM office. All EWO summaries and invoices must be previously submitted to CAU for processing.

(h) Miscellaneous Semi-Final Documentation Folder(s)

1. General Daily Progress Reports / Project Managers Diary

- Separate the Daily Reports/Diaries into manageable-sized pronged pad or folder. [*Refer to Chapter 12A – Daily Reports/Diaries*]
- Include all original 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), PM, Asst. PM, etc.).

2. Traffic Control Inspection Reports (TP&DT Daily Reports)

- Separate the Traffic Control Inspection Reports into manageable-sized pronged pad or folder. [*Refer to Chapter 12A – Daily Reports/Diaries*]
- Submit all original Traffic Control Inspection Reports, form 734-2474. 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.

3. Erosion and Sediment Control Monitoring Form

- Separate the Erosion and Sediment Control Monitoring forms into manageable-sized pronged pad or folder.
- Submit all original Erosion and Sediment Control Monitoring forms, form 734-2361, which have been completed by the Contractor. Do not include the Erosion and Sediment Control Plan with the forms. [*Refer to Chapter 12A – Daily Reports/Diaries*]

4. TV Pipe Inspection Reports

If Television (TV) Pipe Inspections are required by the Contract, include the original inspection reports in a separate pad or folder and label the front of the pad with the contents.

5. Turbidity Monitoring Reports

- If required by the Contract, separate the Turbidity Monitoring Report forms into manageable-sized pronged pads or folder.
- Submit all original Turbidity Monitoring Report, form 734-2755, which have been completed by the Contractor. [*Refer to Chapter 12A – Daily Reports/Diaries*]

(i) Scale Diary Folder

Submit all scale certification(s), daily tare weights, and check weights in a separate pronged pad or folder. [*Refer to Chapter 12D – Quantities*]

(j) Labor Compliance Folder(s)

Submit the following labor compliance documentation [*Refer to Chapter 19 - Labor Compliance*] in separate pronged pads or folders for the Contractor and each Subcontractor:

- Certified Payrolls and Wage Certification Statements
- Employee Interview Reports
- The Project Manager's Labor Compliance Certification form 734-1734 (electronically).

1. For Projects with no Establishment Period (seeding or plants):

- Email the signed Labor Compliance Certification form to ODOT Contract Services. (The actual labor compliance documentation will remain with the PM until submittal of the semi-final documentation).
- Submit all required quality, quantity, and labor compliance semi-final documents as a complete package to CAU.

2. For Projects with an Establishment Period (seeding or plants) :

- Submit the Project documentation as noted above, including the labor compliance documentation and Labor Compliance Certification form.
- At the completion of the Establishment Period:
  - Email the (second) signed Labor Compliance Certification form for the remaining Establishment Period payrolls.
  - Send the remaining Establishment Period payrolls (and any related quality or quantity documentation) to the CAU.
  - The CAU will add the Establishment Period payrolls and quality or quantity documents to the previously submitted semi-final Project documentation.

(k) Miscellaneous Semi-Final Documents for PM Distribution

The PM is responsible for distribution of the following semi-final documentation:

1. As-Constructed Plans

The PM is responsible for preparing and distributing the As Constructed Plans as specified in *Chapter 12H – As Constructed Plans*.

- Submit one paper copy of the marked-up plans to the Region Tech Center. The Region Tech Center will complete the updates and forward to the ODOT Maps and Plans Center. The electronic As-Constructed Plans are then posted to FileNet.
- The PM is **not** required to include a copy of these plans with the semi-final package.

2. Warranties and Guarantees

If required by the Contract, note on the applicable Test Summary Sheet that they have been forwarded to the District Manager or other appropriate Unit.

- Forward all original warranties and guarantees required by the Contract, to the Office of Maintenance.
- Submit an electronic copy of all warranties to the ODOT Contract services mailbox as shown on the semi-final checklist.
- Distribute copies to the appropriate District Manager, or other Unit responsible for maintenance of the Project, as specified on the Semi-Final Documentation Checklist form 734-2706, at the completion of the Project.

[*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 Contract Administration Unit. During the final review of the Project semi-final documentation, the RAS will:

- Verify that the quality of Materials and Work on the Project is in close conformance with Contract requirements and that the Materials and Work are acceptable to remain on the Project.
- Assure that documentation fulfills the requirements of the Contract.
- Assure that price adjustments have been properly applied.
- Verify that methods, calculations, and quantities are appropriate and correct.

The RAS will complete a final Documentation Review Report (DRR) noting Establishment Period or any PM exceptions. The final Documentation Review Report will be signed by both the PM and the RAS.

The RAS may also provide other recommendations and advice as requested by the CAE.

37-3 RETAINAGE

When the Project is close to completion, the PM will:

- Release any remaining retainage of Pay Items in the Schedule of Items and Contract Change Order 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 RASs 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 assure that:

- Documentation and review have been adequately performed, and
- 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 Project Manager (PM) within 90 Calendar Days of the date that the final Contract payment voucher was mailed.

If the PM finds that corrections to the final Contract payment voucher are appropriate, the PM must submit documentation and work with the Contract Administration Unit (CAU) to issue payment.

If the PM 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 Periods

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 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.

ODOT 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
- ODOT forces or public traffic has damaged or destroyed the plantings, and ODOT does not wish to replace them
- Other reasons as determined by the Engineer

Establishment includes the items specified in the contract, including:

- 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 Project Manager (PM), 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 PM 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 PM modifies anything about the contract requirements for the establishment period, including modifying the final number of plants to be established or remain in place, the PM must issue a Contract Change Order (CCO) to document the changes. If

the changes affect the bid price for the affected items, the PM must modify the bid price as well. Refer to **Chapter 15 - Change Orders/Force Account Work/Work By Public Forces**.

The PM 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
- 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 of the Construction Section regarding questions on contract administration, payment, or documentation.

Issue Third Notification when appropriate. Also refer to **Chapter 13 - Contract Time** and **Chapter 40 - Third Notification** of this Manual.

*CHAPTER 40 – THIRD NOTIFICATION

As referenced in 00150.90(b), the Project Manager (PM) 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 PM 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.

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, including retainage. Any such interest is not 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 PM determines that the Contractor still has unfinished or corrective Work to be completed, or still needs to furnish additional documentation, the PM must rescind Third Notification until the needed items are completed. The PM 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.

*** All Marked Text Updated October, 2010**

Oregon Department of Transportation

NOTIFICATION OF COMMENCEMENT AND COMPLETION DATES FOR CONTRACT PROJECTS

PROJECT NAME (SECTION) CONSTRUCTION MANUAL FORM EXAMPLE		CONTRACT NO. C12345
HIGHWAY Main Highway	COUNTY Marion	E.A. NO. CON004231
CONTRACTOR PRIME CONSTRUCTION COMPANY		F.A. PROJECT NO. X-STP-S001(12)
PROJECT MANAGER (sign) _____	DATE 2/22/2010	DATE OF AWARD 3/25/2008

FIRST NOTIFICATION

DATE October 13, 2008 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

	SPECIFIED COMPLETION (FROM SECT. 00180.50)	DAYS CHARGED BEYOND SPECIFIED COMPLETION	DATE(S) THE WORK WAS COMPLETED AND THE TIME CHARGES STOPPED.
(A)	8-28-09 (CCO #4, CCO #14)	0	8/27/2009
(B)	9/30/2009	2	10/2/2009
(C)	12/11/2009	0	12/11/2009
(D)			

ALL CLAIMS FOR ADDITIONAL COMPENSATION MUST BE SUBMITTED BY: DATE Saturday, December 26, 2009

(SEE SUBSECTION 00199.30 OF THE CONTRACT PROVISIONS FOR ADDITIONAL REQUIREMENTS.)

KNOWN ITEMS NECESSARY TO COMPLETE THE REQUIREMENTS FOR "THIRD NOTIFICATION" ARE:

Submit all required Quality, Quantity and Labor Compliance Documentation.

Completion of all punchlist work identified at final inspection (see attached).

THIRD NOTIFICATION

Monday, February 22, 2010 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.

CHAPTER 41 – WARRANTIES, GUARANTEES, RESPONSIBILITY FOR MATERIALS AND WORKMANSHIP

As specified in Section 00150.96, the Contractor must provide to the Project Manager (PM), before Third Notification is issued, all 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 be originals and state that they are enforceable by the Agency that manages, or is responsible for, the facility.

The PM will transmit the warranties and guarantees to the District Manager with copies of the warranty or the guarantee to both the Office of Maintenance and Operations and the Contract Administration Unit (CAU) 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 PM 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 PM 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 PM. 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 date starts on the date the warranted bid item Work is accepted and complete, and the Agency authorizes payment for that Work to the Contractor, 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 PM at Project completion.