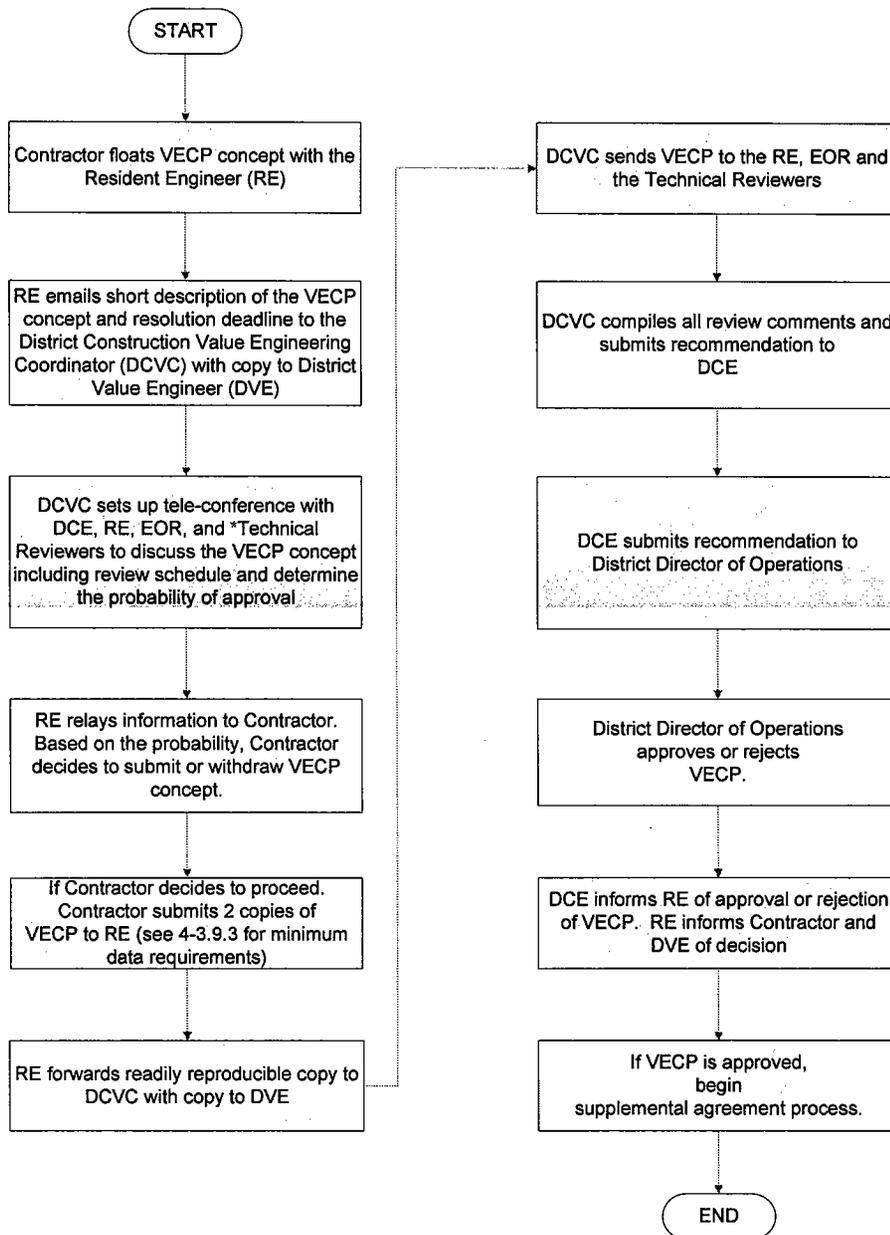


VECP PROCESS

1/2/2007



* The Technical Reviewers will vary depending on the issue. The DCVC will ensure that the proper reviewer is provided the opportunity to review the proposal.

State Construction Office	Specification
State Structures Engineer	Category 2 Bridges
District Drainage Engineer	Drainage
District Maintenance Engineer	Long-term Maintenance Effect
District Materials Engineer	Materials or Material Tests
District Specifications Engineer	Specification
District Structures and Facilities Engineer	Structures
District Structures Design Engineer	Structures
District Traffic Operations Engineer	Signs, Signals, MOT

The Resident Engineer shall review the proposal for constructability, quantity computations, and adherence to the contract requirements. The Resident Engineer shall also notify and copy the FHWA Transportation Engineer on FHWA full oversight projects.

VECP Specification

conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly. The Engineer will notify the Contractor whether or not an adjustment of the Contract is warranted.

The Engineer will not allow a Contract adjustment for a differing site condition unless the Contractor has provided the required written notice.

The Engineer will not allow a Contract adjustment under this clause for any effects caused to any other Department or non-Department projects on which the Contractor may be working.

4-3.8 Changes Affecting Utilities: The Contractor shall be responsible for identifying and assessing any potential impacts to a utility that may be caused by the changes proposed by the Contractor, and the Contractor shall at the time of making the request for a change notify the Department in writing of any such potential impacts to utilities.

Department approval of a Contractor proposed change does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those in the original Contract Specifications, design plans (including traffic control plans) or other Contract Documents and which effect a change in utility work different from that shown in the utility plans, joint project agreements or utility relocation schedules.

4-3.9 Value Engineering Incentive:

4-3.9.1 Intent and Objective:

(1) This Subarticle applies to any cost reduction proposal (hereinafter referred to as a Value Engineering Change Proposal or VECP) that the Contractor initiates and develops for the purpose of refining the Contract to increase cost effectiveness or significantly improve the quality of the end result. This Subarticle does not, however, apply to any such proposal unless the Contractor identifies it at the time of its submission to the Department as a proposal submitted pursuant to this Subarticle.

(2) The Department will consider VECPs that would result in net savings to the Department by providing either:

a. a decrease in the cost of performance of the Contract; or
b. a reduction in cost of ownership (hereinafter referred to as collateral costs) of the work provided by this Contract, regardless of acquisition costs. VECPs must result in savings without impairing essential functions and characteristics such as safety, service, life, reliability, economy of operation, ease of maintenance, aesthetics and necessary standard design features. However, nothing herein prohibits the Contractor from submitting VECPs when the required functions and characteristics can be combined, reduced or eliminated because they are nonessential or excessive. The Department will not recognize the Contractor's correction of plan errors that result in a cost reduction, as a VECP.

(3) The Department reserves the right to reject at its discretion any VECP submitted that proposes a change in the design of the pavement system or that would require additional right-of-way. The Department will not allow the substitution of another design alternate, on which the Contractor could have bid, that is detailed in the plans for the one on which the Contractor has bid, under this Subarticle. Pending the Department's execution of a formal supplemental agreement implementing an approved VECP, the Contractor shall remain obligated to perform the work in accordance with the terms of the existing Contract. The Department will not grant any time extensions to allow for the time required to review a VECP.

4-3.9.2 Subcontractors: The Department encourages the Contractor to include the provisions of this Subarticle in Contracts with subcontractors and to encourage submission of VECPs from subcontractors. However, it is not mandatory to submit VECPs to the Department or to accept or transmit subcontractor proposed VECPs to the Department.

4-3.9.3 Data Requirements: As a minimum, submit the following information with each VECP:

(1) a description of the difference between the existing Contract requirement and the proposed change, and the comparative advantages and disadvantages.

(2) separate detailed cost estimates for both the existing Contract requirement and the proposed change. Break down the cost estimates by pay item numbers indicating quantity increases or decreases and deleted pay items. Identify additional proposed work not covered by pay items within the Contract, by using pay item numbers on the Master Pay Item list. In preparing the estimates, include overhead, profit, and bond within pay items in the Contract. Separate pay item(s) for the cost of overhead, profit, and bond will not be allowed.

(3) an itemization of the changes, deletions or additions to plan details, plan sheets, design standards and Specifications that are required to implement the VECP if the Department adopts it. Provide preliminary plan drawings sufficient to describe the proposed changes.

(4) an estimate of the effects the VECP would have on collateral costs to the Department.

(6) Engineering or other analysis in sufficient detail to identify and describe specific features of the Contract that must be changed if the Department accepts the VECP with a proposal as to how these changes can be accomplished and an assessment of their effect on other project elements. The Department may require that engineering analyses be performed by a prequalified consultant in the applicable class of work. Support all design changes that result from the VECP with prints of drawings and computations signed and sealed by the Contractor's Engineer of Record. Written documentation or drawings will be provided clearly delineating the responsibility of the Contractor's Engineer of Record.

(6) the date by which the Department must approve the VECP to obtain the total estimated cost reduction during the remainder of the Contract, noting any effect on the Contract completion time or delivery schedule.

(7) a revised project schedule that would be followed upon approval of the VECP. This schedule would include submittal dates and review time for the Department and Peer reviews.

4-3.9.4 Processing Procedures: Submit two copies of each VECP to the Engineer or his duly authorized representative. The Department will process VECPs expeditiously; however, the Department is not liable for any delay in acting upon a VECP submitted pursuant to this Subarticle. The Contractor may withdraw, in whole or in part, a VECP not accepted by the Department within the period specified in the VECP. The Department is not liable for any VECP development cost in the case where the Department rejects or the Contractor withdraws a VECP.

The Engineer is the sole judge of the acceptability of a VECP and of the estimated net savings in construction and collateral costs from the adoption of all or any part of such proposal. In determining the estimated net savings, the Department reserves the right to disregard the Contract bid prices if, in the judgment of the Engineer, such prices do not represent a fair measure of the value of work to be performed or to be deleted.

Prior to approval, the Engineer may modify a VECP, with the concurrence of the Contractor, to make it acceptable. If any modification increases or decreases the net savings resulting from the VECP, the Department will determine the Contractor's fair share upon the basis of the VECP as modified and upon the final quantities. The Department will compute the net savings by subtracting the revised total cost of all bid items affected by the VECP from the total cost of the same bid items as represented in the original Contract.

Prior to approval of the VECP that initiates the supplemental agreement, provide acceptable Contract-quality plan sheets revised to show all details consistent with the VECP design.

4-3.9.5 Computations for Change in Contract Cost of Performance: The Department will not pay for the Contractor's VECP development and implementation costs. If the VECP is adopted, the Contractor's share of the net savings as defined hereinafter represents full compensation to the Contractor for the VECP.

The Department will not include its costs to process and implement a VECP in the estimate. However, the Department reserves the right, where it deems such action appropriate, to require the Contractor to pay the Department's cost of investigating and implementing a VECP as a condition of considering such proposal. When the Department imposes such a condition, the Contractor shall accept this condition in writing, authorizing the Department to deduct amounts payable to the Department from any monies due or that may become due to the Contractor under the Contract.

4-3.9.6 Computations for Collateral Costs: To determine any collateral cost savings, prepare separate estimates for collateral costs of both the existing Contract requirement and the proposed change. Provide estimates that consist of an itemized breakdown of all costs and the basis for the data used in the estimate. Cost benefits to the Department include, but are not limited to, reduced costs of operation, maintenance or repair, and extended useful service life. Increased collateral costs include the converse of such factors.

Compute collateral costs as follows:

(1) Calculate costs over a 20-year period on a uniform basis for each estimate.

(2) If the difference in the estimates as approved by the Department indicates a savings, divide the resultant amount by 20 to arrive at the average annual net collateral savings. The Department will share the average annual net collateral savings as stipulated in 4-3.9.8.

4-3.9.7 Conditions of Acceptance for Major Design Modifications of Category 2 Bridges: A VECP that proposes major design modifications of a category 2 bridge, as determined by the Engineer, shall have the following conditions of acceptance:

All bridge plans shall be reviewed by a single independent engineering firm (the independent Engineer) not involved in the VECP design, pre-qualified in accordance with Chapter 14-75, to assure that the design is in compliance with all Department requirements. The independent Engineer's comments, along with the resolution of each comment, shall be submitted to the Department. The independent Engineer shall sign and seal a cover letter stating that all of the independent Engineer's comments have been adequately addressed and the design is in compliance with the Department requirements. If there are any unresolved comments the independent Engineer shall specifically list all unresolved issues in the signed and sealed cover letter. Peer review will be funded by the Contractor.

Contractor shall designate a primary engineer responsible for the VECP design and as such will be designated as the Contractor's Engineer of Record for the VECP design. The Department reserves the right to require the Contractor's Engineer of Record to assume responsibility for the entire structure.

The Contractor shall have all permanent engineering work affected by the VECP, peer reviewed by an independent engineer other than the engineer initially performing the work. Engineering work includes but is not limited to: requests for acceptance for noncompliant work, repair procedures, shop drawing review, or design and review of activities affecting public safety. If the Specialty Engineer and Contractor's Engineer of Record are separate entities, either party may initiate the action; the other shall check and certify the work as being complete and correct prior to submittal to the Engineer. If the Specialty Engineer and Contractor's Engineer of Record are the same entity, the Specialty Engineer/Contractor's Engineer of Record will initiate the action of the independent firm contracted to prepare these requests and the Specialty Engineer/Contractor's Engineer of Record will check and certify the work of the independent firm as being complete and correct prior to submittal to the Engineer.

New designs shall be in compliance with all applicable Department, FHWA and AASHTO criteria requirements including bridge load ratings.

4-3.9.8 Sharing Arrangements: If the Department approves a VECP, the Contractor may be entitled to share in both construction savings and collateral savings to the full extent provided for in this Subarticle. The Contractor shall receive up to 50% of the net reduction in the cost of performance of the Contract due to an approved VECP, except for innovative ideas. Upon review and approval of the VECP, the savings shall be based on a final negotiated agreement between the Contractor and the Department. The final negotiated agreement shall include a minimum guaranteed savings, which shall be the Department's share of the savings.

For sharing purposes, the Department will not consider an idea as innovative if the idea is identical or similar to a previously submitted VECP or an idea previously used by the Department. For innovative ideas, as determined by the Engineer, the Contractor and the Department shall share the reduction in the cost of performance as follows:

Accrued Net Savings	Contractor's Share %	Department's Share %
Less than \$25,000	100	0
\$25,000 to \$50,000	75	25
Over \$50,000	50	50

When collateral savings occur, the Department will provide the Contractor with 20% of the average annual net collateral savings.

4-3.9.9 Notice of Intellectual Property Interests and Department's Future Rights to a VECP:

4-3.9.9.1 Notice of Intellectual Property Interests: The Contractor's VECP submittal shall identify with specificity any and all forms of intellectual property rights that either the Contractor or any officer, shareholder, employee, consultant, or affiliate, of the Contractor, or any other entity who contributed in any measure to the substance of the Contractor's VECP development, have or may have that are in whole or in part implicated in the VECP. Such required intellectual property rights notice includes, but is not limited to, disclosure

of any: issued patents, copyrights, or licenses; pending patent, copyright or license applications; and any intellectual property rights that though not yet issued, applied for or intended to be pursued, could nevertheless otherwise be subsequently the subject of patent, copyright or license protection by the Contractor or others in the future. This notice requirement does not extend to intellectual property rights as to stand-alone or integral components of the VECP that are already on the Department's QPL or design standard indexes, or are otherwise generally known in the industry as being subject to patent or copyright protection.

4-3.9.9.2 Department's Future Rights to a VECP: Notwithstanding 7-3 nor any other provision of the Standard Specifications, upon acceptance of a VECP, the Contractor hereby grants to the Department and its contractors (such grant being expressly limited solely to any and all existing or future Department construction projects and any other Department projects that are partially or wholly funded by or for the Department) a royalty-free and perpetual license under all forms of intellectual property rights to manufacture, to use, to design, to construct, to disclose, to reproduce, to prepare and fully utilize derivative works, to distribute, display and publish, in whole or in part, and to permit others to do any of the above, and to otherwise in any manner and for any purpose whatsoever do anything reasonably necessary to fully utilize any and all aspects of such VECP on any and all existing and future construction projects and any other Department projects.

Contractor shall hold harmless, indemnify and defend the Department and its contractors and others in privity therewith from and against any and all claims, liabilities, other obligations or losses, and reasonable expenses related thereto (including reasonable attorneys' fees), which are incurred or are suffered by any breach of the foregoing grants, and regardless of whether such intellectual property rights were or were not disclosed by the Contractor pursuant to 4-3.9.9.1, unless the Department has by express written exception in the VECP acceptance process specifically released the Contractor from such obligation to hold harmless, indemnify and defend as to one or more disclosed intellectual property rights.

4-4 Unforeseeable Work.

When the Department requires work that is not covered by a price in the Contract and such work does not constitute a "Significant Change" as defined in 4-3.1, and the Department finds that such work is essential to the satisfactory completion of the Contract within its intended scope, the Department will make an adjustment to the Contract. The Engineer will determine the basis of payment for such an adjustment in a fair and equitable amount.

4-5 Rights in and Use of Materials Found on the Site of the Work.

4-5.1 Ownership and Disposal of Existing Materials: Take ownership and dispose of all materials that are not designated as the property of other parties, in both roadway and structures, found on the right-of-way, and all material in structures designated for removal. Such materials do not include earth or other excavated material required for the construction of the project. During construction, the Contractor may use materials from existing structures that are required to be removed and that are designated to remain the property of the Department. Do not cut or otherwise damage such material during removal unless the Engineer gives permission to do so. Store material in an accessible location as the Engineer directs. The Department is not responsible for the quality or quantity of any material salvaged.

4-5.2 Ornamental Trees and Shrubs: Take ownership of all ornamental trees or shrubs existing in the right-of-way that are required to be removed for the construction operations and

Jonathan Duazo & Shane
Smith

CIM Update

EOR Escalation Matrix

MOT Review Report

(Accuracy)

Buck Slip

Revised Work Order Procedure:

Explanation: No longer need to send Bucksip. You will only need to send the Tracking Spreadsheet to Alida, and she will locate the Work order in Hummingbird.

1. Entitlement Analysis Spreadsheet
<http://d5web.d5.dot.state.fl.us/operations/01/DCO%20Reference%20Guide/Supplemental%20Agreements/Entitlement%20Analysis%20-%20Blank%20Form.xls>
 - a. Include EOR & Design PM
 - b. Include Mail Station
 - c. Include Reason Code
 - d. Enter Premium Cost Amount if any
 - e. Include Resolution Tracking System Identification Number if Avoidability code is 1 **only**
2. Scan into Hummingbird
3. Log on to Spreadsheet for tracking Contingency Money
[http://d5web.d5.dot.state.fl.us/operations/01/DCO%20Reference%20Guide/Supplemental%20Agreements/Spreadsheet%20for%20Contingency%20\(Bla nk\).xls](http://d5web.d5.dot.state.fl.us/operations/01/DCO%20Reference%20Guide/Supplemental%20Agreements/Spreadsheet%20for%20Contingency%20(Bla nk).xls)
4. E-mail Updated spreadsheet when new Work Order is added to Alida Schmitt Alida.Schmitt@dot.state.fl.us

Entitlement Analysis

Financial No.:
Contract No.:
EOR:
Design PM:

Date Prepared:
CEI Consultant:
SPE / RE Signature: _____
Mail Station:

Description of Change:

Entitlement Analysis:

Reason Code:

Time Extension Analysis:

Premium Cost Analysis:

Premium Cost Amount:

(If Avoidability code is "1", issue must be entered in Resolution Tracking System)

Resolution Tracking System Issue Identification Number:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
MAINTENANCE OF TRAFFIC (MOT) REVIEW REPORT
Evaluation: Initial _____ Comprehensive Weekly Report _____

A) Report No.: _____ B) Contract No.: _____ C) Fin No.: _____
 D) Federal Aid Project No.: _____ E) Project Administrator: _____
 F) Week of Contractor Review: _____ G) Date of Department / Representative Review: _____
 H) Current Project Phase: 1, 2, 3, etc. _____ I) Project Location: _____
 J) Areas to be Reviewed: _____

AREA NO. 1 - TRAFFIC CONTROL PLAN	Y	N	N/A	DC	REMARKS
A. TOP/ALTERNATE TCP/MODIFICATIONS APPROVED					
B. SIGNED & MARKED ACCORDING TO PLAN					
C. SIDE STREETS SIGNED PROPERLY					
D. SPEED LIMIT REDUCTION NECESSARY WITH SIGN LOCATED PROPERLY					
E. NEEDED TURN LANES IN PLACE					
AREA NO. 2 - GENERAL	Y	N	N/A	DC	REMARKS
A. SIGNS CORRECT HEIGHT & OFFSET					
B. SIDEWALK CLOSED/SCHOOL MARKING/CROSSWALK SIGNS PLACED PROPERLY					
C. DRIVEWAY & MEDIAN ACCESS ADEQUATE					
D. SIGNAL TIMING/PHASING ADEQUATE					
E. SUFFICIENT WARNING SIGNS IN PLACE					
F. EXISTING SIGNS NOT IN USE REMOVED OR COVERED					
G. SUFFICIENT DEVICES TO GUIDE TRAFFIC THROUGH THE WORK AREA					
H. ROADWAY SURFACE MAINTAINED SATISFACTORILY					
I. MESSAGE BOARDS CONVEY CONCISE MESSAGE TO MOTORISTS					
AREA NO. 3 - NIGHT WORK	Y	N	N/A	DC	REMARKS
A. LIGHTING PLAN APPROVED					
B. VARIABLE MESSAGE SIGN WARNING LIGHTED WORK ZONE AHEAD					
C. EQUIPMENT HAS FLASHING LIGHTS AND/OR REFLECTIVE SHEETING					
D. PILOT VEHICLE WITH FLASHING LIGHTS AND MESSAGE BOARD					
E. LIGHTING AIMED NOT TO IMPEDE TRAFFIC					
AREA NO. 4 - CLEAR ZONE/HAZARDS	Y	N	N/A	DC	REMARKS
A. NO EQUIPMENT/MATERIALS/HAZARDS STORED IN CLEAR ZONE					
B. NO UNPROTECTED DROP-OFFS >3'					
AREA NO. 5 - TEMPORARY PAVEMENT MARKINGS	Y	N	N/A	DC	REMARKS
A. CORRECT APPLICATIONS AND WIDTH					
B. REFLECTIVITY CONDITION SATISFACTORY (TAPE/PAINT/MESSAGES)					
C. CONFLICTING MARKINGS AND PAVEMENT DEBRIS REMOVED					
AREA NO. 6 - TEMPORARY BARRIER WALL	Y	N	N/A	DC	REMARKS
A. IS WALL CONNECTED AND ANCHORED PER APPROPRIATE RUMY OR STRUCTURES INDEX					
B. IS TRANSITION PER INDEX					
C. HAS PROPER END TREATMENT BEEN INSTALLED CORRECTLY					
D. PROPER POSITION AND LIGHTS MAINTAINED					

AREA NO. 7 - FLAGGERS									
A. LIST OF TRAINED FLAGGERS SUBMITTED TO PROJECT ADMINISTRATOR BEFORE CONSTRUCTION BEGINS									
B. FLAGGER AHEAD SIGN INSTALLED PROPERLY									
C. FLAGGER WEARING APPROVED SAFETY VEST/USING PROPER STOP/SLOW PADDLE									
AREA NO. 8 - LANE CLOSURES									
A. PROPER TRANSITION, SIGHT DISTANCE and BUFFER LENGTHS									
B. PROPER DEVICE SPACING AND VISIBILITY									
C. PAVEMENT MARKINGS PLACED CORRECTLY									
D. PROPER MERGING									
AREA NO. 9 - DETOURS									
A. PROPER SIGNING AND PAVEMENT MARKING									
AREA NO. 10 - PEDESTRIAN/BICYCLIST ACCOMMODATIONS									
A. SEPARATED FROM WORK OPERATIONS AND TRAFFIC									
B. PROPER SIGNING WITH PROPER TRAVEL PATHS									
AREA NO. 11 - BUSINESS ACCOMMODATIONS									
A. VEHICLE AND PEDESTRIAN ENTRANCES MAINTAINED									
WITH PROPER DEVICES, SIGNING AND VISIBILITY									
AREA NO. 12 - TRAFFIC CONTROL DEVICES									
TYPE	VISIBLE	BEING USED	DEVICES CLEAN	SPACED PROPERLY	NOT MIXED	WORKING (%)	REFL	COLOR	REMARKS/DATE CORRECTED
CONES	Y 'N 'N/A		Y 'N 'N/A	Y 'N 'N/A	Y 'N 'N/A		Y 'N 'N/A	Y 'N 'N/A	
DRUMS									
LIGHTS (A,B, & C)									
FLAGS									
SIGNS									
RPMS									
ARROW BOARD									
PLANKS									
BARRICADES									

K) I certify that to the best of my knowledge and belief that the information recorded on this inspection report is accurate.

Print Name of Contractor's WTS: _____

Signature: _____

A false statement of omission made in connection with this certification is sufficient cause for suspension, revocation, or denial of qualification to bid, and a determination of non-responsibility, and may subject the person and/or entity making the false statement to any and all civil and criminal penalties available pursuant to applicable Federal and State Law.

Maintenance of traffic (MOT) Review Report

- Area 12 – Traffic Control Devices Section
 - The Project Administrator should not be using this section for basis of pay.
 - Working % Column needs to be filled in accurately, not blank, or all 100% week after week.
 - If not 100%, the remarks section should be filled out to explain why not.
 - If there is an accident in the work zone, and it is not being filled out accurately, it could be used against us in court.
 - It is the Project administrator's responsibility to ensure that it is filled out accurately before accepting it.

AREA NO. 7 - FLAGGERS																
A. LIST OF TRAINED FLAGGERS SUBMITTED TO PROJECT ADMINISTRATOR BEFORE CONSTRUCTION BEGINS																
B. FLAGGER AHEAD SIGN INSTALLED PROPERLY																
C. FLAGGER WEARING APPROVED SAFETY VEST/USING PROPER STOP/SLOW PADDLE																
AREA NO. 8 - LANE CLOSURES																
A. PROPER TRANSITION, SIGHT DISTANCE and BUFFER LENGTHS																
B. PROPER DEVICE SPACING AND VISIBILITY																
C. PAVEMENT MARKINGS PLACED CORRECTLY																
D. PROPER MERGING																
AREA NO. 9 - DETOURS																
A. PROPER SIGNING AND PAVEMENT MARKING																
AREA NO. 10 PEDESTRIAN/BICYCLIST ACCOMMODATIONS																
A. SEPARATED FROM WORK OPERATIONS AND TRAFFIC																
B. PROPER SIGNING WITH PROPER TRAVEL PATHS																
AREA NO. 11 - BUSINESS ACCOMMODATIONS																
A. VEHICLE AND PEDESTRIAN ENTRANCES MAINTAINED WITH PROPER DEVICES, SIGNING AND VISIBILITY																
AREA NO. 12 - TRAFFIC CONTROL DEVICES																
TYPE	VISIBLE		BEING USED	DEVICES CLEAN		SPACED PROPERLY		NOT MIXED		WORKING (%)	REFL	COLOR			REMARKS/DATE CORRECTED	
	Y	*N		N/A	Y	*N	N/A	Y	*N			N/A	Y	*N		N/A
CONES																
DRUMS			225							100%						Drums need to be cleaned
LIGHTS (A,B, & C)			225							99%						lights out STA 1740+50, 1765+00
FLAGS																
SIGNS			10							90%						sign missing at STA 1735+00
RPMS																
ARROW BOARD																
VMS			3							100%						
PADDLE																
BARRICADES			32							100%						

K) I certify that to the best of my knowledge and belief that the information recorded on this inspection report is accurate.

Print Name of Contractor's WTS: JACK PAULS

Signature: 

A false statement of omission made in connection with this certification is sufficient cause for suspension, revocation, or denial of qualification to bid, and a determination of non-responsibility, and may subject the person and/or entity making the false statement to any and all civil and criminal penalties available pursuant to applicable Federal and State Law.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
MAINTENANCE OF TRAFFIC (MOT) REVIEW REPORT

A) Report No.: N/A B) Contract No.: _____ C) Fin No.: _____
 D) Federal Aid Project No.: _____ E) Project Administrator: _____
 F) Week of Contractor Review: N/A G) Date of Department / Representative Review: _____
 H) Current Project Phase: 1, 2, 3, etc. I) Project Location: _____

L) FOR DEPARTMENT USE ONLY: DEPARTMENT NOTIFICATION TO CONTRACTOR OF MOT DEFICIENCIES THAT HAVE NOT BEEN CORRECTED

*The following MOT deficiencies as noted above and viewed by Department Representative have not been corrected in accordance with Specification. Please take immediate steps to correct these conditions.

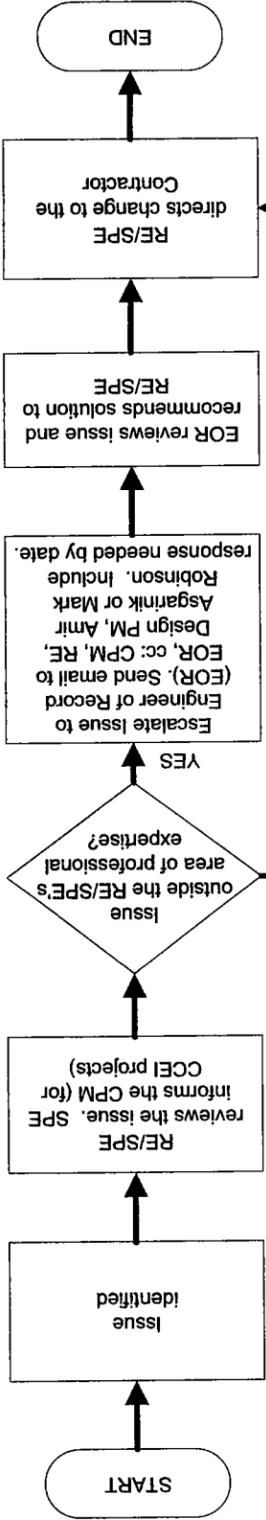
Deficiency (Section J Area No. 1 thru 12)	Date Corrected (24-hours maximum)	Recommended Action (immediate project shut down, pay reductions, etc.)

FORM INSTRUCTIONS: The **WTS** will submit the original Initial MOT Review Report to the Project Administrator for the first drive-through inspection on each phase of work and the original Comprehensive Weekly Report that will cover daily daytime and weekly night time inspections for daytime projects, and daily night time and weekly daytime inspections for night time projects. The **WTS** shall correct all safety deficiencies immediately. The **WTS** shall not allow minor deficiencies that are not safety hazards to remain uncorrected for more than 24 hours (Specs. 102-3.2)

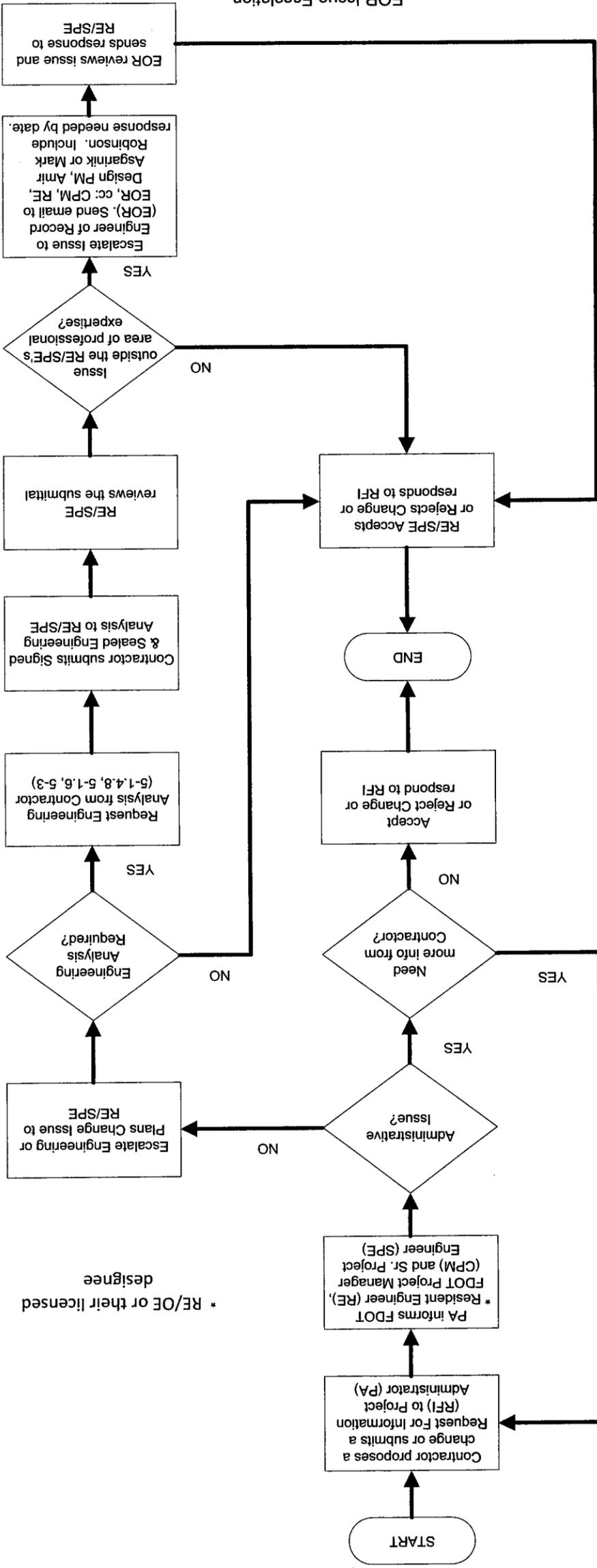
- A) The Contractor shall use consecutive numbers for each report submitted for each project.
 - B) Contract Number.
 - C) Financial Project Identification Number.
 - D) Federal Aid Project Number.
 - E) Project Administrator's Name.
 - F) Week of **WTS** review.
 - G) The Department/Representative should confirm the **WTS** MOT Review Report by conducting field inspections, showing a date of this review. (CPAM 9.1.8.2)
 - H) MOT work phase at time of review by **WTS**.
 - I) Project Location (State, County, Road Number, etc.)
 - J) The conditions (areas 1-12) that must be reviewed in the field by the **WTS** with the boxes checked showing the compliance/non-compliance areas in the Work Zone. The **WTS** must enter the date when the deficiencies were corrected (DC). **WTS** or the Department personnel will use the remarks column to identify any deficiencies. (CPAM 9.1.8.2)
 - K) Printed name of Contractor's **WTS** with the **WTS** signature.
 - L) Department's notification to the contractor of MOT deficiencies that have not been corrected, and the Department's recommended action. (CPAM 9.1.8.2)
- The date in G) represents the date given to the Contractor.

EOR Issue Escalation

Department Directed Change



Contractor Requested Change



The Department will provide the Engineering Services for Plan Changes that we make for our needs and for Plan errors. (Ref 5.1.3, 5-4). These Engineering Services can be performed by the EOR or RE/SPE.

The Department's EOR will review the Contractor's required shop drawings (Ref 5-1.4.6.2, 5-1.4.6.3). For those that require Engineering, the Contractor's submittal shall be signed by a Specialty Engineer or the Contractors EOR (Ref 5-1.4).

If the Contractor wishes to make changes for their purposes, it is a modification for Construction and would be handled as a shop drawing submittal and possibly a VECP per 5-1.4.8.

If the Contractor constructs something incorrectly or does not meet the contract requirements he can submit to the Engineer (CEI) an acceptance proposal. When the Engineer (our CEI) determines the work to require Engineering analysis then the Contractor would need to hire an Engineer to perform that work (Ref 5-1.6, 5-3, 5-1.48)

- On shop drawings submittals that require EOR acceptance per 5-1
- For concurrence/recommendations that the RE/SPE (after he/she has thoroughly reviewed) are not qualified to wager a professional recommendation and seal the plans at final. (Department CEI PM should monitor this process, for CCEI projects). Routine or minor issues that can be reasonably determined at the RE/SPE level should not be escalated to the EOR for formal response. However, a RE/SPE may need to call the EOR for any background information needed on any given issue.
- If revisions are due to errors or omissions, the EOR has a professional obligation to correct the plans. The EOR shall sign, date and emboss with a seal any changes that the EOR has made to revise the original sheet.

All changes made in the field not requiring an engineering analysis will be RE/SPE responsibility to sign, seal, and date these changes. The RE/SPE shall sign, date and seal those changes for which the SPE is solely responsible.

See Preparation and Documentation Manual
 Topic 700-050-010, Chapter 4
 Final "As-Built" Plans Process
 to determine the proper way of documenting
 the "as-built" plans due to these changes.

Taylor & Donnie Grinstead

Supplemental Agreements
(Revised Worksheet)

SA/Work Order Forms

Updated forms for Entitlement
Analysis & Engineer's
Estimate

Back-up documentation for
Basis of Estimate

Issuance of NTP for SA's and
Work Orders

Automated funds encumbrance
request form

Burden rate, break out
insurance

Offer to be sent out after PAR
is completed



Contract Administration Update Training

January 2008

Don Grinstead & Jennifer Taylor

Requesting Funds

- Complete the Encumbrance Request form on-line at:
<http://www2.dot.state.fl.us/construction/District5/EncumbranceRequest.asp>
X

Supplemental Agreements

- SA Process
- SA Worksheet (Revised)
- SA Forms (Use most current version)
- Contingency SA Process (Spreadsheet)
- Contingency SA Form
- Unilateral Payment Process
- Unilateral Payment Form
- Issuing the Notice to Proceed

Documentation

- Need to ensure we have accurate & complete supporting documentation to support fair and equitable value for work performed.
- Entitlement Analysis
- Engineer's Estimate
 - Calculating labor & Burden Rates (Spec 4-3.2.1)
- Basis For Estimate
- Spreadsheet for Pay Item Changes

Work Orders

- District Process
- Field Process

Requesting Overrun Funds

- Process
- Spreadsheet

Project Close-Out

- Offer will be sent out after the PAR has been completed.
- Flow Chart



Contract Administration Update Training

January 2008

Don Grinstead & Jennifer Taylor

Requesting Funds

- Complete the Encumbrance Request form on-line at:
<http://www2.dot.state.fl.us/construction/District5/EncumbranceRequest.asp>

X



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Encumbrance Request

Contract Number:

Point Of Contact:

Phone:

Email Address:

If this encumbrance request is for multiple FINs, identify the specific FIN and the dollar amount for each FIN.

FIN Project Number	Federal Project Number	Total Encumbrance Amount	Federal Aid Participating Amount	Non-Federal Aid Participating Amount	
				Premium	Others

Brief Description of the Contract Changes:...

Note: The following project changes shall be Federal Aid Non-Participating. Please check all conditions below and insure that none of the conditions apply for the Federal Aid Participating amount.

- A. Spare parts turned over to the maintaing agency are not incorporated into the constuction
- B. Material or equipment called for in the plans but not used in the construction.

- C. Closed drainage systems on structures not justified in the environmental process
- D. Fishing Piers
- E. Drainage items, including water retention ponds, not supported through the environmental process
- F. Premium costs due to design or CEI errors or omissions
- G. Sole source items unless specifically approved by the Federal Highway Administration prior to project authorization
- H. Construction changes for items that were set up as alternate bid items
 - I. Repairing items that had not been properly maintained (cleaning pipe, etc.)
 - J. Additional contract time for utility or right of way delays beyond what was identified in the contract documents
- K. Costs to attain greater vertical or horizontal bridge clearance than deemed necessary to fulfill the intent of the original project documents
- L. Added costs due to arbitrary one foot or less backwater criteria in construction or reconstruction of Interstate Highway Bridges
- M. MOT items for Federal Aid Non-participating time extensions
- N. Work resulting from insufficient subsoil investigation
- O. Claim Settlement Costs paid solely to avoid the risk associated with failing to settle the claim as defined in CPAM Section 7.5.3.

I have reviewed the conditions above and insure that none of the conditions apply for the Federal Aid Participating Amount

This site is maintained and published by the Florida Department of Transportation's
District Five Construction Office, located at 719 South Woodland Blvd., Deland, FL 32720.
Web Author: Shane Smith - (386) 943-5355
[Site Contact Information](#)

Supplemental Agreements

- SA Process
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Supplemental Agreement Process

FUNDS ARE TO BE ENCUMBERED PRIOR TO AUTHORIZING WORK TO BEGIN.

The DOT/CEI Project Administrator (PA) or Project Manager (PM) will prepare the SA package and submit it to the District Operations Contracts Office electronically. This package should include the documents listed below and should be submitted by email to the District Contracts Office at: D5_Contract_Changes@dot.state.fl.us:

1. The completed SA Worksheet
2. The completed SA form # 700-010-45
<http://ombnet.dot.state.fl.us/forms/informs/w70001045.doc>
3. Engineer's Estimate (Refer to CPAM Chapter 7.3.7 and Guidance Document 7-3-A)
4. Entitlement Analysis (Refer to CPAM Chapter 7.3.7 and Guidance Document 7-3-A)
5. Time Analysis if adding days to the SA.(Refer to CPAM 7.5.2)
6. If DCE approval is required follow the D5 Time Extension Guideline.
7. FHWA Approval (DOT Form 700-010-47) (Required on Federal FAO jobs only) (If CEI then send completed form to FDOT PM to forward to FHWA Area Engineer. When signed, send form with complete SA Package).
8. Spreadsheet reflecting pay item changes, if applicable.
9. Appropriate backup documentation (Blue Book rates, invoices, statewide/district-wide averages, labor rates, etc.)
10. Contractors Estimate and Time Analysis.

NTP NOTE: Refer to CPAM 7.3.12 – A written NTP (fax, email or letter) may be issued when the funds are encumbered. When issued provide an electronic copy of the NTP to DOCO.

TIME NOTE: Refer to CPAM 7.3.15 – If a contract has a scheduled duration of ninety (90) days or more, and the time granted is fifteen (15) days or more, an updated schedule should be submitted and sent to DOCO with the SA Worksheet. (No schedule is required if construction is complete or near completion)

NOTE: If urgent in nature, go ahead and email the District Contracts Office the dollar amount needed with the project information, brief description of the work and fund type so the encumbrance process can be started. As soon as the SA Package is complete, reviewed and signed by the appropriate level, forward the complete SA Package to DOCO.

Instructions for Completing SA Worksheet for District Five Operations

(NOTE: THIS PAGE IS FOR INFORMATIONAL PURPOSES ONLY. DO NOT SUBMIT WITH SA WORKSHEET.)

General Instructions: If information is requested that is not applicable, enter N/A. The SA Worksheet is intended to be handwritten. Enter 'see attached' on the SA Worksheet and provide attachments for specific required backup information.

If this is for overruns, an SA is not required as of October 1, 2005.

Please see Website for Overrun procedures.

Footnotes on next page:

- (1) Point of Contact: For Consultant CEI projects; enter the Project Administrator's name, phone number, email address, and the name of the Construction Project Manager. For in-house projects, enter name of person who prepared the SA Worksheet and the name of FDOT Project Manager. For all projects, enter the Contractor Point of Contact information.
- (2) Engineer of Record should be consulted on all Supplemental Agreements. They should also be advised at the time of consultation, if the SA is due to an error or omission on the part of the Designer.
- (3) For Engineer's Estimate information, provide pay item numbers, description of work and quantity changes for each changed or new Pay Item. Complete the form located at <http://d5web.d5.dot.state.fl.us/operations/01/word%20excel%20files/4-3.2%20Spreadsheet%20Blank.xls> . Refer to CPAM 7.3.7 and Guidance Document 7-3-A. Attach the signed and dated Engineer's Estimate to the SA Worksheet. Attach a spreadsheet showing Pay Item changes to the SA Worksheet.
- (4) Brief summary of change. Provide Entitlement Analysis by completing the form located at <http://d5web.d5.dot.state.fl.us/operations/01/DCO%20Reference%20Guide/Supplemental%20Agreements/Entitlement%20Analysis%20-%20Blank%20Form.xls> . Refer to Guidance Document 7-3-A and CPAM 7.3.7. Attach your signed and dated Entitlement Analysis to the SA Worksheet. If days are to be granted attach a Time Analysis and refer to D5 Time Guidelines for approval from DCE if in excess of 10 days per issue or in excess of 5% of original contract time. Attach a copy of the approval from D5 Time when approval is needed by the DCE.
- (5) Request funds by completing the online form at <http://www2.dot.state.fl.us/construction/District5/EncumbranceRequest.aspx> . Print this form and attach it to your SA package.
- (6) **Claim Settlement** – A written demand submitted to the Department by the Contractor in compliance with 5-12 of the Standard Specifications for Road and Bridge Construction 2004 seeking additional monetary compensation, time or other adjustments to the Contract, the entitlement or impact of which is disputed by the Department.
Negotiated Settlement – (1) Work that is already complete. (2) A settlement reached between the Department and the Contractor.
- (7) FHWA concurrence required on all Full Oversight projects (FAO). Attach Form 700-010-47 signed by FHWA Area Engineer, to the SA Worksheet. To obtain signature on this form email or call (850)942-9650 ext 3031 for FHWA Area Engineer. DOCO will get the DCE/DME/DTOE signature on this form when received with the SA Package.
- (8) Attach appropriate backup documentation as required by CPAM 7.3 (Blue Book Rates, invoices, statewide/district-wide averages, labor rates, etc.)
- (9) Refer to CPAM 7.3.15 – If a contract has a scheduled duration of ninety (90) days or more, and the time granted is fifteen (15) days or more, an updated Contractor's schedule should be submitted and sent to DOCO with the SA Worksheet. (No schedule is required if construction is complete or near completion.) Attach copy of D5 Time Approval when required.
- (10) Only DOT Resident Engineers, Consultant Sr. Project Engineers, Maintenance Engineers or Operations Engineers can recommend SA's. Please refer to the Flowchart. If SA is less than \$150,000 then the SPE signs SA Worksheet. If SA is greater than \$150,000 then the SPE should initial SA Worksheet and RE should sign SA Worksheet and discuss SA with DCE.
- (11) Not required for Maintenance SA's. For SA coding information, refer to the State Construction Website Premium Costs: If applicable, provide explanation and calculations.

Submit a complete SA package to: D5-Contract_Changes@dot.state.fl.us

Questions regarding the SA process for Construction projects or Traffic Operations should be directed to Donnie Grinstead at (386) 943-5366 or Jerry Harville at (386) 943-5283. Questions regarding the SA process for Maintenance projects should be directed to Bobby Cogswell at (386) 943-5287.

DISTRICT FIVE OPERATIONS SUPPLEMENTAL AGREEMENT WORKSHEET

FIN#: _____ Contract #: _____ Fed Proj. #: _____

Point of Contact (PA Name/Phone #) ₁: _____

Email Address₁: _____

Construction Project Manager (CPM) ₁: _____

Contractor Name and Point of Contact ₁: _____

Name/Phone #, & Email Address₁: _____

Engineer of Record₂: _____

• Was this change initiated by the FDOT or the Contractor? _____

*If initiated by the contractor, is the certification for cost attached? _____

• How and when was change approved by Engineer of Record? ₂ _____

• Is this a Claim Settlement? ₆(Refer to CPAM 7.5) If yes, explain. _____

• Is this a Unilateral Supplemental Agreement? _____

• Plan Sheet Numbers to be revised and date: _____

• Are there any other pending issues? No ___ Yes ___ If yes, attach a brief explanation.

• Did you request funds through the D5 website? Yes ___ No ___ If no, please explain.

• If premium cost, is the issue entered into the Resolution Tracking System? Yes ___ No ___ If no, please explain.

Your attached SA Package should contain the documents listed below, if applicable.

- The RE/SPE/ME will review the SA Package and confirm that each item is attached.
- The RE/SPE/ME will initial each item prior to signing below.
- For information regarding Entitlement Analysis and Engineer's Estimate, refer to CPAM Chapter 7.3.7 and Guidance Document 7-3-A.

(CPM Initial) _____ CPM aware of proposed changes (for CCEI Projects)

- (RE/SPE/ME Initial) _____ Engineer's Estimate ₃
- _____ Summary of pay item changes ₃
- _____ Entitlement Analysis ₄
- _____ For Full Oversight - Attach Form 700-010-47 signed by FHWA Area Engineer ₇
- _____ Time Analysis & approval from D5 Time if required ₄
- _____ Back-up Documentation ₈
- _____ Contractor's Updated Schedule Attached ₉
- _____ D5 Encumbrance Request Form <http://www2.dot.state.fl.us/construction/District5/EncumbranceRequest.aspx>
- _____ Completed SA form # 700-010-45 (<http://ombnet.dot.state.fl.us/forms/informs/w70001045.doc>)

➤ RE/SPE /ME RECOMMENDS ₁₀: _____ (Signature) (Date)

➤ DCE Approval: _____ (Signature) (Date)

SA Coding Information ₁₁

Issue #	Date	6- Digit Code	Issue Cost	Premium Cost	Description of Change

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL AGREEMENT

700-010-45
CONSTRUCTION
05/04
Page 1 of 1

No.

Contract No.:

Date:

Road No(s). _____ Federal Aid Project No(s). _____

Fin. Proj. ID _____

This agreement entered into on _____, such an agreement to be effective on the last date of execution by a party hereto, by and between the State of Florida Department of Transportation, "Department", and _____, "Contractor", and _____, "Surety", the same being supplementary to Contract _____ by and between the parties aforesaid, dated _____, for the construction or improvement of the road(s) and bridge(s) assigned the project number(s) shown above, in _____ Count(y)(ies) Florida.

(1) _____

Revised Plan Sheet Nos. _____

(2) The quantities to be paid shall be determined as provided in the Standard Specification, Edition of _____. The quantities so determined shall be paid at the unit prices stated on the attached sheets.

(3) It is further agreed that this supplemental agreement shall not alter or change in any manner the force and effect of the original Contract No. _____, including and previous amendments thereto, except insofar as the same is altered and amended by this supplemental agreement.

(4) The Department and the Contractor agree that the contract time adjustment and sum agreed to in the Supplemental Agreement constitute a full and complete settlement of the matters set forth herein, including all direct and indirect costs for equipment, manpower, materials, overhead, profit and delay relating to the issues set forth in the Supplemental Agreement. This settlement is limited to and applies to any claims arising out of or on account of the matters described and set forth in this Supplemental Agreement.

Granted Time this Agreement _____ Days

Net Change in Contract this Agreement: Increase \$ _____ Decrease \$ _____
No Change

Approved By:

Executed By:

BY Name _____
Title _____
Date _____

Contractor _____ (SEAL)
BY Name _____
Title _____
Date _____

Executed By:

ATTEST _____
Secretary _____ Date _____

Secretary or Designee
BY Name _____
Title _____
Date _____

Surety _____ (SEAL)

Attorney, Department of Transportation, Legal Review
BY Name _____
Date _____

BY _____
Florida Licensed Insurance Agent _____ Date _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL AGREEMENT

No. _____

Contract No.: _____

Date: _____

Road No(s). _____ Federal Aid Project No(s). _____

Fin. Proj. ID _____

ATTACHMENT A

Changes:

Reason:

Please Initial:

Approved By: _____
FDOT

Approved By: _____
Contractor

Section 7.3

SUPPLEMENTAL AGREEMENTS AND UNILATERAL PAYMENTS

7.3.1 Purpose

To provide a uniform procedure for District Construction Offices to initiate, document, execute and distribute construction contract changes by **Supplemental Agreements and Unilateral Payments**.

7.3.2 Authority

Sections 334.048, 334.185, 337.11(8), 337.11(11), 337.185, 339.135(6)(a), Florida Statutes (F. S.)

Federal Aid Policy Guide (23 CFR 635)

FHWA Approved: July 11, 2006.

7.3.3 Reference

Chapter 7, Section 4 - Contingency Supplemental Agreements

Procedure No. 375-020-010, Identifying and Assigning Responsibility for Errors Omissions, and Contractual Breaches by Professional Engineers

Procedure No. 625-010-000, Exemption Agreement and 23 USC 106 Exception Process

Subarticle 4-3, Standard Specifications 2007

7.3.4 Definitions

Basis for Estimate for a Contract Change Issue: This is a statement which is a required part of the **Engineer's Estimate**. This statement shows that the methods used to determine the costs and time impacts for those issues shown in the **Engineer's Estimate** were reasonable (refer to **Guidance Document 7-3-A**).

Construction Project Manager: The Department's employee in responsible charge of the construction project and responsible for administering and managing the CEI Consultant contract.

Contract Funds Management System: A web based application which communicates with the Department's mainframe computer via a Web browser. Users may access the application Monday-Saturday, 6:00 am to 9:00 pm and manage the encumbrance of funds for a contract and/or purchase order. The system checks for available budget as well as financial project cost estimate and authorizations in the Department's Financial Management System. Once the encumbrance request has passed all system edits, it will be included in the daily batch processing through the **Florida Accounting Information Resource (FLAIR)** system.

Dispute: A disagreement between the Department and the Contractor on which the Contractor has submitted, in accordance with **Standard Specification 5-12**, a notice of intent to seek additional compensation but has not yet submitted a written claim in accordance with **Standard Specification 5-12**.

Engineer's Estimate: The estimate of the actual cost and time impacts to the Contractor caused by a contract change without regard to whose fault the contract change is or the percentage of those cost and time impacts the Contractor may be entitled to recover. For each contract change issue, the Engineer's Estimate will show the pay items involved along with quantities, unit prices, any time impacts, and the basis for the estimate (refer to **Guidance Document 7-3-A** for a description of the basis).

Entitlement Analysis: A document, signed and dated by the preparing Project Administrator or Engineer, containing statements as to each issue of a contract change, detailing the reasons why the Contractor is, or is not, entitled to recover some or all of the time and cost impacts calculated for that contract change issue in the **Engineer's Estimate**. The **Entitlement Analysis** for each issue should also include a numeric percentage of those cost and time impacts for which the reasons previously detailed justify the Contractor's entitlement. Each contract change issue should include all the pay items associated with that issue.

Major Item of Work: Any item of work having an original contract value in excess of five (5) percent of the original total contract amount.

Minor Change: When the character of the work as altered is within the scope of the contract and such work is totally defined by existing items of work at previously established contract unit prices; and when no major item of work is increased in excess of one hundred twenty-five (125) percent or decreased below seventy-five (75) percent of the original total contract quantity; and When the Contractor's work effort to perform the change does not exceed five (5) percent of the original total contract amount.

Minor Overrun: Overrun in the quantity of one or more previously established pay items at contract unit price the sum of which totals two and one-half (2.5) percent or less of the original total contract amount.

Net Overrun: Overruns dollar value minus the underruns dollar value.

Negotiated Settlement: The Department recognizes that a contract change is not a claim if the most recently modified **Entitlement Analysis** and **Engineer's Estimate** completely justify the amount of the contract change. In this case the contract change is defined as a Negotiated Settlement and the Department does not dispute the amount owed. This contract change will not be called a claim even though there may have been some initial disagreement on entitlement, contract time, unit prices, and quantities.

Premium Cost: The additional cost of a contract change that would not have been incurred if the work had been included in the original contract. More specifically, premium costs are dollar amounts paid for non-value added work. Delays, inefficiencies, rework, or extra work as shown below, other than those caused by the Contractor and/or his subcontractors or suppliers, will be considered as non-value added work. Non-value added work can occur in three distinct situations:

- (1) Work delays or inefficiencies - In this situation, the premium costs are the total delay/inefficiency damages paid to the Contractor.
- (2) Rework - The premium costs are the dollar amount of the original items of work that have to be removed and the costs to remove these items.
- (3) Extra Work - In this situation, the premium costs are computed as the net difference between the final agreed prices paid to the Contractor and the **Engineer's Estimate** – what the cost would have been had the extra work been included in the original bid at letting.

Premium costs associated with Errors or Omissions by the Engineer of Record or the Consultant Construction Engineering Inspection Firm shall be Federal-Aid non-participating.

Significant Change: When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or when a major item of work is increased in excess of one hundred twenty-five (125) percent or decreased below seventy-five (75) percent of the original contract quantity.

Substantial Overrun: Overrun in the quantity of one or more pay items which totals more than two point five (2.5) percent of the original total contract amount.

7.3.5 Identifying the need for a Supplemental Agreement or Unilateral Payment

7.3.5.1 Supplemental Agreements or Unilateral Payments shall be used to:

- (A) Clarify the plans and specifications of a contract.

- (B) Provide for unforeseen work, grade changes, or alterations in plans that could not reasonably have been contemplated or foreseen in the original plans and specifications.
- (C) Change the limits of construction to meet field conditions.
- (D) Provide a safe and functional connection to an existing pavement.
- (E) Settle contract claims (for **Supplemental Agreements** only).
- (F) Make the project functionally operational in accordance with the intent of the original contract.
- (G) Expand the physical limits of a project only to the extent necessary to make the project functionally operational in accordance with the intent of the original contract. The cost of any such additional work extending the physical limits of a project shall not exceed \$100,000.00 or ten (10) percent of the original contract price, whichever is greater.
- (H) Give effect to the negotiated settlement of a dispute.

7.3.5.2 Unilateral Payments will be used to pay the Contractor for work performed on a project when:

- (A) The Contractor agrees to perform the work at an agreed upon cost but refuses to timely execute a **Supplemental Agreement** so as to allow timely payment for the work by the Department or,
- (B) The Department and the Contractor cannot agree on the cost of the work, and the Contractor refuses to execute a **Supplemental Agreement** or,
- (C) The Department determines it is in its best interest to make a **Unilateral Payment** for work the Department directed to be performed in lieu of pursuing a **Supplemental Agreement**.

7.3.6 Initiating Supplemental Agreements and Unilateral Payments

The District Operations staff will ensure that the terms of all **Supplemental Agreements and Unilateral Payments** are in the best interest of the Department and comply with procedures, specifications, and statutory requirements governing construction contract administration.

All **Supplemental Agreements and Unilateral Payments**, including those initiated in response to contract claims, will be supported and documented by an **Engineer's Estimate** and an **Entitlement Analysis** setting forth a detailed itemization of all items of work described therein, associated quantities and respective unit prices, a comparative review of the Contractor's proposed costs, and the basis for the estimate of the cost of the contract change (see **Guidance Document 7-3-A**). Lump sum items shall not be used without detailed itemization stating the quantities and unit prices the lump sum item was based on.

When a **Supplemental Agreement or Unilateral Payment** must be initiated on a project with consultant-prepared plans and contract documents, refer to **Procedure No. 375-020-010, Identifying and Assigning Responsibility for Errors, Omissions, and Contractual Breaches by Professional Engineers**.

7.3.6.1 Significant Changes

All significant changes causing an increase or decrease in the unit cost of a pay item must be documented with a completely executed **Supplemental Agreement or Unilateral Payment**. Note that either of these types of contract changes will require an **Entitlement Analysis** stating the reason for and degree of the Contractor's entitlement (expressed as a percentage) to recover the reasonable quantity of additional compensation and contract time associated with the significant change. These types of contract changes will also require an Engineer's Estimate stating total reasonable quantity of additional compensation and contract time associated with the significant change. Certification of availability of funds must be obtained from the Comptroller's Office prior to directing the Contractor to perform the work when the change results in an increase in the cost of the project.

7.3.6.2 Project Limit Extensions

(A) Resident Level Responsibilities

Section 337.11(8)(b), F. S. states that **Supplemental Agreements** may only be used to expand the physical limits of a project only to the extent necessary to make the project functionally operational in accord with the intent of the original contract. The cost of any such agreement extending the physical limits of a project shall not exceed \$100,000, or ten (10) percent of the original contract amount, whichever is greater.

Authorization from the Director, Office of Construction is required before extending the physical limits of the project, including extending the construction limits on any project in order to make suitable connections to existing pavement on any project.

(B) District Level Responsibilities

The District Construction Engineer's recommendation must be included on all requests for extending construction limits.

(C) Central Office Level Responsibilities

The Director, Office of Construction will review all project limit extension requests to assure they have received the recommendation of the District Construction Engineer and that they comply with **Section 337.11(8)(b), F. S.** On FHWA Oversight Projects, the Director, Office of Construction's recommendation and approval are also required and FHWA concurrence for project limit extensions must be obtained in accord with **CPAM Section 7.3.11.2(1)**.

7.3.6.3 Plan or Specification Changes

(A) Resident Level Responsibilities

All changes to the contract plans or specifications must be documented with a completely executed **Supplemental Agreement, Unilateral Payment, or Work Order**, with prior certification of availability of funds from the Comptroller's Office required.

Prior to initiating a plan or specification change, for Department-prepared plans, notify the Department's Engineer of Record. For consultant-prepared plans, notify the Department's Design Project Manager.

Prior authorization from the Director, Office of Construction shall be obtained before implementing any changes to contract specifications on all contracts (including District let contracts).

When a **Supplemental Agreement or Unilateral Payment** documents plan changes, the plan sheets being revised and the date of revision for each must be listed in the document.

(B) District Level Responsibilities

The District Construction Engineer's recommendation shall be obtained on all requests for contract specification changes. The District Construction Engineer may authorize a no-cost specification change which delays issuing the Notice to Proceed (NTP) or extends the lead time after NTP.

For projects on which the DCE has authorized the above specification change, the DCE also has the authority to revise by no cost specification change the submittal times for the Project Schedule and Quality Control Plan.

(C) Central Office Level Responsibilities

The Director, Office of Construction on FHWA oversight projects shall ensure FHWA concurrence for contract specification changes per **CPAM Sec. 7.3.11.2(A)**.

7.3.6.4 Quantity Overruns

The passage and signing into law of **HB 1681 (2005)** eliminated the requirement of a **Supplemental Agreement** for major quantity differences resulting in the Contractor's work effort exceeding the original contract amount by more than five (5) percent. Therefore, in an effort to manage the potential overrun of quantities on contracts the Department has implemented the following procedure.

(A) Resident Level Responsibilities

Without encumbering any additional funds, contracts with an original contract amount of \$5 million or less, may incur overruns to the current contract amount up to the Allowable Unencumbered Overruns Amounts (AUOA) which is calculated as follows. To find the AUOA, the initial Contingency Pay Item amount is subtracted from the Original Contract amount and the result is multiplied by two and one-half (2.5) percent. Although overruns up to the AUOA may be paid as unencumbered disbursements, management encourages project managers to program and encumber additional funds for any outstanding unencumbered overrun amount prior to the expenditures exceeding the contract amount. Overruns in excess of the AUOA must have additional funds encumbered prior to the authorization of the work that will cause the contract (not pay item or project) to overrun.

Contracts with an original contract amount more than \$5 million are required to have additional funds encumbered to cover overruns to the contract (not pay item or project) on regular work prior to the authorization of the work that will cause the contract (not pay item or project) to overrun. Contingency funds may not be used for overruns.

In the interest of proper construction contract administration, it is essential that dollar amounts of overruns and underruns be tracked in an overrun/underrun log throughout the life of the project.

Construction Project Managers are encouraged to keep this log as a Microsoft Excel spreadsheet file, however, a hard copy will be acceptable. For each overrun or underrun, this log should include the pay item, the quantity, the location, the dollar amount involved and a brief explanation of the reason for the overrun or underrun.

An immediate, comprehensive analysis of the impact on the final contract amount of any substantial overrun or underrun in one or more pay items should also be made as soon as the probability of such a substantial overrun or underrun becomes apparent. Reasons for all overruns or underruns should be documented in the overrun/underrun log mentioned above when those overruns or underruns occur. An accumulation of overruns could result in a net overrun requiring justification and documentation to be included with a funds encumbrance request approved by the Comptroller's Office.

If funds are not approved/encumbered prior to overrunning the current contract amount on contracts greater than \$5 million, or the net overruns exceed the AUOA on contracts for \$5 million or less, then an after the fact memo to the Department's Comptroller from the Turnpike Executive Director or District/Assistant Secretary, as appropriate, will be required. The letter should request authorization for an after-the-fact funds approval detailing the situation, the cause of non-compliance, and the measures put into place to prevent a repeat occurrence of non-compliance.

Note that any price adjustment for a significant change involving an increase in quantity to a Major Item of Work will apply only to that portion of the work in excess of one hundred twenty-five (125) percent of the original contract quantity for that item. In case of a decrease in the original contract quantity below seventy-five (75) percent of the original contract quantity, the price adjustment will apply to the actual amount of work performed. Such adjustments must be documented on a fully executed **Supplemental Agreement**.

(B) District Level Responsibilities

The District Federal Aid Coordinator will request federal funds approval by initiating a federal authorization request through the Federal Aid Management Office in the Office of Work Program. The **Authorization Request** must be in one of the following status states: Reviewed, Certified, Transmitted or Approved in order to encumber the funds through the Contract Funds Management system (CFM). The CFM system will check Financial Management system (FM) daily to see if the authorization has been approved and if so, CFM will change the encumbrance to Status 10 (available for payment). Payments for contract overruns will not be made until the **Authorization Request** is approved by the Federal Highway Administration (FHWA). In order to ensure prompt payment on these projects, the Federal Aid Coordinator must be informed of the expected payout date. Function (work activity) code 240 must be used for monitoring and tracking expenditures related to overruns. Requests for additional funding must be based on an analysis of the project and calculated estimated overruns.

NOTE: When projects are authorized with Federal Funds, the District Federal Aid Coordinator must submit an **Authorization Request** for changes to the project costs. A justification for these changes must be given to the Federal Aid

Coordinator for all adjustments to the initial authorization. The justification does not need to be in detail but should include all major pay items that are overrun, such as asphalt, etc., (not 20 pcs of guardrail, 60 lag bolts, 30 posts). However, an analysis of the contract and an explanation of the work or material required shall be included for anticipated future overruns. In some cases an Oversight project may require more detailed information in order for the **Authorization Request** to be approved by FHWA. Failure to comply with this will prolong the process for obtaining approval from FHWA, and reimbursement for costs could be jeopardized.

7.3.7 Establishing Fair and Equitable Value for Significant Change

(A) Resident Level Responsibilities

Additional work of the type for which a contract unit price is provided shall be paid at such contract unit price unless the additional work constitutes a significant change.

Additional work of the type for which no contract unit price is provided will be paid at negotiated prices or pursuant to **Standard Specification 4-3.2**. After notification has been given by the Construction Project Manager to the Engineer of Record or to the Design Project Manager, the Engineer of Record should be invited to participate in negotiations/determinations of prices for the added work. The Construction Project Manager should not delay the contract administration process with the Contractor waiting on the Engineer of Record to participate.

The Engineer will prepare an **Entitlement Analysis** and an **Engineer's Estimate** including the associated basis for that **Engineer's Estimate**. The Engineer will typically attempt to negotiate with the Contractor, as outlined below, to resolve all outstanding issues, including time adjustments and attempt to reach an agreement on fair and equitable prices for a significant change. If an agreement on a fair and equitable price cannot be reached between the Engineer and the Contractor, the Engineer will determine the amount of a fair and equitable price for the work by the summation of entitlement for all outstanding issues. Entitlement for each outstanding issue is determined by multiplying the **Entitlement Analysis** percentage by the corresponding value calculated for that issue in the **Engineer's Estimate**.

For any contract change involving monetary compensation:

- (1) As soon as a need for additional work is established, the Resident Engineer's staff should prepare an **Entitlement Analysis** and an **Engineer's Estimate** (Refer to **Guidance Document 7-3-A**).
- (2) The Resident Engineer's staff should then begin negotiations for the work. The Resident Engineer's staff shall make an appropriate revision to the **Entitlement Analysis** percentage or the amount of the **Engineer's Estimate** if new information is recognized,

supported, and documented during negotiations (See **Guidance Document 7-3-A** for revision details). **Note:** where the dispute has been considered by a Disputes Review Board (DRB) acting in accord with procedures established under the contract, the recommendations of the DRB should be given consideration in negotiations. However the DRB recommendations are not binding on the Department or the Contractor and should be considered important, but not controlling, factors in negotiating revisions to the **Entitlement Analysis** percentage or the amount of the Engineer's Estimate.

(3) For additional assistance in valuing contract changes, either the Senior Construction Accountant at the Office of Construction or the Construction Services Audit Section at the Office of Inspector General may be contacted in accordance with the District's guidelines on such contacts. The District Construction Engineer shall approve any request for review by Central Office staff. The District Construction Engineer will set the District's guidelines on when such contacts are appropriate.

The assistance of the Senior Construction Accountant at the Office of Construction may be requested by an email request from the DCE to the Director, Office of Construction.

The Inspector General's Construction Services Audit Section can be contacted as follows:

Telephone: (850) 410-5800
Fax: (850) 410-5851
Florida Department of Transportation, Office of the Inspector General
Attn: Manager, Construction Services Audit
605 Suwannee Street, Mail Station 44
Tallahassee, Florida 32399-0450

(4) If the negotiations have not resulted in an agreement and the Department may be liable for delays, the Resident Engineer's staff should then immediately request an encumbrance for the part of the total contract change costs estimated to be due to the Contractor and upon funds being encumbered should then direct the Contractor to perform the work while continuing to negotiate a **Supplemental Agreement** to cover it until the work is completed or negotiations are terminated.

(5) If the work has been completed and Contractor and the Department still cannot agree on the compensation owed to the Contractor, then:

a. Where the Resident Engineer (or higher District management personnel, as determined by the District) agrees that no further upward revision of the **Entitlement Analysis** percentages or the amount of the **Engineer's Estimate** is justified and that avoiding the risks associated with resolving the claim by arbitration or litigation justifies an increase in the amount offered to settle, then the Resident Engineer will attempt to negotiate a settlement at or below that increased amount so justified. If the Contractor accepts the Department's offer, the individual authorizing that decision for the District will attach a signed and dated cover sheet to a package containing the most recently amended

Engineer's Estimate with the associated statement of the basis for the estimate and the most recently amended **Entitlement Analysis**. This cover sheet will be labeled **Statement of Claim Settlement Costs**. The sheet will show only the increase in the amount paid to settle that is justified solely by avoiding the risks associated with resolving the claim by arbitration or litigation. For each claim issue this sheet will also show the total issue cost, entitlement percentage for that issue and the resulting amount paid on that issue. This package and its cover sheet will comprise the minimum required back up documentation for a contract change which includes some costs justified solely by avoiding the risks associated with resolving the claim by arbitration or litigation. Any additional funds required will be encumbered and a **Supplemental Agreement** to settle the issue will then be prepared; or,

b. If the Contractor refuses to accept the maximum amount developed in the previous scenario; the Resident Engineer's staff will prepare a **Unilateral Payment** to pay the Contractor the amount of the justified costs. For contracts subject to the year 2000 Edition of the **Standard Specifications** or any subsequent revision of those specifications, the method to calculate these costs is stated in **Standard Specification 4-3** and the **Engineer's Estimate** and **Entitlement Analysis** must be adjusted accordingly. For these contracts, the methods of calculating any claims settlement costs beyond those developed under **Standard Specification 4-3** are covered in **Standard Specification 5-12**; and, regarding such costs, it should be noted that only delay costs will be considered. For contracts subject to a version of the **Standard Specifications** prior to the 2000 Edition, these costs are the summation, for all issues of the **Engineer's Estimate** for each issue multiplied by the corresponding **Entitlement Analysis** percentage for each issue. The Contractor will then be required to handle any further request for compensation as a claim in accordance with **Specification 5-12.3** and **CPAM Section 7.5**.

7.3.8 Determining and Documenting the Basis for Contract Time Adjustments

(A) Resident Level Responsibilities

When the value of a contract is increased or decreased due to work added, work deleted, or a significant change, a statement of adjustment of contract time shall be included in the negotiations between the Department and the Contractor, and included in the **Supplemental Agreement or Unilateral Payment** documenting work added, work deleted, or a significant change (Refer to the **Guidance Document 7-3-A** regarding additional contract time). Additional time should be commensurate with the estimated effects the changes will have on the controlling items of work shown on the approved work schedule except when the approved work schedule is clearly not representative of actual project performance. When additional time is granted because controlling items of work are delayed, the back up documentation for the contract change shall list the controlling items of work delayed and number of non-overlapping delay days attributable to each.

When a **Unilateral Payment** is executed in lieu of a **Supplemental Agreement**, additional contract time will be determined by the Engineer based on the impact to controlling items of work shown on the approved work schedule except when the approved work schedule is clearly not representative of actual project performance. Any additional contract time due the Contractor for work paid by **Unilateral Payment** will be granted on the **Unilateral Payment** document. The **Unilateral Payment** document will include the reasons for all time extensions.

7.3.9 Obtaining Department Legal Approval

(A) Resident Level Responsibilities

Section 334.185, F. S., requires the Department's legal staff to review and comment on all contracts prior to award, and on all proposed contractual changes, to determine the legal responsibility for construction, material, or design failures, and to advise on ways to minimize responsibility for such failures.

It is also important that close coordination between the construction staff and legal staff be maintained during the **Supplemental Agreement** negotiations process to ensure all applicable legal requirements are fulfilled and to obtain legal advice on matters related to contract disputes.

Each District will obtain legal review for **Supplemental Agreements** to construction contracts and **Unilateral Payments** from its respective District General Counsel prior to forwarding these documents to the Contractor for execution or notice respectively.

A sign-off space has been provided on the **Supplemental Agreement, Form No. 700-010-45** and the **Unilateral Payment, Form No. 700-010-05**, to document Department legal review. A draft copy of **Supplemental Agreement** document shall be reviewed, initialed, and dated by a Department attorney to document legal review prior to forwarding the approved version of the **Supplemental Agreement** to the Contractor for execution. Copies of the initialed draft shall be retained in the SA file as part of the backup documentation. Each **Unilateral Payment** shall be reviewed and signed by a Department attorney. A copy of any contract change document sent to the Contractor for execution shall be maintained in the project files until and unless it is superseded by a copy of the same contract change executed by the Contractor without alteration. Note that in case of a **Supplemental Agreement**, the Contractor will receive a fully executed copy only at the conclusion of the process. Occasionally, a Contractor will amend the terms of a **Supplemental Agreement** on the copies that the Contractor signs. This unilateral alteration of the **Supplemental Agreement** amounts to a counter offer that seeks to change the terms previously offered by the Department. Such changes to a **Supplemental Agreement** may be accepted for the Department by having the Department's representative initial those changes, at which time the amended **Supplemental Agreement** will be binding on the Department.

NOTE: NO SUPPLEMENTAL AGREEMENT ALTERED UNILATERALLY BY THE CONTRACTOR SHALL BE ACCEPTED BY THE DEPARTMENT WITHOUT THE REVIEW AND APPROVAL OF THE DISTRICT GENERAL COUNSEL. WHERE PARAGRAPH 4 OF THE STANDARD SUPPLEMENTAL AGREEMENT HAS BEEN ALTERED, THE REVIEW AND APPROVAL OF THE DIRECTOR, OFFICE OF CONSTRUCTION IS ALSO REQUIRED BEFORE ACCEPTING THE ALTERED SUPPLEMENTAL AGREEMENT.

7.3.10 Requesting Certification of Funds from the Department's Comptroller's Office

(A) District Level Responsibilities

- (1) The District budget/work program staff will review all funds requested, to determine that the work program can support the expenditures prior to transmitting the funds request back to the District Construction Engineer or designee. The Contract Funds Management (CFM) will check the Financial Management system to verify that sufficient remaining work order authorization has been pulled before certifying availability of funds. The District Work Program Office must ensure the authorization has been approved. The authorization must be approved before work begins.
- (2) For a **Supplemental Agreement**, the District Construction Engineer or designee must obtain funds approval through the CFM system prior to obtaining approval of the Secretary or designee on a draft copy of the **Supplemental Agreement** and prior to transmitting the **Supplemental Agreement** to the Contractor or giving the Contractor written notice to proceed with the work. For a **Unilateral Payment** the District Construction Engineer or designee must obtain funds approval through the CFM system prior to obtaining the approval of the Secretary or designee on a draft copy of the **Unilateral Payment** and prior to giving the Contractor notice to proceed with work which will be documented and paid with a **Unilateral Payment**.
- (3) The CFM system is located on the Comptroller's website. To obtain access to the CFM system, the requestor must have completed the training course for the CFM system provided by District/Central Train the Trainer personnel.
- (4) When funds are encumbered for construction contract changes on separate projects within the same contract with different fund categories, these changes must be documented separately for each fund category. The DCEngineer or designee will request funds approval for the project whose number is indicated in the request for certification of availability of funds as designated by the District Operations staff.

(5) Funds certified for **Contingency Supplemental Agreements** and funds made available for work orders by Contingency Pay Items may only be used temporarily for **Unilateral Payments** if the conditions for that use set forth in the **CPAM Section on Contingency Supplemental Agreements** are met. (See **CPAM Section 7.4**).

7.3.11 Obtaining Federal Highway Administration Approval and Participation for Construction Contract Changes on Federal Aid Projects

7.3.11.1 General

Federal Aid participation in all changes to Department Construction Contracts shall be determined as required by **Federal Aid Policy Guide 23, CFR Section 635.120**.

The following project changes shall be Federal Aid Non-Participating:

- (A) Spare parts turned over to the maintaining agency and not incorporated into the construction.
- (B) Material or equipment called for in the plans but not used in the construction.
- (C) Closed drainage systems on structures not justified in the environmental process.
- (D) Fishing Piers.
- (E) Drainage items, including water retention ponds, not supported through the environmental process.
- (F) Premium costs due to design or CEI errors or omissions.
- (G) Sole source items unless specifically approved by the Federal Highway Administration prior to project authorization.
- (H) Construction changes for items that were set up as alternate bid items.
- (I) Repairing items that had not been properly maintained (cleaning pipe, etc.)
- (J) Additional contract time for utility or right of way delays beyond what was identified in the contract documents.
- (K) Costs to attain greater vertical or horizontal bridge clearance than deemed necessary to fulfill the intent of the original project documents.

- (L) Added costs due to arbitrary one foot or less backwater criteria in construction or reconstruction of Interstate Highway Bridges.
- (M) MOT items for Federal Aid Non-participating time extensions.
- (N) Work resulting from insufficient subsoil investigation.
- (O) Claim Settlement Costs paid solely to avoid the risk associated with failing to settle the claim as defined in **CPAM Section 7.5.3**.

7.3.11.2 FHWA Oversight Projects

(A) Resident Level Responsibilities

The Resident Engineer on In-house CEI projects and the Department's Construction Project Manager on Consultant CEI projects shall solicit FHWA approval of and participation in all construction contract changes on all FHWA oversight projects, except as shown in **Section 7.3.11**. Federal-Aid participation shall be documented on the **FHWA Approval - Major and Minor Construction Changes, Form No. 700-010-47**, FHWA refusal to participate in any construction contract change should be followed-up with an additional attempt to obtain Federal Aid participation by supplying all necessary additional information or explanations. The Resident Engineer on In-house CEI projects and the Department's Construction Project Manager on Consultant CEI projects should solicit the reason for any FHWA refusal to participate in any construction contract change. Such reason for non-participation shall be noted in the FHWA Approval - Major and Minor Construction Changes Form or attachment thereto. Should FHWA refuse to supply a reason, such refusal should also be noted in the document or on the attachment as part of the pertinent information included in the complete contract change package.

- (1) **Major Changes** - All major changes in the plans and specifications must be approved in writing by FHWA on the FHWA Approval - Major and Minor Construction Changes Form prior to approval of the changes by the Secretary or designee prior to giving the Contractor written notice to proceed with work. When emergency or unusual conditions exist, FHWA may give tentative prior approval verbally and ratify such approval in writing as soon thereafter as practical.

Major changes include the following:

- Revisions of geometric design (main roadway, ramps, frontage roads, or crossroads) including any project limit extensions. (Note: Project Limit Extension approval requests must be forwarded through the State Construction Office in accord with **CPAM Section 7.3.6.2**)

- Revisions of pavement structural sections.
- Revisions in conflict with standards.
- Revisions, additions, deletions, or relocation of structures.
- Any changes in the plan access control.
- Any changes that alter specifications, special provisions or other contract requirements, including previously approved provisions.
- Any changes in material type or quality.
- The grant of any additional contract time in a **Supplemental Agreement**.
- Any time extensions.
- Any adjustments to the contract made by the engineer because of a significant change when acceptable prices cannot be obtained through negotiations.
- Contract claim settlements.
- **Supplemental Agreements and Unilateral Payments** that total \$50,000.00 or more, or five (5) percent or more of the original total contract amount, whichever is less.
- Substantial overruns or underruns.

FHWA prior written approval for all major changes in the plans and contract provisions shall be documented on the **FHWA Approval - Major and Minor Construction Changes Form**. FHWA may give tentative prior verbal approval for major changes, when justified by emergency or unusual conditions. When this occurs, it shall be documented on the **FHWA Approval - Major and Minor Construction Changes Form**. The document should note who granted the verbal approval, the date granted, and who received the verbal approval before submitting that document for FHWA written approval. That document shall be submitted for FHWA written approval as soon as practical following receipt of verbal approval.

A copy of all pertinent information justifying the request for FHWA approval and participation must be included with the document prepared for FHWA approval. Such information shall include, but not be limited to:

- The reasons for quantity overruns and underruns.
 - The **Entitlement Analysis**, the **Engineer's Estimate** and, where claim settlement costs have been incurred, a Statement of Claim Settlement Cost (see **CPAM Section 7.5.3** for a description of that statement).
 - Documentation of concurrence from the Director, Office of Construction for all changes to contract specifications and all extensions of the contract limits.
 - All related correspondence that may be pertinent to FHWA concerns.
- (2) **Minor Changes** - All minor changes in the plans and specifications shall be approved in writing by FHWA retroactively. All project changes other than major changes shall be classified as minor changes.

FHWA retroactive written approval for all minor changes shall be documented on **Form No. 700-010-47, FHWA Approval - Major and Minor Construction Changes**. FHWA may elect to approve minor changes by having the document sent to them for signature or by signing the document at the time of a routine field visit.

A copy of all pertinent information justifying the request for FHWA approval and participation must be included with the document prepared for FHWA approval. Such information shall include, but not be limited to, the basis for determining the need for the changes, the **Engineer's Estimate**, and the **Entitlement Analysis** documenting the basis for determining fair and equitable prices, the basis for determining changes to contract time, and all related correspondence which may be pertinent to FHWA concerns.

- (3) **Minor Overruns or underruns** - Minor overruns or underruns will not require prior FHWA approval. Such overruns or underruns will be reviewed for approval by FHWA in its review of the project final estimate.

7.3.11.3 District Oversight (Exempt) Projects

(A) Resident Level Responsibilities

Neither FHWA approval nor State Construction Office concurrence in Federal Aid participation is required on Exempt Projects. The District Construction Engineer shall determine the Federal Aid participation in accordance with the guidelines shown in **CPAM Section 7.3.11.1**. The District Construction Engineer can delegate such approval authority, in writing, to a person within the District Construction Office staff, but not to a Resident Engineer, and such delegation shall be maintained on file. Approval shall be documented in writing showing the amount of federal aid

participation for all pay items included in the contract change and must be signed and dated by the District Construction Engineer or delegate and included in the project file for that contract change.

7.3.12 Documenting and Approving the Work; Issuing the Notice to Proceed with the Work

(A) Resident Level Responsibilities

The District Construction Engineer or designee must obtain funds approval through the Contract Funds Management System (CFM) prior to the Secretary or designee approving the work on **Form No. 700-010-45, Supplemental Agreement**, and before giving the Contractor written notice to proceed with the work.

If the Department and the Contractor agree on the need for and cost of the work, the Engineer shall accomplish the following before authorizing the Contractor to proceed with the work:

- (1) Prepare an **Engineer's Estimate, Entitlement Analysis** and a draft copy of the **Supplemental Agreement Form** used for approval of form and language.
- (2) Ensure that the District Construction Engineer or designee has obtained a certification of the availability of the required funds from the CFM System (see **CPAM Section 7.3.10**).
- (3) Obtain the tentative approval of the terms and conditions of the **Supplemental Agreement** by the District Legal Counsel and Secretary or designee.

If the Department and the Contractor cannot agree on the cost and or time allowed for some of the work, then the terms of the **Supplemental Agreement** may be changed by adding an exception to paragraph (4) of the document that reserves the right of the Contractor to dispute only that portion of the costs and or time on which the Department and the Contractor cannot agree. Such modifications shall only be made with the assistance and approval of the District Legal Counsel and the Director, Office of Construction. The District Construction Staff shall obtain the approval of the District Legal Counsel for such modifications before forwarding for the Director, Office of Construction's approval. When such modifications are initiated by the Department, the approval of the District Legal Counsel and the Director, Office of Construction shall be obtained before forwarding the **Supplemental Agreement** to the Contractor for signature. When such modifications are made unilaterally by the Contractor to the signed copy the Contractor returns to the Department, the approval of the District Legal Counsel and the Director, Office of Construction shall be obtained before returning a fully executed copy of the **Supplemental Agreement** to the Contractor.

If the Department and the Contractor cannot agree on the terms of a **Supplemental Agreement**, or the Contractor fails to timely execute **Form No. 700-010-45, Supplemental Agreement**, the Department has unilateral authority to pay the Contractor the sums the Department determines to be due the Contractor for work performed on a project. The Department shall make a **Unilateral Payment** considered fair and equitable by the Department for work ordered and documented by the Department on the **Entitlement Analysis** and **Engineer's Estimate**. Such payment shall be made by executing **Unilateral Payment, Form 700-010-05**, in lieu of the **Supplemental Agreement** document. All other requirements of this section will apply.

If the Department and the Contractor cannot agree on the cost of the work, and the Contractor has stated his refusal to execute any **Supplemental Agreement** for the issue, then a **Supplemental Agreement** need not be prepared. The Engineer will document the Contractor's refusal to execute a **Supplemental Agreement**. A **Unilateral Payment** may be used to resolve the issue. For a **Unilateral Payment**, the District Construction Engineer or designee must obtain funds approval from the CFM System and the Secretary or designee must approve the work prior to giving the Contractor notice to proceed with work that will be documented and paid with a **Unilateral Payment**.

Such unilateral authority for the Department to pay the Contractor does not preclude or limit the rights of the Department or the Contractor to negotiate and agree on the cost of the work. By acceptance of any such **Unilateral Payment**, the Contractor does not waive any rights for payment by the Department for additional sums that the Contractor claims are due for the work.

Notice to proceed with work to be documented with a **Supplemental Agreement or Unilateral Payment** may be issued by the Resident Engineer after sufficient funds have been encumbered and the work has been tentatively approved by the Secretary or designee. A draft copy (clearly stamped "Draft - subject to further review and approval" on all pages) of the **Supplemental Agreement** may be given to the Contractor upon request only after the terms and conditions of the **Supplemental Agreement** have been tentatively approved by the District Legal Counsel and the Secretary or designee.

After issuing the notice to proceed, the Engineer shall ensure timely preparation of the **Supplemental Agreement**, since the Contractor cannot be paid for the work until the **Supplemental Agreement** document has been completely executed.

A **Unilateral Payment** document shall be timely prepared and executed by the Department and presented to the Contractor when required. Payment will be made based on a **Unilateral Payment** document only after completion of the work described therein to the satisfaction of the Engineer.

7.3.13 Forms and Guidance Documents

The following forms are available on the Office of Forms and Procedures Web sites:

Contract Funds Management Access Request, Form No. 350-060-40. This form can be obtained after CFM training has been completed.

Supplemental Agreement, Form No. 700-010-45. Execution of contract changes by both the Contractor and the Secretary or designee.

Unilateral Payment, Form No. 700-010-05. Unilateral execution of contract changes by the Secretary or designee.

FHWA Approval - Major and Minor Construction Changes, Form No. 700-010-47. FHWA approval of construction changes and approval for Federal Aid participation on FHWA Oversight Projects.

The following guidance documents are available at the end of this section:

Guidance Document 7-3-A Documenting the "Engineer's Estimate", the "Basis for Estimate", and the "Entitlement Analysis" for a Contract Change Impacts.

Guidance Document 7-3-B Sample - Transmittal Letter for Unilateral Payment. Unilateral Payment.

Guidance Document 7-3-C, Examples of Premium Cost Determinations.

7.3.14 Executing and Processing Supplemental Agreement and Unilateral Payment Documents

(A) District Level Responsibilities

(1) A **Supplemental Agreement or Unilateral Payment** must not be dated prior to the date of certification of availability of funds by the Comptroller's office.

On contracts using the SiteManager program, **Supplemental Agreements and Unilateral Payments** will incorporate the same numbering system used for the SiteManager program contract modification number. No **Unilateral Payment** shall have the same number as a **Supplemental Agreement** or a **Contingency Supplemental Agreement** to that contract.

(2) Only the Secretary of Transportation can delegate authority for approval and execution of **Supplemental Agreements** and **Unilateral Payments**. That authority is delegated as follows:

- a. For contract changes up to \$150,000, all **Supplemental Agreement and Unilateral Payment documents** shall be approved by the Resident Engineer and shall be executed by the District Construction Engineer ;
- b. For contract changes more than \$150,000 and up to \$500,000, all **Supplemental Agreement and Unilateral Payment** documents shall be approved and executed by the District Construction Engineer; and
- c. For contract changes more than \$500,000.00, all **Supplemental Agreement and Unilateral Payment** documents shall be approved and executed by the Director of Transportation Operations, except as follows, the District Construction Engineer may execute these **Supplemental Agreement and Unilateral Payment** documents after the Director of Transportation Operations has approved a draft copy of that **Supplemental Agreement or Unilateral Payment** showing the language and terms to be used.

Payment will be made on **Unilateral Payment** documents only after the work has been completed to the satisfaction of the Engineer.

Each **Unilateral Payment** will be processed by a separate progress estimate.

In the event that an agreement with the Contractor is concluded after a **Unilateral Payment** has been executed and processed for that work, a standard **Supplemental Agreement** will be executed to document any additional reconciliation required.

Note: The **Unilateral Payment** document will not be rescinded.

- (3) All original **Supplemental Agreement and Unilateral Payment** documents must be manually executed.
 - a. Execution by the Contractor
 - Corporation

Must be executed by the President or Vice President or, if executed by another person, must include a certified copy of that person's authority to bind the Corporation.

The Seal of the Corporation must be affixed.

The above signature must be attested by the Secretary of the Corporation (or an Assistant Secretary).

- Partnership

Must be executed by at least two of the general or senior partners, and each signature must be witnessed by two persons.

Individual Signature must be witnessed by two persons.

- Joint Venture

Must be executed by the attorney-in-fact currently on file with the Department.

b. Execution by the Surety (only required when the cumulative value of all contract changes on this contract will exceed 25% of the original contract amount as a result of this contract change.)

- The Seal of the Surety must be affixed.
- If the attorney-in-fact for the Surety is not a Florida Resident Agent, the document must be counter signed by a Florida Resident Agent.
- The Surety's attorney-in-fact and Florida Resident Agent must attach their **Power of Attorney**, which must be original, or be certified by manual signature, unless an original signature is on file with the Department, or unless evidence is furnished that the Surety has authorized the use of facsimile signatures.
- The **Power of Attorney** must not contain a limit less than the total contract amount including the amount increased by all contract changes. The **Power of Attorney** must be certified as valid as of the date of the **Supplemental Agreement**.

(4) All **Supplemental Agreement** documents are to be processed within sixty (60) days.

- Thirty (30) days are allowed from the day the negotiations with the Contractor are finalized until the **Supplemental Agreement** is mailed to the Contractor for execution.
- Ten (10) days are allowed for the Contractor to receive, execute, and return the **Supplemental Agreement** to the Department.

- Five (5) days are allowed after receipt for the Department to execute the **Supplemental Agreement** and enter document information into the Contract Change Tracking System and CES/TRNS*PORT program.
- Fifteen (15) days are allowed after entry of document information into the CES/TRNS*PORT program and receipt by the Comptroller's Office of a progress estimate showing completed work, for the Comptroller's Office to make payment for that work.

7.3.15 Obtaining an Updated Project Schedule

(A) Resident Level Responsibilities

An updated project schedule should be requested at the time the Contractor executes a **Supplemental Agreement** or the Engineer grants additional contract time by **Unilateral Payment** if the contract has an original contract time of ninety (90) days or more, and the time granted is fifteen (15) days or more. The contract duration, the amount of time granted, the status of work progress, and any special circumstances that may exist will also indicate the appropriateness of requesting an updated schedule. When additional time is granted and an updated schedule is not requested, the basis for that decision must be documented in the project files by the Resident Engineer.

When additional time is granted, back-up documentation for the contract change shall list the controlling items of work delayed and number of non-overlapping delay days attributable to each item.

7.3.16 Distributing Executed Supplemental Agreement and Unilateral Payment Documents

(A) District Level Responsibilities

After final execution, the District Construction staff will distribute copies of the **Supplemental Agreement Form**, or **Unilateral Payment Form** to:

- **Comptroller's Office** - One copy.
- **District Construction Engineer** - One original of each with all attachments including a copy of all plan sheets revised by the **Supplemental Agreement or Unilateral Payment** and, where applicable copies of the **FHWA Approval - Major and Minor Construction Changes Form No. 700-010-47** and the **State Construction Concurrence Form No. 700-010-43**.

- **Contractor** - One original of the **Supplemental Agreement or Unilateral Payment Form** and a copy of all plan sheets revised by the **Supplemental Agreement or Unilateral Payment**.
- **Director, Office of Construction** - (ONLY on projects with an original contract amount exceeding \$10 million.) One copy of each with all attachments including , where applicable copies of the **FHWA Approval - Major and Minor Construction Changes Form No. 700-010-47** and the Director, Office of Construction, **State Construction Concurrence Form No. 700-010-43**. Distribution will be made to the Director, Office of Construction prior to submitting an estimate for payment of the work.
- **Resident Engineer** - One copy of each with all attachments including a copy of all plan sheets revised by the **Supplemental Agreement or Unilateral Payment** and, where applicable, copies of the **FHWA Approval - Major and Minor Construction Changes Form** and the Director, Office of Construction, **State Construction Concurrence Form 700-010-43**.
- **State Materials Office** – One copy of the **Supplemental Agreement or Unilateral Payment** (Only on contracts where the State Materials Office is providing the materials certification).
District Materials Office – One copy of the **Supplemental Agreement or Unilateral Payment** (Only on contracts where the District Materials Office is providing the materials certification).
- **District Director for Production** (at the discretion of the District) - One copy of the **Supplemental Agreement or Unilateral Payment**.
- **Project Manager** - Responsible for managing the Design Consultant on contracts with consultant-prepared contract documents - One copy of the **Supplemental Agreement or Unilateral Payment** document.
- **Surety** - One copy of the Unilateral Payment document. (only required when the cumulative value of all contract changes on this contract will exceed twenty five (25) percent of the original contract amount as a result of this contract change.)

A copy of all pertinent information must be attached to the **Supplemental Agreement or Unilateral Payment** documents distributed to the Director, Office of Construction, the District Construction Engineer and the Resident Engineer. The attachments mentioned in this section including but are not limited to:

- The **Entitlement Analysis**, the **Engineer's Estimate** and, if there are claim settlement costs paid solely to avoid the risk of failing to resolve the disputed issues, the **Statement of Claim Settlement Costs**.
- The reasons for any quantity overruns or underruns.
- Documentation of the Contractor's refusal to execute a **Supplemental Agreement** where this occurs.
- Documentation of concurrence from the Director, Office of Construction for all changes to contract specifications and all extensions of the construction limits.

7.3.17 Contract Change Tracking

(A) District Level Responsibilities

Within thirty (30) calendar days after final execution of the **Supplemental Agreement or Unilateral Payment**, the District Construction staff shall enter the **Supplemental Agreement or Unilateral Payment** information into the **Contract Change Tracking System**. For an explanation of the codes involved, see the information published under "Coding Contract Changes" heading on the State Construction Office website.

7.3.18 Quality Control Process for Contract Changes

(A) District Level Responsibilities

The District Construction Engineer shall develop a process to review a representative sample of all contract changes to ensure such changes were necessary and comply with the construction contract documents. Such process will be documented and kept on file in each District.

Guidance Document 7-3-A

Documenting the "*Engineer's Estimate*," the "*Basis for Estimate*," and the "*Entitlement Analysis*" for a Contract Change

Documenting the *Engineer's Estimate*:

The *Engineer's Estimate* of Contract Change states all the issues, including the total cost and time impact each issue has on the Contractor without regard to whose fault the contract change issue is. Time impacts are only shown when controlling Items of work are delayed. When Controlling items of work are delayed the number of non-overlapping delay days attributable to each controlling item of work delayed must be shown. The minimum elements of an *Engineer's Estimate* must include the Contractor's quote where one is available. Where the unit prices in the Contractor's quote are reasonable, a simple summary of quantities multiplied by unit prices is required. Where the Contractor has already done this it will be acceptable for the Department's Engineer to note on the Contractor's quote, that it has been checked and is reasonable. The Department's Engineer then signs and dates the notation and it will become the *Engineer's Estimate*. Note that the basis of the estimate must still be attached.

The *Engineer's Estimate*, including the attached basis, should be labeled *Engineer's Estimate* and should be signed and dated by the Engineer producing the estimate. The *Engineer's Estimate* may subsequently be amended by adding a cover sheet to the original estimate. The cover sheet must state the new justifiable amount of contract days and/or dollars for one or more of the issues covered in the estimate and the reason for each such change. This amendment should be labeled Amendment to *Engineer's Estimate* and it should be signed and dated by the Department's Engineer producing the amended estimate.

Documenting the Basis for Estimate:

The Basis for Estimate of an *Engineer's Estimate* shows that the methods used to determine if the estimated contract change impacts were reasonable enough so that it was in the Department's best interest to accept them in lieu of pursuing a more equitable settlement by arbitration or litigation.

Methods for determining the *Engineer's Estimate* should be by the following means:

- Review historical bid prices as cost comparison. In as much as possible, review area and/or regional averages.
- Review of recent winning bids on a Department contract with a copy of the bid tabs showing the pay items supporting the unit prices used in the *Engineer's Estimate*.

- Overrun at a unit price included in the original contract.
- Other documents, which support the reasonableness of the applicable resource costs and production rates.
- The documented actual costs of the Contractor.
- Using the resource approach, a detailed estimate of the quantities and unit costs of the manpower, material and equipment resources required.

The estimated cost impacts should be based on the costs of equipment, labor, material and supplies anticipated, as well as, General Liability Insurance and Bond, subcontracted work and mark-ups for each shown in **Standard Specifications, Section 4-3**. Note that the work associated with contract changes is occasionally complete before settlement is reached. When this happens, and the resource approach is used, then the actual resource quantities and delays to critical items of work must be used.

On contract time impacts, the Department's policy is to grant only that contract time anticipated from delays to the critical items of work as shown in the **Engineer's Estimate**. In a contract change negotiation, no contract time beyond that determined by the **Engineer's Estimate** would be granted in order to encourage the Contractor to reach a settlement. In the case of a disagreement with the Contractor on the justifiable amount of time, the Contractor will be instructed to handle the matter as a monetary claim. Where additional information comes to light through this process, the Department may amend the **Engineer's Estimate** of time impacts to reflect the new information.

If this occurs, the **Engineer's Estimate** may be amended as described in the section on **Engineer's Estimate** above.

Documenting the Entitlement Analysis:

In the **Entitlement Analysis**, the preparer should mention each of the contract change issues as follows. For each issue, state the reason for and the percentage amount of the Contractor's full or partial entitlement to the cost and time impacts for that issue shown in the **Engineer's Estimate** with specific references to contract provisions.. The numeric percentage amount stated must be specific, such as 59% or 100%. Do not state a range such as 20% to 40% because this will not establish the exact portion of the cost and time impacts for that issue which the preparer believes the Contractor is entitled to recover. The statement of an entitlement reason may be done with a short explanation or it may be accomplished or clarified by referencing an explanation in previous project correspondence. A copy of any project correspondence so referenced must be attached to and made a part of the **Entitlement Analysis**. Once all the contract change issues have been addressed, this analysis should be labeled as the **Entitlement Analysis** and should be signed and dated by the Engineer producing it.

This **Entitlement Analysis** may subsequently be amended by adding a cover sheet to the original analysis. This cover sheet must state the new percentage of entitlement for one or more of the issues covered in the analysis and the reason for each such change. This amendment should be labeled Amendment to **Entitlement Analysis**, signed and dated by the Engineer producing the amendment. Before beginning negotiations on any contract change issue, the Department should have made an **Entitlement Analysis** of the issues and the Department's negotiators should have full knowledge of the Department's entitlement position on those issues.

Dispute Review Board Recommendations:

Where a Dispute Review Board (DRB) has considered a dispute and has made recommendations, the recommendations should ALWAYS be included in the required documentation for that contract change.

The impact of the DRB's recommendation on Entitlement should be discussed in and made a part of the **Entitlement Analysis** only when the Department's engineer feels the DRB recommendation contains sufficient new information to change his or her previous decision on the degree (percentage amount) of the Contractor's entitlement to recover the total reasonable quantity of additional compensation and contract time associated with the dispute.

The impact of the DRB's recommendation on Entitlement or Quantum should be discussed in and made a part of the Engineer's Estimate only when the Department's Engineer feels the DRB recommendation contain sufficient new information to change his or her previous decision on the total reasonable quantity of additional compensation and contract time associated with the dispute.

Where the Department accepts the DRB's ruling and the quantity of additional compensation and contract time associated with the dispute exceeds the amounts of the most recently updated Engineer's Estimate and **Entitlement Analysis**, then the DRB's recommendation should be used as justification for and made a part of the **Statement of Claim Settlement Costs** (see **CPAM Section 7.5.3**)

Guidance Document 7-3-B
Sample - Transmittal Letter for Unilateral Payment

(Date)

(Contractor's Name)

(Contractor's Address)

Re: Fin. Proj. ID. _____
Contract No. _____
FAP No.: _____
County _____
UNILATERAL PAYMENT AMOUNT \$ _____

Enclosed please find a copy of a **Unilateral Payment** document which has been duly executed by the Department in accordance with **Section 337.11(11), Florida Statutes**.

The Department has determined that you, as Contractor, are entitled to payment for the work described in that **Unilateral Payment** document in the amount set forth in that document.

The funds have been approved for payment and you, as Contractor, should expect to receive payment for the items described in that **Unilateral Payment** document in the near future.

By acceptance of the payment you, as Contractor, do not waive any rights you may have against the Department for payment of any additional sums you claim may be due for the work described in that **Unilateral Payment** document.

Sincerely,

(Engineer)

Guidance Document 7-3-C Premium Costs Determinations

Premium Costs are defined in **CPAM Section 7.3.4** as dollar amounts paid to a Contractor for non-value added work. Delays, inefficiencies, rework, or extra work as shown below other than those caused by the Contractor and/or his subcontractors or suppliers will be considered as non-value added work. Non-value added work can occur in three distinct situations:

1. Work delays or inefficiencies. In this situation, premium costs are the total delay/inefficiency damages paid to the Contractor.
2. Rework. Premium costs are the dollar amount of the original items of work that have to be removed and the costs to remove these items.
3. Extra work. In this situation, premium costs are computed as the net difference between the final agreed prices paid to the Contractor and the **Engineer's Estimate**.

Notes:

- All extra work does not necessarily result in premium costs.
- All extra work that is deemed to be the result of design errors or omissions does not necessarily result in premium costs.
- Contract increases due strictly to overruns of contract pay items are not premium costs.

The following are examples of premium cost determinations.

Work Delay or inefficiency

Example 1:

During construction of a roadway widening project, it was discovered that the planned surcharge would affect an existing buried fiber optic line that was not scheduled to be relocated. The impact to the fiber optic line was that it would not be able to withstand the planned settlements due to the surcharge. The Department delayed the Contractor's work in this area to allow the utility owner to relocate its fiber optic cable. The Contractor was able to mitigate the majority of the delay by working in other areas and on other phases of work. Submitted extra costs for delays and inefficiencies agreed to by the Department for this issue was 100% premium cost.

Example 2:

A Contractor submits a claim for delays and inefficiencies on a project. The Department disputes the claims entitlement but settles the issue to avoid future litigation. Settlement costs are 100% premium cost.

Example 3:

A Contractor submits a claim for delays and inefficiencies on a project. The Department disputes the claims entitlement so the Contractor takes the matter to a DRB. The DRB rules entitlement and quantum for the issue. The Department accepts the ruling and pays the quantum. Quantum for this issue would be 100% premium cost.

Example 4:

A Contractor mobilized to a project to begin test pile driving. It was then discovered that an existing utility cable, that according to the Utility relocation schedule should have been relocated, was still active. The Contractor had to stop all work on this critical path activity in this area until the new line was installed and the old line abandoned. All costs associated with this delay (overhead, idled equipment and labor, any demobilization or remobilization) are premium and in this situation, cost recovery should be pursued from the utility company.

Rework

Example 1:

The Contractor built driveway as identified in plans. The Department directed the Contractor to remove that driveway and place it at a different location due to agreement with local owner. Payment was handled as an overrun to existing pay items. The cost of the original driveway and it's removal is 100% premium cost.

1. **NOTE:** Any time any existing pay item is paid as an overrun to compensate a Contractor for rework, the cost of the original work is now non-value added and must be accounted for as premium cost.

Example 2:

The Department directs the Contractor to remove some installed 30" RCP and replace it with 36" RCP. Since contract did not include pay item for 36" RCP, a **Supplemental Agreement** was required. The cost of removal of 30" RCP, the cost of the installed 30" RCP that was removed, and the cost difference of 36" RCP over what would have been considered a reasonable bid price are 100% premium costs.

Extra Work

Example 1:

A construction project let in 2000 finds in 2004 that an error has been made by the EOR. The Engineer of Record has omitted a turn lane from the construction plans. The Contractor is at the stage in the project where all grading and paving operations except for the Friction Course have been completed. The District decides to proceed with adding that turn lane to the project. The Contractor submits a price to the Department for remobilization of grading equipment, overhead and additional time to perform the work. Additionally, asphalt prices have increased from 2000 bid prices. The Contractor's price is reviewed and accepted by the Department. The premium costs associated with this design error would be:

- Price difference between asphalt quoted in 2000 and 2004.
- Mobilization of grading crews for added turn lane.
- Overhead costs associated with added time to complete turn lane.

Example 2:

A construction project is let in 2000 and in 2004 the Department decides to add a turn lane to the project. The Contractor is at the stage in the project where all grading and paving operations except for Friction Course have been completed. The Contractor submits price to the Department for remobilization of grading equipment, overhead and additional time to perform the work. Additionally, asphalt prices have increased from 2000 bid prices. In this case, since the work is new work added in 2004, the costs at 2004 pricing does not constitute premium costs. The overhead and remobilization costs would be considered premium costs.

Contingency Supplemental Agreement Process

FUNDS ARE TO BE ENCUMBERED PRIOR TO AUTHORIZING WORK TO BEGIN.

The DOT/CEI Project Administrator (PA) or Project Manager (PM) will prepare the CSA package and submit it to the District Operations Contracts Office electronically. This package should include the documents listed below and should be submitted by email to the District Contracts Office at: D5-Contract Changes@dot.state.fl.us:

- The completed CSA form # 700-010-79.
 - If original contract amount is \$5 million or less, CSA shall not exceed 5% of original contract amount or \$50,000, whichever is less. (CPAM 7.4.6.1)
 - If original contract amount is more than \$5 million, CSA shall not exceed 1% of original contract amount or \$150,000, whichever is less. (CPAM 7.4.6.1)
- Attach the Spreadsheet for the Initial/ Contingency SA money that has previously been authorized. (example), (blank form)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONTINGENCY SUPPLEMENTAL AGREEMENT

700-010-79
CONSTRUCTION
03/04

Page 1 of _____

Supplemental Agreement No. _____

Road No(s). _____

Federal Aid Project No(s). _____

Fin. Proj. ID _____

This agreement entered into this ____ day of _____, _____, such an agreement to be effective on the last date of execution by a party hereto, by and between the State of Florida Department of Transportation, "Department", and _____ "Contractor", and _____ "Surety", the same being supplementary to Contract _____ by and between the parties aforesaid, dated _____, for the construction or improvement of the road(s) and bridge(s) assigned the project number(s) shown above, in _____ Count(y)(ies) Florida.

- (1) The purpose of this Supplemental Agreement is to set forth a procedure and expedite payment for any unforeseen additional work which is necessary to complete the work and make the project functionally operational in accordance with the intent of the original contract.
Unforeseen additional work shall not include overruns of existing contract items of work at established contract unit prices.
- (2) The cost of unforeseen work approved by the Engineer will be a negotiated amount, or in lieu of negotiation, reimbursement shall be made based on material invoices and labor payrolls including mark-ups as shown in subarticle 4-3.2 of the Specifications.
- (3) It is further agreed that this supplemental agreement shall not alter or change in any manner the force and effect of the original Contract No. _____, including and previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement.
- (4) The Department and the Contractor agree that the cost agreed to and documented on the work order constitutes a full and complete settlement of the issues set forth in that work order. The Contractor accepts the terms of this Supplemental Agreement as related to cost determinations as full compensation for all costs of equipment, manpower, materials, overhead, profit and delay damages and for all their costs.
- (5) The execution of this Supplemental Agreement shall not constitute authorization to proceed with any work. No work shall be performed pursuant to this Supplemental Agreement until such time as a valid and fully executed work order is issued authorizing work within the scope of F.S.337.11(8) and the covenants and restrictions of this Supplemental Agreement. No work outside that scope of that statute may be authorized.
- (6) Time will not be accrued or granted via this Supplemental Agreement. A work order or time extension letter will document any impact of unforeseen additional work on controlling items of work shown on the Contractor's approved work progress schedule.

Net Change in Contract this Agreement: Increase \$ _____
Unforeseen additional work will be paid under Item No. 9999-(_____) (Lump Sum)

Approved By: _____

Executed By: _____(SEAL)
Contractor

BY Name _____
Title _____
Date _____

BY Name _____
Title _____
Date _____

Executed By: _____

ATTEST _____
Secretary Date

Secretary or Designee
BY Name _____
Title _____
Date _____

_____(SEAL)
Surety

BY _____
Date

Attorney, Department of Transportation, Legal Review
BY Name _____
Date _____

Countersigned _____
Florida Licensed Insurance Agent Date

Section 7.4

CONTINGENCY SUPPLEMENTAL AGREEMENTS AND WORK ORDERS

7.4.1 Purpose

To establish a uniform procedure for initiating and execution of ***Contingency Supplemental Agreements and Work Orders***.

7.4.2 Authority

Section 334.048, Florida Statutes (F.S.)

Section 334.185 F.S.

Section 337.11(1) F.S.

Section 337.11(8) F.S.

Section 339.135(6)(a), F.S.

7.4.3 Reference

Construction Project Administration Manual
Chapter 7, Section 3 - Supplemental Agreements and Unilateral Payments

Subarticle 4-3.4 of the Standard Specifications (2007)

Procedure No. 375-020-010-c, Identifying and Assigning Responsibility for Errors, Omissions, and Contractual Breaches by Professional Engineers

7.4.4 Definitions

Refer to *CPAM Chapter 7.3, Supplemental Agreements and Unilateral Payments*.

7.4.5 Identifying the Need for a Contingency Supplemental Agreement or Work Order

(A) Resident Level Responsibilities

The Project Administrator shall initiate a request for a ***Contingency Supplemental Agreement, Form No. 700-010-79*** in the event that the Project Administrator anticipates additional work and the amount of such work exceeds the amount not committed against the ***Contingency Pay-Item***.

A ***Work Order*** may be used to document additional work or contract changes in accordance with ***CPAM Section 7.3.5.1*** with the following restrictions:

- ***Work Orders*** shall not be written to include normal overruns of existing contract items for work at established contract unit prices shown in the contract documents.
- ***Work Orders*** shall not be used to settle claims.
- ***Work Orders*** may be used to document the Department's reimbursement to the Contractor for the Contractor's fee payments made to the individual board members of a Regional Disputes Review Board (RDRB) for those board members participation in RDRB meetings held to resolve disputes related to the contract.
- ***Work Orders*** may be used, along with the appropriate approvals from the Director, Office of Construction, and the FHWA as documentation to effect a specification change or extend the physical limits of a project (***see CPAM Section 7.4.9.5***).

The terms of the ***Work Order*** shall provide for full and complete settlement of all issues described therein.

7.4.6 Funding

Work Orders may be funded through an **Initial Contingency Amount Pay Item (999-25 or 2999-25)**; or a **Contingency Supplemental Agreement**. THESE FUNDS SHALL NOT BE USED FOR REGULAR **SUPPLEMENTAL AGREEMENTS Form No. 700-010-45 OR UNILATERAL PAYMENTS Form No. 700-0101-050** except as shown in **CPAM Section 7.4.6.2**. Function (work activity) codes established by the Office of Comptroller for monitoring Department expenditures require these costs be identified separately.

7.4.6.1 Maximum Funding Limits

(A) District Level Responsibilities

The following limits have been established for all **Contingency Supplemental Agreements and Initial Contingency Amount Pay Items**.

- (1) If the original contract amount is \$5,000,000 or less, the amount authorized shall not exceed five percent (5%) of the Original Contract Amount or \$50,000, whichever is less.
- (2) If the Original Contract Amount is more than \$5,000,000, the amount shall not exceed one percent (1%) of the Original Contract Amount or \$150,000, whichever is less.
- (3) Use of **Initial Contingency Pay Items** or **Contingency Supplemental Agreements Form No. 700-010-79** is not allowed on Fast Response Contracts.

In the event that multiple projects are included in the contract, the above-mentioned limits would apply to the contract as a whole: therefore, the pro-rated amount of the funds encumbered to the individual projects on the contract under a **Contingency Supplemental Agreement or Initial Contingency Amount Pay Item** will not exceed the limits set forth above with the following exception. The District Secretary may request an exception to these limits for a specific **Contingency Supplemental Agreement** as stated in **CPAM Section 7.4.8.2**.

In the event that a contract has a Locally Funded Agreement, contingency fund amounts from those entities are not subject to the thresholds set above and are

allowed on the contract.

- (4) Before a **Contingency Supplemental Agreement Form No. 700-010-79** can be issued against the contract, 50% of the **Initial Contingency Pay Items** must be authorized for payment. Include with the request for **Contingency Supplemental Agreement** an **Initial Contingency Pay Item** funds commitment summary.
- (5) The **Contingency Supplemental Agreement** must adhere to the same dollar limitations as set forth above in numbers one (1) and two (2).
- (6) Before a second or subsequent **Contingency Supplemental Agreement** can be issued against the project, 50% of the previous **Contingency Supplemental Agreement** for that project must be authorized for payment. Included with each request for additional **Contingency Supplemental Agreement**, a funds commitment summary showing that the minimum 50% funds authorization against the previous **Contingency Supplemental Agreement** has been made. As an exception; in the event that a contract has local funds involved, and the local funding entity has placed the money on deposit with the Department, then the previous **Contingency Supplemental Agreement** must be in a status 10 however the 50% committed work orders on previous **Contingency Supplemental Agreements** rule will not apply to **Contingency Supplemental Agreements** funded solely by those local funds.

7.4.6.2 Funds Used for Expediting Unilateral Payments

In order to make timely payment to the Contractor via a **Unilateral Payment, Form No. 700-010-05** in accordance with **CPAM Chapter 7.3**, the District may *temporarily borrow* funds, which have been already encumbered for a **Contingency Supplemental Agreement** on the same project, and have not yet been used to fund a **Work Order**. The following process will be applied:

- (1) The District Construction Engineer (DCE) or designee must obtain funds approval through the Contract Funds Management (CFM) System for the required amount of funds for the Unilateral Payment.
- (2) The **Contingency Supplemental Agreement** to be used must be in an executed status.

- (3) The DCE or designee will reduce the Florida Account Information Resource (FLAIR) "6"s line by the requested amount and re-encumber on a new FLAIR "6"s line with a Function Code/ Work Activity of 230 to indicate a **Unilateral Payment** through the Contract Funds Management (CFM) system.
- (4) The FLAIR contract amendment file will be updated to indicate the change. The funds for the **Unilateral Payment** will be placed in a pending status (03).
- (5) The DCE or designee's encumbrance request will be approved by the CFM system when the encumbrance is processed through FLAIR and then the **Unilateral Payment** can be executed.

The funds for the **Unilateral Payment** will remain in a pending status (03) (unable to pay) until an executed copy of the **Unilateral Payment** executed document is received by the Office of Comptroller's (OOC) Disbursement Operations Office and the funds "borrowed" are re-encumbered against the original **Contingency Supplemental Agreement**. This re-encumbering of the "borrowed" funds is to be done through the standard encumbrance request process.

NOTE: The request to re-encumber the "borrowed" funds must explain that the funds being encumbered are to replace contingency funds that were used for an expedited **Unilateral Payment**. This information is to be in the brief description field and must reference the specific **Contingency Supplemental Agreement** number.

7.4.7 Initial Contingency Amount Pay Item

(A) District Level Responsibilities

An **Initial Contingency Amount Pay Item** has been established for funding additional work. An **Initial Contingency Amount Pay Item** is an alternate method of obtaining funds for performing additional work, as opposed to obtaining certification of availability of funds and executing a **Contingency Supplemental Agreement**.

To avoid obtaining certification of availability of funds and preparing and executing the initial **Contingency Supplemental Agreement**, and to provide a means to perform additional work as soon as the first day of a project, the Department has created a **Initial Contingency Amount Pay Item** that can be included in a contract prior to bid. The funds encumbered for this pay item will be available for **Work Orders** just as **Work Orders** are

used on a **Contingency Supplemental Agreement**, but without the delay caused by obtaining certification of availability of funds and preparing and executing a **Contingency Supplemental Agreement**. When the funds made available by the **Initial Contingency Amount Pay Item** are expended, additional funds must be certified as available by the Office of Comptroller, and a **Contingency Supplemental Agreement Form No. 700-010-79** must be prepared and executed to provide additional contingency funds. An **Initial Contingency Amount Pay Item** quantity cannot overrun.

The "Initial Contingency Amount" pay items that have been set up are 999-25 for English unit projects and 2999-25 for Metric unit projects. The Initial Contingency Pay Item amount will be based on the Department's estimate for the construction contract subject to the limitations in **Section 7.4.6.1**.

Initial Contingency Amount Pay Items should be shown as Federal-Aid participating in the Contract Estimating System (CES). These pay items are to be used solely for **Work Orders** during project construction. The designer must not associate any pay item notes or work items identified in the plans with these pay items.

Since the default value will be \$0.01, the District CES Coordinator must override in each instance in accordance with the limits established in **Section 7.4.6.1**. These pay items should be initiated at the same time that the contract duration is provided.

7.4.8 Contingency Supplemental Agreement

7.4.8.1 General

A **Contingency Supplemental Agreement, Form No. 700-010-79** form authorizing commitment of funds for an amount not to exceed the limits defined above shall be executed for the encumbered funds designated for additional work after the encumbrance has been certified by the Office of Comptroller. Only the Secretary of Transportation can delegate authority for approval and execution of **Contingency Supplemental Agreements** for the Department. The Secretary delegates the authority for approval of **Contingency Supplemental Agreements** to the Resident Engineer and the authority for execution of **Contingency Supplemental Agreements** to the District Construction Engineer. A **Contingency Supplemental Agreement** shall not be executed until the DCE or designee has obtained funds approval for that **Contingency Supplemental Agreement** through the CFM system. **Work Orders** shall not be executed against the **Contingency Supplemental Agreement** until the **Contingency Supplemental Agreement**

authorizing commitment of the funds has been executed.

In order to ensure that funds are readily available for additional work, a **Contingency Supplemental Agreement** for an additional amount not to exceed the limits defined in **Section 7.4.6** may be executed prior to executing **Work Orders** that deplete all funds committed by a previous **Contingency Supplemental Agreement** or **Contingency Pay Item** for that project. See **Contract Funds Management Funds Approval, Procedure No. 350-020-200** for restrictions.

All terms specified on the **Contingency Supplemental Agreement Form** shall apply; no additional terms or disclaimers concerning costs of additional work shall be accepted. The terms of the **Contingency Supplemental Agreement** shall not be modified. IF AN AGREEMENT FOR PERFORMANCE OF ADDITIONAL WORK OR A CONTRACT CHANGE CANNOT BE OBTAINED BETWEEN THE DEPARTMENT AND THE CONTRACTOR WITHIN THE TERMS OF THE **CONTINGENCY SUPPLEMENTAL AGREEMENT**, THE **STANDARD SUPPLEMENTAL AGREEMENT, FORM NO. 700-010-45**, OR THE **UNILATERAL PAYMENT FORM NO. 700-010-05**, SHALL BE EXECUTED (*Refer to Chapter 7.3*).

7.4.8.2 Certification of Availability of Funds for a Contingency Supplemental Agreement

(A) District Level Responsibilities

Certification of availability of funds is required before executing a **Contingency Supplemental Agreement, Form No. 700-010-79**. Certification of availability of funds not to exceed the limits defined in **Section 7.4.6.1**, except as shown in this subsection, may be requested by the DCE or designee through the CFM system. Funds shall be encumbered using the project number for which the funds will be used. Funds may be encumbered separately and or concurrently for more than one project included in the contract. Where funds are encumbered on multiple projects within one contract, the limits stated in **CPAM Section 7.4.6.1** apply to the contract as a whole; so that the pro-rated amount of funds encumbered to the individual projects on the contract under a **Contingency Supplemental Agreement** will not exceed the limits set forth in **CPAM Section 7.4.6.1**. Funds encumbered for one project number cannot be used on a different project number included in the same contract.

THE DISTRICT SECRETARY MAY REQUEST AN EXCEPTION TO THE ABOVE LIMITS BY PROVIDING THE COMPTROLLER WITH THE REASON(S) FOR THE EXCEPTION. THE COMPTROLLER HAS TO APPROVE SUCH EXCEPTION PRIOR TO CERTIFICATION OF AVAILABILITY OF FUNDS. THE DISTRICT SECRETARY MAY DELEGATE AUTHORITY TO REQUEST AN EXCEPTION TO THE DISTRICT DIRECTOR OF OPERATIONS.

The certification of availability of additional funds not to exceed the limits defined in **CPAM Section 7.4.6.1** may be requested for not more than one additional **Contingency Supplemental Agreement Form No. 700-010-79** prior to the complete depletion of all previous encumbrances for **Contingency Supplemental Agreements** on that contract by executed **Work Orders**.

Unused **Contingency Supplemental Agreement** funds and **Contingency Pay Item** funds should be unencumbered after the Department has issued Offer of Final Payment to the Contractor.

For contracts using the SiteManager record keeping system: Submit a statement by e-mail to the Disbursement Operations Office, Contract Payment Section, with the following certification: "I certify that the contract is in final acceptance status; that the funds are not needed for the Regional Disputes Review Board and that the uncommitted contingency amount is \$ _____."

For contracts not using the SiteManager record keeping system: Submit requests to unencumber **Contingency Supplemental Agreement** funds and **Contingency Pay Item** funds to the Disbursement Operations Office, Contract Payment Section, Mail Station 42. Requests shall include a copy of the final acceptance letter and a log sheet showing 1) The amount of **Contingency Pay Item** funds in the original contract, 2) The amount of each executed **Contingency Supplemental Agreement**, 3) The amount of each executed **Work Order**, 4) The amount of uncommitted contingency funds remaining on each **Contingency Supplemental Agreement**, and any **Contingency Pay Item**.

7.4.8.3 Numbers, Dates, Codes

(A) District Level Responsibilities

The first **Contingency Supplemental Agreement** Item Number on a contract shall

be **Item No. 9999-021**; the second **Contingency Supplemental Agreement** Item Number on the contract shall be **Item No. 9999-022**; etc.

No two (2) **Contingency Supplemental Agreements Form No. 700-010-79** to any construction contract shall be dated with the same date. No **Contingency Supplemental Agreement** shall be dated with the same date as a **Standard Supplemental Agreement or Unilateral Payment** to the contract. On contracts using the CRS mainframe program, **Contingency Supplemental Agreements, Standard Supplemental Agreements, and Unilateral Payments** will incorporate the same numbering system used for CRS data entry. On contracts using the SiteManager program, **Contingency Supplemental Agreements, Standard Supplemental Agreements and Unilateral Payments** will incorporate the same numbering system used for the SiteManager program contract modification number.

No **Contingency Supplemental Agreement** can have the same number as a **Standard Supplemental Agreement or Unilateral Payment** to that contract. A **Contingency Supplemental Agreement** must not be dated prior to the date of certification of availability of funds by the Office of Comptroller.

Contract Reporting System (CRS) constraints require coding the **Contingency Supplemental Agreement** as Federal-Aid participating to allow proper allocation of costs in the event that any of the additional work documented in a **Work Order** is eligible for Federal-Aid participation.

All executed **Contingency Supplemental Agreements** shall be entered into the **Contract Change Tracking System** and either the CRS-program or the CES/TRNS*PORT program per the requirements of the Department's **Supplemental Agreements Form No. 700-010-45 and Unilateral Payments** procedure (**Section 7.3**). **Supplemental Agreement Description Code No. 850** shall identify all **Contingency Supplemental Agreements**.

7.4.8.4 Contract Time

No additional contract time shall accrue or be granted on a **Contingency Supplemental Agreement**.

7.4.8.5 Document Distribution

(A) District Level Responsibilities

When a **Contingency Supplemental Agreement, Form No. 700-010-79** has been executed authorizing funds for additional work, the executed document shall be immediately distributed as follows:

- (1) **Disbursement Operations Office** – One (1) copy.
- (2) **DCE** - One (1) original.
- (3) **Contractor** – One (1) original.
- (4) **Resident Engineer** – One (1) copy.

7.4.9 Work Orders

7.4.9.1 General

A **Work Order** for additional work shall be completely executed prior to allowing the Contractor to begin that additional work. A **Work Order** shall not be executed before the **Contingency Supplemental Agreement**, which that **Work Order** is a part of, has been executed.

(A) Resident Level Responsibilities

Authority for execution of **Work Orders** is delegated to the Project Administrator.

When additional work or a contract change is identified, a **Work Order** shall be executed to document a complete DESCRIPTION of the additional work to be performed and the REASON why this work is necessary with references to the contract for entitlement.

The **Work Order** shall designate whether or not the work described results from a Design Error or Omission.

The Project Administrator shall comply with the requirements of **Procedure No. 375-020-010-c, Identifying and Assigning Responsibility for Errors, Omissions, and Contractual Breaches by Professional Engineers**, when a **Work Order** indicates the work described is the result of a Design Error or Omission.

7.4.9.2 Numbers, Dates, and Codes

(A) Resident Level Responsibilities

The first **Work Order** authorizing additional work to be performed, or a contract change, against an executed **Contingency Supplemental Agreement, Form No. 700-010-79** or a **Contingency Pay Item** respectively shall be **Work Order No. 01**; the second **Work Order** authorizing additional work to be performed, or a contract change, against the same executed **Contingency Supplemental Agreement** or **Contingency Pay Item** shall be **Work Order No. 02**; etc. This numbering sequence shall be repeated with each **Contingency Supplemental Agreement** or **Contingency Pay Item**.

A **Work Order** must not be dated prior to the date of the **Contingency Supplemental Agreement** authorizing commitment of the funds.

All **Work Orders** shall be entered into the **Supplemental Agreement Tracking System** with description codes. For an explanation of the codes involved, see the information published under "Coding Contract Changes" heading on the State Construction Office website.

7.4.9.3 Documentation & Costs

(A) Resident Level Responsibilities

- (a) **Work Order** documents and their attachments shall address the following in sufficient detail to adequately explain the additional work to anyone not familiar with details of the project.
 - (1) What work was done?
 - (2) Why the work was necessary?

- (3) Is the Contractor due any entitlement? Cite references to the contract for entitlement.
 - (4) Why the costs and time extensions were considered reasonable?
- (b) All costs for additional work shall be:
- (1) Negotiated and documented on the **Work Order** and attachments thereto, including the basis for all negotiated costs, or;
 - (2) Based on material invoice costs and labor payroll costs including mark-ups shown in **Sub-Article 4-3.2 of the Specifications**. Work Sheets itemizing the costs will be attached. No disclaimers or clauses allowing the Contractor to reserve its rights to request other costs shall be accepted. If an agreement on costs cannot be obtained as shown above, the additional work will be administered in accordance with **Section 7.3**.
 - (3) For **Work Orders** issued against the **Contingency Pay Item**, markups by the Contractor for contract bond is not allowed as this bond amount has been included as part of the bid submitted. A Bond markup as allowed by the Standard Specifications is allowable for work paid from funds drawn against any **Contingency Supplemental Agreement, Form No. 700-010-79**.
- (c) The **Work Order** shall identify any Premium Cost associated with additional work. Premium Cost is defined as additional cost, which would not have been incurred if the work described therein had been included in the original contract (**See Section 7.3.4**). When Premium Cost is identified, reasons justifying FHWA participation shall be attached.

The total cost documented in any **Work Order** shall not exceed the limits defined above. More than one **Work Order** can document additional work associated with any incident.

When the work associated with one incident is to be performed in phases, a separate **Work Order** may be executed to document the description, reason, and costs of each phase of the work, respectively.

When the work associated with one incident, or one phase of the work associated with one incident, is to be paid from funds committed in part by more than one **Contingency Supplemental Agreement**, or by a **Contingency Pay Item** and a **Contingency Supplemental Agreement**, a separate **Work Order** shall be executed to identify the **Contingency Pay Item** and each **Contingency Supplemental Agreement, Form No. 700-010-79** committing each part of the funds, respectively. Each **Work Order** shall contain the same total work description, reason, and total negotiated cost for the work described, and the part of the total cost to be funded by the **Contingency Pay Item** or **Contingency Supplemental Agreement** identified in the respective **Work Order** respectively.

Work Orders shall be executed authorizing work committing ALL remaining funds available from a **Contingency Pay Item** or an executed **Contingency Supplemental Agreement** prior to executing a **Work Order** committing funds from any successive **Contingency Supplemental Agreement** for that project.

THE TOTAL COST OF ALL ADDITIONAL WORK ASSOCIATED WITH ANY INCIDENT SHALL NOT EXCEED THE LIMITS DEFINED IN **SECTION 7.4.6** regardless of the **Contingency Pay Item** or the number of **Contingency Supplemental Agreements** which authorize commitment of funds for the work or the number of **Work Orders** executed to authorize the work associated with that incident. The **Work Order** shall contain the same project number as the **Contingency Supplemental Agreement** authorizing commitment of the funds if funds are provided by a **Contingency Supplemental Agreement**.

Adjustments may be necessary when the Department and the Contractor agree to pay for the cost of the work associated with a **Work Order** based on agreed upon unit prices and estimated quantities and must then execute a lump sum **Work Order** before the work is performed. When this occurs, the agreed upon unit prices and estimated quantities should be stated in the description of work in the **Work Order**.

When the net cost for the actual quantities of additional work exceeds the estimated amount shown in the **Work Order**, another **Work Order** may be drawn up and executed to pay for that portion of the actual quantities exceeding the estimated amounts. The description of work in this adjustment **Work Order** should reference the original **Work Order** and should state the additional quantities and agreed on unit prices upon which it is based.

When the net cost for the actual quantities of additional work are less than the estimated amount shown in the **Work Order**, another **Work Order** should be executed in a negative amount to reduce the Contractor's final pay for that portion of the actual quantities under running the estimated amounts. The description of work in this adjustment **Work Order** should reference the original **Work Order** and should state the reduction in the original quantities and unit prices agreed on, upon which it is based.

Note: When making payments on estimates, do not pay an aggregate percentage of the pay item for the **Work Order** resulting in a partial payment amount greater than is justified by the work completed. In this way, the **Work Order** for a negative amount and the balance of the original **Work Order** can be paid on the same estimate. This will avoid any adverse impact to the Contractor's cash flow from the **Work Order** for a negative amount.

7.4.9.4 Contract Time

(A) Resident Level Responsibilities

Additional contract time required for performing additional work or a contract change may be granted on a **Work Order**. Time extensions will be determined based upon the effect of the additional work on controlling items of work shown in the Contractor's approved work progress schedule. The **Work Order** shall document the reasons for all time extensions. Signature authority for time extensions necessary for performance of additional work is outlined in **Section 7.2**.

7.4.9.5 Director, Office of Construction Authorizations

(A) Resident Level Responsibilities

Prior authorization from the Director, Office of Construction shall be obtained before implementing any extension of physical limits of the project or any changes to contract specifications on all contracts (including District let contracts).

FHWA concurrence for project limit extensions or contract specification changes will be obtained by the Project Administrator on in-house CEI projects and by the Department's Construction Project Manager on Consultant CEI projects for FHWA oversight projects.

(A) District Level Responsibilities

The DCE shall recommend all requests for extending project limits or contract specification changes. The DCE may also authorize a no cost specification change which delays issuing the Notice to Proceed and the beginning of contract time. These recommendations and authorizations shall be done in writing and a signed dated copy shall be attached to the contract change and placed in the contract Supplemental Agreement (SA) file. Where the recommendation or authorization is transmitted by e-mail, a copy of that e-mail originating from the DCE will be an acceptable substitute for the signed dated copy. A copy of the notification letter to the contractor regarding the project limit or specification changes will also be placed with the contract change in the contract SA file.

7.4.9.6 FHWA Approval

(A) District Level Responsibilities

Section 7.3.12, Obtaining Federal Highway Administration Approval and Participation for Construction Contract Changes on Federal-Aid Projects, list the contract changes that are Federal-Aid non-participating.

FHWA written approval for additional work or contract changes shall be obtained retroactively and documented on the ***Work Order***. FHWA may elect to approve additional work by having the ***Work Order*** sent to them for signature or by signing the ***Work Order*** at the time of a routine field visit.

The FHWA determines the participation on Federal Oversight projects; the DCE shall determine the Federal-Aid participation on Exempt Projects. The DCE can delegate such approval authority to a person within District Construction office staff, but not to a Resident Engineer, and such delegation shall be maintained in the file.

Written documentation of the District Construction Engineer's Federal-Aid participation decision on Exempt Projects signed and dated by that District Construction Engineer, shall be included in the ***Work Order*** back up documentation file.

7.4.9.7 Accounting

(A) Resident Level Responsibilities

Requests for payment of work authorized by an executed **Contingency Pay Item or Contingency Supplemental Agreement, Form No. 700-010-79**, shall be made separately for each **Work Order**, respectively, and in accordance with the Federal Participation/Non-Participation schedule for that **Work Order**. Any **Work Order** may be partially Federal participating. Two **Work Orders** need not be executed to separate Federal participating and Non-Federal participating work. If only a portion of the work authorized by a specific **Work Order** was completed during the payment period, then the quantity will be shown as a percentage of the lump sum.

Each successive **Work Order** authorized by a **Contingency Pay Item or Contingency Supplemental Agreement** will require that additional adjustment or adjustments be added to the pay estimate.

The total of the unit prices of the added items shall not exceed the limits defined above.

Comments shall be added to the estimate on each adjustment to reflect the **Work Order** number or other pertinent information as deemed necessary.

For contracts using the SiteManager CES/TRNS*PORT programs contact your District SiteManager Coordinator and / or refer to the **SiteManager User Handbook** regarding the pay item adjustment issues discussed in the previous four paragraphs. The **SiteManager User Handbook** and contact information for District SiteManager Coordinators is available on the State Construction Office website under the heading SiteManager at the following URL. <http://www.dot.state.fl.us/construction/trnsport/trnsport.htm>

7.4.9.8 Contract Change Tracking Systems

(A) District Level Responsibilities

Within thirty (30) calendar days after final execution of the **Work Order** document, the DCE or the DCE's designated member of the District Construction Staff shall decide upon the final contract change coding and have the **Work Order** information entered into the Contract Change Tracking System. For an explanation of the codes

involved, see the information published under "Coding Contract Changes" heading on the State Construction Office website.

7.4.9.9 Document Distribution

(A) Resident Level Responsibilities

- (A) When **Work Orders** have been executed committing all funds authorized by a **Contingency Pay Item** or **Contingency Supplemental Agreement, Form No. 700-010-79** or at project completion, whichever occurs first, the **Work Orders** with attachments as designated below shall be immediately distributed as follows:
- (1) **Disbursement Operations Office** – one (1) copy when requested
 - (2) **DCE**- One original of the **Work Orders** with a copy of all attachments
 - (3) **Contractor** – *One (1) copy of the **Work Orders** only.*
 - (4) **Director, Office of Construction** - (ONLY projects with an original contract amount exceeding \$10 million.) One (1) copy of the **Work Orders** with a copy of all attachments. Distribution will be made to the Director, Office of Construction, prior to submitting an estimate for payment of the work.
 - (5) **Resident Engineer** - One (1) copy of the **Work Orders** with a copy of all attachments.
 - (6) **District Director for Production** (at the discretion of the District) - One (1) copy of the **Work Orders**.
 - (7) **Project Manager** responsible for managing the Design Consultant on contracts with Consultant prepared contract documents - One (1) copy of the **Work Orders**.
 - (8) **State Materials Office** – One (1) copy of the **Work Orders**.
- (B) Attachments indicated below shall be distributed with the **Work Order**.

- (1) Documentation forming the basis for all costs.
- (2) Copies of all letters granting time extensions, documentation forming the basis for all time extensions, including a statement of the critical work items delayed showing the non-overlapping delay days attributable to each critical item of work delayed.

7.4.10 Quality Control Process for Contract Changes

(A) District Level Responsibilities

The DCE shall develop a process to review a representative sample of all contract changes to ensure such changes were necessary and comply with the construction contract documents. Such process will be documented and kept on file in each district for review by the State Construction Office.

Unilateral Payments

If a Unilateral Payment is necessary, the DOT/CEI Project Administrator (PA) or Project Manager (PM) will prepare a Unilateral SA Package that includes the documents listed below.

FUNDS ARE TO BE ENCUMBERED PRIOR TO AUTHORIZING WORK TO BEGIN.

The DOT/CEI Project Administrator (PA) or Project Manager (PM) will prepare the SA package and submit it to the District Operations Contracts Office electronically. This package should include the documents listed below and should be submitted by email to the District Contracts Office at: D5-Contract.Changes@dot.state.fl.us:

1. A copy of the RE/DCE approval e-mail
2. The completed SA Worksheet
3. The completed SA form # 700-010-45
<http://ombnet.dot.state.fl.us/forms/informs/w70001045.doc>
4. Engineer's Estimate (Refer to CPAM Chapter 7.3.7 and Guidance Document 7-3-A)
5. Entitlement Analysis (Refer to CPAM Chapter 7.3.7 and Guidance Document 7-3-A)
6. Time Analysis if adding days to the SA.(Refer to CPAM 7.5.2)
7. If DCE approval is required follow the D5 Time Extension Guideline.
8. FHWA Approval (DOT Form 700-010-47) (Required on Federal FAO jobs only) (If CEI then send completed form to FDOT PM to forward to FHWA Area Engineer. When signed, send form with complete SA Package).
9. Spreadsheet reflecting pay item changes, if applicable.
10. Appropriate backup documentation (Blue Book rates, invoices, statewide/district-wide averages, labor rates, etc.)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UNILATERAL PAYMENT
(Pursuant to Section 337.11(11), Florida Statutes)

700-010-05
CONSTRUCTION
03/04

Page 1 of _____
No. _____

PROJECT DESCRIPTION:

Fin. Proj. ID: _____ Federal Aid Project No.: _____ Road No.: _____

Contract No.: _____ County: _____ Date of Contract: _____

The above shall be referred to as the "Contract".

PAYMENT INFORMATION:

(1) On or about the _____ day of _____, _____, the Florida Department of Transportation "Department" determined that _____ "Contractor" is due additional sums of money for work performed under the Contract and on the project described above, and the Department has elected to make payment to the Contractor pursuant to Section 337.11(11), Florida Statutes as set forth and itemized below:

<u>DESCRIPTION OF EACH ITEM OF WORK</u>	<u>AMOUNT</u>

Revised Plan Sheet Nos.: _____

Granted Time (Due to delays to controlling items of work shown on approved work schedule: _____ days

Reason(s) for Granted Time: _____

- (2) The quantities to be paid shall be necessary to complete the Contract. The quantities so determined shall be paid at the unit prices stated above and on the attached sheet(s).
- (3) This unilateral payment does not alter or change in any manner the force and effect of the original Contract Documents, including the previous amendments thereto, except insofar as the same is altered and amended by this document.
- (4) By acceptance of this unilateral payment the Contractor does not waive any rights the Contractor may have against the Department for payment of any additional sums the Contractor claims are due for the described work.
- (5) All sums paid by the Department hereunder shall be credited against the sums that may be due the Contractor for the itemized work described above in the amounts set forth above. The Contractor shall apply the payment made hereunder to the items described above and in the amount shown above.

Approved By:

BY Name _____
Title _____
Date _____

Amount of this Payment: \$ _____

Date of Funds Approval: _____

Executed By:

Secretary or Designee
BY Name _____
Title _____
Date _____

Copies:
Surety
Contractor

Attorney, Department of Transportation, Legal Review
BY Name _____
Date _____

Date

Contractor
Address
City, State zip
E-Mail

RE: Notice to Proceed - Supplemental Agreement No.
Financial Project No.:
Federal Project No.:
Contract No.:
County:
Project Description:

Dear Sir.Madam:

Our office has been advised that the funds for SA **XX** have been encumbered and the Supplemental Agreement will be processed. This Supplemental Agreement includes; _____ . This letter is to notify you that the work accounted for under Supplemental Agreement **XX** can proceed. However, please be aware that your company will not be able to receive compensation for the work under this agreement until it is fully executed between your company and the Department.

If you have any question in regards to this agreement, give me a call at (XXX) XXX-XXXX.

Sincerely,

Project Administrator
Local Construction/Operations Office

Documentation

- Need to ensure we have accurate & complete supporting documentation to support fair and equitable value for work performed.
- Entitlement Analysis
- Engineer's Estimate
 - Calculating labor & Burden Rates (Spec 4-3.2.1)
- Basis For Estimate
- Spreadsheet for Pay Item Changes

Entitlement Analysis

Financial No.:
Contract No.:
EOR:
Design PM:

Date Prepared:
CEI Consultant:
SPE / RE Signature: _____
Mail Station:

Description of Change:

Entitlement Analysis:

Reason Code:

Time Extension Analysis:

Premium Cost Analysis:

Premium Cost Amount:

(If Avoidability code is "1", issue must be entered in Resolution Tracking System)

Resolution Tracking System Issue Identification Number:

**ENGINEER'S ESTIMATE FOR
INCREASE, DECREASE OR ALTERATION IN THE WORK (Spec. 4-3.2)**

FIN#: _____ Contract #: _____ Fed Proj. #: _____
 Point of Contact (Name/Phone #): _____
 Email Address: _____
 Estimate Prepared By: _____
 Company: _____

 Signature Date

CONTRACTOR	0		
a) LABOR and BURDEN		\$	-
b) MATERIALS AND SUPPLIES		\$	-
c) EQUIPMENT		\$	-
d) INDIRECT COST, EXPENSES, AND PROFIT			#DIV/0!

			#DIV/0!
SUB-CONTRACTOR	0		
a) LABOR and BURDEN		\$	-
b) MATERIALS AND SUPPLIES		\$	-
c) EQUIPMENT		\$	-
d) INDIRECT COST, EXPENSES, AND PROFIT		\$	-
		\$	-----
		\$	-
SUB-CONTRACTOR	0		
a) LABOR and BURDEN		\$	-
b) MATERIALS AND SUPPLIES		\$	-
c) EQUIPMENT		\$	-
d) INDIRECT COST, EXPENSES, AND PROFIT		\$	-
		\$	-----
		\$	-
SUB-CONTRACTOR	0		
a) LABOR and BURDEN		\$	-
b) MATERIALS AND SUPPLIES		\$	-
c) EQUIPMENT		\$	-
d) INDIRECT COST, EXPENSES, AND PROFIT		\$	-
		\$	-----
		\$	-
SUB-CONTRACTOR	0		
a) LABOR and BURDEN		\$	-
b) MATERIALS AND SUPPLIES		\$	-
c) EQUIPMENT		\$	-
d) INDIRECT COST, EXPENSES, AND PROFIT		\$	-
		\$	-----
		\$	-

TOTAL COST OF INCREASE, DECREASE OR ALTERATION IN THE WORK **#DIV/0!**

SECTION 4 SCOPE OF THE WORK

4-1 Intent of Contract.

The intent of the Contract is to provide for the construction and completion in every detail of the work described in the Contract. Furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the Contract Documents.

4-2 Work not covered by Standard Specifications.

Proposed construction and any contractual requirements not covered by these Standard Specifications may be covered by Contract plan notes or by Supplemental Specifications or Special Provisions for the Contract, and all requirements of such Supplemental Specifications or Special Provisions shall be considered as a part of these Specifications.

4-3 Alteration of Plans or of Character of Work.

4-3.1 General: The Engineer reserves the right to make, at any time prior to or during the progress of the work, such increases or decreases in quantities, whether a significant change or not, and such alterations in the details of construction, whether a substantial change or not, including but not limited to alterations in the grade or alignment of the road or structure or both, as may be found necessary or desirable by the Engineer. Such increases, decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any liability arising out of this Contract or the Surety bond. The Contractor agrees to perform the work, as altered, the same as if it had been a part of the original Contract.

The term "significant change" applies only when:

(A) The Engineer determines that the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction, or

(B) A major item of work, as defined in 1-3, is increased in excess of 125% or decreased below 75% of the original Contract quantity. The Department will apply any price adjustment for an increase in quantity only to that portion in excess of 125% of the original Contract item quantity, or in case of a decrease below 75% to the actual amount of work performed, such allowance to be determined in accordance with 4-3.2, below.

In the instance of (A) above, the determination by the Engineer shall be conclusive and shall not subject to challenge by the Contractor in any forum, except upon the Contractor establishing by clear and convincing proof that the determination by the Engineer was without any reasonable and good-faith basis.

4-3.2 Increase, Decrease or Alteration in the Work: The Engineer reserves the right to make alterations in the character of the work which involve a substantial change in the nature of the design or in the type of construction or which materially increases or decreases the cost or time of performance. Such alteration shall not constitute a breach of Contract, shall not invalidate the Contract or release the Surety.

Notwithstanding that the Contractor shall have no formal right whatsoever to any extra compensation or time extension deemed due by the Contractor for any cause unless and until the Contractor follows the procedures set forth in 5-12.2 for preservation, presentation and resolution of the claim, the Contractor may at any time, after having otherwise timely provided a

notice of intent to claim or preliminary time extension request pursuant to 5-12.2 and 8-7.3.2, submit to the Department a request for equitable adjustment of compensation or time or other dispute resolution proposal. The Contractor shall in any request for equitable adjustment of compensation, time, or other dispute resolution proposal certify under oath and in writing, in accordance with the formalities required by Florida law, that the request is made in good faith, that any supportive data provided are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the request accurately reflects what the Contractor in good faith believes to be the Department's responsibility. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor. Any such certified statements of entitlement and costs shall be subject to the audit provisions set forth in 5-12.14. While the submittal or review of a duly certified request for equitable adjustment shall neither create, modify, nor activate any legal rights or obligations as to the Contractor or the Department, the Department will review the content of any duly certified request for equitable adjustment or other dispute resolution proposal, with any further action or inaction by the Department thereafter being in its sole discretion. Any request for equitable adjustment that fails to fully comply with the certification requirements will not be reviewed by the Department.

The monetary compensation provided for below constitutes full and complete payment for such additional work and the Contractor shall have no right to any additional monetary compensation for any direct or indirect costs or profit for any such additional work beyond that expressly provided below. The Contractor shall be entitled to a time extension only to the extent that the performance of any portion of the additional work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. All time related costs for actual performance of such additional work are included in the compensation already provided below and any time extension entitlement hereunder will be without additional monetary compensation. The Contractor shall have no right to any monetary compensation or damages whatsoever for any direct or indirect delay to a controlling work item arising out of or in any way related to the circumstances leading up to or resulting from additional work (but not relating to the actual performance of the additional work, which is paid for as otherwise provided herein), except only as provided for under 5-12.6.2.1.

4-3.2.1 Allowable Costs for Extra Work: The Engineer may direct in writing that extra work be done and, at the Engineer's sole discretion, the Contractor will be paid pursuant to an agreed Supplemental Agreement or in the following manner:

(a) Labor and Burden: The Contractor will receive payment for actual costs of direct labor and burden for the additional or unforeseen work. Labor includes foremen actually engaged in the work; and will not include project supervisory personnel nor necessary on-site clerical staff, except when the additional or unforeseen work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. Compensation for project supervisory personnel, but in no case higher than a Project Manager's position, shall only be for the pro-rata time such supervisory personnel spent on the contract. In no case shall an officer or director of the Company, nor those persons who own more than 1% of the Company, be considered as project supervisory personnel, direct labor or foremen hereunder.

Payment for burden shall be limited solely to the following:

Table 4-3.2.1

Item	Rate
FICA	Rate established by Law
FUTA/SUTA	Rate established by Law
Medical Insurance	Actual
Holidays, Sick & Vacation benefits	Actual
Retirement benefits	Actual
Workers Compensation	Rates based on the National Council on Compensation Insurance basic rate tables adjusted by Contractor's actual experience modification factor in effect at the time of the additional work or unforeseen work.
Per Diem	Actual but not to exceed State of Florida's rate
Insurance*	Actual

*Compensation for Insurance is limited solely to General Liability Coverage and does not include any other insurance coverage (such as, but not limited to, Umbrella Coverage, Automobile Insurance, etc.).

At the Pre-construction conference, certify to the Engineer the following:

- (1) A listing of on-site clerical staff, supervisory personnel and their pro-rated time assigned to the contract,
- (2) Actual Rate for items listed in Table 4-3.2.1,
- (3) Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan, and,
- (4) Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested.

Such certification must be made by an officer or director of the Contractor with authority to bind the Contractor. Timely certification is a condition precedent to any right of the Contractor to recover compensations for such costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such costs. Any subsequent changes shall be certified to the Engineer as part of the cost proposal or seven calendar days in advance of performing such extra work.

(b) Materials and Supplies: For materials accepted by the Engineer and used on the project, the Contractor will receive the actual cost of such materials incorporated into the work, including Contractor paid transportation charges (exclusive of equipment as hereinafter set forth). For supplies reasonably needed for performing the work, the Contractor will receive the actual cost of such supplies.

(c) Equipment: For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment," whichever is applicable, as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at the time of bid), using all instructions and adjustments

contained therein and as modified below. On all projects, the Engineer will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the Blue Book.

Allowable Equipment Rates will be established as set out below:

(1) Allowable Hourly Equipment Rate = Monthly Rate/176
x Adjustment Factors x 100%.

(2) Allowable Hourly Operating Cost = Hourly Operating
Cost x 100%.

(3) Allowable Rate Per Hour = Allowable Hourly
Equipment Rate + Allowable Hourly Operating Cost.

(4) Standby Rate = Allowable Hourly Equipment
Rate x 50%.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the Engineer to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

The Department will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, the Department will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

(d) Indirect Costs, Expenses, and Profit: Compensation for all indirect costs, expenses, and profit of the Contractor, including but not limited to overhead of any kind, whether jobsite, field office, division office, regional office, home office, or otherwise, is expressly limited to the greater of either (1) or (2) below:

(1) Solely a mark-up of 17.5% on the payments in (a) through (c), above.

(i) Bond: The Contractor will receive compensation for any premium for acquiring a bond for such additional or unforeseen work; provided, however, that such payment for additional bond will only be paid upon presentment to the Department of clear and convincing proof that the Contractor has actually provided and paid for separate bond premiums for such additional or unforeseen work in such amount.

(ii) The Contractor will be allowed a markup of 10% on the first \$50,000 and a markup of 5% on any amount over \$50,000 on any subcontract directly related to the additional or unforeseen work. Any such subcontractor mark-up will be allowed only by the prime Contractor and a first tier subcontractor, and the Contractor must elect the markup for any eligible first tier subcontractor to do so.

(2) Solely the formula set forth below and only as applied solely as to such number of calendar days of entitlement that are in excess of ten cumulative calendar days as defined below.

$$D = \frac{A \times C}{B}$$

Where A = Original Contract Amount
B = Original Contract Time
C = 8%
D = Average Overhead Per Day

Cumulative Calendar Days is defined as the cumulative total number of calendar days granted for time extension due to delay of a controlling work item caused solely by the Department is, or the cumulative total number of calendar days for which entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined in favor of the Contractor to be.

Further, in the event there are concurrent delays to one or more controlling work items, one or more being caused by the Department and one or more being caused by the Contractor, the Contractor shall be entitled to a time extension for each day that a controlling work item is delayed by the Department but shall have no right to nor receive any monetary compensation for any indirect costs for any days of concurrent delay. No compensation, whatsoever, will be paid to the Contractor for any jobsite overhead and other indirect impacts when the total number of calendar days granted for time extension due to delay of a controlling work item caused solely by the Department is, or the total number of calendar days for which entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined in favor of the Contractor to be, equal to or less than ten calendar days and the Contractor also fully assumes all monetary risk of any and all partial or single calendar day delay periods, due to delay of a controlling work item caused solely by the Department, that when cumulatively totaled together are equal to or less than ten calendar days and regardless of whether monetary compensation is otherwise provided for hereunder for one or more calendar days of time extension entitlement for each calendar day exceeding ten calendar days. All calculations under this provision shall exclude weather days, and days granted for performing additional work.

4-3.2.2 Subcontracted Work: For work performed by a subcontractor, compensation for the additional or unforeseen work shall be solely limited to as provided for in 4-3.2.1 (a), (b), (c) and (d)(1), with the exception of, in the instance of subcontractor performed work only, the subcontractor may receive compensation for any premium for acquiring a bond for the additional or unforeseen work; provided, however, that such payment for additional subcontractor bond will only be paid upon presentment to the Department of clear and convincing proof that the subcontractor has actually provided and paid for separate bond premiums for such additional or unforeseen work in such amount.

The Contractor shall require the subcontractor to provide a certification, in accordance with 4-3.2.1(a), as part of the cost proposal and provide such to the Engineer. Such certification must be made by an officer or director of the subcontractor with authority to bind the subcontractor. Timely certification is a condition precedent to any right of the Contractor to recover compensation for such subcontractor costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such subcontractor costs.

Guidance Document 7-3-A

Documenting the "*Engineer's Estimate*," the "*Basis for Estimate*," and the "*Entitlement Analysis*" for a Contract Change

Documenting the *Engineer's Estimate*:

The *Engineer's Estimate* of Contract Change states all the issues, including the total cost and time impact each issue has on the Contractor without regard to whose fault the contract change issue is. Time impacts are only shown when controlling Items of work are delayed. When Controlling items of work are delayed the number of non-overlapping delay days attributable to each controlling item of work delayed must be shown. The minimum elements of an *Engineer's Estimate* must include the Contractor's quote where one is available. Where the unit prices in the Contractor's quote are reasonable, a simple summary of quantities multiplied by unit prices is required. Where the Contractor has already done this it will be acceptable for the Department's Engineer to note on the Contractor's quote, that it has been checked and is reasonable. The Department's Engineer then signs and dates the notation and it will become the *Engineer's Estimate*. Note that the basis of the estimate must still be attached.

The *Engineer's Estimate*, including the attached basis, should be labeled *Engineer's Estimate* and should be signed and dated by the Engineer producing the estimate. The *Engineer's Estimate* may subsequently be amended by adding a cover sheet to the original estimate. The cover sheet must state the new justifiable amount of contract days and/or dollars for one or more of the issues covered in the estimate and the reason for each such change. This amendment should be labeled Amendment to *Engineer's Estimate* and it should be signed and dated by the Department's Engineer producing the amended estimate.

Documenting the Basis for Estimate:

The Basis for Estimate of an *Engineer's Estimate* shows that the methods used to determine if the estimated contract change impacts were reasonable enough so that it was in the Department's best interest to accept them in lieu of pursuing a more equitable settlement by arbitration or litigation.

Methods for determining the *Engineer's Estimate* should be by the following means:

- Review historical bid prices as cost comparison. In as much as possible, review area and/or regional averages.
- Review of recent winning bids on a Department contract with a copy of the bid tabs showing the pay items supporting the unit prices used in the *Engineer's Estimate*.

- Overrun at a unit price included in the original contract.
- Other documents, which support the reasonableness of the applicable resource costs and production rates.
- The documented actual costs of the Contractor.
- Using the resource approach, a detailed estimate of the quantities and unit costs of the manpower, material and equipment resources required.

The estimated cost impacts should be based on the costs of equipment, labor, material and supplies anticipated, as well as, General Liability Insurance and Bond, subcontracted work and mark-ups for each shown in **Standard Specifications, Section 4-3**. Note that the work associated with contract changes is occasionally complete before settlement is reached. When this happens, and the resource approach is used, then the actual resource quantities and delays to critical items of work must be used.

On contract time impacts, the Department's policy is to grant only that contract time anticipated from delays to the critical items of work as shown in the **Engineer's Estimate**. In a contract change negotiation, no contract time beyond that determined by the **Engineer's Estimate** would be granted in order to encourage the Contractor to reach a settlement. In the case of a disagreement with the Contractor on the justifiable amount of time, the Contractor will be instructed to handle the matter as a monetary claim. Where additional information comes to light through this process, the Department may amend the **Engineer's Estimate** of time impacts to reflect the new information.

If this occurs, the **Engineer's Estimate** may be amended as described in the section on **Engineer's Estimate** above.

Documenting the Entitlement Analysis:

In the **Entitlement Analysis**, the preparer should mention each of the contract change issues as follows. For each issue, state the reason for and the percentage amount of the Contractor's full or partial entitlement to the cost and time impacts for that issue shown in the **Engineer's Estimate** with specific references to contract provisions.. The numeric percentage amount stated must be specific, such as 59% or 100%. Do not state a range such as 20% to 40% because this will not establish the exact portion of the cost and time impacts for that issue which the preparer believes the Contractor is entitled to recover. The statement of an entitlement reason may be done with a short explanation or it may be accomplished or clarified by referencing an explanation in previous project correspondence. A copy of any project correspondence so referenced must be attached to and made a part of the **Entitlement Analysis**. Once all the contract change issues have been addressed, this analysis should be labeled as the **Entitlement Analysis** and should be signed and dated by the Engineer producing it.

This **Entitlement Analysis** may subsequently be amended by adding a cover sheet to the original analysis. This cover sheet must state the new percentage of entitlement for one or more of the issues covered in the analysis and the reason for each such change. This amendment should be labeled Amendment to **Entitlement Analysis**, signed and dated by the Engineer producing the amendment. Before beginning negotiations on any contract change issue, the Department should have made an **Entitlement Analysis** of the issues and the Department's negotiators should have full knowledge of the Department's entitlement position on those issues.

Dispute Review Board Recommendations:

Where a Dispute Review Board (DRB) has considered a dispute and has made recommendations, the recommendations should ALWAYS be included in the required documentation for that contract change.

The impact of the DRB's recommendation on Entitlement should be discussed in and made a part of the **Entitlement Analysis** only when the Department's engineer feels the DRB recommendation contains sufficient new information to change his or her previous decision on the degree (percentage amount) of the Contractor's entitlement to recover the total reasonable quantity of additional compensation and contract time associated with the dispute.

The impact of the DRB's recommendation on Entitlement or Quantum should be discussed in and made a part of the Engineer's Estimate only when the Department's Engineer feels the DRB recommendation contain sufficient new information to change his or her previous decision on the total reasonable quantity of additional compensation and contract time associated with the dispute.

Where the Department accepts the DRB's ruling and the quantity of additional compensation and contract time associated with the dispute exceeds the amounts of the most recently updated Engineer's Estimate and **Entitlement Analysis**, then the DRB's recommendation should be used as justification for and made a part of the **Statement of Claim Settlement Costs** (see **CPAM Section 7.5.3**)

SPREADSHEET FOR PAY ITEM CHANGES

FIN:	407154 1 52 01	County:	Flagler
Contract:	T5020	FAP No.:	N/A
Description:	Resurfacing A1A		

INCREASE										
PAY ITEM NUMBER	PAY ITEM DESCRIPTION	PLAN QTY	REVISED QTY	UNIT MEASURE	UNIT PRICE	AMOUNT OF CHANGE	QTY CHANGE	NEW CONTRACT AMOUNT		
						\$0.00	0	\$0.00		\$0.00
						\$0.00	0	\$0.00		\$0.00
						\$0.00	0	\$0.00		\$0.00
						\$0.00	0	\$0.00		\$0.00
						\$0.00	0	\$0.00		\$0.00

DECREASE										
PAY ITEM NUMBER	PAY ITEM DESCRIPTION	PLAN QTY	REVISED QTY	UNIT MEASURE	UNIT PRICE	AMOUNT OF CHANGE	QTY CHANGE	NEW CONTRACT AMOUNT		
						\$0.00	0	\$0.00		\$0.00
						\$0.00	0	\$0.00		\$0.00
						\$0.00	0	\$0.00		\$0.00
						\$0.00	0	\$0.00		\$0.00
						\$0.00	0	\$0.00		\$0.00

TOTAL INCREASED:	\$0.00
TOTAL DECREASED:	\$0.00

TOTAL AMOUNT OF SA	\$0.00
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Work Orders

- District Process
- Field Process

DISTRICT 5 CONSTRUCTION PROCEDURE

January 2008

TOPIC: Processing Work Orders in the District Office

REF: CPAM, Section 7.4.9

Work Orders will be originated and processed by the District Contracts Office for Spec Changes (that Modify, Add./Delete Spec), Lead Time changes, and Extending Project Limits.

DOT/CEI PA or PM will prepare a draft Work Order (Form # 700-010-80) and provide an Entitlement Analysis. Have the SPE/RE or ME initial the draft WO and sign the Entitlement Analysis and email to the District Contracts Office.

Specification Change no money and no time

- Modify specification requires SCO concurrence
- Add/ Delete specification does not require SCO concurrence
- Blanket Specifications (Those which have an email or memo as backup from SCO) – do not come through DOCO

Change in Lead Time

Email request along with backup to D5-contract_changes@dot.state.fl.us. The WO will be originated and processed by DOCO.

Extend Project Limits

Email the justification to Frank O'Dea Frank.Odea@dot.state.fl.us and copy D5-contract_changes@dot.state.fl.us.

If DCE concurs, the request will be forwarded to SCO for concurrence by DOCO. The WO will be originated and processed by DOCO. Refer to CPAM Chapter 7.4.9.5.

- If FAO Project then FHWA approval is required. Email the WO to the Area Engineer. If you need to reach Area Engineer by phone, the number is **(850) 942-9650 ext 3031**. (If CEI then send completed form to FDOT PM to forward to the FHWA Area Engineer for signature.)
- Once approved by FHWA or requested for approval, submit the complete WO Package that includes the documents listed below to the appropriate person listed on Page 1 of these Procedures.
 - Actual WO Form (Form # 700-010-80)
 - FHWA Approval (on WO/WO form) (FAO PROJECTS ONLY)
 - Appropriate backup documentation

DISTRICT 5 CONSTRUCTION PROCEDURE

January 2008

TOPIC: Processing Work Orders in the Field

REF: CPAM, Section 7.4.9

NOTE: In District 5, all Work Orders involving unforeseen work will be processed by Field Personnel.

RESIDENT OFFICE RESPONSIBILITIES

When additional work is needed, then a WO shall be executed to document a complete description of the additional work to be performed and the reason why this work is necessary with references to the Contract for entitlement.

All contract changes written against the Initial Contingency and all subsequent Contingencies will be issued on Work Orders.

Work Orders involving:

- Specification changes (except Blanket DCE memos)
- Change in lead time
- Extending project limits

Are generated from the District Office. Please follow the "Project Administrator Tasks" in the **Work Order (WO)** of the Supplemental Agreement Operating Procedures.

Specification Changes **involving** Blanket DCE memos are generated by the field, but numbered along with WO's generated by DOCO. Contact Donnie Grinstead or Jerry Harville for the sequence number.

WO documents and their required attachments shall address the following in sufficient detail to adequately explain the additional work to anyone not familiar with details of the project:

- Entitlement Analysis (describe what work was done and why the work was necessary) <http://d5web.d5.dot.state.fl.us/operations/01/DCO%20Reference%20Guide/Supplemental%20Agreements/Entitlement%20Analysis%20-%20Blank%20Form.xls>
- Engineer's Cost Estimate
- Review Contractor's Submittal, which includes all backup, cost estimates and compare with field records, blue book rates and state wide averages.
- Time Extension Analysis (if applicable) and supporting backup documentation with DCE E-mail approval (See D5 Construction Time Request).
- Basis for negotiated costs (if applicable) If an agreement on costs cannot be obtained, the additional work will be administered in accordance with **CPAM Section 7.3 Unilateral Payments**

The WO'S shall identify any Premium Costs associated with the additional work. Premium Cost is identified as additional cost, which would not have been incurred if the work described therein

DISTRICT 5 CONSTRUCTION PROCEDURE

January 2008

had been included in the original contract (See **Section 7.3.4**). When Premium Cost is identified, reasons justifying FHWA participation shall be attached.

IF Federal Highway Administration Approval and Participation is needed, and if a CEI project, then send the form to FDOT PM to forward to the FHWA Area Engineer for signature.

If Federal Aid Participation is determined to be eligible on exempt projects, then written documentation of the DCE's decision signed and dated by the DCE shall be included as part of the backup documentation.

When the WO'S is executed, attach the buckslip with correct coding, scan and email according to the D5 Distribution List.

DISTRICT OFFICE RESPONSIBILITIES

If Work Order is received for a Blanket Specification:

- Print out the WO package sent by the PA.
- Log into PAP, number in sequence along with WO's generated by DOCO.
- File in Contract Change File.

After the WO's are fully executed, District Construction Staff will provide a copy of the WO's to the DCE. The DCE will (on monthly Resident Office visits) review 25% of the completed documents (with a representative number of WO's from all active PA's and SPE's working in that residency). This review will evaluate what items are being paid for, as well as the level of backup documentation. The RE will review at their next scheduled Staff Meeting the findings of these DCE reviews, and include documentation of this review in the Staff Meeting minutes.

Requesting Overrun Funds

- Process
- Spreadsheet

INSTRUCTIONS FOR REQUESTING OVERRUN FUNDS D5 Construction (DOCO)

(NOTE: THIS PAGE IS FOR INFORMATIONAL PURPOSES ONLY.
DO NOT SUBMIT WITH OVERRUN SPREADSHEET)

With the signing of HB 1681 in 2005, Supplemental Agreements are no longer required to document contract overruns in excess of 105%.

District Five's policy is to encumber all contract overruns prior to payout. Therefore, management encourages each Project Administrator (PA) to monitor their project spending throughout the life of the project. Prior to any expenditure exceeding the contract/project amount, the PA must request additional funding from the District Operations Contract Office (DOCO).

Requests for overrun funds must be based on an analysis of the remaining project work and the difference of the calculated estimated overruns and underruns by the PA. (Review CPAM 7.3.6.4 Quantity Overruns)

To calculate, take the Original Contract Amount (OCA) less Initial Contingency Funds and any additional Contingency Supplemental Agreements. This will be the new OCA that you will use to calculate overruns and underruns.

- Contracts with an original contract amount (OCA) of \$5 million or less may incur an overrun to the total contract amount up to 2.5% of the OCA.
- Contracts with an original contract amount (OCA) over \$5 million with overruns in excess of 2.5% of the OCA must have additional funds encumbered prior to the authorization of the work that will cause the contract (not pay item or project) to overrun.

At 75% payment of the OCA you will need to monitor your monthly payments **IF** your project has incurred overruns. You can use this spreadsheet throughout the length of the project to track quantities for payment. Included in this spreadsheet will be a cell for percentage of pay item complete, next to each specific pay item. This will show an estimated amount of which pay items will overrun and which pay items will underrun. If at that time you find that you are going to overrun before your project is complete, then you will need to request additional funds from DOCO (D5-contract_changes@dot.state.fl.us) by using the Spreadsheet for Overrun/Underrun Funds. This spreadsheet is NOT meant to track quantities throughout the project. It is only meant to request the funds from DOCO. You will need to separate the FAP and NFAP funds on this spreadsheet. **There is a separate worksheet tab for each.**

Failure to meet this requirement will require an explanation from the PA/RE (or CEI PA/SPE if consultant project) to the DCE. The DCE will prepare an 'OOPS' letter for the District Secretary's signature which is sent to DOT's Comptroller.

- For federally funded projects refer to CPAM 7.3.11 for changes that are Non-Federal Aid Participating. **All Non-Federal Aid Participating (NFAP) overruns should be reflected as NFAP on the appropriate worksheet and separated by each individual FIN.**

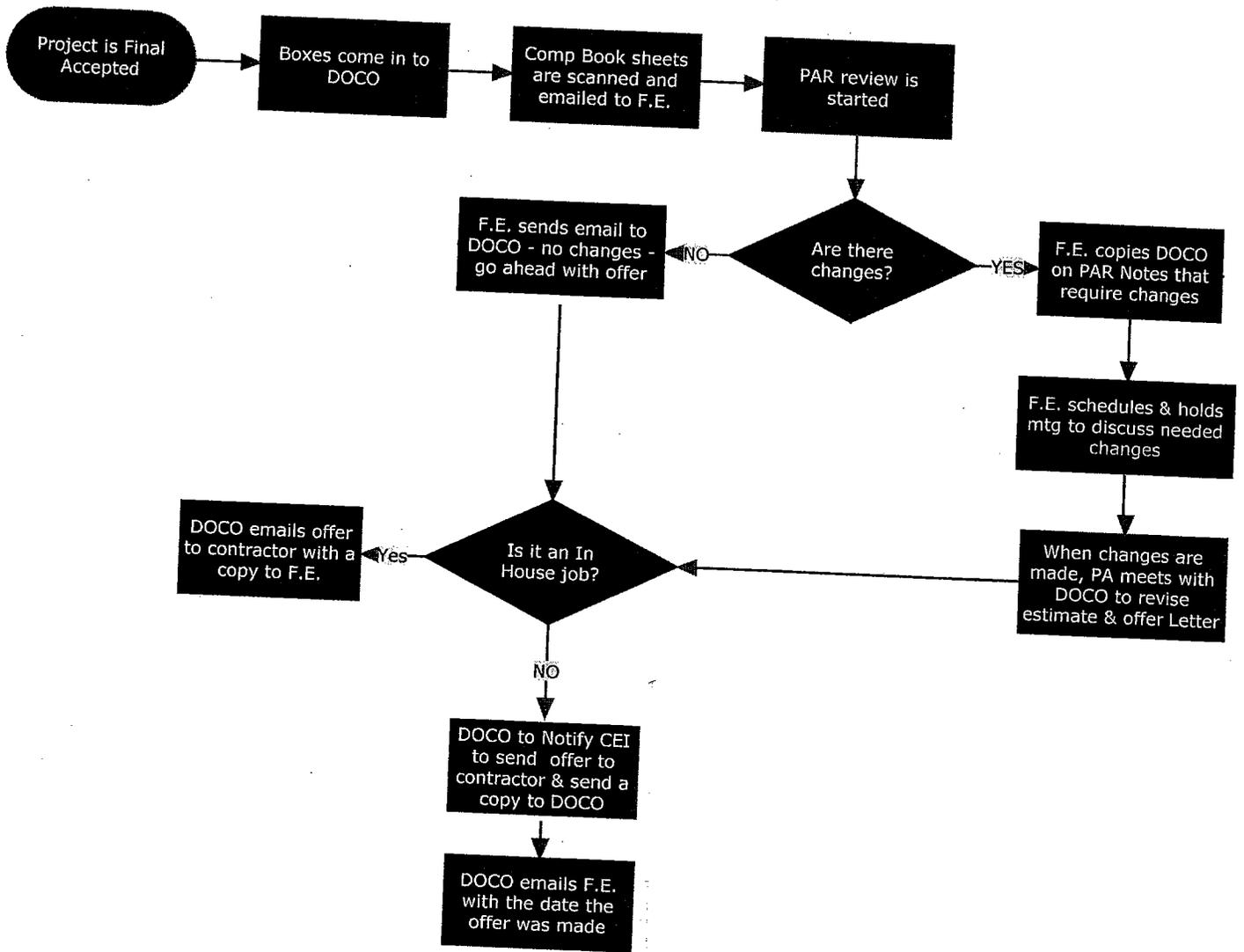
- If your project is FAO, please attach the FHWA Approval – Major and Minor Construction Changes form (Form 700-010-47) that has already been signed by the D5 FHWA Area Engineer. Effective August 25, 2006, email this form to Interim D5 FHWA Area Engineer. The phone number is **(850) 942-9650**. CEI's will need to send this form through their FDOT Project Manager for signature.

- DCE (or District Traffic Operations Engineer for Traffic Ops contracts) signature on this form will be obtained by DOCO staff after the PA submits the form to DOCO.

Project Close-Out

- Offer will be sent out after the PAR has been completed.
- Flow Chart

Project Close-out



Beverly Routier

Materials

Acceptance/Certification



District V Materials Certification

District Materials & Research
1650 N. Kepler Road
DeLand, Florida 32724



QUALITY SYSTEMS PERSONNEL

- Ken Zinck – Quality Systems Manager** 386-740-3471
 - County to monthly review: Volusia
- Rick Bass – Dist. I.A. Coordinator** 386-740-3527
 - Counties for monthly review: Orange & Flagler
- Jeanie Kozak – Dist. Lab Qualification Coordinator** 386-740-3489
 - Counties for monthly review: Marion & Osceola
- Barb Shepherd – Quality Systems Specialist** 386-740-3505
 - Counties for monthly review: Lake & Sumter
- Beverly Routler – Quality Systems Specialist** 386-740-3509
 - Counties for monthly review: Brevard & Seminole



Requirements For Issuing the Materials Certification Letter

Materials Manual Section 5.4

- Project Administrator's Material Statement
- Final CC
- Density Logbook Approval
- Supplemental agreements – Email the Hummingbird document.
- Final Straightedge Report / Laser Profilograph
- DDM or DDM/EAR

 Requirements For Issuing Materials Certification Letter Continued..

- Material Release Forms / Prestress Manufacturers Certification
- All Sample Data entered into LIMS (including as-built data)
- Commercial Inspection Reports
- Final Job Guide Schedule w/ quantities for Design Build and Lump Sum projects.

4

 Project Administrator's Material Statement

- Should include the following exceptions:
 - All materials not meeting the standards and left in place at full, reduced, or no pay
 - Materials not tested or tested at reduced frequencies and left in place
 - Incomplete or inaccurate documentation
 - Sampling & testing performed by unqualified technicians
 - Unqualified laboratories performing testing
 - Production facilities not on the approved list
 - Attach just the DDM forms to the Statement.

This statement & the Contractor's FINAL Compliance Statement should match.

5

 Contractors Final CC Form Construction Compliance With Specifications and Plans

- The **CONTRACTOR** is responsible for signing and notarizing this form.
- The Final must have the correct dates for beginning and final acceptance.
- The dates can't be struck through and initialed.

6

 **Contractor's Final CC Exceptions**

Construction exceptions are from DCE Memo No. 32-03

- Any QC test failures (This includes results for materials left in place at full pay, reduced pay or no pay.)
- Any QC samples that do not have test results reported in LIMS
- Any QC samples with outstanding resolution results
- Any testing/sampling performed by unqualified technicians / laboratories.
- Any material placed without an approved QC plan or when the QC plan is suspended.
- Any material that is not sampled or tested per the job guide schedule

7

 **Contractor's Final CC Exceptions Continued...**

- Any material provided by an unapproved producer or supplier.
- Any DDM being processed through Materials and Construction relating to a QC issue.
- QC samples that did not compare with Verification samples and had Verification results upheld by Resolution samples.
- Any samples that had an EAR performed.

8

 **Final Straightedge Report**

- A copy of the straightedge / laser profile should be submitted to the District Bituminous Engineer & the person performing the Certifications final review:
 - Barbara Shepherd, or
 - Jeanie Kozak, or
 - Beverly Routier

9



Disposition of Defective Materials (DDM) and Engineering Analysis Report (EAR)

- DDM – This form describes the defective material or any issue that does not meet specification requirements.
- DDM – Recommends the method of acceptance.
 - All required back-up documentation is located behind the DDM form and emailed to the Materials office.
- EAR defines the material and area in question, describes the scope of engineering/testing that will be performed and a method of acceptance once the work has been completed.



Material Release Forms

- A copy of all materials release forms / prestress producer certifications for piling and beams to be forwarded to the District Materials Engineer.



Job Guide Schedule (JGS) for Lump Sum

- Lump Sum – 2007 Spec. Book – Section 6, 6-6
 - JGS is submitted and approved 21 calendar days prior to beginning construction.
 - Must be in same format as STRG
 - Must have sample levels QC, V and IV
 - Per the spec. the JGS is updated and submitted monthly with progress estimate.
 - Note: Certifications will notify you through the monthly review to submit an updated JGS every three months.
 - Final JGS must be submitted. This Final must include all materials used on the project in the same format as the monthly reports.



Job Guide Schedule for Design-Build

- Design-Build Guidelines – Chapter Fourteen
 - (I) JGS is submitted No Later Than 21 calendar days prior to beginning construction.
 - Include only items that will be used on the project.
 - Items not on the Department's STRG and are intended for use on the project shall be included on the JGS.
 - Must be in same format as STRG
 - Must have sample levels QC, V and IV
 - The JGS is updated and submitted monthly.
 - Note: Certifications will notify you through the monthly review to submit an updated JGS every three months.
 - Final JGS must be submitted.

13



QC PLAN CONCERNING TECHNICIANS

- The QC plan needs to be reviewed to ensure that technicians performing testing are listed and qualified through CTQP.
- QC plans need to be updated when there is a change in technicians performing testing.
 - The QC Manager should submit to the PA an addendum to the QC Plan listing the new technician on the project.
- When unqualified technicians are used the contractor has to submit a DDM to the PA and a method of acceptance of the material tested by the unqualified technician must be recommended.
 - Note: Unqualified technicians CAN NOT perform test methods in the presence of a qualified technician.
 - Falsification of records will occur when an unqualified technician performs sampling/testing and the sample is entered under a qualified technician's TIME in LIMS.

14



LIMS

- All samples and test results need to be recorded.
 - Exception: Samples for information purposes usually are not entered into LIMS. If the PA wants these samples entered into LIMS a comment in Notepad must be completed.
- All samples must have the LIMS life cycle completed.
- All failing samples must be resolved with appropriate disposition code noted.

15



LIMS

- All manufacture certification samples must be Approved.
 - Please Approve with RS, Restricted Approved.
 - Please Note: In LIMS when manufacture certification samples are in Validated, Awaiting Approval status, the information will not appear on the Required Certification Tracking Report.



Current Status

- Projects are being certified in an average of 29 days.**
- The fastest certified project in 2007 was 24231915201 by Robert Martens – 6 days.**
- The longest project to be certified was 112 days from final acceptance.**



Frequent Reasons Certification is Delayed

- Engineering analysis not completed at final acceptance.
- Receipt of Final CC Statements**
 - Not listing QC exceptions
 - Not having the correct begin/end dates of project construction.
- Receipt of PA's Material Statement**
 - Not listing all exceptions
 - Not signed
- Data not entered into LIMS or incomplete.**
- Steel samples "lost " at SMO**

Handout 1
3 pgs



engineering and constructing a better tomorrow

*per this memo
no outstanding
non-compliance
all - ok*

February 22, 2005

Ms. Linda Houk
Florida Department Transportation
State Materials Research Park
Structural Metals Specialist
5007 NE 39 Avenue
Gainesville, Florida 32609

EXAMPLE

Subject: **Inspection Final Status Summary Report**
SR 9A/I-95/I-295
Duval County
Financial Project No. 213290-1-52-01
MACTEC Project 40573-1-2001, Phase 18, TWO# 3018

Dear Ms. Houk:

MACTEC Engineering and Consulting, Inc. provided Quality Assurance shop inspection services during the fabrication of one cantilever sign structure over 45 feet in length. Fabrication of the sign structure was performed at MAICO Industries, Inc., located in Ellsworth, Kansas.

There are no outstanding non-compliances for the structural steel fabrication. By copy of this letter, we are notifying all interested parties that we have completed the final requested inspections, unless otherwise notified.

If there are any questions or comments regarding this report, please contact us.

Sincerely,

MACTEC Engineering and Consulting, Inc.

Salman Inam (KW)
Salman Inam.
Project Administrator

Ed Borowski
Edward F. Borowski
Welding Project Manager

Distribution: **Florida Department of Transportation**
Ms. Linda Houk, Ms. Carrie Stanbridge, Certification Dept.
Parsons Transportation
Mr. Kregg Diemer



MACTEC

TRANSMITTAL

To: Ms. Carrie Stanbridge
Florida Department of Transportation
Jacksonville Construction
2250 Irene Street
Mail Station 2803
Jacksonville, Florida 32296

October 7, 2004
Financial Project No. 213290-1-52-01
MACTEC Project No. 40573-1-2001 Phase 18
TWO 3018

Project Description: SR 9A/I-95/I-295, Duval County, Florida

We are sending you: Progress Report: 1-Final for the period: 09/18/04 ⇒ 9/24/04
(A progress report of our quality assurance inspection of shop fabrication)

The attached Progress Report includes documentation of the fabrication progress, inspections, and non-compliance issues at the following fabrication facility:

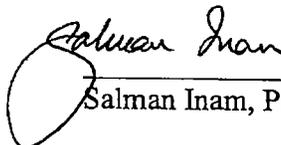
MAICO Industries, Inc., Ellsworth, Kansas

Shop fabrication of structural steel began on September 18, 2004 and was completed on September 24, 2004. The following table summarizes the completion and non-compliance status at the fabricator facility.

Project Completion Percentages & Outstanding Non-Compliances

Material Fabrication Completion:	<u>100</u>
Outstanding Non-Compliances	<u>01</u>

MACTEC lead inspector at the fabrication facility was: Mr. Rick Mooney



Salman Inam, Project Administrator



Edward F. Borowski, Welding Project Manager

Copies to: Florida Department of Transportation — Ms. Linda Houk
Parsons Transportation — Mr. Kregg Diemer

REPORT OF QUALITY ASSURANCE SHOP INSPECTION

**Florida Department of Transportation
Financial Project No. 213290-1-52-01, TWO 3018
MACTEC Project No. 40573-1-2001, Phase 18**

**Inspection Report 1 (Final)
Page 1 of 1**

1. Fabrication and Inspection Status

This project consisted of the shop fabrication and galvanizing of one cantilever sign structure over 45 feet in length for use on SR 9A/I-95/I-295 in Duval County, Florida. MAICO Industries, Inc. located in Ellsworth, Kansas fabricated the sign structure. Galvanizing of the sign structure was performed at A-Plus Galvanizing located in Salina, Kansas.

A brief description of the inspection functions performed is included below. **Section 2** of this report lists the status of any specification non-compliances of inspection.

Precut components were inspected for workmanship and found to be in general accordance with AWS D1.1-2000, Structural Welding Code and the approved shop drawings.

MACTEC reviewed MTRs for compliance with project specifications to verify traceability of all material incorporated into the project. Copies of the MTRs will be sent under separate cover to the appropriate distribution.

MACTEC reviewed welder certifications and welding procedure specifications for compliance with all applicable specifications.

MACTEC observed fit-up, welding of trusses and miscellaneous material throughout fabrication. Welding of the inspected sign structure will be acceptable provided the item mentioned in section 2 of this report is cleared.

MACTEC performed visual inspection of the galvanized coating. The coating appeared to be in accordance with project specifications.

2. Material/Fabrication Specification Non-Compliances

2.1 (Outstanding)

Identifications: Welding Procedure Specifications

Description: Section 3.6 of AWS D1.1-2000 states "All prequalified Welding Procedure Specifications (WPSs) shall be prepared by the manufacturer, fabricator, or contractor as written prequalified WPSs, and shall be available to those authorized to use or examine them. MACTEC has reviewed the submitted WPSs and has forwarded the procedures back to the Engineer of Record (EOR) as requested. Once procedures receive final FDOT approval, MACTEC will not have any reservation in accepting the fabrication of the sign structure.

Hand out 2
1 pg



October 18, 2005

Linda Houk
Florida Department Transportation
State Materials Research Park
Structural Metals Specialist
5007 NE 39 Avenue
Gainesville, Florida 32609
linda.houk@dot.state.fl.us
sent via email

EXAMPLE

Subject: Inspection Final Status Summary Report
Inspection of Structural Steel
Tampa Steel Inc.
Brookfield Fabricators
FIN 201204-1-52-01
Hunt TWO 2028

Dear Mrs. Houk:

We have provided quality assurance shop inspection services at Tampa Steel Inc. and Brookfield Fabricators for this project.

With the apparent completion of the fabrication, all observed specification non-compliances have been resolved. By copy of this letter, we are notifying all interested parties that we have completed the final requested inspections, unless otherwise notified.

Please contact us if you have any questions.

Sincerely,

Robert W. Hunt Company

Peter Kinney
Project Engineer

Project Administrator's Materials Statement

Email directly to:

Roger Schmitt, roger.schmitt@dot.state.fl.us, District Materials Research Engineer

Ken Zinck, ken.zinck@dot.state.fl.us, Quality Systems Manager

Barbara Shepherd, barbara.shepherd@dot.state.fl.us, Quality Systems Specialist

DATE: May 3, 2007

SUBJECT: Project Administrator's Materials Statement for CQC Contracts

FINANCIAL PROJECT ID: 241009-1-52-01

FEDERAL PROJECT ID: 3502020 P

CONTRACT NUMBER: T5065

COUNTY: Volusia

All materials incorporated into the referenced project(s) were accepted in accordance with the STRG or pertinent contract documents and met all applicable requirements.

- 1 Earthwork density test locations and results are in substantial compliance with pertinent specification requirements of this project. A spot-check of the project density records indicate substantial compliance with the governing specifications, sampling and testing guides, and procedures.
- 2 All Contractor Quality Control (QC) material test results have been verified in accordance with contract requirements. The final disposition of all material represented by QC results has been accurately documented.
- 3 All required certifications and/or certified test reports have been received in accordance with contract requirements.

List all exceptions.

<u>Material Number</u>	<u>Sample Number</u>	<u>Lims ID</u>	<u>Comments</u>
160F	4013Q	05*38547	DDM for unqualified technician
160L	4013Q	05*38549	DDM for unqualified technician
160L	4009Q	05*32530	Low break, within 5% target
123L	5F011Q	07*26363	DDM for low AC

John M. Watson, P.E.


HNTB Corporation

EXAMPLE

Hand out 4
3 pgs

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CONSTRUCTION COMPLIANCE WITH
SPECIFICATIONS AND PLANS**

700-020-02
CONSTRUCTION
04/07
Page 1 of 2

FIN PROJECT I.D.(s): _____

DATE: _____
CONTRACT NO.: _____
Monthly:
Final:

_____, Prime Contractor for the above referenced contract, hereby verifies based on personal knowledge or reasonable investigation and good faith belief, all Quality Control functions and Quality Control sampling and test results are in substantial compliance with the pertinent specification requirements and the approved Quality Control Plan for this project. This includes the input of test results into the Department's LIMS database within 24 hours of results being received. This represents work done between _____ and _____. Exceptions to these requirements are listed below.

1) Item No.: _____
Exception: _____

2) Item No.: _____
Exception: _____

3) Item No.: _____
Exception: _____

4) Item No.: _____
Exception: _____

5) Item No.: _____
Exception: _____

6) Item No.: _____
Exception: _____

A false statement or omission made in connection with this certification is sufficient cause for suspension, revocation, or denial of qualification to bid, and a determination of non-responsibility, and may subject the person and/or entity making the false statement to any and all civil and criminal penalties available pursuant to applicable Federal and State Law.

State of Florida
County of _____
Sworn to and subscribed before me this _____ day
of _____, _____, by _____
(Print name of person signing Certification)

Notary Public

Commission Expires _____
Personally Known _____ or Produced Identification _____
Type of Identification Produced _____

Quality Control Manager

By

Title

State of Florida
County of _____
Sworn to and subscribed before me this _____ day
of _____, _____, by _____
(Print name of person signing Certification)

Notary Public

Commission Expires _____
Personally Known _____ or Produced Identification _____
Type of Identification Produced _____

Contractor

By

Title

Instruction Page

Financial Project Number(s): List all financial project numbers on the contract.

Date: Show the date the certification is completed.

Contract No.: Show the contract number the certification represents.

Monthly/Final: Indicate which type of estimate this certification represents, monthly or final.

Prime Contractor: In this field, show the Prime Contractor's full company name.

Date Began: Show the beginning the certification represents. For a monthly or progress estimate, show the beginning date the estimate corresponds to. For a final certification, show the date the contract work began.

Date Ended: Show the ending dates the estimate corresponds to. For a final certification, show the final acceptance date.

Item No.: Show the pay item number the exception is associated with.

Exceptions:

For the monthly certification, list the following:

1. QC samples that did not compare with VT samples and had VT results upheld by RT samples.
2. Any samples that had Engineering Analysis Report performed.
3. Any failed QC samples.
4. Any QC samples that do not have results entered into LIMS.
5. Any QC samples that were performed by unqualified technicians or laboratories.
6. Any materials placed without an approved QC Plan or when the QC Plan is suspended.
7. Any materials provided from an unapproved producer or supplier.

For the final certification, all exceptions to Quality Control sampling and testing must be shown on the certification.

Notary Information: The Notary Public completes this section. This certification must be notarized.

Quality Control Manager: Signature of the Quality Control Manager signing the certification.

By: Type or print the name represented by the signature in "Quality Control Manager:" section.

Title: Type or print the title of the person signing the certification.

Contractor: To be signed by an officer or director of the Contractor with an authority to bind the Contractor.

By: Type or print the name represented by the signature in the Contractor signature block.

Title: Type or print the title of the person signing the certification.

Hand out 5
4pgs

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISPOSITION OF DEFECTIVE MATERIAL

700-011-01
CONSTRUCTION
07/06

Section A: Sample Information and Request for EAR – Project Administrator

Financial Project No.:		
Contract No.:		
Federal Job No.:		
Material ID.:	Sample No.:	LIMS Sample ID.:
Pay Item No.:	Quantity:	Location:
Description of Defective Material:		
<input type="checkbox"/> EAR Scope attached		

Section B: Proposal - Project Administrator/Resident Engineer

<input type="checkbox"/> Remove and Replace Material	<input type="checkbox"/> Follow up Sample Passed (MM 3.1)	
<input type="checkbox"/> Send to DME for Concurrence with Proposal, EAR Scope attached		
<input type="checkbox"/> Concurs	<input type="checkbox"/> Rejects (See Comments Below)	<input type="checkbox"/> Leave in Place, EAR not required
Signature:		Date:
<u>Comments:</u>		

Section C: EAR Information – District Materials Engineer - Choose one and send form to DCE

<input type="checkbox"/> Remove and Replace Material	
<input type="checkbox"/> Leave in Place – EAR not required, Send to DCE for Concurrence	
<input type="checkbox"/> Concur with EAR Scope (attached) – Submit EAR	
Signature:	Date:
<u>Comments:</u>	

Section D: Material Disposition Recommendation – District Materials Engineer

<input type="checkbox"/> EAR performed, DME recommendation: Chose one and send form to District Construction Engineer		
<input type="checkbox"/> All material to be left in place.	<input type="checkbox"/> All material to be removed.	<input type="checkbox"/> Partial removal of material/Other
Quantity of material to be removed:		
Location of material to be removed:		
DME Concurs with EAR Recommendations - Yes <input type="checkbox"/> No <input type="checkbox"/>		
Signature:	Date:	

Section E: Concurrence - District Construction Engineer

<input type="checkbox"/> Concur with DME Recommendation – Send to Project Administrator	
<input type="checkbox"/> Do Not Concur with DME recommendation – Send to Director, Office of Construction	
<input type="checkbox"/> DCE recommendation attached	
<u>Comments:</u>	
Signature:	Date:

Section F: Decision - Director, Office of Construction

<input type="checkbox"/> Director, Office of Construction Decision (attached) - Send to Project Administrator	
Signature:	Date:

Section G: Record of Final Payment Determination: - Project Administrator

Material left in place at _____ % pay
<u>Comments:</u>

cc: District Materials Office, District Construction Office, State Construction Office

Instructions for Completing Disposition of Defective Material Form

Section A: Sample Information and Request for EAR – Filled out by the Project Administrator

1. *Financial Project No.:* – The financial project number where the material was placed.
2. *Contract No.:* – The contract number where the material was placed.
3. *Federal Job No.:* – The federal project number where the material was placed.
4. *Material Id:* – The material id that the material is associated with, for example, 160F or 160L (or both) for concrete.
5. *Sample No.:* – The FDOT sample number for the material.
6. *LIMS Sample Id:* – The LIMS sample id for the material.
7. *Pay Item No.:* – The pay item number or number(s) that represent the material.
8. *Quantity:* – This is the total quantity of the material in question, for example; 2000 tons for lot 1.
9. *Location:* – Where on the project the material was placed, for example station 100+00 to station 200+00; left roadway. When applicable include GPS Coordinates.
10. *Description of Defective Material:* – Provide information regarding the material non-compliance and any other information that will assist in the Engineering Analysis Report review. If additional space is needed, note that comments are attached. **(Please include the following information: Lot, Sublots, Station Numbers, Quantities, Specification Year, Reference Table, Reference Specification Sections, etc.)**
11. *EAR Scope attached:* – If the Contractor proposes a scope for the EAR, attach the scope to the form.

Section B: Proposal – Filled out by the Project Administrator/Resident Engineer. Check one of the following:

12. *Remove and replace:* – Check this box if your proposal is to have the material removed and replaced. If the decision is to remove and replace, the form is now complete. File in project file, distribute copies accordingly. Have the Contractor remove and replace the material. Code the disposition for the Quality Control samples with "RR". If not, continue with Section B.
13. *Follow-up Passed:* – If this box is checked, then form is complete. Forward to District Materials Engineer for signature and return to project file.
14. *Concurs with Proposal:* – EAR Scope attached. Check this box if you propose to allow the Contractor to use an EAR. If the Contractor submits a proposed EAR scope, attach it to the form.
15. *Concurs* – Agrees with EAR.
16. *Rejects* – Disagrees with EAR, PA/RE must describe rejection in comments section.
17. *Leave in Place:* – PA/RE determines EAR not required.

18. *Signature:* – PA/RE signs the form.
19. *Date:* – PA/RE dates the form.
20. *Comments:* – Provide comments as needed. If additional room is needed, note that comments are attached. **(Please include the following information: Signature, Print your name, Email Address).**

Forward the form and the Contractor's proposed EAR scope (if received) to the District Materials Engineer.

Section C: EAR Information - Filled out by the District Materials Engineer before the Engineering Analysis Report is performed

21. *Remove and Replace:* – If the District Materials Engineer determines that the material should be removed and replaced, check this box.
22. *Leave in Place:* – If the District Materials Engineer determines that an Engineering Analysis Report is not required by, check this box.
23. *Concur:* – If the District Materials Engineer determines that an Engineering Analysis Report should be allowed, attach the parameters and guidelines. If the Contractor has proposed an EAR scope, review the scope and make revisions, additions as needed. If not, develop the EAR scope and guidelines and attach to the form.
24. *Signature:* – District Materials Engineer signs the form.
25. *Date:* – District Materials Engineer dates the form.
26. *Comments:* - Provide comments as needed. If additional room is needed, note that comments are attached.

After the District Materials Engineer fills out section C, forward the form and any backup documentation to the District Construction Engineer who fills out Section E.

Section D: Material Disposition Recommendation – Filled out by the District Materials Engineer after the Engineering Analysis Report is completed

27. *EAR performed, DME recommendation:* – The District Materials Engineer reviews the Engineering Analysis Report and recommends one of the options: 1) leave all material in place; 2) remove and replace all material; or 3) partial material removal or some other determination. If the 3rd option is selected, record the affected quantities and locations and explain the other recommendation.
28. *DME concurs:* – Is the District Materials Engineer's recommendation in concurrence with the Engineering Analysis Report recommendations? Check the yes box if the District Material Engineer's recommendation concurs with Engineering Analysis Report. Check the no box if it is a different recommendation.
29. *Signature:* – District Materials Engineer signs the form.
30. *Date:* – District Materials Engineer dates the form.

Forward the completed form and Engineering Analysis Report and any backup documentation to the District Construction Engineer.

Section E: District Construction Engineer Concurrence – Filled out by the District Construction Engineer after section C and/or D is completed by the District Materials Engineer.

31. *Concur with DME:* – If the District Construction Engineer concurs with the District Materials Engineer's recommendation, check this box. Send the form and Engineering Analysis Report and any backup documentation to the Project Administrator.
32. *Do not Concur:* – If the District Construction Engineer does not concur, check this box.

Attach recommendation for material disposition to the form. Forward the form, the Engineering Analysis Report, backup documentation and recommendation to the Director, Office of Construction.

33. *Comments:* – Provide comments as needed. If additional room is needed, note that comments are attached.
34. *Signature:* – District Construction Engineer signs the form.
35. *Date:* – District Construction Engineer dates the form.

Section F: Director, Office of Construction Decision – Filled out by the Director, Office of Construction.

36. *Director, Office of Construction Decision:* – Review the District Materials Engineer's recommendation, the District Construction Engineer's recommendation and the Engineering Analysis Report. Make a final recommendation on the material disposition.
37. *Signature:* – Director, Office of Construction signs the form.
38. *Date:* – Director, Office of Construction dates the form.

Forward the form, the Engineering Analysis Report and all backup documentation to the Project Administrator.

Section G: Record of Final Payment Determination – Filled out by Project Administrator

39. *Material left in Place:* – Review Section E and/or F. Record the final payment determination made by the District Construction Engineer (Section E) or the Director, Office of Construction (Section F).
40. *Comments:* – Provide comments as needed. If additional room is needed, note that comments are attached.

Hand out 6
1 pg

DURA-STRESS, INC., 11325 C.R.44, Leesburg, FL 34788

MATERIAL RELEASE NOTIFICATION

PROJECT ID	ROAD NO.	COUNTY	CONTRACT NO.	DISTRICT	REPORT NO.
40550655201	I-95 WIDENING FISKE BLVD TO 528	BREVARD	E5K14		V24

TO: KIEWITT SOUTHERN
 ATT: CLARA NEWSOM
 1050 W. KING AVE
 COCOA, FL 32922

October 30, 2007

This is to advise that we have this date released the following prestressed **TYPE III (MOD) BEAM** from Dura-Stress, Inc. which has been tested and meets specification requirements. The undersigned being a responsible official of Dura-Stress, Inc. certifies that the precast/prestressed members listed herein have been produced under strict quality control and meet the contract document requirements for the applicable project. Tests of this material are covered in Dura-Stress, Inc. project file- B1374.

DESTINATION: BREVARD COUNTY 1-95

CONTRACTOR: KIEWITT SO.

LINEAR FT. TODAY: 255,5600

LINEAR FT TO DATE: 1272,5400

2 @	42.7600 FT	SERIAL #	V19, V20	MARK #	B101
2 @	42.7600 FT	SERIAL #	V21, V22	MARK #	B102
2 @	42.7600 FT	SERIAL #	V23, V24	MARK #	B103

[Signature]
 Dura-Stress, Inc. Representative

- DISTRIBUTION
- ORIGINAL - Quality Control File
 - COPY 1 - State Materials and Research Office
 - COPY 2 - Resident Engineer (Two copies)
 - COPY 3 - Resident Prestress Specialist
 - COPY 4 - John Jarrett

Hand out 7
2 pgs



Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

STATE MATERIALS OFFICE
5007 Northeast 39th Avenue, Gainesville, Florida 32609
Telephone: (352) 955-6600, Fax: (352) 955-6613

STEPHANIE KOPELOUSOS
SECRETARY

September 19, 2007

****REVISED****

MATERIALS BULLETIN NO. 07-07

DCE MEMORANDUM NO. 15-07

(FHWA approved: 9/18/07)

**TO: DISTRICT MATERIALS RESEARCH ENGINEERS
DISTRICT CONSTRUCTION ENGINEERS**

**FROM: Thomas O. Malerk, P.E., Director, Office of Materials
Brian Blanchard, P.E., Director, Office of Construction**

Handwritten signatures of Thomas O. Malerk and Brian Blanchard in black ink.

COPIES: Florida Transportation Builder's Association

SUBJECT: Verification Testing of Manufactured Products

The purpose of this memorandum is to provide a procedure to meet the Federal Highway Administration's requirement of verification testing of manufactured products. This procedure includes sampling qualified manufactured products at the time of use on each project.

The Project Administrator will acquire a product sample for all manufactured products listed below in Table 1: Project Sampling. The sample quantities are also listed in Table 1 along with the pertinent specifications and material identification numbers. The Project Administrator will send samples to the State Materials Office (SMO), along with completed sample transmittal cards and a copy of the producer's certification.

Sampling will begin July 1, 2007 and continue until such time that all the required samples for a product category have been received. Once all needed samples from a product category are received, the SMO will notify the State Construction Office that no additional sampling for that category is required for the remainder of the fiscal year. At the beginning of each fiscal year, sampling will once again be required, and this cycle will repeat annually.

Since verification testing is mandated by the FHWA and is a quality assurance measure for the Department, these samples may or may not affect project acceptance depending on the nature of the failure. SMO personnel will log in the samples under an overhead Project Financial Identification Number upon receipt, and process the samples in LIMS. The SMO will provide a recommendation to the Product Evaluation Office for the final disposition of products with failing test results. In case of a critical failure, the SMO will also contact the Project Administrator and assist in developing a resolution for the project.

Please contact Paul Vinik, (352)955-6649 or Cristina Crawford, (352)955-6634, if you have any questions.

MB/pv

Table 1: Project Sampling

The Project Administrator will send samples of the following product categories to the State Materials Office on an every project basis.

Construction Specification	Materials Specification	Material ID	Product Category	Sample Quantity
102,713	971-8	347	Preformed Non-Removable Pavement Marking Film (Tape)	3 feet
353, 400, 449, 450, 534	926	501,510	Epoxy Compounds - Types A thru Q	1 tube or 1 pint each part
400-15.2.6	975-6	511	Class V applied Finish Coating	1 quart
400, 450, 649	934	098L	Non-Shrink Grout	50 lb bag
460	938	099	Post Tensioning Grout	50 lb bag
523		796	Patterned Textured Paving Products	2 square feet or 1 pint each part
536	993-5	890,896	Delineator Assembly- reflectors and plastic posts	1 each
536	972-3	183	Recycled Plastic Guardrail Offset Blocks	1 each
560	975-5	797	Structural Steel Coatings	1 quart
562	975-4	800	Galvanizing Compounds	1 quart
563		498	Anti-Graffiti Coatings	1 quart
706	970	911	Raised Pavement Markers	5 each
706	970	912	Raised Pavement Marker Adhesives	1 block
709	971-9	791	2-component reactive materials for Traffic Stripes and Markings	1 quart
710	971-3	799	Fast Dry Traffic Paint - Water Borne	1 quart
711	971-5	350	Thermoplastic Materials for Traffic Stripes	1 quart
711	971-6	350	Thermoplastic Material- Hot Spray	1 quart
713		347	Preformed Tape and Preformed Thermoplastic	2 feet
709, 710, 711, 713	971-2	796	Retroreflective Glass Beads- Drop on	1 quart
	930	503	Materials for Concrete Repair	50 lb bag
	932	529L	Nonmetallic Accessory Materials for Concrete Pavement and Concrete Structures, and Hot Poured Joint Sealant	6 inches
	937	501	Structural Adhesives	1 tube each part
	975-8	797	Elastomeric Coatings	1 quart



5007 N.E. 39th Avenue, Gainesville, FL 32609 - (352) 955-6600

Thomas O. Materk, P.E. - Director, Office of Materials

SMO Home > Publications/Documents > **Sample Certification Forms**

For a complete listing of all available Materials Numbers, please review the [Sampling, Testing and Reporting Guide](#).

* Sorted by Specification Number

Spec #	Material #	Sample Form	Format
449	206	Manufactured Precast Concrete Products	[WORD]
450	205	Manufactured Precast/Prestressed Concrete Products	[WORD]
536	165	Guardrail System	[WORD]
536-2	183	Guardrail, Offset Blocks, Rubber	[WORD]
550	730	Fencing System	[WORD]
919	451	Ground Tire Rubber	[WORD]
925-1	485	Burlap	[WORD]
926	501	Epoxy Compound, (All types except A and B)	[WORD]
925-3	506	White Burlap - Polyethylene Sheet	[WORD]
926	510	Epoxy Compound, Types A and B	[WORD]
931-2	520	Metal Materials for Joints	[WORD]
931-2.3	516	Dowel Bars	[WORD]
932	532	Compression Seal Adhesive	[WORD]
932-1	527	Preformed Joint Filler Material	[WORD]
932-1	531	Compression Seal, Elastomeric	[WORD]
932-1.3	529	Low Modulus Silicone Sealant	[WORD]
932-2	535	Bearing Pads	[WORD]
965	767	Aluminum Materials, Pedestrian Overpass, Handrail and Misc. Items (765, 766 & 767, respectively)	[WORD]
970	911, 912	Raised Pavement Markers	[WORD]
971-1, 971-12	791	Traffic Paint - Two Component	[WORD]
971-1, 971-14	795, 798	Glass Spheres for Traffic Paint	[WORD]
971-1, 971-15	800	Galvanizing Compound - Organic Zinc Coating	[WORD]
971-1, 971-16	797	Two Component Paint Materials: Self-Curing Inorganic Zinc Coating Systems	[WORD]
971-1, 971-17	350, 351	Thermoplastic	[WORD]
971-1, 971-18	347	Performed Traffic Markings	[WORD]
971-1, 971-19	799	Fast Dry Traffic Paint - Water Borne	[WORD]
971-22, 400-15.2.6	511	Class 5 Applied Finish Coating for Concrete	[WORD]
982	835	Commercial Fertilizer, Dry Type	[WORD]
992-4	322	Electrical Ballasts	[WORD]
992-4	872	Luminaires	[WORD]
992-12	877	Pole Cable Distribution System	[WORD]
993-1	890	Delineator - Type A	[WORD]
993-2	895	Delineator - Type B	[WORD]
993-3	896	Delineator - Type C	[WORD]
993-3	900	Delineator Post Assembly	[WORD]
993-5	910	Reflector Unit for Guardrail	[WORD]
994	915	Reflective Sheeting	[WORD]
994	917	Non-Reflective Sheeting or Film	[WORD]
995	920	Demountable Sign Face Materials	[WORD]

State Materials Office
 5007 NE 39th Avenue, Gainesville, FL 32609 (MS SMO-G)
 Telephone: 352-955-6600 | Fax: 352-955-6613



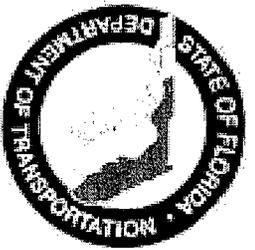


REQUIRED CERTIFICATION TRACKING REPORT
PROJECT NO.: 41906615201
DISTRICT: 05

Hand out 9
4 pgs

EXAMPLE

MATERIAL ID	SPEC DESCRIPTION	PAY ITEM NUMBER	PAY ITEM DESCRIPTION
035	CALCIUM CHLORIDE	2 999 2	LUMP SUM CONTRACT (ALTERNATIVE BIDDING)
165	Guardrail Assembly	2 999 2	LUMP SUM CONTRACT (ALTERNATIVE BIDDING)
183	Guardrail-Offset Blks-Rubber or Plastic STD 536	2 999 2	LUMP SUM CONTRACT (ALTERNATIVE BIDDING)
205	Prestress Units	2 999 2	LUMP SUM CONTRACT (ALTERNATIVE BIDDING)
206	Precast Structural Elements	2 999 2	LUMP SUM CONTRACT (ALTERNATIVE BIDDING)
270	Iron Oxide Pigment STD 927	2 999 2	LUMP SUM CONTRACT (ALTERNATIVE BIDDING)
322	Ballasts-Electrical/STD Spec 992	2 999 2	LUMP SUM CONTRACT (ALTERNATIVE BIDDING)
347	Preformed Pavement Message STD 713	2 999 2	LUMP SUM CONTRACT (ALTERNATIVE BIDDING)
350	Thermoplastic Compound STD 711/971	2 999 2	LUMP SUM CONTRACT (ALTERNATIVE BIDDING)
351	Thermoplastic-Seal Primer STD 711	2 999 2	LUMP SUM CONTRACT (ALTERNATIVE BIDDING)
451	Asphalt Rubber - GTR only	2 999 2	LUMP SUM CONTRACT (ALTERNATIVE BIDDING)
485	Burlap STD 925	2 999 2	LUMP SUM CONTRACT (ALTERNATIVE BIDDING)



REQUIRED CERTIFICATION TRACKING REPORT
PROJECT NO.: 41906615201
DISTRICT: 05

MATERIAL ID	SPEC DESCRIPTION	PAY ITEM NUMBER	PAY ITEM DESCRIPTION
506	Burlap-White Poly Sheet STD 925	2 999 2	LUMP SUM CONTRACT (ALTERNATIVE BIDDING)
510	Epoxy Bonding Comp-TYP A&B	2 999 2	LUMP SUM CONTRACT (ALTERNATIVE BIDDING)
511	Applied Finish Coating STD Spec 400-15	2 999 2	LUMP SUM CONTRACT (ALTERNATIVE BIDDING)
516	Dowel Bar/ASTM A-615	2 999 2	LUMP SUM CONTRACT (ALTERNATIVE BIDDING)
520	Metal Materials for Joints/STD Spec 931	2 999 2	LUMP SUM CONTRACT (ALTERNATIVE BIDDING)
527	Joint Filler Matl-Preformed STD 932	2 999 2	LUMP SUM CONTRACT (ALTERNATIVE BIDDING)
529	Joint Sealant-Silicone STD 932	2 999 2	LUMP SUM CONTRACT (ALTERNATIVE BIDDING)
531	Joint Material-Preformed STD 932	2 999 2	LUMP SUM CONTRACT (ALTERNATIVE BIDDING)
532	Compression Seal Adhesive STD 932	2 999 2	LUMP SUM CONTRACT (ALTERNATIVE BIDDING)
535	Bearing Pads STD 932	2 999 2	LUMP SUM CONTRACT (ALTERNATIVE BIDDING)
710	Pipe-Rail Steel or Gas Pipe STD 962	2 999 2	LUMP SUM CONTRACT (ALTERNATIVE BIDDING)
730	Fencing Systems STD 550	2 999 2	LUMP SUM CONTRACT (ALTERNATIVE BIDDING)



REQUIRED CERTIFICATION TRACKING REPORT
PROJECT NO.: 41906615201
DISTRICT: 05

MATERIAL ID	SPEC DESCRIPTION	PAY ITEM NUMBER	PAY ITEM DESCRIPTION
791	Two Component Mat'ls for Traffic Markings	2 999 2	LUMP SUM CONTRACT (ALTERNATIVE BIDDING)
795	Glass Spheres STD Spec 971-14	2 999 2	LUMP SUM CONTRACT (ALTERNATIVE BIDDING)
797	Paint-Structural Steel Coating STD 975	2 999 2	LUMP SUM CONTRACT (ALTERNATIVE BIDDING)
799	Paint-Water Borne STD 971	2 999 2	LUMP SUM CONTRACT (ALTERNATIVE BIDDING)
800	Galvanizing Compound STD 971	2 999 2	LUMP SUM CONTRACT (ALTERNATIVE BIDDING)
835	Fertilizer- Dry Type STD 982	2 999 2	LUMP SUM CONTRACT (ALTERNATIVE BIDDING)
872	Luminaires STD 992	2 999 2	LUMP SUM CONTRACT (ALTERNATIVE BIDDING)
890	Delineators- Type A STD 993	2 999 2	LUMP SUM CONTRACT (ALTERNATIVE BIDDING)
895	Delineators- Type B STD 890	2 999 2	LUMP SUM CONTRACT (ALTERNATIVE BIDDING)
896	Delineators- Type C STD 993	2 999 2	LUMP SUM CONTRACT (ALTERNATIVE BIDDING)
900	Delineators- Post Accessory STD 993	2 999 2	LUMP SUM CONTRACT (ALTERNATIVE BIDDING)
911	Reflect Pvt Marker-Noprest STD Spec 970	2 999 2	LUMP SUM CONTRACT (ALTERNATIVE BIDDING)



REQUIRED CERTIFICATION TRACKING REPORT
PROJECT NO.: 41906615201
DISTRICT: 05

<i>MATERIAL</i>	<i>ID</i>	<i>SPEC DESCRIPTION</i>	<i>PAY ITEM NUMBER</i>	<i>PAY ITEM DESCRIPTION</i>
	912	Pavement Marker-Adhesive STD 970	2 999 2	LUMP SUM CONTRACT (ALTERNATIVE BIDDING)
	915	Reflective Sheeting- Type A STD 994	2 999 2	LUMP SUM CONTRACT (ALTERNATIVE BIDDING)
	918	Porcelain Enamel Laminated AL Panel STD 996	2 999 2	LUMP SUM CONTRACT (ALTERNATIVE BIDDING)
	920	Sign Materials-Demountable STD 995	2 999 2	LUMP SUM CONTRACT (ALTERNATIVE BIDDING)

Hand out 10
2 pgs

Beckman Coulter, Inc. - [Routier, Beverly-LabManager]

File View Window Help

New Another Close Run Print Setup Exit

- Login
- Receipt
- Result Entry
- Validate
- Approve
- Approval by Project
 - Disposition by Project FIN **NEW**
 - Disposition by Project/Material
- Approve One Sample
- Disposition by Sample
- IAE Evaluations
- Status
- Maintenance
- Reports
- Modules
- My views

Disposition by Project FIN

Group: 2 Server: LIMSPROD



- Login
- Receipt
- Result Entry
- Validate
- Approve
- Approval by Project FIN
- Approval by Project/Material
- Disposition by Project
- Approve One Sample
- Disposition by Sample
- IA Evaluations
- Status
- Maintenance
- Reports
- Modules
- My views

Approval by Project FIN
Approval by Project/Material

NEW

System menus configured. Please select a command

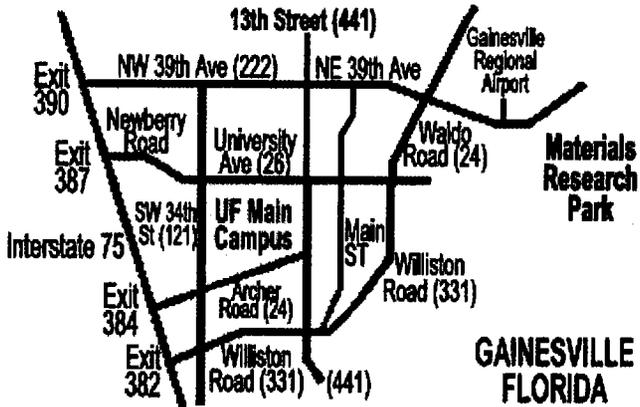
Group: 2 Server: LIMSPROD

Hand out 11
1 pg

Sample Delivery Process

Delivery Address

State Materials Office
5007 N.E. 39th Avenue, Gainesville, FL 32609



Hours of Operation

Sample delivery hours are:
Monday to Friday - 7:00 AM to 6:00 PM

Delivery of samples outside of these scheduled hours must be coordinated with a State Materials Office lab manager at least 48 hours prior to delivery.

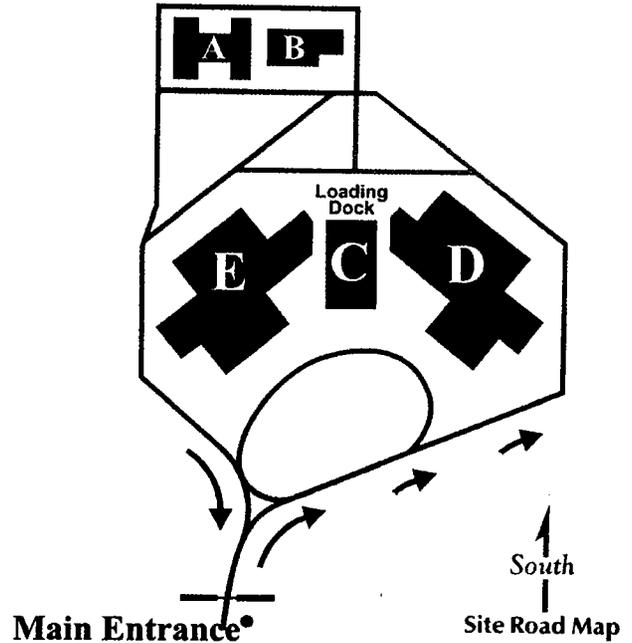
Laboratory	Manager/Coordinator	Telephone
Aggregates	John Shoucair	955-2925
Asphalt Liquids	David Webb	955-2907
Asphalt Mixes	David Webb	955-2907
Asphalt Recovery	David Webb	955-2907
Asphalt Research	Greg Sholar	955-2920
Calibration Bay	C. Holzschuher	955-6341
Chemical	Paul Vinik	955-6656
Corrosion	Mario Paredes	955-6691
Durability	Mario Paredes	955-6691
Foundations	Ben Watson	955-2945
Light Tunnel	Joyline Benham	955-6655
LBR	Ben Watson	955-2945
Nuclear	Mayur Patel	955-6626
Physical	Charles Ishee	955-6667
Soils	Ben Watson	955-2945
Soils Compaction	Ben Watson	955-2945
Test Pit	Rick Venick	955-6319

* 352 Area Code

Sample Placement

Upon entering the property, please take samples to the loading dock which is located at the rear of the Administration Building (Bldg C/5007).

MATERIALS RESEARCH PARK Gainesville, Florida



Loading Dock



If a signature is required, please use the telephone located just inside the bay doors on the loading dock to contact one of the following personnel:

Name	Telephone
George Robinson - Maintenance	339-0540
Henry McCloud - Maintenance	339-1949
Receptionist	955-6600
Mailroom	955-6611

* 352 Area Code

If a signature is not required, please leave the sample with the appropriate documentation at the designated location on the loading dock.

Please Note: All samples that are delivered prior to 5:00 PM will be routed to the appropriate laboratory on the same day as delivery.

Hand out 12
5 pgs



Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

STATE MATERIALS OFFICE
5007 Northeast 39th Avenue, Gainesville, Florida 32609
Telephone: (352) 955-6600, Fax: (352) 955-6613

STEPHANIE C. KOPELOUSOS
SECRETARY

October 29, 2007

MATERIALS BULLETIN NO. 10-07
DCE MEMORANDUM NO. 19-07

TO: DISTRICT MATERIALS RESEARCH ENGINEERS
DISTRICT CONSTRUCTION ENGINEERS

FROM: Thomas O. Malerk, P.E., Director, Office of Materials
Brian A. Blanchard, P.E., Director, Office of Construction

COPIES: Richard Kessler, Michael Bergin, Rafiq Darji

Handwritten signatures of Thomas O. Malerk and Brian A. Blanchard, with the name 'Blanchard' written below the signature.

SUBJECT: STATEWIDE IMPLEMENTATION OF CONCRETE SAMPLE / LOT NUMBERING SYSTEM AND REPORT

The State Materials Office has developed a statewide concrete sample and lot numbering system to be used on new projects effective immediately. The use of the system and the report will provide Construction and Materials personnel with the ability to track the status of concrete sampling and testing and assist in identifying Materials Certification issues. The report, entitled Sample No. – Lot No. Report is embedded in the Laboratory Information Management System (LIMS) and can be used on any project, whether or not the new numbering system has been applied. The report will be most helpful on projects that utilize the numbering system, but can still provide valuable tracking information on projects where another system has been used.

Instructions for the numbering system and an example report are attached. These documents are also available on the State Materials Office web site. Do not apply the numbering system to ongoing projects where another numbering system has been applied. Construction personnel will need to inform Contractor Quality Control personnel about the numbering system at the preconstruction or concrete pre-operations meeting on new projects.

If you have any questions regarding the numbering system or the report, please contact Donald Bagwell in the State Materials Office at (352) 955-6645 or Susan Blazo in the State Materials Office at (352) 955-6669.

TOM/BAB/rk

Concrete Sample / Lot Number Instructions

I Sample Number Instructions

A. Follow format and numbering sequences below.

B. QC samples

1. Start with sample number "0001" and Lot number "1".
2. Continue with sequential sample and lot numbers as long as the same mix design is used.
3. Restart sample number and lot number sequence when mix design changes. If you reuse a mix design number previously used on the project, pick up the sample number where you left off so that there are no sample numbers repeated for the same mix design.
4. Show the quantity represented as the amount of cubic yards the QC sample represents, for example, 50 CY.

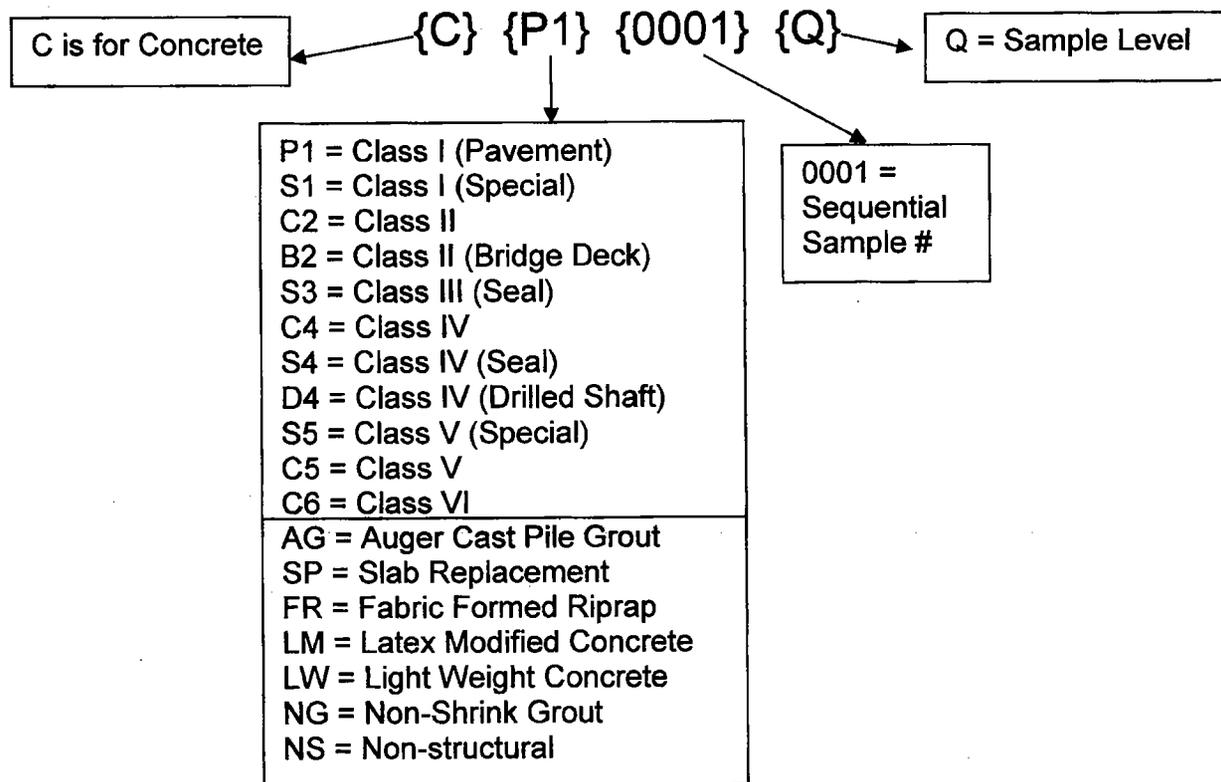
C. Verification samples

1. Match the Verification sample number to the corresponding QC sample number. For example if the random number for obtaining the Verification sample is in lot 3 and the QC sample number is CC30003Q, the Verification sample number would be CC30003V.
2. Identify the Lot number as all the QC lots the Verification sample corresponds to. For example, if the Verification sample corresponds to QC lots 9, 10, 11, and 12, the Verification lot number would be "9-12".
3. Show the quantity represented as the amount of cubic yards the Verification sample represents. For example, if it is four QC lots of 50 CY each, use "200 CY" as the quantity represented by the Verification sample. Not all V samples represent 200 CY. By adding the total cubic yards the QC lots represent, the PA will know how much material is represented for materials acceptance related issues.

D. Independent Verification Samples

1. Match the Independent Verification sample number to the corresponding QC sample number. For example, if you take the Independent Verification sample in lot 2 and the QC sample is CS30002Q, the Independent Verification sample would be CS30002IV.
2. Identify the Lot number as the QC lot the Independent Verification sample corresponds to. For example, if the Independent Verification sample corresponds to QC lot 5, the lot number for the Independent Verification sample would be "5".
3. Show the quantity represented as the amount of cubic yards the QC sample represents, for example, 50 CY.

II. Sample Number Format = CP10001Q



III. Sample Numbering Examples

- A. CC60004Q = Class VI, fourth QC sample
- B. CB2010V = Class II (Bridge Deck), Verification sample corresponding to 10th QC sample CB2010Q
- C. PC20002 = Class II Precast, second sample
- D. CAG0001 = Auger Cast Pile Grout, first sample
- E. CFR0002 = Fabric Formed Riprap, 2nd sample

IV. Sample Number Sequences – Major Concrete Classes

CLASS OR TYPE OF CONCRETE	NUMBERING SEQUENCE
CLASS I (PAVEMENT)	CP10001Q THRU CP19999Q
CLASS I (SPECIAL)	CS10001Q THRU CS19999Q
CLASS II	CC20001Q THRU CC29999Q
CLASS II (BRIDGE DECK)	CB20001Q THRU CB29999Q
CLASS III	CC30001Q THRU CC39999Q
CLASS III (SEAL)	CS30001Q THRU CS39999Q
CLASS IV	CC40001Q THRU CC49999Q
CLASS IV (DRILLED SHAFT)	CD40001Q THRU CD49999Q
CLASS V (SPECIAL)	CS50001Q THRU CS59999Q
CLASS V	CC50001Q THRU CC59999Q
CLASS VI	CC60001Q THRU CC69999Q

NOTE: Samples from Precast/Prestressed – Class of Concrete may begin with the alpha character “P” or “B”.

V. Sample Number Sequencing – Miscellaneous Concrete Items

CLASS OR TYPE OF CONCRETE	NUMBERING SEQUENCE
AUGER CAST PILE GROUT	CAG0001 THRU CAG9999
CONCRETE SLAB REPLACEMENT	CSP0001 THRU CSP9999
FABRIC FORMED RIPRAP	CFR0001 THRU CFR9999
LATEX MODIFIED PC CONCRETE	CLM0001 THRU CLM9999
LIGHT WEIGHT CONCRETE	CLW0001 THRU CLW9999
NON-SHRINK GROUT	CNG0001 THRU CNG9999
NON-STRUCTURAL	CNS0001 THRU CNS9999

VI. Sample No. – Lot No. Report

- A. Run Sample Number Lot Number Report to track samples and material status
- B. Recommend running the report prior to each placement or as deemed appropriate
- C. Report will show if:
 1. QC Samples are verified/not verified by Design Mix Number
 2. Samples are not tested
 3. Samples are not entered in LIMS

Sample Number - Lot Number Report

Lot Number	Sample No	Sample Level	Plant Number	Sample ID	Date Sampled	Date Tested	Verified?	Quantity Represented
Design Mix No. 04-0900			Class: <u>Class IV</u>					
Project: 10000010301								
160F								
2	CC40002Q	Q	01-002	0700051188	8/2/07	8/2/07	Yes	50CY
4	CC40004Q	Q	01-002	0700051190	8/4/07	8/4/07	Yes	50CY
160L								
1	CC40001Q	Q	01-002	0700051192	8/1/07	8/28/07	Yes	50CY
3	CC40003Q	Q	01-002	0700051194	8/3/07	8/31/07	Yes	50CY
1-4	CC40004V	V	01-002	0700051196	8/4/07	8/1/07	Yes	200CY
Design Mix No. 07-0544			Class: <u>Class II DECK</u>					
Project: 10000010301								
160F								
2	C820002Q	Q	01-002	0700051198	8/14/07	8/14/07	Yes	50CY
4	C820004Q	Q	01-002	0700051200	8/16/07	8/16/07	Yes	18CY
160L								
1	C820001Q	Q	01-002	0700051202	8/13/07	9/10/07	Yes	50CY
3	C820003Q	Q	01-002	0700051204	8/15/07	9/12/07	Yes	50CY
1-4	C820004V	V	01-002	0700051206	8/16/07	9/13/07	Yes	168CY
Design Mix No. 07-0934			Class: <u>Class IV</u>					
Project: 10000010301								
160F								
2	CC40002Q	Q	01-002	0700051208	8/23/07	8/23/07	Yes	25CY
3	CC40003Q	Q	01-002	0700051209	8/24/07	8/24/07	Yes	25CY
160L								
2	CC40002Q	Q	01-002	0700051212	8/23/07	9/20/07		25CY
3	CC40003Q	Q	01-002	0700051213	8/24/07	9/21/07		25CY

Number of Rows on Report: 28

sample_no_lot_noVS.rpt b6/bb 3/20/07

LEGEND: QC=Quality Control

Sample Levels: Q=Quality Control, V=Verification, IV=Independent Verification

Material ID 004L
Section 120 - Excavation and Embankment

Test Method	Description	QC	VT
AASHTO T99	Standard Proctor	1 per soil type	1 per soil type
AASHTO M145	Classification of Soils	1 per soil type	1 per soil type
AASHTO T88	Particle Size Analysis - By Wash Only	1 per soil type	1 per soil type
*AASHTO T89	Liquid Limit	1 per soil type	1 per soil type
AASHTO T90	Plastic Limit	1 per soil type	1 per soil type
FM1-T267	Organics	Engineer's Option	Engineer's Option

*NOTE: T89 is required when the material has a plastic limit.

Sample Numbering Sequence▶

A001Q, A001V, A001I

When Limerock is used in lieu of embankment follow specification Section 120, Material ID 004L.

Material ID 092L
Section 548 - Retaining Wall Systems

*When entering test results for material number 092L , the regular T-88 gradation test should be killed and the T88-SP548 test added. This test will give the proper sieves to meet the Specification 548 gradation requirements.

Test Method	Description	QC	VT
FM1-T180	Modified Proctor	1 per soil type	1 per soil type
AASHTO M145	Classification of Soils	1 per soil type	1 per soil type
AASHTO T88	Particle Size Analysis - By Wash Only	1 per soil type	1 per soil type
*AASHTO T89	Liquid Limit	1 per soil type	1 per soil type
AASHTO T90	Plastic Limit	1 per soil type	1 per soil type
FM1-T267RAW/AVG	Organics	1 per soil type	1 per soil type
FM 5-550A	PH - no metal	1 per soil type	1 per soil type
FM 5-550B	PH - metal	1 per soil type	1 per soil type
FM 5-551	Resistivity of soil & water	1 per soil type	1 per soil type
FM 5-552	Chloride in soil & water	1 per soil type	1 per soil type
FM 5-553	Sulfate in soil & water	1 per soil type	1 per soil type

*NOTE: T89 is required when the material has a plastic limit.

Sample Numbering Sequence▶

ARE01Q, ARE01V, ARE01I

**Material ID 440
Section 914 - Materials for Subgrade Stabilization**

Test Method	Description	QC	VT
AASHTO T88 (also 3.5 & No. 4 sieves)	T88-SP914		
*AASHTO T89	Particle Size Analysis (Soil) - By Wash Only		2 per mile
AASHTO T90	Liquid Limit		2 per mile
FM1-T267RAW/AVG	Plastic Limit		2 per mile
	Organics		2 per mile

*NOTE: T89 is required when the material has a plastic limit.

Sample Numbering Sequence ▶

A001V, A001I

Material ID 020L

Section 160 - Stabilizing

Test Method	Description	QC	VT	LV (See *Note below)
FM1-T180	Modified Proctor	1 per 2 consecutive lots	1 per 8 consecutive lots	
AASHTO M145	Classification of Soils	1 per soil type	1 per soil type	
AASHTO T88	Particle Size Analysis - By Wash Only	1 per 2 consecutive lots	1 per 8 consecutive lots	
*AASHTO T89	Liquid Limit	1 per 2 consecutive lots	1 per 8 consecutive lots	
AASHTO T90	Plastic Limit	1 per 2 consecutive lots	1 per 8 consecutive lots	
FM 5-515	LBR *	1 per 2 consecutive lots		1 per 8 consecutive lots
FM1-T267	Organics	Engineer's Option	Engineer's Option	

*NOTE: T89 is required when the material has a plastic limit.

Sample Numbering Sequence ▶

A001Q, A002Q, etc.

*LV Note: The verification LBR sample is an independent sample and not tested from the same sample as the remaining tests. Sample number corresponds with the lot the sample was taken from with the addition of the L. A006LV, etc. (ONLY TEST REQUIRED IS LBR)

Example:

QC Sample #	Lots represented	VT sample #
A001Q	1-2	
A002Q	3-4	A002V
A003Q	5-6	A006LV
A004Q	7-8	

VT sample from lot 3 and VT LBR sample from lot 6.

When Limerock is used in lieu of subgrade (material from approved mine) follow specification Section 200 (405L Material), but use material ID 020L for coding and payment.

Existing limerock, with approval, used in lieu of subgrade has to meet LBR of 100

Material ID 405L
Section 200 - Rock Base (Limerock)

Test Method	Description	QC	VT
FM 1-T180	Modified Proctor	1 per 8 consecutive lots	1 per 16 consecutive lots
*AASHTO T89	Liquid Limit	Engineer's Option	Engineer's Option
AASHTO T90	Plastic Limit	Engineer's Option	Engineer's Option
FM 5-514	Carbonate		1 per source per project

*Run No. 3 1/2 and No. 4 sieves - Report with modified proctor in LIMS

*NOTE: T89 is required when the material has a plastic limit.

Sample Numbering Sequence ▶

A001Q, A001V, A001I

Material ID 421L
Section 915 - Cemented Coquina Shell Material

Test Method	Description	QC	VT
FM 1-T180	Modified Proctor	1 per 8 consecutive lots	1 per 16 consecutive lots
*AASHTO T89	Liquid Limit	1 per 8 consecutive lots	1 per 16 consecutive lots
AASHTO T90	Plastic Limit	1 per 8 consecutive lots	1 per 16 consecutive lots
FM 1-T011	Sieve Analysis (-200)	1 per 8 consecutive lots	1 per 16 consecutive lots
FM 5-514	Carbonates		1 per source per project

*Run No. 3 1/2 and No. 4 sieves - Report with modified proctor in LIMS

*NOTE: T89 is required when the material has a plastic limit.

Sample Numbering Sequence ▶

A001Q, A001V, A001I

Material ID 054L
Section 283 - Reclaimed Asphalt Pavement Base

Test Method	Description	QC	VT
FM 1-T180	Modified Proctor	1 per 8 consecutive lots	1 per 16 consecutive lots

*Run No. 3 1/2 and No. 4 sieves - Report with modified proctor in LIMS

Sample Numbering Sequence ▶

A001Q, A001V, A001I

Geneva Clarke/Geralynn Morgan

Overview of Compliance –
EEO, DBE, OJT,
Wages/Payrolls
Non-Compliance
Communication – Letters
Rental Agreements
Monitoring

Section 1.1

OVERVIEW

→ 1.1.1 Background

The Florida Department of Transportation, a recipient of funds for the construction of highways and bridges, is required to ensure EEO contract compliance on all highway construction projects. Contractors who participate on FDOT contracts are required to comply with certain Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), On the Job Training (OJT) and Wage Rate Special provisions to be eligible for participation. An extensive review of the program began in the year 2000 to improve the program's efficiency, effectiveness and provide clear guidance to all stakeholders. This work book is designed to assist contractors in complying with the required specifications.

→ 1.1.2 Authority

23 CFR Highways, Sections 230 (a), (b), (d) requires assurances from States that no person in the United States shall, on the grounds of race, color, national origin or sex be excluded from participation or denied the benefits of or otherwise subjected to discrimination under any program or activity for which the recipient receives assistance from the US Department of Transportation, including the Highway Administration.

23 CFR 230.111 prescribes State agency requirements for an On the Job Training program for all Federal Aid Highway construction contracts. Other Regulations governing State compliance programs include: Title VI of the Civil Rights Act of 1964, Federal Aid Required Contract Provisions (known as FHWA Form 1273), and the Davis Bacon Act, the Copeland Act and the Contract Work hours and Safety Standards Act.

FDOT Standard Specifications for Road and Bridge Construction, Section 9, Measurement and Payment, FHWA Form 1273, 23 CFR Part 230 and 49 CFR Part 26 authorize FDOT to take sanctions for the condition/state of non compliance.

→ 1.1.3 Scope

Contractors of highway and bridge construction contracts are subject to EEO Construction Contract Compliance. The main elements of the compliance program are:

- Disadvantaged Business Enterprise (DBE) Utilization
- Equal Employment Opportunity and Affirmative Action (EEO/AA)
- On the Job Training (OJT)
- Wages and Payrolls

Specific contract characteristics such as funding, contract days, contract dollars, subcontract amount, etc. determine which program elements apply to which contracts.

→ 1.1.4 Government Agency Responsibilities

Multiple government agencies have responsibilities for and interest in the various elements of the construction contract compliance program.

The Federal Highway Administration (FHWA) approves the FDOT's compliance program, reviews overall compliance activity thru specified periodic reports, reviews individual contracts and/ or contractors as deemed appropriate, etc.

The US Department of Labor (USDOL), Wage and Hour Division, oversees wages and payrolls, including payroll deductions. The USDOL Office of Contract Compliance (OFCCP) oversees discrimination and requires contractors to take affirmative action. Agents of the USDOL may visit project sites, observe or interview workers at will, and inspect documents related to the above matters.

The U.S. Equal Employment Opportunity Commission (EEOC) investigates charges of discrimination or harassment filed by project workers.

→ 1.1.5 FDOT Responsibilities

Under the FDOT's Office of Administration, the Equal Opportunity Office (EOO) is responsible for the development and monitoring of policies and procedures that provide assurances to the Federal Highway Administration.

Under each District Construction Office, District Contract Compliance Managers (DCCM's) are responsible for the day to day administration of the contract compliance program. Resident Compliance Specialists (RCS) monitor contract compliance at the project level.

FDOT's State Construction Office is responsible for the administration of the Davis Bacon Act requirements relating to wage rates. That Office's Prevailing Wage Rate Coordinator establishes policies and procedures pertaining to that requirement; Districts are responsible for the day to day project administration of wages.

→ 1.1.6 Prime Contractor Responsibilities

The Prime Contractor is responsible for compliance by any subcontractor or lower tier subcontractor.

→ 1.1.7 Training

The District Contract Compliance Managers and the Equal Opportunity Office provide training to contractor personnel as well as compliance staff regarding the requirements of the FDOT construction compliance program.

1.1.8 How to Use the Workbook and Associated Documents

Chapters one through six (1-6) of the Construction Contract Compliance Workbook describes the compliance program requirements. The Workbook includes instructions for completing compliance program forms and identifies other documents used in the program. (e.g. posters).

Chapter seven (7) identifies all forms and documents for each program area. Forms are subject to update and are not included in the Workbook. The forms should be downloaded and printed for use in conjunction with this Workbook.

1.1.9 Disclaimer

The information in this Construction Contract Compliance Workbook was compiled by the FDOT with the cooperation of the construction industry, and others. This information is intended to be used exclusively on Florida Road and Bridge Construction.

This Workbook is intended as a general reference but should not be solely relied upon for matters of personnel, payroll or contract administration. Contractors are directed to consult with legal counsel of their choice regarding such matters.

Section 1.2

DEFINITIONS

1.2.1 Scope

This Section is intended as an initial reference for understanding Contract Compliance laws, regulations and terminology. Statements are deliberately brief. Although pertinent to the Construction Contract Compliance Program, the full scope of laws and secondary definitions are excluded from this Section.

1.2.2 Laws & Regulations

23 CFR 140: Prescribes the policies, procedures, and guidance to develop, conduct, and administer supportive services assistance programs for minority, disadvantaged, and women business enterprises.

28 CFR 35: Prohibits discrimination on the basis of disability by public entities.

29 CFR 1630: Regulates implementation of the Equal Employment provisions of ADA

29 CFR, Part 3 (Copeland “Anti-Kickback” Law) Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c) - All contracts in excess of \$2,000 shall comply with the provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which (s) he is otherwise entitled.

40 USC 276 [a] (Davis-Bacon Act of 1931) Under the provisions of the Act, contractors or their subcontractors are to pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character. The Davis-Bacon Act directs the Secretary of Labor to determine such local prevailing wage rates which can be found in a document named “General Decision Number”.

41 CFR 60: The purpose of the regulations in this part is to achieve the aims of parts II, III, and IV of Executive Order 11246 for the promotion and insuring of equal opportunity for all persons, without regard to race, color, religion, sex, or national origin, employed or seeking employment with Government contractors or with contractors performing under Federally assisted construction contracts.

41 CFR 60.1: Clarifies the existing requirement that a non-exempt construction contractor's total construction workforce is covered under 41CFR 60 even though some employees may perform work on non- or non-federally assisted contracts.

40 USC 327-333 (Contract Work Hours and Safety Standards Act) Where applicable, all contracts awarded in excess of \$2,000 for construction contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Subparts 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Subsection 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Subpart 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous.

42 USC 12101: Regulates Equal Opportunity for individuals with disabilities.

49 CFR 23 and 26: Regulates participation by Disadvantaged Business Enterprises in Department of Transportation Programs.

Equal Pay Act of 1963: A law, which requires equal pay between the sexes on jobs that are equal in skill, effort, and responsibility.

Equal Pay Act of 1976 (EPA): To prohibit discrimination on account of sex in the payment of wages by employers engaged in commerce or in the production of goods for commerce.

Executive Order 11246: Bans discrimination and requires contractors and subcontractors to take affirmative action to ensure that all individuals have an equal opportunity for employment, without regard to race, color, religion, sex, national origin, disability or status as a Vietnam era or special disabled veteran.

Rehabilitation Act of 1973: Prohibits job discrimination because of disabilities and requires affirmative action to employ and advance in employment qualified individuals with disabilities who with reasonable accommodation can perform the essentials of a job.

Title I of the Americans with Disabilities Act (ADA) of 1990: Prohibits employment discrimination against qualified individuals with disabilities.

Title VI of the Civil Rights Act Of 1964: Prohibits discrimination on the basis of race, color, or national origin in all programs or activities receiving federal funding.

Title VII of the Civil Rights Act of 1964 (and as amended): Prohibits employment discrimination based on race, color, religion, sex and national origin

Title VIII of the Civil Rights Act of 1964 (and as amended): That portion of the Civil Rights Act of 1968 (also known as the Fair Housing Act), as amended by the Housing and Community Development Act of 1974 and the Fair Housing Amendments Act of 1988, which prohibits discrimination in the sale, lease, rental, advertising, financing, and brokerage services of housing and real property based on race, color, religion, sex, national origin, disability, or familial status.

Vietnam Era Veterans Readjustment Assistance Act of 1972, (38 USC 4212) Prohibits discrimination and requires affirmative action to employ and advance in employment qualified Vietnam era veterans and qualified disabled veterans.

1.2.3 Glossary

Adverse Impact: The selection of protected-class members at a rate lower than that of other groups. A selection rate for any race, sex, or ethnic group which is less than four-fifths (4/5 or 80%) of the rate for the group with the highest rate will generally be regarded by the enforcement agencies as evidence of adverse impact.

Affected Class: A group of individuals who have been denied equal employment opportunities or benefits, as a result of discriminatory practices or policies. Evidence of the existence of an affected class requires identification of the discriminatory practices, identification of the effects of the discrimination, and identification of those suffering from the effects of the discrimination.

Affirmative Action: Specific actions in recruitment, hiring, upgrading and other areas designed and taken for the purpose of eliminating the present effects of past discrimination, or to prevent discrimination. Affirmative action achieves, maintains or leads to equal employment opportunity.

Affirmative Action Program (AAP): A written positive management tool of a total equal opportunity program indicating the action steps for all organizational levels of a contractor to initiate and measure equal opportunity program progress and effectiveness.

Affirmative Recruitment: Special targeted and focused recruitment efforts undertaken to assure that qualified minorities and females are well represented in the applicant pool for positions to be filled.

Age Discrimination In Employment Act of 1967 (ADEA): protects individuals forty years of age or older except where age is a bona fide occupational qualification or where the person is a key executive or policy-maker and meets other criteria.

American Indian-Alaskan Native: A person with origins in any of the original peoples of North America who maintains cultural identification through tribal affiliation or has community recognition as an American Indian or Alaskan Native.

American Indian or Alaskan Native(not Hispanic or Latino): (USEEOC Revision effective 2008). A person having origins in any of the original peoples of North and America (including Central America) and who maintain tribal affiliation or community attachment

Applicant: One who is seeking work and conforms to the employer's policy definition of an "applicant". An employer's definition of applicant, for example, may be limited to include only those who submit a completed company employment application

Applicant Log: A record of applicants for employment detailing each applicant's name, date of application, referral source, position applied for, race and sex. The status of the applicant is also recorded.

Applicant Flow: The number of applicants for employment for a given job over a stated period of time.

Applicant Pool: The collection of candidates from which an employer selects persons to fill available positions.

Apprentice: A person employed and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with the State Apprenticeship Agency, recognized by the Bureau, or a person in the first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

Asian (not Hispanic or Latino): (USEEOC Revision effective 2008). A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam

Asian or Pacific Islander: Persons having origins in any of the original peoples of the Far East, Southeast Asian, the Indian Subcontinent or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa and on the Indian subcontinent, includes India, Pakistan, Afghanistan, Bangladesh, Sri-Lanka, Nepal, Sikkim and Bhutan.

Banking: Trainees completed in excess of contract requirements in which the contractor wishes to hold in reserve for utilization for credit on another project. Training may occur on state funded projects for banking purposes.

Banking Certificate of Training: Certificate issued as verification that the contractor has banked credit for completion of training in excess of contract requirements.

Department: The state highway agency (Florida Department of Transportation) charged by its laws with the responsibility for highway construction. The term "state" is considered equivalent to State Highway agency.

Black (Not of Hispanic Origin): Persons having origins in any of the Black racial groups of Africa.

Black or African American (Not of Hispanic Origin): (USEEOC Revision effective 2008). Persons having origins in any of the Black racial groups of Africa.

Bona Fide Occupational Qualification (BFOQ): A qualification established by the employer that is required in order to be able to perform the duties of a particular job.

Calendar Day: Every day shown on the calendar, ending and beginning at midnight.

Certification: The Contractors sworn statement that the company has complied with the Equal Opportunity Special Provisions requirements for Federal Aid Construction projects.

Certificate of Training: Certificate issued as verification of the trainee's successful completion of the training requirements for the classification in which training occurred. Also known as a "Graduation Certificate".

Civil Rights Act of 1964: The nation's first comprehensive law making it illegal to discriminate on the basis of race, color, religion, sex, and national origin. Title VII of that law, which is enforced by the Equal Employment Opportunity Commission, is specifically aimed at discrimination in employment.

Clerical: A Job Category on the FDOT EEO Report, which includes personnel performing all clerical/administrative type work regardless of level of difficulty, and regardless of where the activities are performed (field site or office). Job classifications typically included are bookkeepers, typists, clerks, accounts receivables/ payables, etc.

Collective Bargaining Agreement: A written contract between an employer and a labor union, for a definitive period of time, spelling out conditions of employment, wages, hours of work, rights of employees as well as rights of the union, and procedures to be followed in settling disputes.

Complainant: The person(s) who files a complaint.

Complaint: A formal (written) employment discrimination charge filed in accordance with the company policy or Equal Employment Opportunity Commission (EEOC)

guidelines or Florida Commission on Human Relations (FCHR) guidelines, which allege a violation of state and/or civil rights laws.

Compliance: A contractor's status when fully meeting the requirements and obligations imposed by the contract provisions and the state highway department pertaining to Equal Employment Opportunity, Disadvantaged Business Enterprise, On-the-Job Training, Wages and Payrolls and their implementing laws and regulations.

Concentration: Preponderance of persons by race, sex and/or race and sex combination.

Contract: A legally binding agreement between the parties (FDOT and the prime contractor).

Contract Time: The number of calendar days allowed for completion of the contract work, including authorized time extensions.

Contractor: The individual, firm, joint venture, or company contracting with the Department to perform the work.

- A) Prime Contractor: A company having a contract with the FDOT.
- B) Subcontractor: A company having a contract with a Prime Contractor or Subcontractor regardless of tier.
- C) Tier indicates that a company is subordinate to another company on the contract. A subcontractor is first tier to the prime. A company that subcontractor engages is "2nd Tier", and if they in turn engage another Company, that Company is "3rd Tier".

Corrective Action Plan: A contractor's unequivocal written and signed commitment outlining actions taken or proposed, with time limits and goals, where appropriate to correct, compensate for, and remedy each violation of the equal opportunity requirements as specified in a list of deficiencies. (Sometimes called a conciliation agreement or a letter of commitment).

Craft Workers: Hourly paid workers exercising independent judgment and performing jobs of relatively high skill level based on extensive training. Includes all those in the construction trades, as well as hourly paid supervisors and lead operators. The EEO Categories included in CRAFT WORKERS are Equipment Operators, Mechanics, Truck Drivers, Ironworkers, Carpenters, Cement Masons, Electricians, Pipe Fitters, Pipe Layers, Painters, and Semi Skilled Laborers.

Culture: The customs, skills, arts, language and other related behaviors of a people that set them apart as a distinct group or society.

Day Labor Agencies: A staffing agency which employs and places workers in day to day jobs at client sites.

Disadvantaged Business Enterprise (DBE): A for profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals and (2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

Discrimination: A distinction in treatment based on race, color, religion sex, national origin or disability.

Deficiency: A shortfall, insufficiency, lack or void regarding the equal opportunity requirements of the contract and/or the FDOT Construction Compliance Program.

Disparity: Inadequate representation of minorities and / or women in a work force or applicant pool.

Diversity: The employment of women and minorities in each job category and in classifications typical of the workforce.

Economically Disadvantaged: Individual determined to be below or at poverty level as determined by the following; (1) Certification from the Florida State Employment Service and/or Joint Training Partnership Act Program or (2) Prior year unemployment verification using a W-2 or other income tax data reflecting the person's economic status (or) AFDC (Aid for Families with Dependant Children) Recipient Verification (or) Other public services established to enhance family economics verification.

Employment Discrimination: Any action associated with employment, which denies equal treatment or opportunity to an individual, or group of individuals, as compared to others similarly situated, based on race, color, disability, sex or other protections.

Employment Practice: Recruitment, hiring, and selection practices, transfer or promotion policies, and other provisions or functions associated with the employer's employment or selection process, which contributes, intentionally or not to the analysis, screening hiring and/or upgrading of employees.

Equal Employment Opportunity (EEO): The absence of partiality or distinction in employment treatment so that the right of all persons to work and advance on the basis of merit, ability, and potential is maintained.

Equal Employment Opportunity Commission (EEOC): An independent commission created by the Civil Rights Acts of 1964, as amended, which is responsible for enforcing Title VII. The EEOC may bring suit, subpoena witnesses, issue guidelines which have the force of law, render decisions, and provide technical assistance to employers and legal assistance to Complainants.

Equal Employment Opportunity Officer (EEO Officer): The person appointed the responsibility for effectively administering and promoting a company's active Equal

Employment Opportunity Program and ensuring that the company's policy, plan and program are being carried out

Ethnic Group: A group identified on the basis of religion, color, or national origin.

FDOT: The Florida Department of Transportation; also abbreviated as DOT.

Employer Identification Number or FEID Number: This is a nine-digit number the Internal Revenue Service assigns to legal entities (e.g. a corporation, partnership, or sole proprietorship). This number is used by that entity to identify itself in reporting to the IRS, the Social Security Administration and to the FDOT EOR System.

Federally or Federally Assisted Construction Contract: Any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the government or borrowed on the credit of the government pursuant to any program involving a grant, contract, loan, insurance or guarantee under which the applicant itself participates in the construction work.

FHWA: The Federal Highway Administration is a division of the U.S. Department of Transportation and is responsible for setting policies, writing procedures, and providing oversight, guidance and direction to State Departments of Transportation receiving funds.

Florida Commission on Human Relations (FCHR): The state commission responsible for investigating employment discrimination charges filed in accordance with Chapter 760, F. S.

Foremen/Forewomen: A Job Category on the FDOT EEO Report which includes salaried or hourly paid employees primarily responsible for the work of craft and/or laborer personnel on construction projects.

Good-Faith Efforts: Affirmative action measures designed to implement the established objectives of an Affirmative Action Plan.

Graduation: Action requested by the prime contractor when a trainee completes all training requirements. Graduation is based upon satisfactory completion of Proficiency Demonstrations set up as milestones in each specific training classification, completion of the minimum hours in a training classification range and the employer's satisfaction that the trainee does meet journeyman status in the classification of training.

Handicapped or Disabled Individual(s): Any person who: (a) has a physical or mental impairment which substantially limits one or more of such person's major life activities; (b) has a record of such an impairment; or (c) is regarded as having such an impairment. Persons with certain drug and/or alcohol abuse situations are excluded from this definition.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race. Excludes persons of Portuguese descent or persons from Central or South America not of Spanish origin or culture.

Hispanic or Latino: (USEEOC Revision effective 2008). A person of Cuban, Mexican, Puerto Rican, South or Central American or other Spanish culture or origin, regardless of race.

Inspector: An authorized representative of the engineer, assigned to make official inspections of the materials furnished and of the work performed by the contractor.

Job Category (or EEO Job Category): Broad categories to which individual job classifications are assigned for reporting purposes.

Journeyman/Journeywoman: One who is able to perform all of the tasks of their trade or occupation. Includes those who have graduated from formal apprenticeship or formal on-the-job training programs such as the FDOT/FTBA program.

Lack of Diversity: Homogeneous grouping void of persons reflective of the available workforce.

Minority (or Minorities): Persons of Black, Hispanic, Asian or Pacific Islander, American Indian or Alaskan Native races. The term may mean these groups in the aggregate or an individual group.

National Origin: Pertains to one's origin based on birthplace, ancestry, culture or linguistic characteristics common to a specific ethnic group. National origin may be expressed as a country (e.g. Nigeria, China, Jamaica or as a continent or geographical area (e.g. African, Asian, Caribbean).

Native Hawaiian or Other Pacific Islander (not Hispanic or Latino) (USEEOC Revision effective 2008). A person having origins in any of the peoples of Hawaii, Guam, Samoa or other Pacific Islands.

Non-Compliance (or Violation): Failure to (a) conform with compliance related requirements of the contract and/or (b) failure to meet the requirements of the FDOT Compliance program in the time period(s) required; and/or (c) timely submittals, which, upon review, evidence a lack of conformity with program requirements. Non-compliance pertains to EEO, DBE, OJT and payrolls/wages.

Office of Contract Compliance Programs (OFCCP): OFCCP has the responsibility of assuring that employers doing business with the Government comply with the equal employment opportunity (EEO) and affirmative action provisions of their contracts. OFCCP is part of the U.S. Department of Labor's Employment Standards Administration.

Officials (Managers): A Job Category on the FDOT EEO Report which includes personnel who set broad policies, exercise overall responsibility for the execution of these policies and direct individual departments or sections of a business' operations. Typically includes, but may not be limited to officers of the company, executives, middle managers, department managers, etc.

Parity: The percentage of minorities and women in the workplace mirrors the percentages of minorities and women in the available workforce.

Proficiency Demonstration: The actual performance of work by a trainee in the presence of an FDOT/CEI observer and contractor's representative prior to graduation. Upon determination by the contractor that the trainee has reached journeyman/journeywoman status, the trainee should demonstrate a minimum of 3 pre-established essential proficiencies for the classification in which training has occurred. The proficiency demonstration must occur prior to graduation and be evaluated at a single demonstration.

Promotion: A personnel action, which results in a employee moving to a position requiring higher skill, knowledge, or ability and usually involving greater pay or title.

Project Workforce: Employees working at the physical location of a construction project.

Recruiting Source: Any person, organization or agency used to refer or provide workers for employment consideration.

Race: A group of people united or classified together on the basis of history, nationality, or geographical distribution.

Rehire: To hire a formerly employed person.

Retaliation: The act of discriminating against a person due to their filing of an employment discrimination charge or testifying, assisting, or participating in any manner in such a charge.

Segregated Facilities: Facilities belonging to or used in the course of business by an employer which provide different or separate accommodations for members of one race or sex than those provided others. Separate lavatories, lockers, showers, and other personal facilities for men and for women are not considered segregated facilities.

Sex Discrimination: Discriminatory or disparate treatment of an individual due to their sex.

Sexual Harassment: Unwelcome sexual advances, requests for sexual favors, and other written, verbal or physical conduct of a sexual nature constitute sexual harassment when:

- A) Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
- B) Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual;
- C) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual Harassment is inclusive of unwelcome heterosexual and homosexual advances.

Special Provision: Specific clauses adding to or revising the Standard Specifications, setting forth conditions varying from or additional to the Standard Specifications for a specific project.

Show Cause Notice: A written notification to a contractor based on the determination of the reviewer (or in appropriate cases by a higher level of authority) to be in noncompliance with the equal opportunity requirements. The notice informs the contractor the specific basis for the determination and provides the opportunity, within 30 days from receipt, to present an explanation why sanctions should not be imposed.

Supportive Services: Those services provided in connection with approved on-the-job training programs for highway construction workers and highway contractors which are designed to increase the overall effectiveness of training programs through the performance of functions which are not generally considered as part of actual on-the-job craft training.

Supervisors: Employees primarily responsible for the work of other employees.

Temporary Employment Agency: A staffing agency which employs and places workers in temporary jobs at client work sites for a limited period of time.

Termination: When an employee leaves employment voluntarily or involuntarily.

Terms and Conditions of Employment: This phrase includes all aspects of the employment relationship between an employee and their employer including, but not limited to, compensation, fringe benefits, leave policies, job placement, physical environment, work-related rules, work assignments, training and education, opportunities for promotion, etc. and maintenance of a nondiscriminatory working environment.

Timetable: A specified time frame, required in all affirmative action plans and programs within which an employer seeks to achieve specific commitments.

Trainee: A trainee is one who has not previously worked in or been paid as a journeyman in the classification for which they are to be trained and has not previously completed such a program.

Training Classification: A craft in which a trainee receives on-the-job training, whether through an apprenticeship program or other programs approved or accepted by the FHWA.

Two or More Races (not Hispanic or Latino): (USEEOC Revision effective 2008). A person who identifies with more than one of the other races.

Classification: A craft in which a trainee receives on-the-job training, whether through an apprenticeship program or other programs approved or accepted by the FHWA.

Unskilled Laborers: An employee who works under close supervision and perform basic tasks that are learned in a few days or hours. Unskilled laborers lift, dig, load, pull ,etc and operate no equipment and use no tools.

Wage Rate Decision: Minimum hourly rate and fringe benefit rate for individual job classifications for a specified type of work.

White (Not of Hispanic Origin): Persons having origins in any of the original peoples of Europe, North Africa or the Middle East.

Women: Adult Females

Workforce: The total number of people employed in a company.

Workplace: Where work is performed, may include, work sites, properties, buildings, offices, structures, automobiles, trucks, trailers or other means of conveyance (private or public, while engaged in performance of duties), and parking areas, whether owned, leased or rented.

Working Day: The period of time in a day during which the contractor is expected to work.

Overview of Compliance

Compliance consists of:

- Equal Employment Opportunity / Affirmative Action (EEO/AA)
- Disadvantage Business Enterprise (DBE)
- On-The-Job Training (OJT)
- Wages and Payrolls

Responsibilities of the RCS':

- Items above
- Bulletin Board Checks monthly on Federal Aid Jobs
- Conduct Interviews:
 - EEO
 - Labor
 - OJT
- Check payments to DBE's in Bizweb
- Monitor DBE Availability Goal

Non Compliance Communication:

- Flow charts explaining procedure that RCS must follow when issuing letters.
- Letters of Notice of Delinquency, Deficiency Warning Letters, and Deficiency Letters.
- CPPR can be effected by theses letters

Communication is vital with all project personnel

- Please let the RCS know when a subcontractor is starting or finished.

Final CPPR

- Please send an email to the RCS to find out if the Contractor met the DBE goal.
- Goal is on the Bid Blank and if that is blank the goal is 8.1% (Overall Statewide availability)

Conducting Interviews:

- EEO – highlighted in orange
- Labor – highlighted in green

The District Office approves OJT Schedule and Proficiency Standards after the Project Administrator has approved the.

- The PA, Contractor and RCS will get scanned copies of the OJT Paperwork.

Contract Administrations Update Training
January 2008

- PA to review the OJT schedule and Proficiency Record and sign before giving to RCS to send to the District.
- Observation of trainee - must demonstrate proficiently all standards listed in section 2. If not further training is needed.

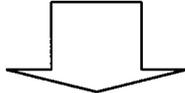
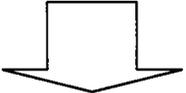
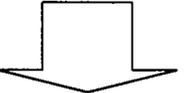
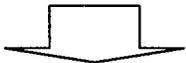
Progress Meetings

- Please remind the contractor that if a new DBE Subcontractor is going to start that a revised Anticipated DBE Participation Statement should be issued.
- If supplier is a DBE – 60% of the amount can also be put towards the goal.
- If a sub tier is a DBE – revised the Anticipated DBE Participation Statement to reflect this.

Have inspectors list all of the company names of the trucks on the dailies in Site Manager. Not just the number

Rental Agreements are in the process of being updated on the website. It is important to have them scanned, put into hummingbird and sent to the District Office.

Table 1.6.5.1 Summary of Non Compliance Communications

	Basis of Non Compliance		
	DBE-EEO-OJT: Non Compliance With Requirements	Non Receipt Of Payroll	Payroll Violation
Issue What?	Notice of Delinquency for Non Compliance Letter	Notice of Delinquency for Non Compliance Letter	Payroll Violation Form (#700-010-59) Including Notice and Intent to Withhold
Issue When?	See Table 1.6.5.3 for dates	Any Day of Month	Any Day of Month
Issue How Many Each Month?	One	Any Number	Any Number
When is the data due?	See Table 1.6.5.3 for dates	1 st , 10 th or 20 th Day of Month (RCS' decision)	20 days following receipt of Payroll Violation
Continued Non-Compliance			
Issue What?	Performance Deficiency Warning Letter Including Notice of Intent to Withhold Monthly Progress Estimate		@ Performance Deficiency Warning Letter Including Notice of Intent to Withhold Monthly Progress Estimate
Issue When?	See Table 1.6.5.3 for dates		
Issue How Many Each Month?	One		
When is the data due?	Se Table 1.6.5.3 for dates		
Continued Non Compliance			
Issue What?	Performance Deficiency Letter Including Notice of Payment Withholding		
Issue When?	See Table 1.6.5.3 for dates		
Issue How Many Each Month?	One		
When is the data due?	Contractor's discretion		
When is Payment Released	Upon receipt and verification of data		

Footnotes:

@	Issuance of the letter is optional; depending on compliance history of contractor
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Table 1.6.5.3 Dates of Non-Compliance Communications

2008 Compliance Periods	Notice of Delinquency For Contract Compliance		Performance Deficiency Warning Letter and Intent to Withhold		Performance Deficiency Letter And Notice of Withholding		Monthly Progress Estimate			
	(Notice)		(WDL)		(DL)					
	Dates are adjusted for Early Estimate Cut Offs due to Holidays									
	Issue 6 Business days (BD) after 20 th Submit 6 BD after Issue Date		Issue 5 Business Days (BD) Before Submit By Date Submit last BD before Cut Off		Issue 1 st BD after Cut Off					
Issue Date	Submit by Date	Issue Date	Submit by Date	Issue Date	Estimate For Month & Year	Cut Off for this Estimate Payment				
Dec 1-31,2007	12/21/07	1/03/08	1/04/08	1/11/08	1/14/08	Jan 2008	1/20/08			
Jan 1-31, 2008	1/28/ 08	2/7/08	2/ 8/08	2/15/08	2/18/08	Feb 2008	2/17/08			
Feb 1-29, 2008	2/28/08	3/6/08	3/7/ 08	3/14/08	3/17/08	Mar 2008	3/16/08			
Mar 1-31, 2008	4/2/08	4/10/08	4/11/08	4/18/08	4/ 21/08	Apr 2008	4/20/08			
Apr 1-30, 2008	5/1/08	5/8/08	5/ 9/08	5/16/08	5/ 19/08	May 2008	5/18/08			
May 1-31 2008	5/29/08	6/5/08	6/6/08	6/13/08	6/16/08	Jun 2008	6/15/08			
Jun 1-30, 2008	6/25/08	7/2/08	7/3/08	7/11/08	7/14/08	July 2008	7/13/08			
July 1-31, 2008	7/30/08	8/7/08	8/8/08	8/15/08	8/18/08	Aug 2008	8/17/08			
Aug 1-31, 2008	9/2/08	9/11/08	9/12/08	9/19/08	9/22/08	Sept 2008	9/21/08			
Sep 1-30, 2008	10/1/08	10/9/08	10/10/08	10/17/ 08	10/20/08	Oct 2008	10/19/08			
Oct 1-31,2008	10/29/08	11/5/08	11/6/08	11/14/ 08	11/17/08	Nov 2008	11/16/08			
Nov 1-30,2008	11/24/08	12/4 /08	12/5/08	12/12 /08	12/15/08	Dec 2008	12/14/08			
Dec 1-31,2008	12/29/08	1/8/09	1/9/09	1/16/09	1/20/09	Jan 2009	1/18/09			

Table 5.1.2 Estimate of Trainees Based on Contract Amount

Estimated Contract Amount	Estimated Trainees Required
Under \$1,000,000	0
Over \$1,000,000 to \$3,000,000	2
Over \$3,000,000 to \$5,000,000	3
Over \$5,000,000 to \$10,000,000	5
Over \$10,000,000 to \$15,000,000	7
Over \$15,000,000 to \$20,000,000	9
Over \$20,000,000 to \$25,000,000	12
Over \$25,000,000 to \$30,000,000	13
Over \$30,000,000 to \$35,000,000	14
Over \$35,000,000 to \$40,000,000	15
Over \$40,000,000 to \$45,000,000	16
Over \$45,000,000 to \$50,000,000	17
Over \$50,000,000 to \$55,000,000	18
Over \$55,000,000 to \$60,000,000	19
Over \$60,000,00, to \$65,000,000	20
Over \$65,000,000 to \$70,000,000	21
Over \$70,000,000 to \$75,000,000	22
Over \$75,000,000 to \$80,000,000	23
Over \$80,000,000 to \$85,000,000	24
Over \$85,000,000 to \$90,000,000	25
Over \$90,000,000 to \$95,000,000	26
Over \$95,000,000 to \$100,000,000	27
*One additional trainee per \$5,000,000 of estimated construction contract amounts over \$20,000,000.	

Table 6.4.3
Minimum Number of Monthly Employee Labor/EEO Interviews

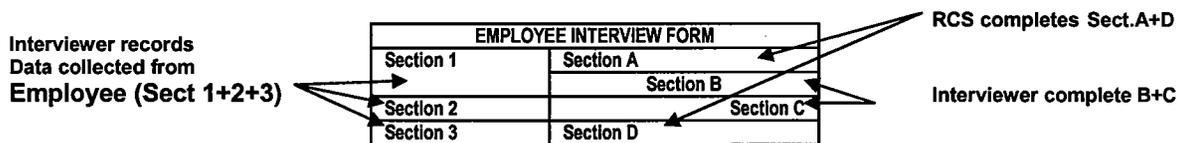
Original Contract Amount	Required Minimum Number of Interviews per Month
Under \$ 1,000,000	2
Over \$1,000,000 - \$3,000,000	3
Over \$3,000,000 - \$5,000,000	4
Over \$5,000,000 - \$10,000,000	5
Over \$10,000,000 - \$15,000,000	6
Over \$15,000,000 - \$20,000,000	7
Over \$20,000,000	8

.6.4.4 Directions for Completing the Employee Interview Report - Labor/EEO Compliance (Form No. 700-010-63)

GENERAL

Data is collected by observing and communicating with project workers and it is recorded on this form to assist in determining EEO and payroll compliance.

On the left side (Sections 1, 2, and 3) the Interviewer records data collected from the employee. On the right side (Sections A, B, C and D) data is recorded by the Resident Compliance Specialist (RCS) and Interviewer.



Information recorded on the Employee Interview Form is to be kept confidential and separate from standard Compliance program records.

Section A- PROJECT IDENTITY SUPPLIED BY RCS

The RCS completes this section before giving the form to the Interviewer. Note that these items can be filled in on the computer when the form is downloaded.

- A. Financial Project No. – The Florida Department of Transportation’s Financial Project Number;
- B. F.A.P. Number – The Federal Aid Project Number assigned to federally funded projects;
- C. Prime Contractor- Name of Prime.

Section B-INTERVIEWER’S IDENTIFICATION

This is the first section that the Interviewer completes.

- D. Interviewer’s Name;
- E. Interviewers’ Employee: FDOT or the main CCEI firm on the project;
- F. Date of interview: Month/Day /year.

EEO Interviews

State of Florida Dept. of Transportation

700-010-63

EMPLOYEE INTERVIEW FORM-LABOR/EEO

CONSTRUCTION
01/07

"Confidential: All information in this form shall remain confidential to the extent permitted by law, including Florida Statutes Chapter 119"

Section 1 IDENTITY DATA SUPPLIED BY EMPLOYEE

1. Employee	<small>first & last name</small>	Jose Ruiz
	<small>signature</small>	
2. Employed by: Community Asphalt		
3. Social Security No.	<small>Full No. or last 4 digits</small>	555-55-5555
4. How Long with company?		1 year
5. How Long on this project?		7 months
6. Employee Sex	<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	
7. Employee Race	<input type="checkbox"/> White <input type="checkbox"/> Black <input checked="" type="checkbox"/> Hispanic <input type="checkbox"/> Amer Indian <input type="checkbox"/> Asian/Pac Isl	

Section A RCS'S PROJECT IDENTIFICATION

A. Financial Project No	24/221-2-52-01
B. F.A.P. No	85040074
C. Prime Contractor	Community Asphalt

Section B INTERVIEWER'S IDENTIFICATION

D. Interviewer	<small>first & last name</small>	Joe Dot
	<small>signature</small>	
E. Interviewer's Employer	FDOT	
F. Date of Interview	1/9/2008	

Section 2 JOB & PAY DATA SUPPLIED BY EMPLOYEE

8. Describe the work you have done today	Dug a hole
9. What tools have you used today?	<input checked="" type="checkbox"/> No Tools
10. What Equipment have you operated today?	Backhoe <input type="checkbox"/> No Equip
11. What is your Job Classification?	Backhoe Operator
12. What is your hourly pay rate?	\$12.50
13. How Often are you paid?	<input checked="" type="checkbox"/> Once a week <input type="checkbox"/> _____
14. Are you paid time and a half for hours worked over 40?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
15. Was your first hardhat, vest, gloves etc (safety equipment) given free with no charge to you?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
16. Are there deductions from your check other than taxes	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
17. Did you pay someone to get this job/do you pay anyone to keep it?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Section C INTERVIEWER'S OBSERVATION

G. Describe employee's work at time of interview	
H. Name hand tools the employee was using	<input type="checkbox"/> No Tools
I. Name equipment employee was operating	<input type="checkbox"/> No Equip
J. What is the proper classification for this work?	
(Optional 2 nd observation same day)	<input type="checkbox"/> Yes <input type="checkbox"/> No 2 nd Observ
K. Was 2 nd Observation of work, tools & equipment same as previous?	<input type="checkbox"/> Yes <input type="checkbox"/> No If No provide following:
L. Describe Employee's work	
M. Tools used	<input type="checkbox"/> No Tools
N. Equipment operated	<input type="checkbox"/> No Equip
O. What is the proper classification for the work?	

Section 3 EEO DATA SUPPLIED BY EMPLOYEE

18. Are all company buildings & services open to all employees regardless of race or sex?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
19. Are you treated fairly with out regard for your race or sex?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
20. Have you been informed of your company's Equal Employment Opportunity Policy	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
21. Do you know who your company's EEO Officer is?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
22. Have you seen wage and employment posters on this job site?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
23. Have you been asked to refer minorities & females for employment?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
→ 24. Comments	

Section D RCS' REVIEW & ACTION

P. RCS	<small>first & last name</small>			
	<small>signature</small>			
Q. RCSs Employer				
R. Date of Review				
S. Payroll Entry	<small>Classif</small>			
	<small>Rate Paid</small>	\$ _____	<small>Min Rate for Classification</small>	\$ _____
T. Is there a discrepancy between work, tools equipment, classification or pay rate?				<input type="checkbox"/> Yes <input type="checkbox"/> No
U. Are any deficiencies evident in Sect. 2 & 3?				<input type="checkbox"/> Yes <input type="checkbox"/> No
→ V. RCS explain all 'YES' answers & action taken # _____				

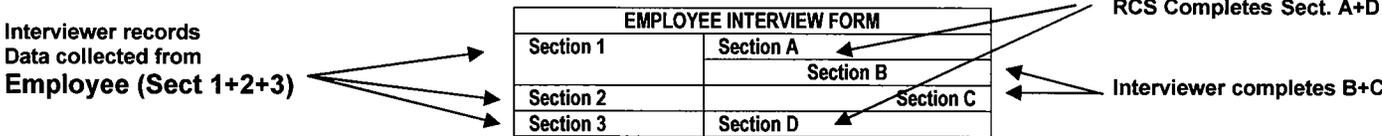
State of Florida Department of Transportation
Instructions for Completing Form
Employee Interview Form 700-010-63

GENERAL

Data is collected by observing and communicating with project workers and it is recorded on this form to assist in determining EEO and payroll compliance.

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On the right side (Sections A, B, C and D) data is recorded by the Resident Compliance Specialist (RCS) and Interviewer



Information recorded on the Employee Interview Form is be kept confidential and separate from standard Compliance program records.

DIRECTIONS FOR COMPLETING FORM

Section A- PROJECT IDENTITY SUPPLIED BY RCS

The RCS completes this section before giving the form to the Interviewer. Note that these items can be filled in on the computer when the form is downloaded

- A. Financial Project No. – The Florida Department of Transportation’s Financial Project Number
- B. F.A.P. Number – The Federal Aid Project Number assigned to federally funded projects
- C. Prime Contractor- Name of Prime

Section B-INTERVIEWER’S IDENTIFICATION

- This is the first section that the Interviewer completes
- D. Interviewer’s Name
- E. Interviewers’ Employee: FDOT or the main CCEI firm on the project
- F. Date of interview: Month/Day /year

Section C-INTERVIEWER’S OBSERVATION

- The Interviewer completes this section before speaking with the employee and before performing the interview. The data provided is based on what the interviewer observes just prior to the interview
- G. Describe the work at the time of the interview (e.g. digging trench for placement of pipe)
- H. Name hand tools the employee was using: OR mark ‘No tools’ if none used. Include motorized and manual tools.
- I. Name equipment the employee was operation: OR mark ‘No Equip’ if none operated. Name the specific piece of equipment
- J. What is the proper classification for this work? The interviewer’s opinion as to correct classification; use proper classification names like those found on Wage Tables.

Optional 2nd Observation Same Day. A second observation of the employee’s work during the day of the interview is helpful. If one cannot be done, mark ‘2nd Observ Not Done’

- K. Was 2nd observation of work, tools & equipment same as previous? Mark Yes or No. If Yes, continue with question L, M, N. and O. If no, go to Section 1.
- L. Describe employee’s work at the time of second observation e.g. digging trench for placement of pipe)
- M. Tools used OR mark ‘No tools’ if none used
- N. Equipment Operated? OR mark ‘No Equip’ if none operated
- O. What is the proper classification for this work? The interviewer’s opinion as to correct classification; use Proper classification names as found on Wage Tables.

Section 1- IDENTITY DATA SUPPLIED BY EMPLOYEE

The interviewer records the answers supplied by the employee

1. Employee: Print First and last name & have employee sign below their name.
2. Employed by: name of the contractor or temporary agency the employee is working for.
3. Social Security No.: Employee's full social security number or Last 4 digits of social security number
4. How long with Company? Months and/or years employee has worked for company
5. How long on this project? Months and or years employee has worked on this project.
6. Employee Sex: Record male or female based on observation
7. Employee Race: Record the race which the employee identifies with

Section 2- JOB & PAY DATA SUPPLIED BY EMPLOYEE

The interviewer records the answers supplied by the employee

8. Describe the work you have done today? Employee's statement of work performed
9. What tools have you used today? Employee' statement of tools used
10. What equipment have you operated today? Employee's statement of equipment used.
11. What is your job classification? Employee's statement of their job title/class
12. What is your hourly pay rate? Employee's statement of their hourly pay rate(s)
13. How often are you paid? Employee's statement of pay frequency (e.g. each week, every Friday, etc)
14. Are you paid time and half for hours worked over 40 in a week?
15. Was your first hardhat, vest, gloves, etc (safety equipment) given free with no charge to you?
16. Are there deductions from your check other than taxes?
17. Did you pay someone to get this job/ do you pay anyone to keep it?

Section 3- EEO DATA SUPPLIED BY EMPLOYEE

The interviewer records the answers supplied by the employee.

18. Are all company buildings and services open to all employees regardless of race or sex? Determine if the employee's Sex or race prevents use of services or results in separate segregated facilities.
19. Are you treated fairly without regard for your race or sex? Determine if discriminatory treatment is occurring
20. Have you been informed of your company's EEO Policy?
21. Do you know who your Company's EEO Officer is?
22. Have you seen wage & employment posters on this job site?
23. Have you been asked to refer minorities and females for employment?
24. Explain all 'no' answers

The interviewer's work is now complete and the form should be turned into the Resident Compliance Specialist

Section D-RCS'S REVIEW AND ACTION

The RCS completes this section once the certified payroll for the date of the interview is received.

- P. RCS' first and last name and signature
- Q. RCS' employer. Name of lead CEI firm, or FDOT Residency
- R. Date of RCS' Review: month/day/year
- S. Payroll Entry: as shown on certified payroll for the date of the interview: Classification and hourly rate. Indicate the minimum For that classification as shown on the Prevailing Wage Table used on the project
- T. Is there a classification or pay discrepancy? The RCS compares observation data in Section C with employee Supplied data in Section 2 and the Certified Payroll to identify discrepancies.
- U. Are any deficiencies in pay administration, EEO or other areas evident as a result of the answers the employee provide in Sections 2 and 3
- V. The RCS explains yes answers to T or U and states what action, if any is being taken

Labor Interviews

State of Florida Dept. of Transportation

700-010-63

EMPLOYEE INTERVIEW FORM-LABOR/EEO

CONSTRUCTION
01/07

"Confidential: All information in this form shall remain confidential to the extent permitted by law, including Florida Statutes Chapter 119"

Section 1 IDENTITY DATA SUPPLIED BY EMPLOYEE

1. Employee	<small>first & last name</small>	Linda Royce
	<small>signature</small>	
2. Employed by:		Reese's Construction
3. Social Security No.	<small>Full No. or last 4 digits</small>	555-55-5555
4. How Long with company?		2 years
5. How Long on this project?		6 months
6. Employee Sex	<input type="checkbox"/> Male <input checked="" type="checkbox"/> Female	
7. Employee Race	<input checked="" type="checkbox"/> White <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Amer Indian <input type="checkbox"/> Asian/Pac Isl	

Section A RCS'S PROJECT IDENTIFICATION

A. Financial Project No	242484-2-52-01
B. F.A.P. No	0042 222 I
C. Prime Contractor	PC/L

Section B INTERVIEWER'S IDENTIFICATION

D. Interviewer	<small>first & last name</small>	Mary Smith
	<small>signature</small>	
E. Interviewer's Employer		HNTB Corp
F. Date of Interview		1/9/2008

Section 2 JOB & PAY DATA SUPPLIED BY EMPLOYEE

8. Describe the work you have done today	Set grade pins
9. What tools have you used today?	ruler/string <input type="checkbox"/> No Tools
10. What Equipment have you operated today?	<input checked="" type="checkbox"/> No Equip
11. What is your Job Classification?	Grade Checker
12. What is your hourly pay rate?	\$8.50
13. How Often are you paid?	<input checked="" type="checkbox"/> Once a week <input type="checkbox"/> _____
14. Are you paid time and a half for hours worked over 40?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
15. Was your first hardhat, vest, gloves etc (safety equipment) given free with no charge to you?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Are there deductions from your check other than taxes	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
17. Did you pay someone to get this job/do you pay anyone to keep it?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Section C INTERVIEWER'S OBSERVATION

G. Describe employee's work at time of interview	Checking grade
H. Name hand tools the employee was using	ruler, string + level <input type="checkbox"/> No Tools
I. Name equipment employee was operating	<input checked="" type="checkbox"/> No Equip
J. What is the proper classification for this work?	Grade Checker
(Optional 2 nd observation same day) <input type="checkbox"/> Yes <input type="checkbox"/> No 2 nd Observ	
K. Was 2 nd Observation of work, tools & equipment same as previous?	<input type="checkbox"/> Yes <input type="checkbox"/> No If No provide following:
L. Describe Employee's work	
M. Tools used	<input type="checkbox"/> No Tools
N. Equipment operated	<input type="checkbox"/> No Equip
O. What is the proper classification for the work?	

Section 3 EEO DATA SUPPLIED BY EMPLOYEE

18. Are all company buildings & services open to all employees regardless of race or sex?	<input type="checkbox"/> Yes <input type="checkbox"/> No
19. Are you treated fairly with out regard for your race or sex?	<input type="checkbox"/> Yes <input type="checkbox"/> No
20. Have you been informed of your company's Equal Employment Opportunity Policy	<input type="checkbox"/> Yes <input type="checkbox"/> No
21. Do you know who your company's EEO Officer is?	<input type="checkbox"/> Yes <input type="checkbox"/> No
22. Have you seen wage and employment posters on this job site?	<input type="checkbox"/> Yes <input type="checkbox"/> No
23. Have you been asked to refer minorities & females for employment?	<input type="checkbox"/> Yes <input type="checkbox"/> No

→24. Comments

Section D RCS' REVIEW & ACTION

P. RCS	<small>first & last name</small>			
	<small>signature</small>			
Q. RCSs Employer				
R. Date of Review				
S. Payroll Entry	Classif			
	Rate Paid	\$ _____	Min Rate for Classification	\$ _____
T. Is there a discrepancy between work, tools equipment, classification or pay rate?				<input type="checkbox"/> Yes <input type="checkbox"/> No
U. Are any deficiencies evident in Sect. 2 & 3?				<input type="checkbox"/> Yes <input type="checkbox"/> No
→V. RCS explain all 'YES' answers & action taken # _____				

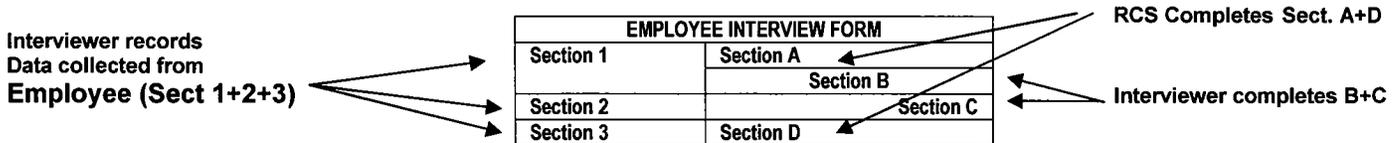
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- G. Describe the work at the time of the interview (e.g. digging trench for placement of pipe)
- H. Name hand tools the employee was using: OR mark 'No tools' if none used. Include motorized and manual tools.
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12. What is your hourly pay rate? Employee's statement of their hourly pay rate(s)
13. How often are you paid? Employee's statement of pay frequency (e.g. each week, every Friday, etc)
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15. Was your first hardhat, vest, gloves, etc (safety equipment) given free with no charge to you?
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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PROFICIENCY RECORD FOR ON-THE-JOB TRAINING

SECTION 1: PROJECT IDENTIFICATION

1. Financial Project No. 241221-2-52-01	2. F.A.P. No. 8504007U	3. Contract No. T5212	4. County Brevard	5. District 5
6. Contractor Name Community Asphalt		7. FEID No. 59-2023298		

SECTION 2: PROFICIENCY STANDARDS

8. On the Job Training Classification Title: **Concrete Finisher**

9. Established Proficiency Standards (label as 9A, 9B, 9C, 9D, 9E)
9A: Ability to finish surface to rough or smooth depending on the work.
9B: Ability to prepare surface making sure it's clean.
9C: Ability to use right amount of sand and water with concrete when hand mixing.

SECTION 3: CONCURRENCE WITH PROFICIENCY STANDARDS

10. Contractor's Signature <i>[Signature]</i>	Date 12/20/07	11. Project Administrator's Signature <i>[Signature]</i>	Date 1/7/08	12. DCCM's Signature <i>[Signature]</i>	Date 1/9/08
--	-------------------------	---	-----------------------	--	-----------------------

SECTION 4: TRAINEE IDENTIFICATION

13. Trainee's Name	14. Location Requested For Observation
--------------------	--

SECTION 5 & 6: PROFICIENCY OBSERVATION REQUEST & OBSERVATION RESULTS

SECTION 5	REQUEST	15. OBSERVATION #1	16. OBSERVATION #2	17. OBSERVATION #3	18. OBSERVATION #4
		Trainee has completed at least Minimum Hours of training for the classification. Date for Observation Contractor Signature & Date	Trainee has completed at least the minimum hours of training for the classification. Date for Observation Contractor Signature & Date	The Trainee has completed the maximum hours of training for the classification. Date for Observation Contractor Signature & Date	The Trainee has completed the maximum hours of training for the classification. Date for Observation Contractor Signature & Date
SECTION 6	RESULTS	19. RESULTS OBSERV #1	20. RESULTS OBSERV #2	21. RESULTS OBSERV #3	22. RESULTS OBSERV #4
		DATE Proficiency Demonstrated? 9A. Yes No 9B. Yes No 9C. Yes No 9D. Yes No 9E. Yes No Observer Signature Contractor Signature	DATE Proficiency Demonstrated? 9A. Yes No 9B. Yes No 9C. Yes No 9D. Yes No 9E. Yes No Observer Signature Contractor Signature	DATE Proficiency Demonstrated? 9A. Yes No 9B. Yes No 9C. Yes No 9D. Yes No 9E. Yes No Observer Signature Contractor Signature	DATE Proficiency Demonstrated? 9A. Yes No 9B. Yes No 9C. Yes No 9D. Yes No 9E. Yes No Observer Signature Contractor Signature

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PROFICIENCY RECORD FOR ON-THE-JOB TRAINING

SECTION 1: PROJECT IDENTIFICATION

1. Financial Project No. 242484-2-52-01	2. F.A.P. No. 0042 222 I	3. Contract No. T5012	4. County Orange	5. District V
6. Contractor Name PCL CIVIL CONSTRUCTORS, INC.		7. FEID No. 84-0915605		

SECTION 2: PROFICIENCY STANDARDS

8. On the Job Training Classification Title: **CARPENTER (Bridge)**

9. Established Proficiency Standards (label as 9A,9B, 9C, 9D, 9E)

- a. Knowledge of safety procedures and proper use of tools.
- b. Ability to create layout according to sketch/drawing
- c. Ability to construct basic form
- d. Ability to use saw, drill and hand tools
- e. Ability to skillfully and accurately measure

SECTION 3: CONCURRENCE WITH PROFICIENCY STANDARDS

10. Contractor's Signature <i>[Signature]</i>	Date 9/15/06	11. Project Administrator's Signature <i>[Signature]</i>	Date 9/15/06	12. DCCM's Signature <i>[Signature]</i>	Date 9/15/06
--	------------------------	---	------------------------	--	------------------------

SECTION 4: TRAINEE IDENTIFICATION

13. Trainee's Name	14. Location Requested For Observation
--------------------	--

SECTION 5 & 6: PROFICIENCY OBSERVATION REQUEST & OBSERVATION RESULTS

SECTION	REQUEST	15. OBSERVATION #1	16. OBSERVATION #2	17. OBSERVATION #3	18. OBSERVATION #4
		5	Trainee has completed at least Minimum Hours of training for the classification. Date for Observation Contractor Signature & Date	Trainee has completed at least the minimum hours of training for the classification. Date for Observation Contractor Signature & Date	The Trainee has completed the maximum hours of training for the classification. Date for Observation Contractor Signature & Date
SECTION	RESULTS	19. RESULTS OBSERV #1	20. RESULTS OBSERV #2	21. RESULTS OBSERV #3	22. RESULTS OBSERV #4
		6	DATE Proficiency Demonstrated? 9A. Yes No 9B. Yes No 9C. Yes No 9D. Yes No 9E. Yes No Observer Signature Contractor Signature	DATE Proficiency Demonstrated? 9A. Yes No 9B. Yes No 9C. Yes No 9D. Yes No 9E. Yes No Observer Signature Contractor Signature	DATE Proficiency Demonstrated? 9A. Yes No 9B. Yes No 9C. Yes No 9D. Yes No 9E. Yes No Observer Signature Contractor Signature

George Borchik

Resolution Tracking System



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- [Organization Chart](#)
- [Training](#)
- [PM Tool Box](#)
- [Contacts](#)

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- [Forms & Publications](#)
- [Project Management Newsletter](#)
- [Project Management Handbook](#)

Programs

- [Alternative Contracts](#)
- [Consultant Evaluation](#)
- [Contact Database](#)
- [Electronic Review Comments](#)
- [Errors & Omissions](#)
- [Local Agency Programs](#)
- [Standard Scope and Staff Hour Estimation Guidelines](#)
- [Value Engineering](#)

Errors & Omissions

E&O Procedure

For the Department's revised policy on errors and omissions, please read [Procedure No. 375-020-010-c](#).

E&O Resolution Tracking System

The E & O Resolution Tracking System is a Web-based computer application that follows the entire resolution process, from the initial discovery through the final determination. The system is available to Department employees and the Consultant Industry.

To register to use the tracking system please visit [this web link](#).

To access the tracking system, please visit [this link](#).

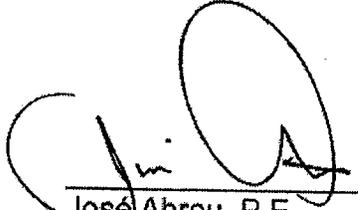
You may download a PowerPoint presentation about [how to register](#) or a presentation about [how to create a new design issue](#) by right clicking the links and saving them to your local machine.

For questions or suggestions regarding the Department's Errors and Omissions policy, please contact the Project Management Office:

Project Manager - [Shawn Murphy](#) (850) 414-4783

Your feedback is important to us: Did you find what you needed? [E-mail us](#) with any comments or suggestions.

Approved:



José Abreu, P.E.
Secretary

Effective: October 21, 2004
Office: Project Management
Topic No.: 375-020-010-c

IDENTIFYING AND ASSIGNING RESPONSIBILITY FOR ERRORS, OMISSIONS, AND CONTRACTUAL BREACHES BY PROFESSIONAL ENGINEERS

PURPOSE:

To establish a procedure to identify, investigate, and document errors, omissions, and contractual breaches in consultant-prepared construction plans and contract documents, or in the performance of consultant construction engineering and inspection services; to determine and document the extent of consultant responsibility for the cost of plan revisions and certain added construction costs or claims resulting from errors, omissions, and contractual breaches; and to establish the requirement for a recommendation to pursue recovery of certain added project costs.

AUTHORITY:

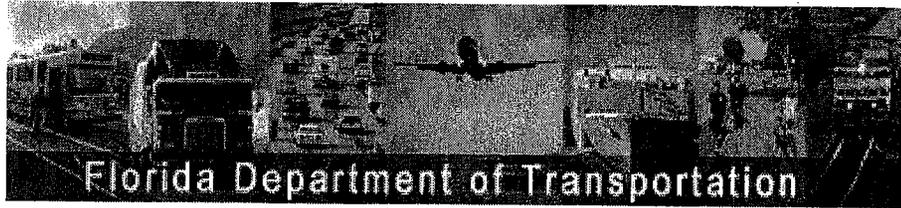
Section 287.055, Subsections 20.23(4) (b), 334.044 (9), (10) (a) and (b), and 337.015(3), Florida Statutes.

Rule 61G15-18.011(1), Definitions. Rule 61G15-19.001(4), Grounds for Disciplinary Proceedings. Rule 61G15-30.002 (1), Definitions Common to All Engineer's Responsibility Rules. Florida Administrative Code.

Federal Aid Policy Guide 23, Section 635.120, Code of Federal Regulations.

REFERENCES:

Procedure No. 350-060-303, Accounts Receivable
Procedure No. 350-080-300, Recording, Transmitting and Depositing Receipts and Refunding Moneys
Procedure No. 700-000-000, Construction Project Administration Manual (CPAM)



Resolution Tracking System

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Welcome to the Resolution Tracking System



Version 2.0
June 2006



**Report Technical Problems to the FDOT Service Desk at (866) 955-4357
or E-mail: [FDOT Service Desk](#)
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D5 Liaison - 01/15/2008 06:20:01 AM

- ▶ [Section 1: Introduction](#)
 - ▶ [Section 2: Entering A New Design Issue](#)
 - ▶ [Section 3: Resolving/Processing a Project Issue](#)
 - ▶ [Section 4: Generating Letters](#)
 - ▶ [Section 5: Communication Features](#)
 - ▶ [Section 6: Entering a Vendor Response](#)
 - ▶ [Section 7: Reports](#)
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D5 Liaison - 01/15/2008 06:21:54 AM

▼ Section 1: Introduction

Lesson 1 [Introduction to the Resolution Tracking System \(RTS\)](#)

Lesson 2 [Logging In](#)

Lesson 3 [Main Menu Descriptions](#)

Lesson 4 [Overview Design Issue Information](#)

▶ Section 2: Entering A New Design Issue

▶ Section 3: Resolving/Processing a Project Issue

▶ Section 4: Generating Letters

▶ Section 5: Communication Features

▶ Section 6: Entering a Vendor Response

▶ Section 7: Reports

▶ Section 8: Additional Functionality

▶ Section 9: Further Help

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Lesson 4: Overview Design Issue Information

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[New Design Issue](#) | [My Issues](#) | [All Issues](#) |

[edit](#) | [email link](#) | [vendor response](#) | [create comment](#) | [request registration](#)

Issue Number: 2007-000071 Issue Status: Second Demand Letter Construction Contract ID: 21102	Current User: Domino Administrator Step is Finalized Construction Project #: 404697-1-52-01	← Issue Information	
<p>Issue Participants</p> <p> Issue Identification Early Notification Construction Engineer Assessment DPM Assessment Contract Modifications E&O Notification Letter CEC Evaluation First Demand Letter CCRC Office of General Counsel Second Demand Letter </p>		← Business Process Steps	
<p>PARTICIPANTS ON ISSUE Completed by Monica DeShazo on 09/16/2007</p> <p>District: CO</p> <p>Construction Representative: Nina Johnson/TRAIN</p> <p>FDOT Design Representative: Susan Stevens/TRAIN</p> <p>Design Consultant Firm Representative: Mary Baker/TRAIN</p> <p>Contact Information: mary.baker@ctcfl.com 850-656-8300</p> <p>Firm's Principle: Monica DeShazo monica@ctcfl.com</p> <p>Other Participants: Sheri Taylor/TRAIN</p>			Business Process Step Details
<p>+ Issue Contracts</p> <p>+ Vendor Responses</p> <p>+ Attachments</p> <p>+ Comments and eMails</p> <p>+ Issue History</p>		← Issue Details	

Issue Information

1) Issue Information: The basic issue information found: Contract information, issue number, issue status, current user, and issue mode.

Business processes

2) Business processes listed: Issue Participants, Issue Identification, Early Notification, CEI Assessment, DPM Assessment, Internal Resolution, E&O Notification Letter, CEC Evaluation, First Demand Letter, CCRC Evaluation, Office of General Counsel, Second Demand Letter and Final Resolution.

Issue details

3) Issue details included: Issue Contracts, Vendor Responses, Attachments, Comments and eMails, and Issue History.

Overview of Processing an Issue business step

To process an issue step, click the "continue with issue" option on the detailed menu.

Issue Information

Resolution Tracking System	
home	contract issues
reports	maintenance
registration	search
help	logout
New Design Issues My Issues All Issues	
edit email link vendor response create comment request registration	
Issue Number: 2006-000334	Current User: Monica DeShazo
Issue Status: CEI Initial Assessment	Step is Finalized
Construction Contract ID: 21102	Construction Project #: 404697-1-52-01
	Issue Information

Basic Issue Information:

The following data is displayed as a header for every issue: the Issue Number, Issue Status, Current User, and Issue step mode.

The following describes the Issue header information.

Issue Number

The Issue Number will not appear on the screen until the Issue is saved. Once the Issue has been saved, the Issue Number is assigned. The Issue Number is composed of two parts, the first part of the number displays the current year followed by a dash and the second part of the number displays a six-digit sequential number.

Current User

The current user information simply displays the name of the person currently online and reviewing the issue.

Issue Status Descriptions:

The Issue Status reflects the "current issue" overall status. When the Issue is first opened, the Issue Status is Open under CEI review. The Issue Status may be characterized as follows:

- Open under CEI review - A CEI Personnel/Construction Representative has identified a Design Issue and has notified the participants. The Issue will remain in this status until the CEI Personnel /Construction Representative completes the Issue Identification information. To complete the Issue Identification information, click "continue with issue". A new submenu appears, select the next step and save the current step as final.
- DPM Early Notification - The Department Project Manager has received the Issue Identification information from the CEI Personnel/Construction Representative. The DPM reviews the Issue Identification information, and enters the Early Notification information. To complete the Early Notification step, click "continue with issue". A new submenu appears, select the next step and save the current step as final.
- CEI Initial Assessment - The CEI Personnel/Construction Representative has received the Early Notification information from the Department Project Manager. The CEI Personnel/Construction Representative reviews the project issue details and enters the CEI Initial Assessment information. To complete CEI Initial Assessment, click "continue with issue". A new submenu appears, select the next step and save the current step as final.
- DPM Initial Assessment - The DPM has received the CEI's Initial Assessment and has an opportunity to review the assessment. If the DPM concurs with the CEI assessment, the DPM will enter summary information detailing his assessment and click the "continue with issue" option. To complete DPM Initial Assessment, click "continue with issue". A new submenu appears, select the next step and save the current step as final.
- Internal Resolution – This option only becomes available if the DPM and CEI Personnel/Construction

Representative do not concur on the project issue assessment. The DPM must complete the Internal Resolution screen, which identifies the Department position on the project issue. To complete the Internal Resolution process, click "continue with issue". A new submenu appears, select the next step and save the current step as final.

- **Contract Modifications** – The CEI Personnel/Construction Representative will receive notification requesting that he/she complete the contract modifications screen for this project issue. The CEI will update the Issue with contract modifications such as Supplemental Agreement details or other contract modifications. To complete the Contract Modification process, click "continue with issue". A new submenu appears, select the next step and save the current step as final.
- **E&O Notification Letter** – Once the contract modifications have been entered by the CEI Personnel/Construction Representative, a notification will be sent to the DPM to complete the E&O Notification Letter. The DPM will generate and send the E&O Notification Letter to the appropriate vendor representative. Once the vendor response has been reviewed, the DPM must complete the E&O Notification Letter step. To complete the E&O Notification step, click "continue with issue". A new submenu appears, select the next step and save the current step as final.
- **CEC Evaluation** - The Consultant Evaluation Committee (CEC) will review the Issue and assess the responsibility. The DPM will complete the screen with the details from the CEC Evaluation. To complete the CEC Evaluation step, click "continue with issue". A new submenu appears, select the next step and save the current step as final.
- **First Demand Letter** - If the Issue has reached the First Demand Letter status, then the DPM will generate the First Demand Letter and document the vendor response. To complete the First Demand Letter step, click "continue with issue". A new submenu appears, select the next step and save the current step as final.
- **CCRC Evaluation** - The consultant has requested a review by the Consultant Claims Review Committee (CCRC). The Issue Status will be changed to "Continue with CCRC". Once the CCRC has completed the review, the DPM will enter the information in the CCRC screen. To complete the CCRC Evaluation step, click "continue with issue". A new submenu appears, select the next step and save the current step as final.
- **Office of General Counsel** - The Office of General Counsel will review the Issue and provide the appropriate course of action. The DPM will update the project issue with the Office of General Counsel's decision. To complete the Office of General Counsel step, click "continue with issue". A new submenu appears, select the next step and save the current step as final.
- **Second Demand Letter** - The Office of General Counsel has recommended pursuing recovery. The DPM must generate the Second Demand Letter and enter/review the vendor response. To complete the Second Demand Letter step, click "continue with issue". A new submenu appears, select the next step and save the current step as final.
- **Resolved** – The Issue may be resolved at any point during the business process. If the Issue has reached resolution, click "continue with issue". A new submenu appears, select "mark resolved" and complete the final resolution information. Click "save as final" and submit for resolution approval. Once the District Liaison has approved the Issue's final resolution, the project issue will be closed.

If an issue is undergoing resolution, you may classify the project issue as being in "in negotiations". This will allow you to enter negotiation details, stop reminders and late automatic notifications.

Issue Step

Displays process step condition.

* Issue is in Draft Mode

* Issue is Ready for Completion

* Finalized

While the Issue Step is "saved as pending" and all the required data has not been entered, the Issue Step is in "Draft Mode" which is displayed at the top right hand side of the screen. When the Issue Step contains the required data, "Ready for Completion" will display on the top right hand side of the screen.

Business Processes

home	contract issues	reports	maintenance	registration	search	help	logout
New Design Issue My Issues All Issues							
edit email link vendor response create comment request registration							
Issue Number: 2007-000071				Current User: Domino Administrator			
Issue Status: Second Demand Letter				Step is Finalized			
Construction Contract ID: 21102				Construction Project #: 404697-1-52-01			
Issue Participants Issue Identification Early Notification Construction Engineer Assessment							
DPM Initial Assessment Contract Modifications E&O Notification Letter							
CEC Evaluation First Demand Letter C.C.R.C. Office of General Counsel Second Demand Letter							

Business process:

In this section of the screen, links become available as the project issue continues. For instance, when an Issue is first created the only links available are Issue Participants and Issue Identification. As the Issue escalates, the Early Notification, Construction Engineer Assessment, DPM Initial Assessment, Contract Modifications, E&O Notification Letter, CEC Evaluation, First Demand Letter, Office of General Counsel, Second Demand Letter, and Final Resolution links may appear.

Issue details

- [Issue Contracts](#)
- [Vendor Responses](#)
- [Attachments](#)
- [Comments and eMails](#)
- [Issue History](#)

Issue details include: Issue Contracts, Vendor Responses, Attachments, Comments and eMails, and Issue History:

Issue Contracts:

	<p>Construction Contract Information</p> <p>Contract ID - This is the construction contract number/ID assigned to the construction contract.</p> <p>Project Number - This is the construction project number associated with the contract.</p> <p>Description - A brief description of the contract.</p> <p>Design Contract Information</p> <p>Contract ID - This is the design contract number/ID assigned to the design contract.</p> <p>Project Number - This is the design project number associated with the contract. Description - A brief description of the contract.</p> <p>Firm Name - Name of design firm</p>
--	---

Construction Issue Information	
Contract ID*	Select Construction Contract
Project Number*	
Description*	
Design/Design/IT	
Contract ID*	Select Design Contract
Project Number*	
Description*	
Firm Information*	
Firm Address	
Firm Identifier	
Firm Principal	
Firm Principal Email	
Inspection Contract	
Contract ID*	Select Inspection Contract
Project Number*	
Description*	
Firm Information*	
Firm Address	
Firm Identifier	
Firm Principal	
Firm Principal Email	

Firm Address – address of design firm
 Firm Identifier – Firm vendor id
 Firm Principal – Name of design principal
 Firm Principal's email – the design principal's email account

Inspection Contract Information
 If the CEI is a Department employee click "In House",
 Contract ID - This is the inspection contract number/ID assigned to the inspection contract.
 Project Number - This is the inspection project number associated with the contract.
 Description - A brief description of the contract.
 Firm Name – Name of inspection firm
 Firm Address – address of inspection firm
 Firm Identifier – Firm vendor id
 Firm Principal – Name of inspection principal
 Firm Principal's email – the inspection principal's email account

Reviewing Vendor Responses:

Click the "+" sign to expand and view vendor responses.

Once the "Vendor Response" has been reviewed, the appropriate project personnel will update the project step indicating that the response was received and reviewed.

ISSUE IDENTIFICATION Completed by Monica DeShazo on 03/13/2007	
Issue Identification Date*	03/06/2007
Notification Date*	03/06/2007
Required Response Date*	03/09/2007
Response Received?*	Yes
Response Date*	03/09/2007
Construction	Summary information
Representative Summary*	
Issue Contracts	
Vendor Responses	
03/13/2007 10:31:16 AM Response by: Mary Baker	
Attachments	
Comments and eMails	
Issue History	

The Issue may contain several vendor responses. Click the link to the response you wish to review.

Attachments:

+ Issue Contracts	
= Vendor Responses	
03/13/2007 10:31:16 AM Response by: Mary Baker	
- Attachments	
Current Document Attachments:	
There are no attachments on this document.	
All Issue Attachments:	
	Basic Concepts for Handling Mobile Devices.doc (File of size 20 KBytes)
	EarlyNotification313.htm (File of size 5 KBytes)
	CBT_standards.doc (File of size 38 KBytes)
	EONotification313.htm (File of size 5 KBytes)
	FirstDemand313.htm (File of size 5 KBytes)
	CEI.doc (File of size 21 KBytes)
	SecondDemand313.htm (File of size 5 KBytes)

**Do not use special characters for the attachment name—for example do not use SA#120 for the attachment name.

To view the attachments on the project Issue, click the "+" sign to expand. The list of attachments will appear. Click the attachment you wish to review.

Comments and eMails:

To review comments and emails associated with the project Issue, click the "+" sign to expand. A list of comments and emails may appear. Click the comment or email link to review the details of each.

[New Design Issue](#) | [My Issues](#) | [All Issues](#) |
[email link](#) | [vendor response](#) | [create comment](#) | [request registration](#) |
 Issue Number: 2007-000071 Current User: Mary Baker
 Issue Status: Second Demand Letter Step is Finalized
 Construction Contract ID: 21102 Construction Project #: 404697-1-52-01

[Issue Participants](#) | [Issue Identification](#) | [Early Notification](#) | [Construction Engineer Assessment](#) |
[DPM Initial Assessment](#) | [Contract Modifications](#) | [E&O Notification Letter](#) |
[AEC Evaluation](#) | [First Demand Letter](#) | [C.C.R.C.](#) | [Office of General Counsel](#) | [Second Demand Letter](#) |

PARTICIPANTS ON ISSUE - Completed by Monica DeShazo on 03/13/2007

District: CO
 Construction Representative: Nina Johnson/TRAIN
 FDOT Design Representative: Susan Stevens/TRAIN
 Design Consultant Firm: Mary Baker/TRAIN
 Representative:
 Contact Information: mary.baker@ctcfl.com
 850-656-8300
 Monica DeShazo Inspections Incorporated
 Firm's Principle: Monica DeShazo
 monica@ctcfl.com
 Other Participants: Shem Taylor/TRAIN

Home Contacts
 Vendor Responses
 Attachments
 Comments and emails

03/20/2007 EMail Sent to Consultant CE1, Domino Administrator by Mary Baker
 03/20/2007 Comment by Domino Administrator ←

Issue History

Issue History:

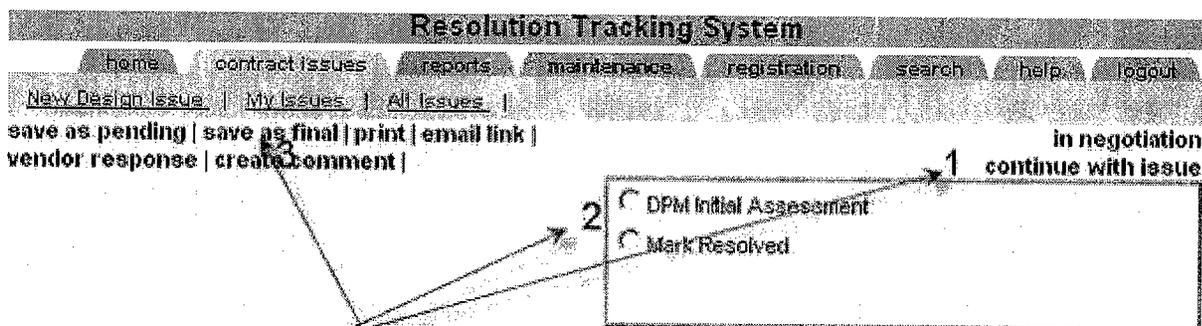
This section of the screen will display the steps of the business process and critical dates.

Issue History	
3/13/07	- Discovery - Discovery Date: 3/6/07
3/13/07	- Discovery - CEI: Nina Johnson
3/13/07	- Discovery - Finalized Date: 3/13/07
3/13/07	- Early Notification - Beginning Date: 3/13/07
3/13/07	- Early Notification - Notification Letter Date: 3/9/07
3/13/07	- Early Notification - DPM: Susan Stevens
3/13/07	- Early Notification - Finalized Date: 3/13/07
3/13/07	- CEI Initial Assessment - Beginning Date: 3/13/07
3/13/07	- CEI Initial Assessment - CEI: Nina Johnson
3/13/07	- CEI Initial Assessment - Finalized Date: 3/13/07
3/13/07	- DPM Initial Assessment - Beginning Date: 3/13/07
3/13/07	- DPM Initial Assessment - DPM: Susan Stevens
3/13/07	- DPM Initial Assessment - Finalized Date: 3/13/07
3/13/07	- Contract Modifications - Beginning Date: 3/13/07
3/13/07	- Contract Modifications - By: Shawn Murphy
3/13/07	- Contract Modifications - Finalized Date: 3/13/07
3/13/07	- E&O Notification Letter - Beginning Date: 3/13/07
3/13/07	- E&O Notification Letter - By: Shawn Murphy
3/13/07	- E&O Notification Letter - Finalized Date: 3/13/07
3/13/07	- CEC Evaluation - Beginning Date: 3/13/07
3/13/07	- CEC Evaluation - By: Shawn Murphy
3/13/07	- CEC Evaluation - Finalized Date: 3/13/07
3/13/07	- First Demand Letter - Beginning Date: 3/13/07
3/13/07	- First Demand Letter - By: Shawn Murphy
3/13/07	- First Demand Letter - Finalized Date: 3/13/07
3/13/07	- CCRC Assessment - Beginning Date: 3/13/07
3/13/07	- CCRC Assessment - By: Shawn Murphy
3/13/07	- CCRC Assessment - Finalized Date: 3/13/07
3/13/07	- Delegate to Office of General Counsel - Beginning Date: 3/13/07
3/13/07	- Delegate to Office of General Counsel - By: Shawn Murphy
3/13/07	- Delegate to Office of General Counsel - Finalized Date: 3/13/07

Overview of processing an issue business step

How to process an issue step:

An Issue has many possible business steps. To bring closure to a business step and/or move the Issue forward, click "continue with issue" option on the screen. Selecting this option displays a submenu. Select the submenu choice and click "save as final".



Continue with Issue:

1. Click "continue with issue" in order to select from the drop down menu
2. Select the next step of the business process

3. Click "save as final" to complete the current step.

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Help

D5 Liaison - 01/15/2008 06:20:40 AM

▶ Section 1: Introduction

▼ Section 2: Entering A New Design Issue

Lesson 1 [Entering the Issue Identification Information](#)

Lesson 2 [Entering Early Notification Information](#)

Lesson 3 [Entering CEI Initial Assessment](#)

Lesson 4 [Entering DPM Initial Assesment](#)

Lesson 5 [Entering Internal Resolution Information](#)

Lesson 6 [Entering Contract Modifications](#)

Lesson 7 [Entering E&O Notification Letter Information](#)

Lesson 8 [Entering CEC Evaluation Information](#)

Lesson 9 [Entering First Demand Letter](#)

Lesson 10 [Entering Consultant Claims Review Committee \(CCRC\) Information](#)

Lesson 11 [Entering Office of General Counsel Information](#)

Lesson 12 [Entering Second Demand Letter Information](#)

▶ Section 3: Resolving/Processing a Project Issue

▶ Section 4: Generating Letters

▶ Section 5: Communication Features

▶ Section 6: Entering a Vendor Response

▶ Section 7: Reports

▶ Section 8: Additional Functionality

▶ Section 9: Further Help

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[home](#) [contract issues](#) [reports](#) [maintenance](#) [registration](#) [search](#) [help](#) [logout](#)

[Help](#) | _____
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Entering CEI Initial Assessment

[home](#) [contract issues](#) [reports](#) [maintenance](#) [registration](#) [search](#) [help](#) [logout](#)

[New Design Issue](#) | [On Issues](#) | [All Issues](#) |

[save as pending](#) | [print](#)

Issue Number: 2007-000074 Current User: Shawn Murphy
 Issue Status: CEI Initial Assessment Issue is in Draft Mode
 Construction Contract ID: 21102 Construction Project #: 404697-1-52-01

[Issue Participants](#) | [Issue Notification](#) | [Early Notification](#) | **Construction Engineer Assessment**

Construction Engineer Assessment is in Draft Mode

Avoidable Code* _____ [Select Avoidable Code](#)
 Avoidable/UnAvoidable* _____
 Avoidable Description* _____
 Cost Recovery Codes* _____
 Root Cause Reason Codes* _____ [Select Root Cause Code](#)
 Root Cause Reason Description* _____
 Construction Representative Summary* _____
 Premium Cost* \$0.00

Attachments: _____ [Browse](#) [Attach Files](#) (Note)

Click the "Select Avoidable Code" link to select the appropriate codes. The following window opens to select a code and description. Click "select" next to the code desired. This will enter the desired code and description to the project issue.

Select	Code	Avoidable/Unavoidable	Description
select	0	UnAvoidable	No Remedial Action Required
select	1	Avoidable	Production Consultant*
select	2	Avoidable	Production FDOT*
select	3	Avoidable	Consultant CEI
select	4	Avoidable	FDOT CEI
select	5	Avoidable	3rd party

Select the Cost Recovery Codes

Select R – Action Recommended or N – No Action Recommended

Click the "Select Root Cause Code" link to view and select the appropriate root cause code. Once the

new window appears, you may click the previous or next option on top of the screen to move to the next or previous page. To select the code, click the word "select". This action will return you to the project issue with code and description selected.

<u>select</u>	101	Necessary pay item(s) not included in contract
<u>select</u>	103	Incorrect or insufficient subsoil information (included in plans but not accurate - not code 001)
<u>select</u>	104	Incorrect pay items for earthwork, embankment & excavation jobs on one contract.
<u>select</u>	105	Discrepancies between plan notes, plan details, pay items, standard indexes and specification
<u>select</u>	106	Utility work w/ no JPA: conflict, wrong size, wrong location, proposed or existing
<u>select</u>	107	MOT: Modification of Maintenance of Traffic for pedestrians, boats, cars, bikes, etc
<u>select</u>	108	Plans do not describe scope of work (use a more specific reason in lieu of this when possible)
<u>select</u>	112	Phasing or plan components not constructible as shown in plans
<u>select</u>	113	Modification to pavement design require.
<u>select</u>	115	Required drainage modification
<u>select</u>	116	Inadequate Right of Way to construct project as shown on plans
<u>select</u>	117	Access management issues
<u>select</u>	118	Improper or inadequate signing, signalization or pavement marking design or features
<u>select</u>	119	Revisions required related to major structural component changes
<u>select</u>	120	Hazardous materials encountered requiring contract changes

CEI Summary

Enter any pertinent comments for the project issue being reviewed. This is a required field. If have entered all the information in attachments, simply indicate "read attached documents".

Premium Costs

Enter the project issue premium costs.

Attachments

Once the Early Notification Letter has been sent, attach a copy of the letter. The Early Notification Letter is attached by clicking the Browse button, locating the attachment file, then clicking the "save as pending" menu choice.

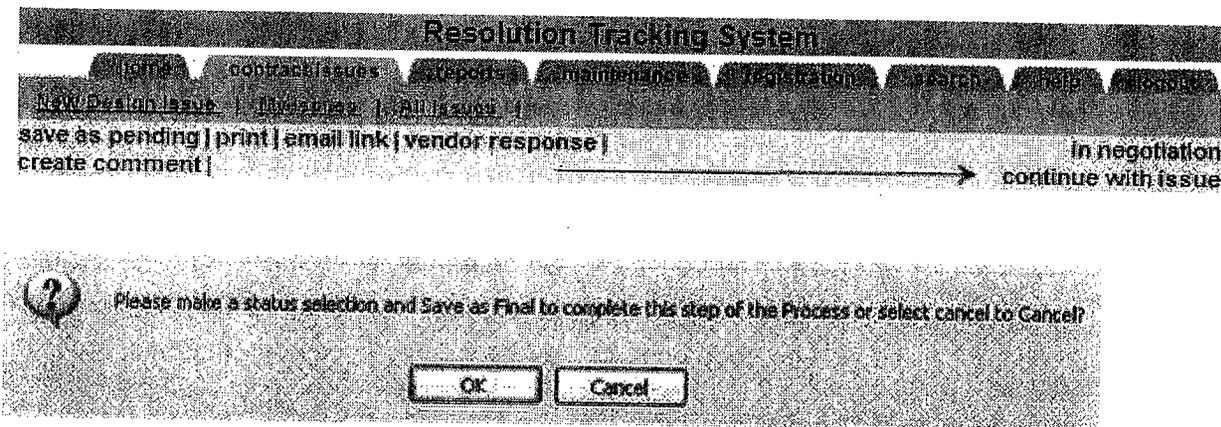


**Do not use special characters for the attachment name—for example do not use SA#120 for the attachment name.

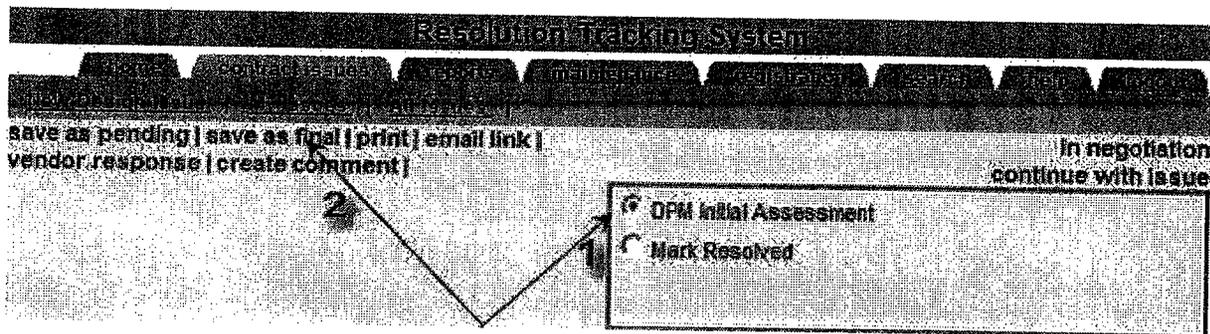
To complete this step of the process, click "continue with issue".

To complete the CEI Initial Assessment, the CEI Personnel/Construction Representative must click on the detail menu option "continue with issue". This option is located on the right hand side of the screen.

A prompt will display alerting users to select the next step of the business process and then click "save as final".



Click the "OK" button and new submenu options will appear.



1. Select the next step of the business process or Mark Resolved.
2. Click "save as final" to complete the CEI Initial Assessment Process.



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Entering Contract Modifications

The CEI Personnel/Construction Representative will update the Issue with contract modifications such as Supplemental Agreement details or other contract modifications.

[home](#) [contract issues](#) [reports](#) [maintenance](#) [registration](#) [search](#) [help](#) [logout](#)

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[save as pending](#) | [print](#)

Issue Number: 2007-000074 **Current User:** Shawn Murphy
Issue Status: Contract Modifications **Issue is in Draft Mode**
Construction Contract ID: 21102 **Construction Project #:** 404697-1-52-01

[Issue Participants](#) | [Issue Identification](#) | [Early Notification](#) | [Construction Engineer Assessment](#) |
[DPW Initial Assessment](#) | [Internal Resolution](#) | **[Contract Modifications](#)**

CONTRACT MODIFICATIONS

Modification Type*: Supplemental Agreement Field SA
 Work Order

Work Order Number:
SA Number*: (Line Number)

Date SA Coded:

SA Summary:

Total Work Order Cost*:
Premium Costs*:

Attachments: (Note)

Contract Modifications Type:

Click the appropriate contract modification type:

- * Work Order
- * Supplemental Agreement
- * Field SA

If the modification type is a Supplemental Agreement, click "Select SA" to display a list of supplemental agreements associated with this contract.

[Issue Participants](#) | [Issue Identification](#) | [Early Notification](#) | [Construction Engineer Assessment](#) | [CEM Initial Assessment](#) | [Internal Resolution](#) | **Contract Modifications**

CONTRACT MODIFICATIONS

Modification Type* Supplemental Agreement Field SA
 Select SA Work Order

Work Order Number: _____

Resolution Tracking System

Keyword: Showing 1 - 5 of 5

SNo	Contract ID & Project Number	Information	Description
<input checked="" type="checkbox"/>	SA # 005 LN # 0081	Amt: \$269,161.00 Ent: 08/27/2003	
<input checked="" type="checkbox"/>	SA # 007 LN # 0080	Amt: (\$30,528.06) Ent: 10/16/2003	
<input checked="" type="checkbox"/>	SA # 007 LN # 0075	Amt: (\$30,528.06) Ent: 10/16/2003	
<input checked="" type="checkbox"/>	SA # 007 LN # 83	Amt: (\$30,528.06) Ent: 10/16/2003	
<input checked="" type="checkbox"/>	SA # 004 LN # 0085	Amt: \$5,000.00 Ent: 05/02/2003	

To select a supplemental agreement, click the appropriate SA Number. The system will return the SA number, Line Number, Supplemental Agreement description, and SA costs.

[Issue Participants](#) | [Issue Identification](#) | [Early Notification](#) | [Construction Engineer Assessment](#) | [CEM Initial Assessment](#) | [Internal Resolution](#) | **Contract Modifications**

CONTRACT MODIFICATIONS

Modification Type* Supplemental Agreement Field SA
 Select SA Work Order

Work Order Number: _____

SA Number*:

Date SA Coded:

SA Summary:

Total Work Order Cost*: \$269,161.00

Premium Costs*: _____

If the Field SA or Work Order is chosen, the information will need to be entered.

- * Work Order Number: Enter the work order number.
- * SA Number: Enter the SA number.
- * Date SA Coded: Click the date selector to select the date the Supplemental Agreement was coded.
- * SA Comments: Enter any comments related to the Supplemental Agreement.
- * Total Work Order Costs: Enter the total work order costs.
- * Total Premium Costs: Enter the total premium costs.

Attachments Once the Early Notification Letter has been sent, attach a copy of the letter. The Early Notification Letter is attached by clicking the Browse button, locating the attachment file, then clicking the "save as pending" menu choice.



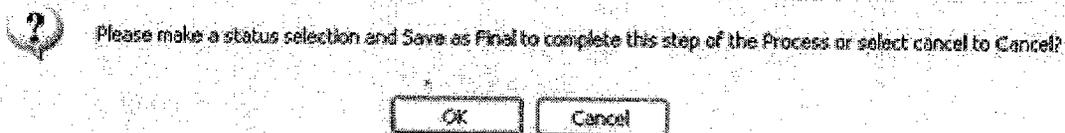
Once a letter or other document has been selected, click "Attach Files" to attach the files to the attachments section of the project issue. After clicking "Attach Files", you may select other documents by clicking the Browse button and locating the attachment file.

**Do not use special characters for the attachment name—for example do not use SA#120 for the attachment name.

To complete this step of the process click, "continue with issue".

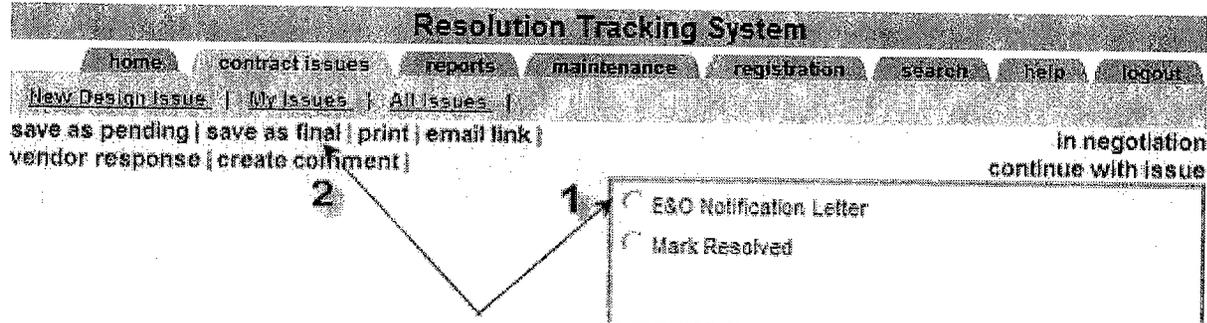


A prompt will display alerting users to select the next step of the business process and then click "save as final".



Click the "OK" button and new submenu options will appear.

Click on "continue with issue". The choices available will be "E&O Notification Letter" or "Mark Resolved".



1. Select the next step of the business process or Mark Resolved

2. Click "save as final" to complete the contract modifications process.

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<http://www.dot.state.fl.us/projectmanagementoffice/erroromissions/default.htm>

Resolution Tracking System (RTS) registration page;
<https://lnfdotx.dot.state.fl.us/eo/resolution/registration.nsf/?Open>

RTS server login;
<https://lnfdotx.dot.state.fl.us/eo/resolution/resolutionmain.nsf/?Open>

RTS Training server;
<http://lnfdotx01.dot.state.fl.us/EO/Resolution/resolutionmain.nsf>

Steve Lange

Warranty Dates

- Information in Sitemanager-Inspection dates need entered

- Warranty Coordinators

Fuel & Bit – Discussion and Directions

Sitemanager Enhancements and Changes

DISTRICT 5 CONSTRUCTION PROCEDURE

December 12, 2007

TOPIC: WARRANTY/VALUE ADDED PROJECT

WARRANTY:

- **LANDSCAPING** – STANDARD SPECIFICATIONS, Section 580
- **SIGNALIZATION** – STANDARD, Section 611
- **BUILDINGS** - Follow the procedures as stated in the specified Contract.

VALUE ADDED FEATURES

- **CONCRETE** – Follow the procedures as stated in the specified Contract.
- **ASPHALT** – Follow the procedures as stated in the specified Contract.

All Contracts let in accordance with the 2000, 2004, 2007 Edition of the FDOT Standard Specifications for Road and Bridge Construction require:

OTHER THAN VALUE ADDED FEATURES (Landscaping, Signalization, Buildings, etc.): The Prime Contractor is to provide a warranty/maintenance bond prior to final acceptance of the contract. The warranty/maintenance bond should be issued to the Department in the amount of the total sums bid for all items as evidence of warranty during the establishment period. These forms are attached.

- **Landscape** – Per the specifications, the warranty/maintenance bond should reflect the following language: **“Assume responsibility for the proper maintenance, survival and condition of all landscape items for a period of one year after the final acceptance of all work under the Contract in accordance with 5-11.”**
- **Signal Installation** – Per the specifications, the warranty/maintenance bond should reflect the following language: **“Provide a warranty/maintenance bond for the repair or replacement of any defective components of the signal installations which shall be in effect for a 90 day period after final acceptance in accordance with 5-11.”**
- **Buildings** – Per the specifications, the warranty/maintenance bond should reflect the following language: **“Provide a warranty/maintenance bond as specified in the Contract.”**

VALUE ADDED FEATURES (Concrete and Asphalt): (For Asphalt only) Prime – Follow the procedures as stated in the specified Contract. **Subcontractor** – The proposed subcontractor must execute and deliver to the Department’s Project Administrator, a copy of the Value Added Asphalt Pavement Form (VAAP) **700-010-53** prior to or concurrent with the Contractor’s Request to Sublet any Value Added Asphalt Pavement work, stipulating that the subcontractor assumes all responsibility as the Responsible Party for the Value Added Asphalt Pavement within the warranty period. The Project Administrator will forward the original form to the District Operations Contracts Office (DOCO) with the Final Estimate.

RESIDENT OFFICE RESPONSIBILITIES

Prior to construction, the Project Administrator should read this spec thoroughly and discuss this requirement with the Prime Contractor. Provide the Contractor a copy of this package for their information at the Preconstruction Meeting. Be sure to discuss the portion involving Subcontractor’s involvement with Value Added Asphalt

Pavement.

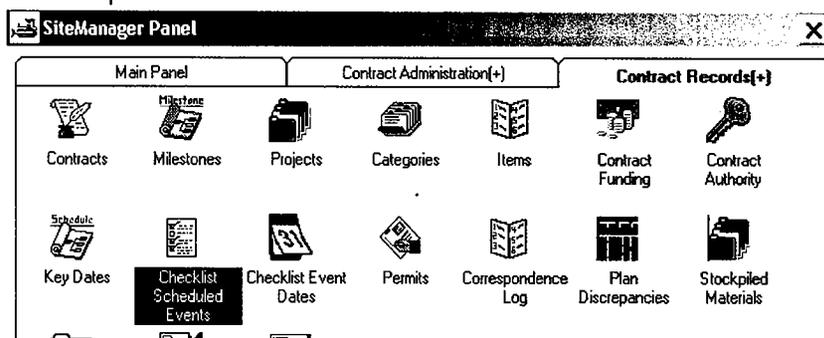
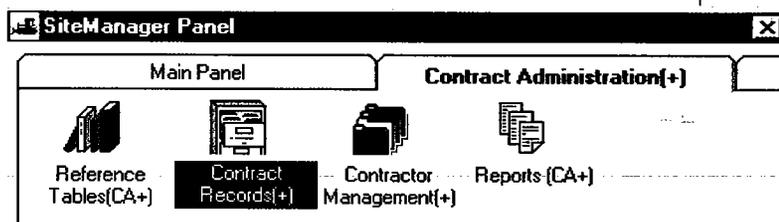
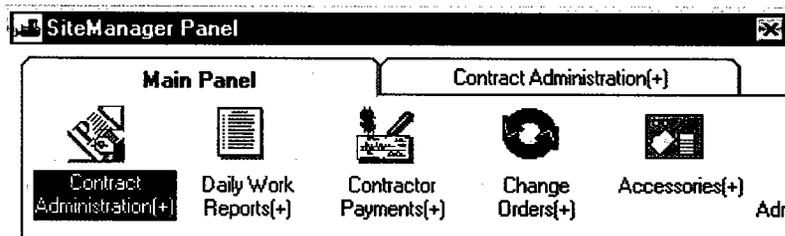
Make sure the Contractor has ample time to acquire the Landscape, Signal, and Building Bonds before contract time expires. Projects cannot be Conditional Accepted while waiting on the Bond. Time will be charged until the Bond is submitted. Contractors should be reminded of this requirement well before the Final Acceptance date. Upon receipt of bond, and prior to Final Acceptance, fax (386) 740-4295 or email (jennifer.taylor@dot.state.fl.us) the warranty to District Operations Contracts Office (DOCOC) for review and approval.

Note: All Warranty/Maintenance Bonds are required to be issued in the Prime Contractor's name. The only exception is, unless otherwise specified in the Contract to belong to the Subcontractor (VAAP).

AT FINAL ACCEPTANCE:

- Enter the warranty information into SiteManager (using the directions listed below).
- Send original approved warranty to DOCOC (Jennifer Taylor) along with the Final Estimate Package.

From the SiteManager **Main Menu** panel select **<Contract Administration>** and then from the Contract Administration Menu panel select **<Contract Records>** then from the Contracts Record Menu panel select **<Checklist Schedule Events>**.



Choose your contract.
This will display the screen below.

The following are Definitions of Fields on this screen and are the only fields that are **required** to be entered.

Event Type

(This option can be used only once per contract)

Select one of the Event Types from the list.

This list includes:

- Asphalt Pavement – Sect. 337
- Bearing Devices – Sect. 401
- Bonding verified
- Brdg Deck Exp Joints, etc. – Sect. 401
- Brdg Drainage System – Sect. 401
- Coatings – Sect. 401
- Concrete Pavement – Sect. 355
- Contract Documents
- DBE Commitment
- Final Estimates
- Final Inspection Completed
- Landscape Installation – Sect. 580
- Offer of Final Payment
- Traffic Markings – Sect. 707

Event Group Type

Select one of the Event Group Types from the list.

This list includes:

- Certification
- Contract Documents
- EEO
- Final Estimates
- Miscellaneous
- Offer of Final Payment
- Other
- Progress Estimate
- Training
- Value Added Project Feature Event

Definitions of Fields, con't.

Frequency Type

For the Value Added feature select the appropriate frequency at which

some action during the Value Added period is to take place.

This list includes:

- Annually
- Bi-Weekly
- Daily
- Monthly
- One Time only
- Quarterly
- Semi-Annually
- Weekly

Example:

1. Say you have a 1 year Value Added period but you want to have an inspection every 3 months. The "Frequency Type" would be Quarterly and "Nbr of Occurrences" would be 4. This would then create a Value Added period of 1 year (4 occurrences times Quarterly).

2. Say you have a 3 year Value Added period and you want to have an inspection each year. The "Frequency Type" would be Annually and "Nbr of Occurrences" would be 3. This would then create a Value Added period of 3 years (1 occurrence for 3 times).

Next Proj Date: This is the date at which the first period identified in the Frequency Type will occur.

Example:

1. From above, say the start of the first Quarterly period was 1/1/04 then the end of the first period would be projected as 4/1/04 (Start date plus 3 months).

2. From above, say the start of the first Yearly period was 1/1/04 then the end of the first period would be projected 1/1/05.

Nbr of Occurrences: This is the number of periods identified for the Frequency Type entered. See examples above.

Recipient This should be the SiteManager UserId of person that will receive "Message Text" in Inbox. Enter **FDOT PA/PM** UserId. (**FDOT PA/PM:** From Main Panel Click on Accessories; Click on In Box. From there you will be able to check your mail.)

Message Text Short message to tell them what activity is to happen at end of each period. Example "Asphalt, Value Added, Inspect yearly for period of 3 years per Specifications".

All of the other items on the screen do not need to be entered for Value Added Features.

Once you have entered the information be sure that you have saved the information before you leave the screen.

REVIEWER'S RESPONSIBILITIES

(PERFORMED BY LOCAL WARRANTY COORDINATOR)

When the Value Added Feature "Checklist Event" occurs, the actual date at which the individual period was completed and the result of the event will be entered on the "Checklist Event Dates" screen. There is no need to enter anything on this screen until the "Next Proj. Date" event has occurred.

From the Contract Records Menu panel, shown previously select <Checklist Event Dates> to display the following screen for entering the actual date that an event occurred.

The screenshot shows the AASHTO SiteManager application window. The title bar reads "AASHTO SiteManager". The menu bar includes "File", "Edit", "Services", "Window", and "Help". The toolbar contains various icons for file operations and a "FIELDS" button. The main window is titled "Checklist Event Dates" and shows "Contract ID: E3A19".

Event Type	Frequency Type	Event Group Type	Next Proj Date	Nbr of Occrc	Required to Activate	Discr Ind
Asphalt Pavement-Sect. 338	Annually	Project Feature Warranty Event	07/13/04	4	N	N
Traffic Markings-Sect. 707	Annually	Project Feature Warranty Event	07/20/04	2	N	N

Projected Date	Actual Date	Comments
07/20/03	07/25/03	End of Warranty Year 1

The status bar at the bottom shows "Ready", "Server", "SYSTE", "SMADMIN", and "cn982j".

Please note that each time you enter an "Actual Date" when an "event" occurred the "Next Proj Date" field will be automatically calculated for you based on the "Frequency Type" and the "Nbr of Occurrences" as defined on the "Checklist Event" screen.

To enter an "Actual Date" for an event that has now occurred, highlight the lower portion of the screen and then press the "New" icon from the toolbar or select File-New from the menu. This will create a blank record that has the "Projected Date" filled out for you. Enter the "Actual Date" and any "Comments" you wish to make about the event such as "Value Added Inspection Completed", "Contractor was notified of Remedial Action", etc. Comment field is 60 characters long.

Once you have entered the "Actual Date" and "Comments", the "Next Proj Date" and "Nbr of Occurrences" will be changed to indicate when the next event is to occur and how many events remain.

When the warranty period has successfully been completed, the Local Warranty Coordinator will email Larry Stone (District Warranty Coordinator). Larry Stone will, on a monthly basis, email DOCO with contracts with completed warranties.

DISTRICT OFFICE RESPONSIBILITIES

The DOCO staff will review for accuracy, pass as a Status 52, and place in the “Warranty” Drawer until warranty expires.

In PAP comments, type “EJF in Warranty Drawer – Expires (DATE).”

After completion of the warranty period, notification should be provided to **jennifer.taylor@dot.state.fl.us**. DOCO will process status change “50” and close the construction contract on the financial side.

Once the contract is closed, DOCO **ONLY** will enter “Physical Work Complete Date” in SiteManager which closes the contract.

ATTACHMENTS:

- **Warranty/Maintenance Bond (Landscape)**
- **Warranty/Maintenance Bond (Signal Installation)**

POINT OF CONTACT LIST:

- **Construction:** Robin Woods **jennifer.taylor@dot.state.fl.us** (386) 943-5367
- **Maintenance:** Larry Stone **larry.stone@dot.state.fl.us** (386) 943-5292

WARRANTY/MAINTENANCE BOND
(Standard Specifications Subarticle 580-11 Landscape)

Bond No. _____

Know All Men By These Presents,

That we, (Prime Contractor /Address) _____ hereinafter called Principal, and (Surety/Address) _____ hereinafter called the Surety, are held and firmly bound unto the **State Of Florida Department Of Transportation**, hereinafter called the Oblige, in the full and just sum of _____ Dollars (\$ _____), current money of the United States, for the payment whereof we hereby bind ourselves and each of us and each of our heirs, executors, administrators, successors and assigns, jointly and severally, this _____ day of _____, _____.

WHEREAS, the Principal has heretofore entered into a contract with the Oblige dated _____, for _____ to be performed in accordance with the contract documents, including, but not limited to, special provisions, supplemental and standard specifications, drawings, supplemental agreements and change orders, all of which are by reference incorporated herein and made a part hereof, and hereinafter referred to as the Contract; and

WHEREAS, said Contract provides that the Principal will furnish a warranty/maintenance bond regarding proper maintenance, survival and condition of all landscape items pursuant to and as more specifically provided for in Standard Specifications 580-11 and any related supplemental specification, special provision or other provision of the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall remedy any defects and make any repairs, replacements, and perform warranty work as may be required by Standard Specification 580-11 and the Contract and pay to and indemnify the Oblige against any loss, cost, damage or expense the Oblige may incur by reason of such defect work and or failure of the Principal to perform or satisfactorily complete warranty work as required by the Contract and this bond, then this obligation shall be void; otherwise, it shall remain in full force and effect.

The warranty and maintenance period covered by this bond is one (1) year after the Department's final acceptance of all work required by the Contract, in accordance with 5-11.

This bond shall apply to all defects and required warranty work that are identified, occur, appear or manifest themselves within the warranty period specified by the Contract and this bond and for which the Oblige has given written notice to the Principal and Surety during or within thirty (30) days after the expiration of the one year warranty period.

WITNESS the signature of the Principal (Contractor) and the signature of the Surety by _____ its _____ (Agent or Attorney-in-Fact) with the seals of said Principal and Surety hereunto affixed this _____ day of _____, _____.

Principal (Type/Print Name of Entity)

By _____
Authorized Signature (SEAL HERE)

Print Name and Title of Person Signing

Surety is organized and existing under the laws of the State of _____ and authorized to do business in the State of Florida, pursuant to the laws of the State of Florida.

Countersigned: _____
Florida Resident Agent
Print information below (Florida Resident Agent ONLY; whether in Attorney-in-Fact or Countersignature role);
By: _____

Name: _____
Business Address: _____

Telephone: _____

Name of Surety Company (Print)

Attorney-in-Fact (Surety) (SEAL HERE)

Above Signatory is also Florida Resident Agent
(check if applicable and complete business name, address and telephone number block at left; if not, have such an agent countersign and complete block)

WARRANTY/MAINTENANCE BOND
(Standard Specifications Subarticle 611-5 Signal Installations)

Bond No. _____

Know All Men By These Presents,

That we, (Prime Contractor/Address) _____
hereinafter called Principal, and (Surety/Address) _____
hereinafter called the Surety, are held and firmly bound unto the **State Of Florida Department Of Transportation**, hereinafter called the Obligee, in the full and just sum of _____ Dollars (\$ _____), current money of the United States, for the payment whereof we hereby bind ourselves and each of us and each of our heirs, executors, administrators, successors and assigns, jointly and severally, this ____ day of _____, ____.

WHEREAS, the Principal has heretofore entered into a contract with the Obligee dated (Contract execution date): _____ for : Contract #: _____ Financial Project #: _____ to be performed in accordance with the contract documents, including, but not limited to, special provisions, supplemental and standard specifications, drawings, supplemental agreements and change orders, all of which are by reference incorporated herein and made a part hereof, and hereinafter referred to as the Contract; and

WHEREAS, said Contract provides that the Principal will furnish a warranty/maintenance bond for the repair or replacement of any defective components of the signal installations pursuant to and as more specifically provided for in Standard Specifications 611-5 and any related supplemental specification, special provision or other provision of the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall remedy any defects and make any repairs, replacements, and perform warranty work as may be required by Standard Specification 611-5 and the Contract and pay to and indemnify the Obligee against any loss, cost, damage or expense the Obligee may incur by reason of such defect work and or failure of the Principal to perform or satisfactorily complete warranty work as required by the Contract and this bond, then this obligation shall be void; otherwise, it shall remain in full force and effect.

The warranty and maintenance period covered by this bond is ninety (90) days after the Department's final acceptance of all work required by the Contract, as more specifically provided for in the Contract. Warranty/Maintenance Bond is for the repair or replacement of any defective components of the signal installations in accordance with 5-11.

This bond shall apply to all defects and required warranty work that are identified, occur, appear or manifest themselves within the warranty period specified by the Contract and this bond and for which the Obligee has given written notice to the Principal and Surety during or within thirty (30) days after the expiration of the ninety day warranty period.

WITNESS the signature of the Principal (Contractor) and the signature of the Surety by _____ its _____ (Agent or Attorney-in-Fact) with the seals of said Principal and Surety hereunto affixed this ____ day of _____, _____.

Principal (Type/Print Name of Entity)

By _____
Authorized Signature (SEAL HERE)

Print Name and Title of Person Signing

Surety is organized and existing under the laws of the State of _____ and authorized to do business in the State of Florida, pursuant to the laws of the State of Florida.

Countersigned: _____
Florida Resident Agent

Name of Surety Company (Print)

Print information below (Florida Resident Agent ONLY; whether in Attorney-in-Fact or Countersignature role);

By: _____
Name: _____

Business Address/Telephone: _____

Attorney-in-Fact (Surety) (SEAL HERE)

Above Signatory is also Florida Resident Agent
(check if applicable and complete business name,
address and telephone number block at left; if not, have
such an agent countersign and complete block)

FOR WARRANTY AND VALUE ADDED PROJECTS TRACKING CONTRACT VALUE ADDED FEATURES

NOTE: The responsibility for performing the functions detailed below will be determined by the District Construction Engineer except for those specifically designated as the responsibility of the District Final Estimates Manager.

NOTE: These instructions apply to all contracts, those where the specifications are a part of the original contract, as well as warranties added by a field supplemental agreement a result of some deficiency in the work performed by the Contractor.

On contracts that have Value Added features, the normal processes for accepting the work will be followed.

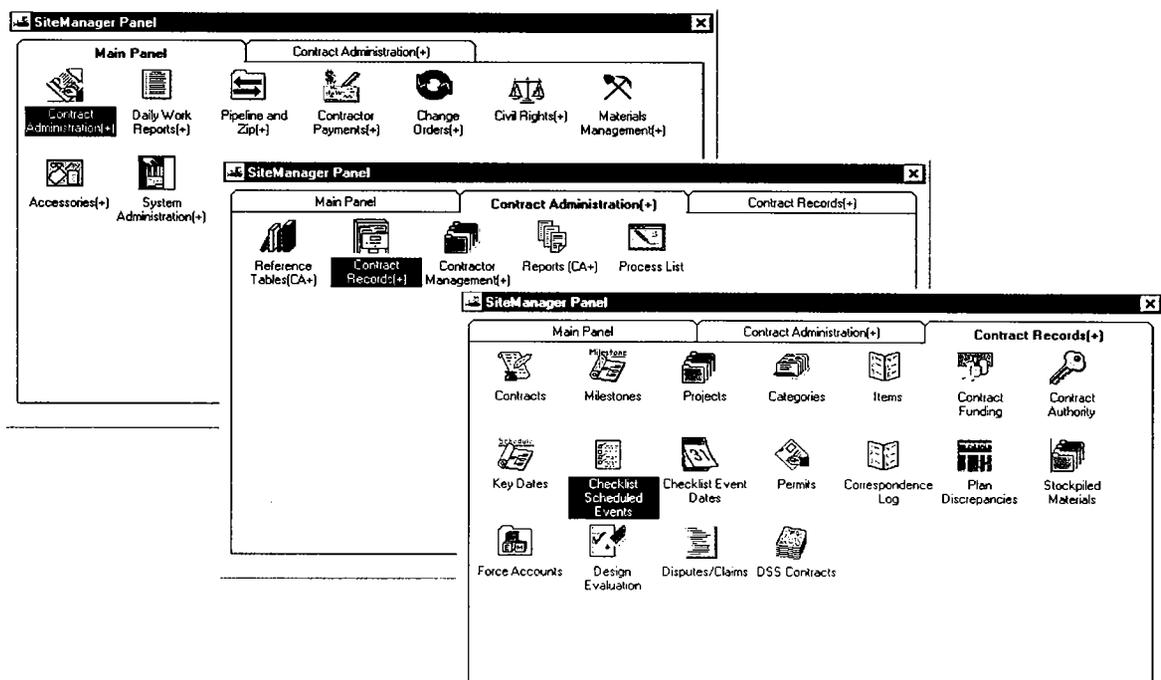
At the same time the “Final Acceptance” is entered in SiteManager, the “Under Warranty” date should be entered by District Office also. This will be done using the “Key Dates” feature.

A Checklist Scheduled Event will be established for each Value Added Feature as reminder dates at the intervals appropriate for the item or items in the contract.

SiteManager requires entering a recipient or a distribution list and to satisfy this requirement you should enter an appropriate person’s name of your choice. This notification is only done within SiteManager mail system and currently doesn’t interface with Lotus Notes. A separate process will be used through Lotus Notes to notify the appropriate District Value Added Coordinator as to events that require their attention. It will then be the responsibility of the Value Added Coordinator to enter the actual events dates for each of the Value Added Feature event reminders entered as “Checklist Events”.

Creating a Value Added Feature Checklist Event

From the SiteManager Main Menu panel select <**Contract Administration**> and then from the Contract Administration Menu panel select <**Contract Records**> then from the Contracts



Record Menu panel select <Checklist Schedule Events>. This will display the screen below.

AASHTO SiteManager
File Edit Services Window Help

Checklist Scheduled Events
Contract ID: E3A19

Event Type	Frequency Type	Event Group Type	Next Proj Date	Nbr of Occnc
Traffic Markings-Sect. 707	Annually	Project Feature Warranty Event	07/20/04	2
Asphalt Pavement-Sect. 338	Annually	Project Feature Warranty Event	07/13/04	4

Event Type: Traffic Markings-Sect. 707 Event Group Type: Project Feature Warranty Event
 Frequency Type: Annually Event Day: Milestone No:
 Next Proj Date: 07/20/04 Required to Activate
 Nbr of Occurrences: 2 Discrepancy
 Required Doc Type: Spaces External Indicator
 Distribution List: Recipient: cn982j
 Message Text: Contractor's evaluation due.

Ready Server SYSTE SMADMIN cn982j

The following are definitions of fields on this screen and are the only fields that required to be entered.

- Event Type** Select one of the Value Added features types from the list.
- Event Group Type** Select the "Project Feature Warranty Event"
- Frequency Type** For the Value Added feature select the appropriate frequency at which some action during the Value Added period is to take place.
 Example:
 1. Say you have a 1 year Value Added period but you want to have an inspection every 3 months. The "Frequency Type" would be Quarterly and "Nbr of Occurrences" would be 4. This would then create a Value Added period of 1 year (4 occurrences times Quarterly).
 2. Say you have a 5 year Value Added period and you want to have an inspection each year. The "Frequency Type" would be Yearly and "Nbr of Occurrences" would be 5. This would then create a Value Added period of 5 years (1 occurrence for 5 times).

Next Proj Date:	This is the date at which the first period identified in the Frequency Type will conclude. Example: 1. From above, say the start of the first Quarterly period was 1/1/04 then the end of the first period would be projected as 4/1/04 (Start date plus 3 months). 2. From above, say the start of the first Yearly period was 1/1/04 then the end of the first period would be projected 1/1/05.
Nbr of Occurrences:	This is the number of periods identified for the Frequency Type entered. See examples above.
Recipient	SiteManager Userid of person that "Message Text" will be sent too. Either enter the Project Manager or the District Value Added Coordinator's Userid.
Message Text	Short message to tell them what activity is to happen at end of each period. Example "Value Added Feature Inspection Required"

All of the other items on the screen are not to be used for Value Added Features.

You will enter just one "Checklist Event" for each of the Value Added Features for this contract.

Once you have entered the information be sure that you have saved the information before you leave the screen.

Value Added Contracts and the Final Estimates Process

The normal process for making the final offer to the contractor will be followed.

Upon full acceptance of the offer, the contractor will be paid in the normal manner.

The Contract Estimate Transmittal - Action Request(Form 700-050-37) will be used to notify the Office of Comptroller that the contract is a value added contract.

All contracts, except Traffic Marking contracts, will be placed in Status 52 and the remaining funds unencumbered.

In the case of contracts with Traffic Markings warranties, these contracts will remain open(see above).

All value added contracts will remain in "Active" in SiteManager throughout the warranty period.

DO NOT CHANGE STATUS TO 'COMPLETE' or ENTER 'PHYSICAL WORK COMPLETE' DATE.

Note: When the contract is sent to the Office of Comptroller for processing the Passed and Paid off dates should be entered as appropriate. Make sure that the contract has it's "Under Warranty" Key Date entered after it is paid off. The contract will remain there until the warranty period has expired.

A new code will be added to the Final Estimates Status Report program to identify contracts that are under warranty.

Recording Actions Taken for Each Value Added Feature

When the Value Added Feature "Checklist Event" occurs, the actual date at which the individual period was completed and the result of the event will be entered on the "Checklist Event Dates" screen. There is no need to enter anything on this screen until the "Next Proj. Date" event has occurred.

From the Contract Records Menu panel, shown on previously select <Checklist Event Dates> to display the following screen for entering the actual date that an event occurred.

AASHTO SiteManager
 File Edit Services Window Help

Checklist Event Dates
 Contract ID: E3A19

Event Type	Frequency Type	Event Group Type	Next Proj Date	Nbr of Occrnc	Required to Activate	Discr Ind
Asphalt Pavement-Sect. 338	Annually	Project Feature Warranty Event	07/13/04	4	N	N
Traffic Markings-Sect. 707	Annually	Project Feature Warranty Event	07/20/04	2	N	N

Projected Date	Actual Date	Comments
07/20/03	07/25/03	End of Warranty Year 1

Ready Server SYSTEMSADMIN jcn982ii

Please note that each time you enter an “Actual Date” when an “event” occurred the “Next Proje Date” field will be automatically calculated for you based on the “Frequency Type” and the “Nbr of Occurrences” as defined on the “Checklist Event” screen.

To enter an “Actual Date” for an event that has now occurred, highlight the lower portion of the screen and then press the “New” icon from the toolbar or select File-New from the menu. This will create a blank record that has the “Projected Date” filled out for you. Enter the “Actual Date” and any “Comments” you wish to make about the event such as “Value Added Inspection Completed”, “Contractor was notified of Remedial Action”, etc. Comment field is 60 characters long.

Once you say the “Actual Date” and “Comments” that are entered the “Next Proj Date” and “Nbr of Occurrences” will be changed to indicate when next event is to occur and how many events remain.

Reporting Work Done by Contractor During Value Added Period

When the responsible party is engaged in Value Added repairs on the project, Daily Work Reports will be entered in the usual manner, however, no time will be charged. The Diary will be completed with appropriate notes as necessary and the “Charge” tab will be completed to indicate a “No Charge Day” with appropriate reason.

On Traffic Markings contracts, document lane rental usage as required in the contract.

FOR WARRANTY AND VALUE ADDED PROJECTS TRACKING CONTRACT VALUE ADDED FEATURES

NOTE: The responsibility for performing the functions detailed below will be determined by the District Construction Engineer except for those specifically designated as the responsibility of the District Final Estimates Manager.

NOTE: These instructions apply to all contracts, those where the specifications are a part of the original contract, as well as warranties added by a field supplemental agreement a result of some deficiency in the work performed by the Contractor.

On contracts that have Value Added features, the normal processes for accepting the work will be followed.

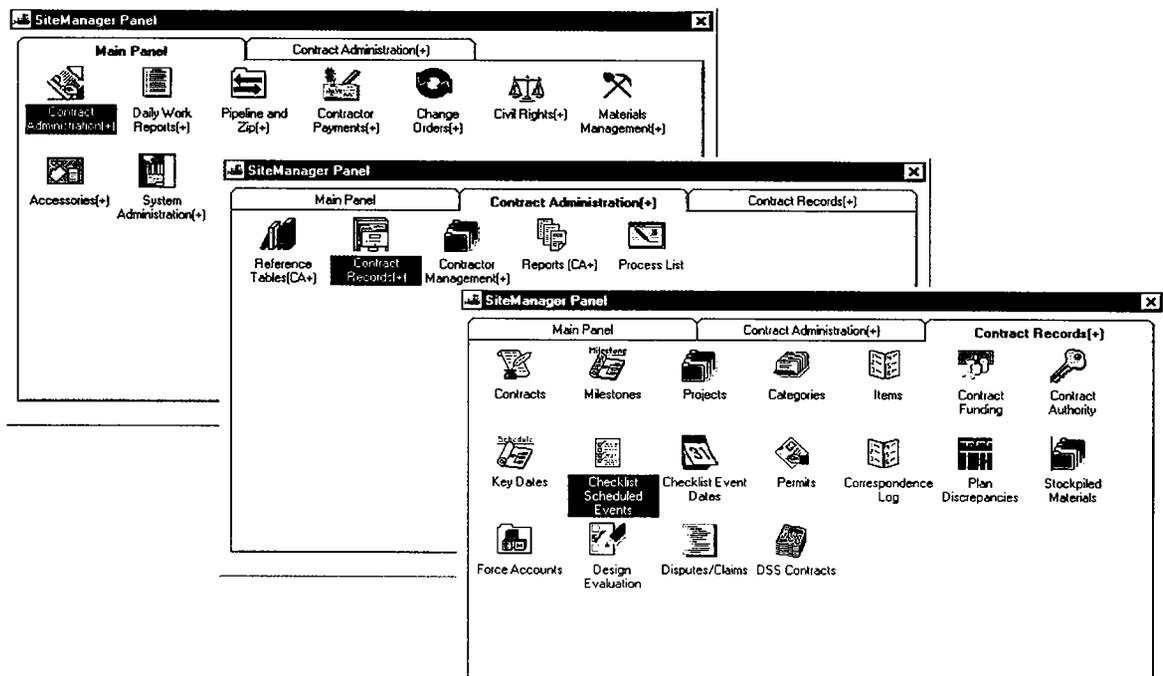
At the same time the “Final Acceptance” is entered in SiteManager, the “Under Warranty” date should be entered by District Office also. This will be done using the “Key Dates” feature.

A Checklist Scheduled Event will be established for each Value Added Feature as reminder dates at the intervals appropriate for the item or items in the contract.

SiteManager requires entering a recipient or a distribution list and to satisfy this requirement you should enter an appropriate person’s name of your choice. This notification is only done within SiteManager mail system and currently doesn’t interface with Lotus Notes. A separate process will be used through Lotus Notes to notify the appropriate District Value Added Coordinator as to events that require their attention. It will then be the responsibility of the Value Added Coordinator to enter the actual events dates for each of the Value Added Feature event reminders entered as “Checklist Events”.

Creating a Value Added Feature Checklist Event

From the SiteManager Main Menu panel select <Contract Administration> and then from the Contract Administration Menu panel select <Contract Records> then from the Contracts



Record Menu panel select <Checklist Schedule Events>.
 This will display the screen below.

AASHTO SiteManager
 File Edit Services Window Help

Checklist Scheduled Events
 Contract ID: E3A19

Event Type	Frequency Type	Event Group Type	Next Proj Date	Nbr of Occrnc
Traffic Markings-Sect. 707	Annually	Project Feature Warranty Event	07/20/04	2
Asphalt Pavement-Sect. 338	Annually	Project Feature Warranty Event	07/13/04	4

Event Type: Traffic Markings-Sect. 707 Event Group Type: Project Feature Warranty Event
 Frequency Type: Annually Event Day: Milestone No:
 Next Proj Date: 07/20/04 Required to Activate
 Nbr of Occurrences: 2 Discrepancy
 Required Doc Type: Spaces External Indicator
 Distribution List: Recipient: cn982j
 Message Text: Contractor's evaluation due.

Ready Server SYSTE SMADMIN cn982j

The following are definitions of fields on this screen and are the only fields that required to be entered.

- Event Type** Select one of the Value Added features types from the list.
- Event Group Type** Select the "Project Feature Warranty Event"
- Frequency Type** For the Value Added feature select the appropriate frequency at which some action during the Value Added period is to take place.
 Example:
 1. Say you have a 1 year Value Added period but you want to have an inspection every 3 months. The "Frequency Type" would be Quarterly and "Nbr of Occurrences" would be 4. This would then create a Value Added period of 1 year (4 occurrences times Quarterly).
 2. Say you have a 5 year Value Added period and you want to have an inspection each year. The "Frequency Type" would be Yearly and "Nbr of Occurrences" would be 5. This would then create a Value Added period of 5 years (1 occurrence for 5 times).

Next Proj Date:	This is the date at which the first period identified in the Frequency Type will conclude. Example: 1. From above, say the start of the first Quarterly period was 1/1/04 then the end of the first period would be projected as 4/1/04 (Start date plus 3 months). 2. From above, say the start of the first Yearly period was 1/1/04 then the end of the first period would be projected 1/1/05.
Nbr of Occurrences:	This is the number of periods identified for the Frequency Type entered. See examples above.
Recipient	SiteManager Userid of person that "Message Text" will be sent too. Either enter the Project Manager or the District Value Added Coordinator's Userid.
Message Text	Short message to tell them what activity is to happen at end of each period. Example "Value Added Feature Inspection Required"

All of the other items on the screen are not to be used for Value Added Features.

You will enter just one "Checklist Event" for each of the Value Added Features for this contract.

Once you have entered the information be sure that you have saved the information before you leave the screen.

Value Added Contracts and the Final Estimates Process

The normal process for making the final offer to the contractor will be followed.

Upon full acceptance of the offer, the contractor will be paid in the normal manner.

The Contract Estimate Transmittal - Action Request(Form 700-050-37) will be used to notify the Office of Comptroller that the contract is a value added contract.

All contracts, except Traffic Marking contracts, will be placed in Status 52 and the remaining funds unencumbered.

In the case of contracts with Traffic Markings warranties, these contracts will remain open(see above).

All value added contracts will remain in "Active" in SiteManager throughout the warranty period.

DO NOT CHANGE STATUS TO 'COMPLETE' or ENTER 'PHYSICAL WORK COMPLETE' DATE.

Note: When the contract is sent to the Office of Comptroller for processing the Passed and Paid off dates should be entered as appropriate. Make sure that the contract has it's "Under Warranty" Key Date entered after it is paid off. The contract will remain there until the warranty period has expired.

A new code will be added to the Final Estimates Status Report program to identify contracts that are under warranty.

Recording Actions Taken for Each Value Added Feature

When the Value Added Feature "Checklist Event" occurs, the actual date at which the individual period was completed and the result of the event will be entered on the "Checklist Event Dates" screen. There is no need to enter anything on this screen until the "Next Proj. Date" event has occurred.

From the Contract Records Menu panel, shown on previously select <Checklist Event Dates> to display the following screen for entering the actual date that an event occurred.

AASHTO SiteManager
 File Edit Services Window Help

Checklist Event Dates
 Contract ID: E3A19

Event Type	Frequency Type	Event Group Type	Next Proj Date	Nbr of Occrnc	Required to Activate	Discr Ind
Asphalt Pavement-Sect. 338	Annually	Project Feature Warranty Event	07/13/04	4	N	N
Traffic Markings-Sect. 707	Annually	Project Feature Warranty Event	07/20/04	2	N	N

Projected Date	Actual Date	Comments
07/20/03	07/25/03	End of Warranty Year 1

Ready Server [SYSTE] [SMADMIN] [cn982j]

Please note that each time you enter an “Actual Date” when an “event” occurred the “Next Proje Date” field will be automatically calculated for you based on the “Frequency Type” and the “Nbr of Occurrences” as defined on the “Checklist Event” screen.

To enter an “Actual Date” for an event that has now occurred, highlight the lower portion of the screen and then press the “New” icon from the toolbar or select File-New from the menu. This will create a blank record that has the “Projected Date” filled out for you. Enter the “Actual Date” and any “Comments” you wish to make about the event such as “Value Added Inspection Completed”, “Contractor was notified of Remedial Action”, etc. Comment field is 60 characters long.

Once you say the “Actual Date” and “Comments” that are entered the “Next Proj Date” and “Nbr of Occurrences” will be changed to indicate when next event is to occur and how many events remain.

Reporting Work Done by Contractor During Value Added Period

When the responsible party is engaged in Value Added repairs on the project, Daily Work Reports will be entered in the usual manner, however, no time will be charged. The Diary will be completed with appropriate notes as necessary and the “Charge” tab will be completed to indicate a “No Charge Day” with appropriate reason.

On Traffic Markings contracts, document lane rental usage as required in the contract.

Making Required Payments

On contracts with a Traffic Markings warranty, periodic payments and lane rental charges, if any, will be made as called for in the specifications.

On other contracts, further payments, which will be in the form of Dispute Review Board payments, will be authorized by Field Supplemental Agreement against contingency funds. Such funds will have to be re-encumbered since the contract will be closed out in the financial system as a part of the Final Estimates process. The payment will be made against the Line Item Adjustment for “Contingency Work Item”

All payments to be made will be handled as a progress payment.

NOTE: In the event of the necessity of making additional payments, close coordination should be maintained between the District Construction Engineer, the District Warranty Coordinator and the District Final Estimates Manager since the contract records will be in the custody of the District Final Estimate Manager during the warranty period.



Checklist Scheduled Events

Contract ID: 15188

Event Type	Frequency Type	Event Group Type	Next Proj Date	Nbr of Occrnc	Required to Activate	Discr Ind	Required Doc Type	Ext Ind
			00/00/00		N	N		N

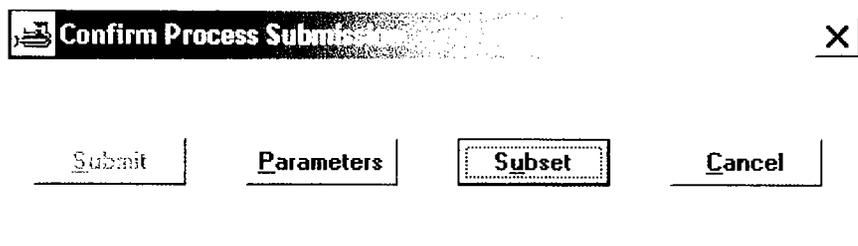
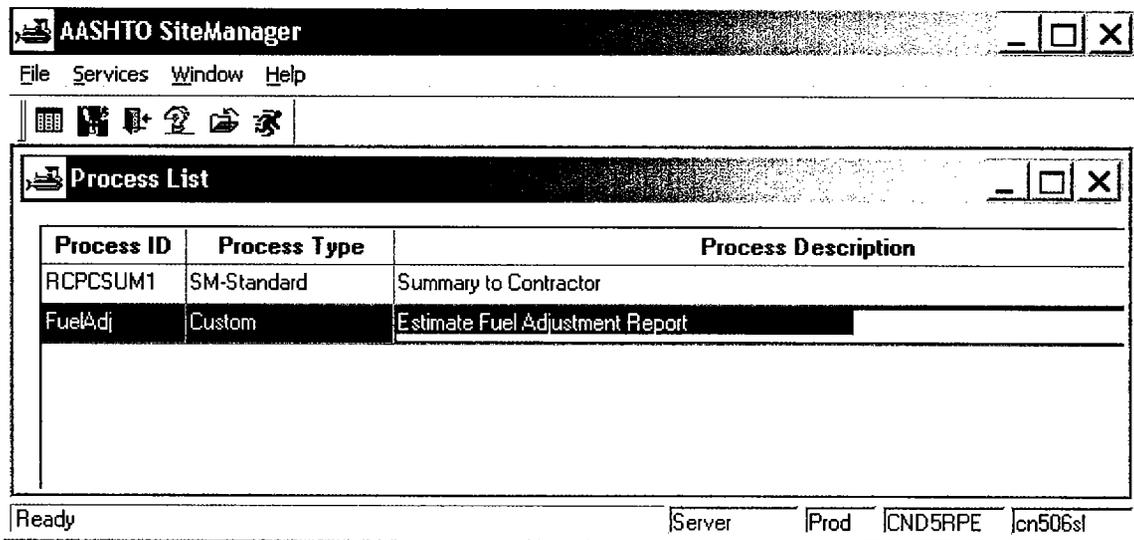
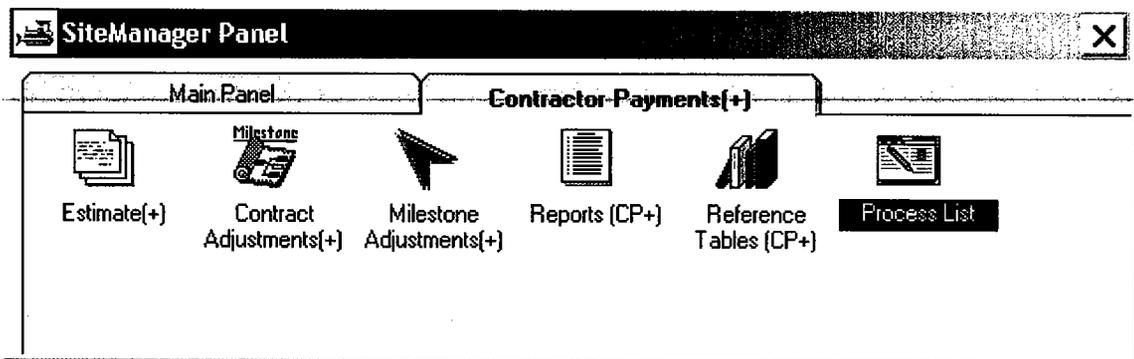
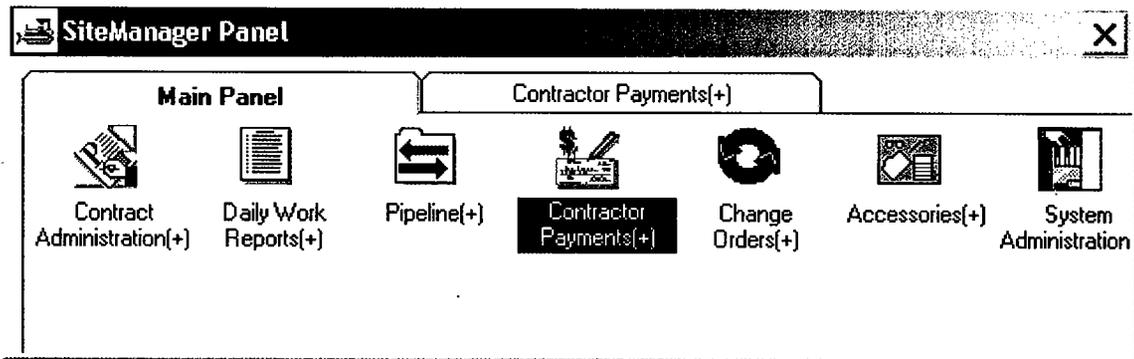
Event Type:		Event Group Type:	
Frequency Type:	Performance Test - Section 576	Milestone No.:	
Next Proj Date:	Post Construction Warranty(Add-On)		
Nbr of Occurrences:	Traffic Markings - Sect: 707		
Required Doc Type:	Value Added Signal Install - Sect: 645		
Distribution List:			
Message Text:			

Local Unit Warranty Coordinators

<i>Last Name</i>	<i>First Name</i>	<i>Phone Ext.</i>	<i>User ID</i>	<i>Department</i>	<i>Mail Station</i>
ST. JUSTE	RAPHAEL	(321) 690-3250	CN524SR	BREVARD OPERATIONS	590
READ	JAMES	(386) 740-3406	MT591JR	DELAND MAINTENANCE	591
ECKERT	CHRIS	(386) 740-3452	MT538CE	STRUCTURES & FACILITIES	538
REMIC	JOE	(352) 315-3100	CN515RJ	LEESBURG OPERATIONS	592
FETZKO	RON	(407) 977-6530 112	MT593RF	OVIEDO MAINTENANCE	593
HATFIELD	JOHN	(407) 858-5900 102	MT594HJ	ORLANDO MAINTENANCE	594
WELLS	CHARLES	(352) 620-7489	MT595CW	OCALA OPERATIONS	595

**To Set Filter with-in Sitemanager for Gas & Diesel Adjustment
And To Run, Save, Edit Fuel Adjustment Report.**

First open up your Contract: From Main Panel folder **double click each of the following Contractor Payments(+), Process List, FuelAdj, then Subset.**



Rt Click in the area below

Select Subset
✕

Contract Id	Fed St Pj Nbr	Est Nbr	Prd End Dt	Gen Dt	Gen By	Est Status	Vend Ic
E3A87-R0	N/A	0001	20010216	20010326	mt395mb	APRV	VF5916404
E3A72-R0	N/A	0003	20010322	20010326	mt391wp	APRV	VF5926387
E3A52	n/a	0004	20010325	20010327	cn313be	APRV	VF6307025
E7949	N/A	0001	20010318	20010327	cn717tb	APRV	VF5914001
E3A88-R0	N/A	0001	20010216	20010327	mt395mb	APRV	VF5916404
E8C27	N/A	0004	20010309	20010327	kn852cg	APRV	VF592554C
E6943-R0	N/A	0016	20010319	20010328	mt610hv	APRV	VF5914352
E2C96-R0	N/A	0001	20010303	20010328	mt294rg	APRV	VF5219705
E2D27	N/A	0003	20010328	20010328	cn208mj	APRV	VF5928715
E2D26	N/A	0003	20010328	20010328	cn206jm	APRV	VF5912134
E3A40	N/A	0004	20010321	20010328	cn313rb	APRV	VF5919697
E3A25-R0	N/A	0004	20010307	20010328	mt393rb	APRV	VF5933193
E6946-R0	N/A	0015	20010319	20010329	mt610hv	APRV	VF6500645
E8C28	N/A	0002	20010308	20010328	kn853jc	APRV	VF3413372
E8C44	N/A	0001	20010108	20010329	kn853jc	APRV	VF3643133

OK
Cancel

You then will get a small icon and Lt click on Filter

The screenshot shows a Microsoft Word window with the 'Select Subset' dialog box open. The dialog box contains a table with contract information. A right-click context menu is visible over the table, with the 'Filter' option highlighted. The table data is as follows:

Contract Id	Fed St Pj Nbr	Est Nbr	Prd End Dt	Gen Dt	Gen By	Est Status	Vend Ic
E3A87-R0	N/A	0001	20010216	20010326	mt395mb	APRV	VF5916404
E3A72-R0	N/A	0003	20010322	20010326	mt391wp	APRV	VF5926387
E3A52	n/a	0004	20010325	20010327	cn313be	APRV	VF6307025
E7949	N/A	0001	20010318	20010327	cn717tb	APRV	VF5914001
E3A88-R0	N/A	0001	20010216	20010327	mt395mb	APRV	VF5916404
E8C27	N/A	0004	20010309	20010327	kn852cg	APRV	VF592554C
E6943-R0	N/A	0016	20010319	20010328	mt610hv	APRV	VF5914352
E2C96-R0	N/A	0001	20010303	20010328	mt294rg	APRV	VF5219705
E2D27	N/A	0003	20010328	20010328	cn208mj	APRV	VF5928715
E2D26	N/A	0003	20010328	20010328	cn206jm	APRV	VF5912134
E3A40	N/A	0004	20010321	20010328	cn313rb	APRV	VF5919697
E3A25-R0	N/A	0004	20010307	20010328	mt393rb	APRV	VF5933193
E6946-R0	N/A	0015	20010319	20010329	mt610hv	APRV	VF6500645
E8C28	N/A	0002	20010308	20010328	kn853jc	APRV	VF3413372
E8C44	N/A	0001	20010108	20010329	kn853jc	APRV	VF3643133

The context menu options are: Filter, Find, Sort, Show Filter Sort. The 'Filter' option is currently selected.

Under the Filter Criteria Lt click **Add** on the right

Field	Condition	Value	Join
-------	-----------	-------	------

Buttons: Insert, Add, Remove, Clear, Test, Load..., Save..., OK, Cancel, Help

To the right under the **Field** click down arrow and pick **cont_id**, the Condition should already be =, in the **Value** Field Type the **Contract Number Capital (T5084)**.

Field	Condition	Value	Join
cont_id	=	T5084	

Buttons: Insert, Add, Remove, Clear, Test, Load..., Save..., OK, Cancel, Help

Then **Lt click Add** on the right again and drop in the **est_nbr** in the **Field**, again condition should be =, and type in the **Estimate Number to 4 places** as shown.

Field	Condition	Value	Join
cont_id	=	T5084	and
est_nbr	=	0001	

Insert
 Add
 Remove
 Clear
 Test
 Load...
 Save...
 OK
 Cancel
 Help

Click **Save** to the Right of the above screen and **Lt click** in the **Default**, then Click on the **OK** button below.
 The next time back in you should get the above screen to simply change the estimate number and Run Report.

Filter Name
Name: Default Filter
<input checked="" type="checkbox"/> Default

OK Cancel Clear

To Run the Report: follow above to get back to this screen, double Lt click each, **Contractor Payments, Process List, FuelAdj., Subset, Right click** in Select Subset, **Left click Filter** to get screen below (after default Filter is saved).

Field	Condition	Value	Join
cont_id	=	T5084	and
est_nbr	=	0001	

Insert
 Add
 Remove
 Clear
 Test
 Load...
 Save...

 OK
 Cancel
 Help

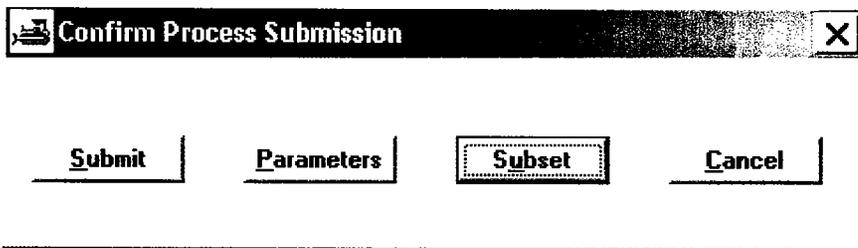
Once back to the Filter Criteria – Default Filter, make sure **Contract Number (must be capital letters)** and **Estimate Number (must be four places)** is correct, click on the **OK** on the right and you will get the next message (Filter Message) – click **OK**.

Filter Message	
	Specified filter will return 1 rows
<input type="button" value="OK"/>	

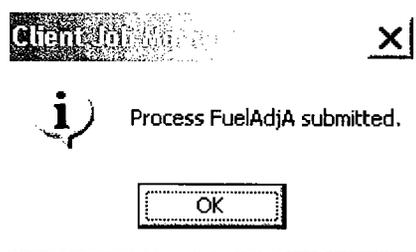
Click **OK** next screen (Select Subset)

Contract Id	Fed St Prj Nbr	Est Nbr	Prd End Dt	Gen Dt	Gen By	Est Status	Vend Id
T5071	0951559I	0003	20050515	20050519	kn854se	INAP	VF351035114C

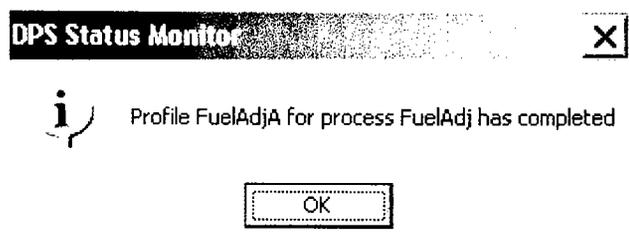
Double Lt click the Submit button.



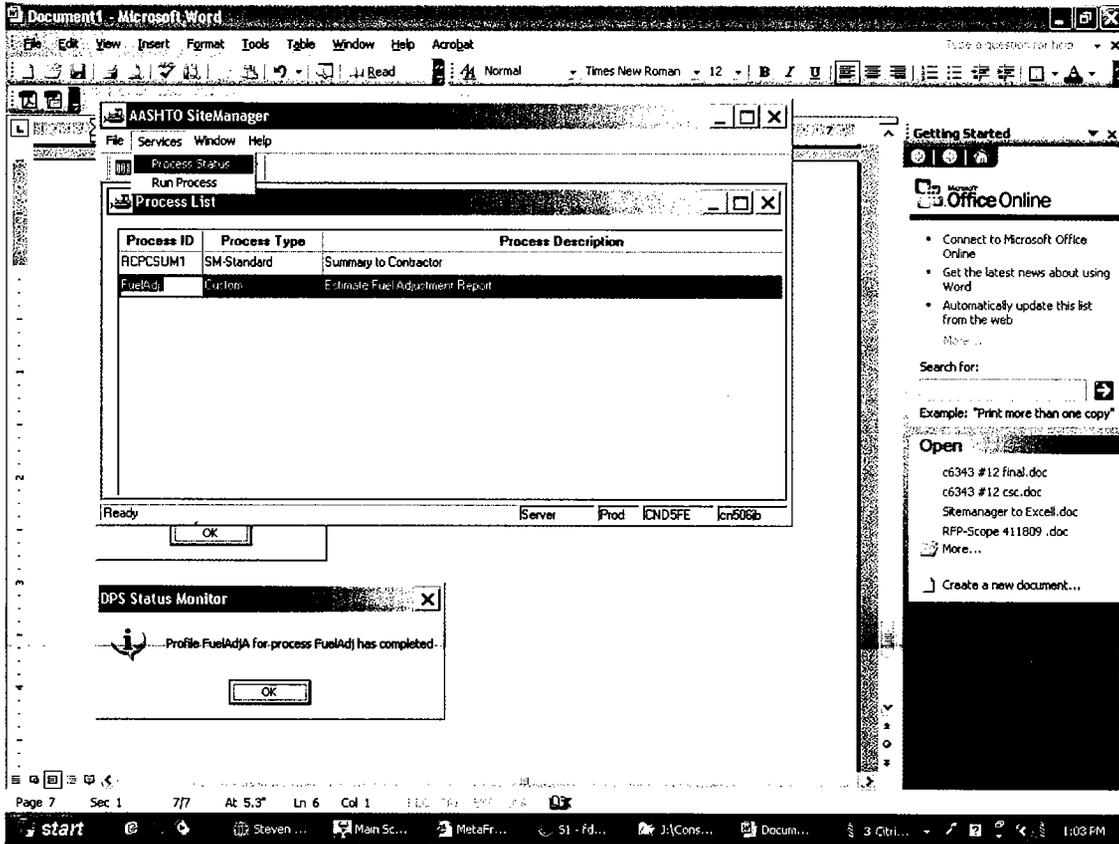
Click **OK** on the Process button



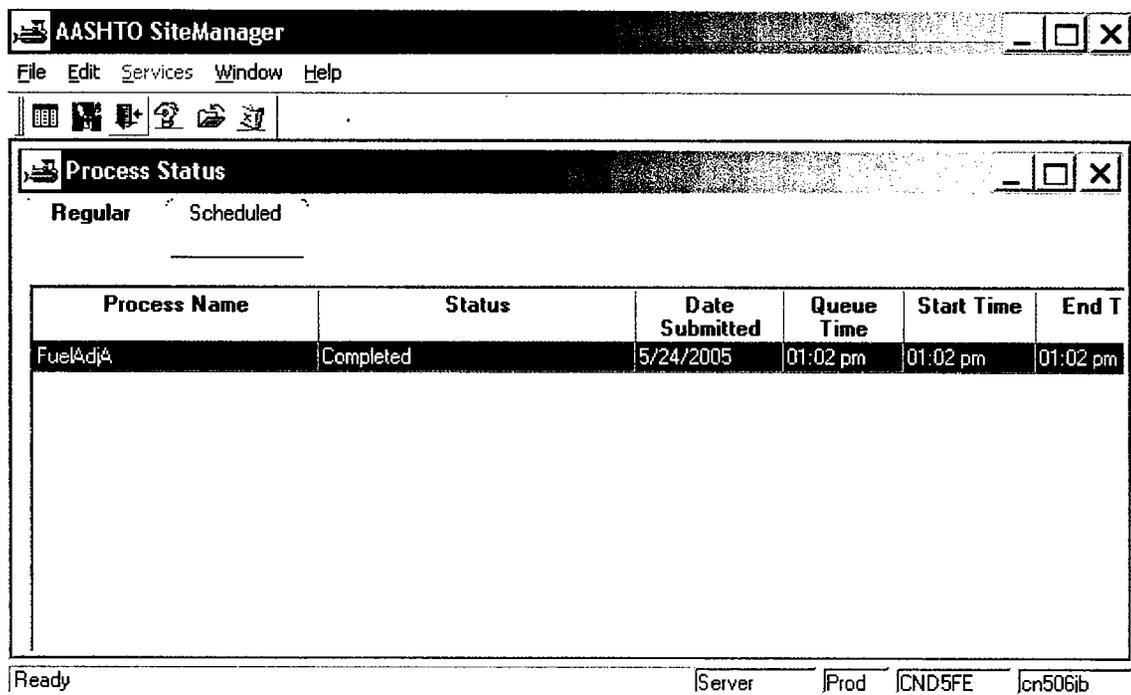
The next screen doesn't show up in the foreground and may take a minute or two to run, Then it will show up in the background. Click **OK** on the Profile button.



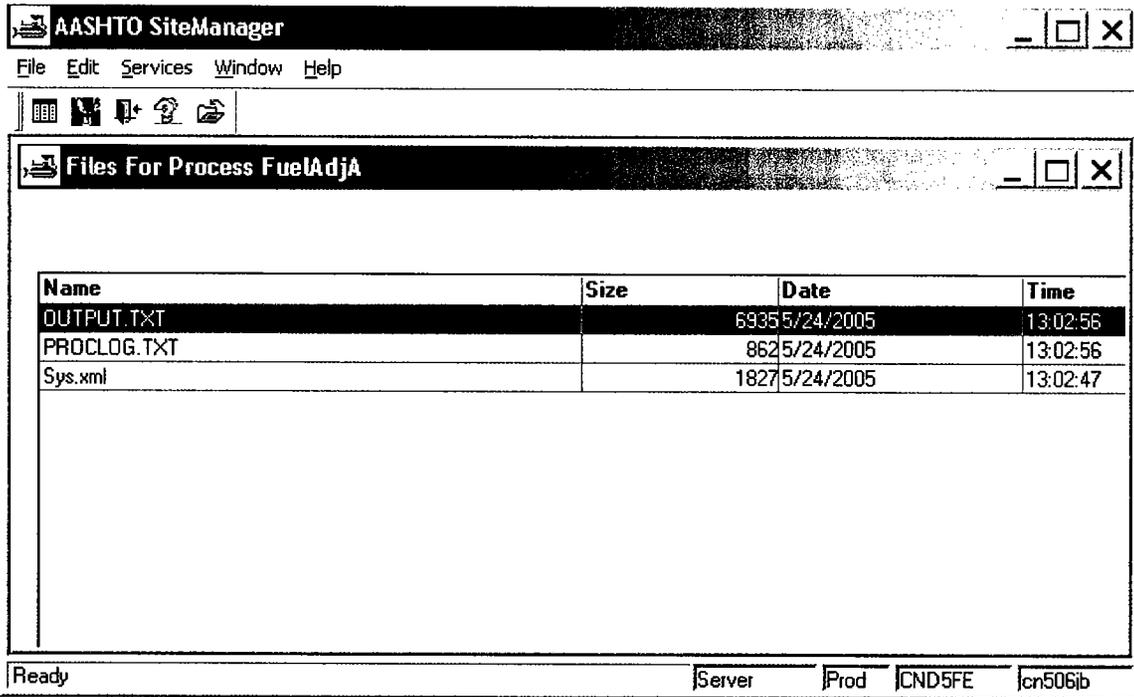
To pull up Report on screen: you should be at the next screen, under Services,
Pick Process Status (you can also check the Status of the Run here also)



Double Lt click FuelAdjA if Status Completed (could be B C Etc. if run more than once)

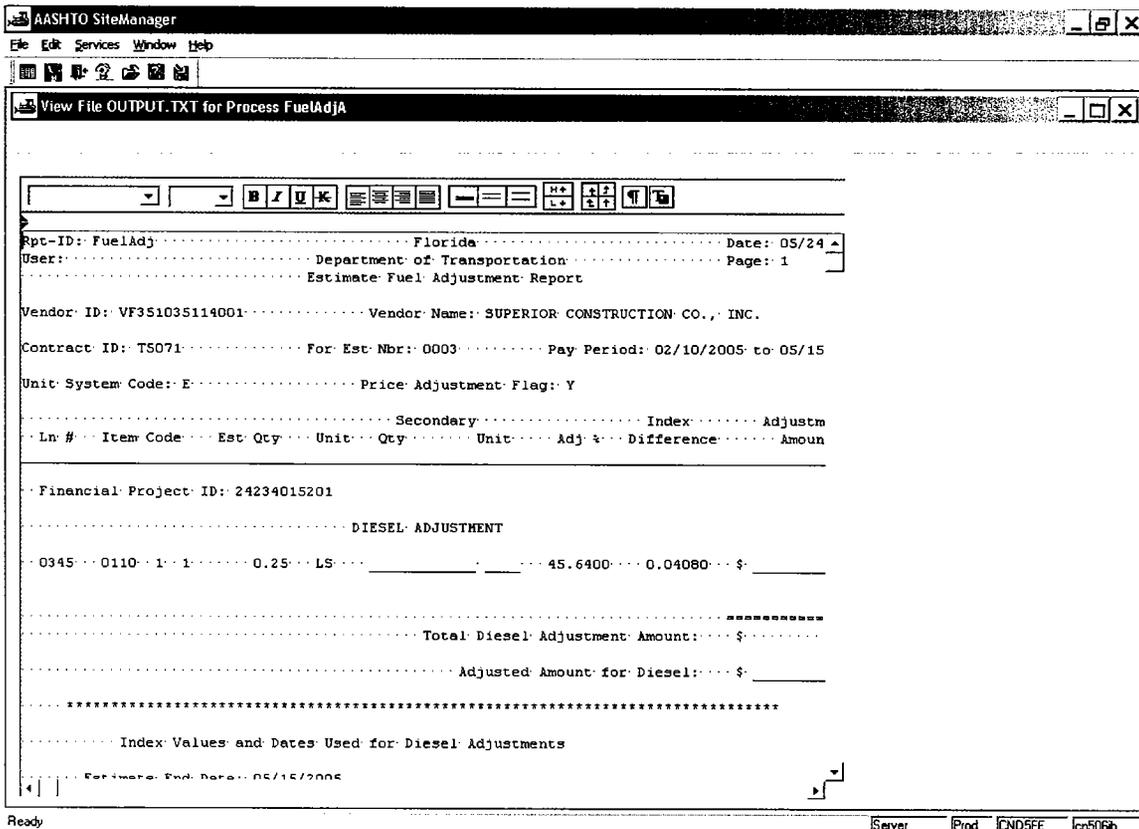


Double Lt click OUTPUT.TXT



The report comes up:

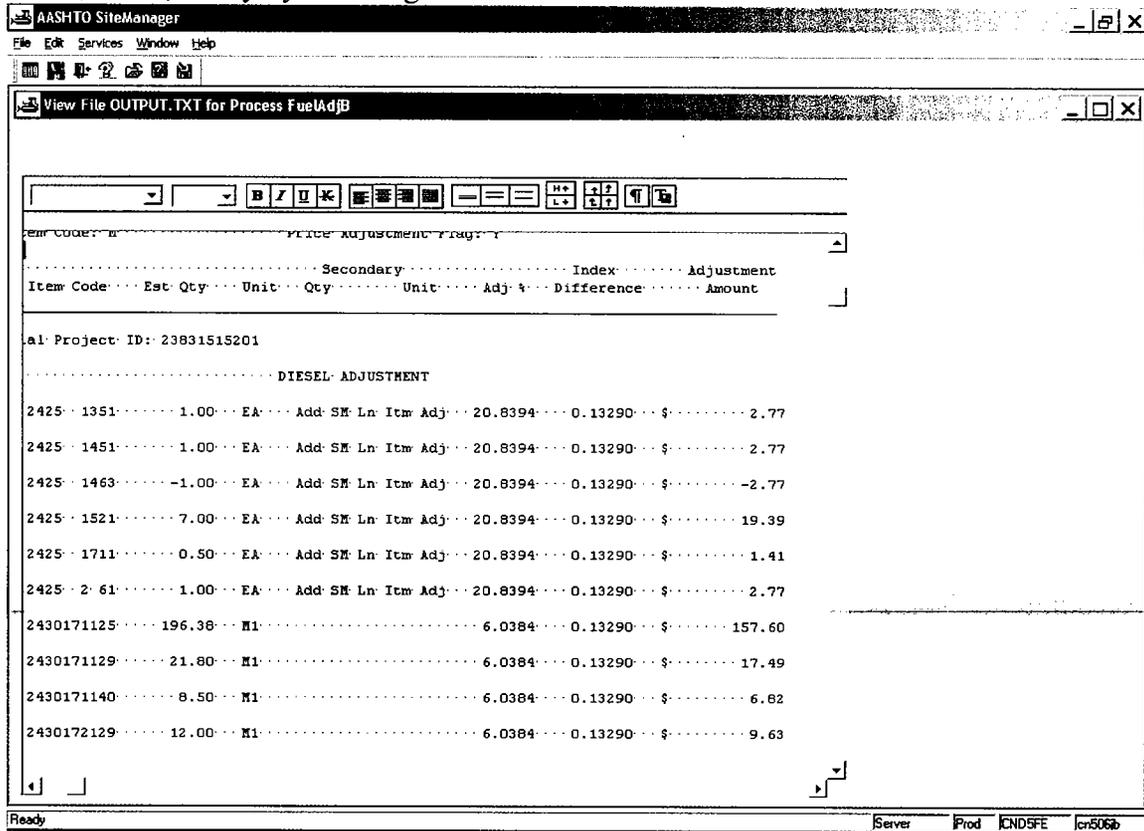
First Example needs secondary Quantity put in (20.550 / Acres) amount for FPN from Comp. Book under quantity & unit, Multiply Qty X Qty X Adj% X Index Difference put in dollars to right. Then Summarize the column and check Sitemanager under Contractor Payments, Contract Adjustments, Line Item Adjustment, double click estimate and review what did Pay and make adjustment for any changes to the Gas & Diesel Report.



Second example

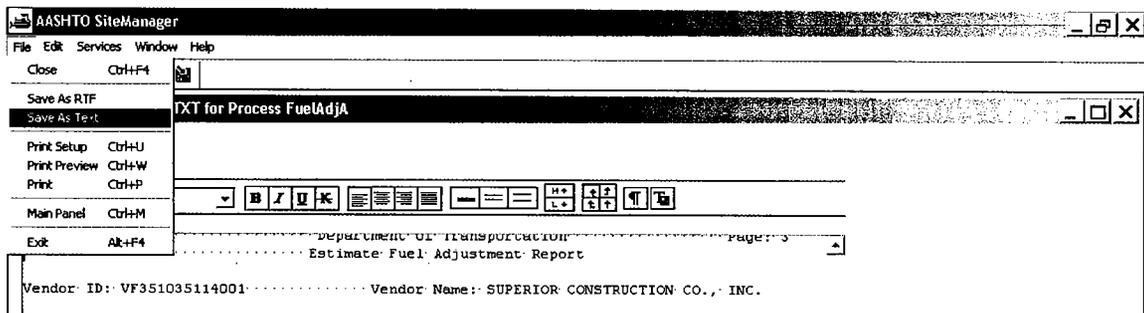
Any line under Adjustment that says to **Add SM Ln Itm Adj**

You will need to be manually add, the rest of the adjustments should already be added to the Estimate, verify by checking.



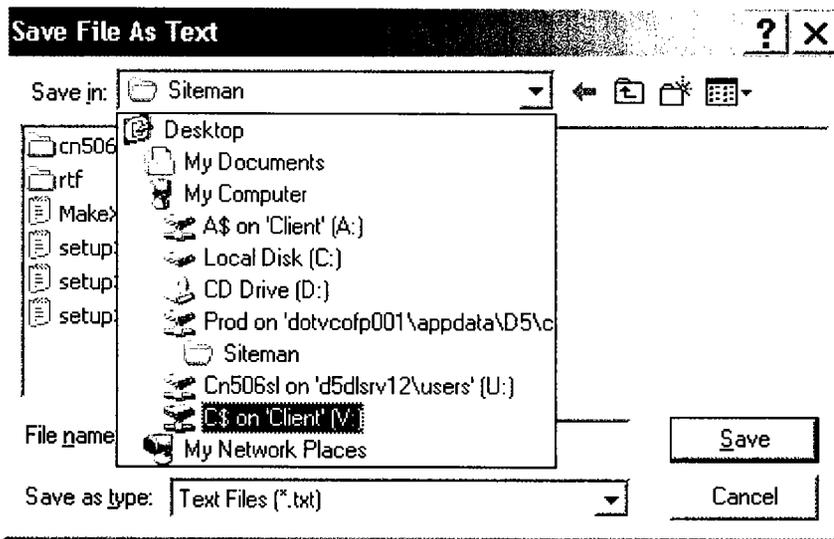
The next thing is to Save the File for Editing and Printing:

Select; File - Save as TXT,

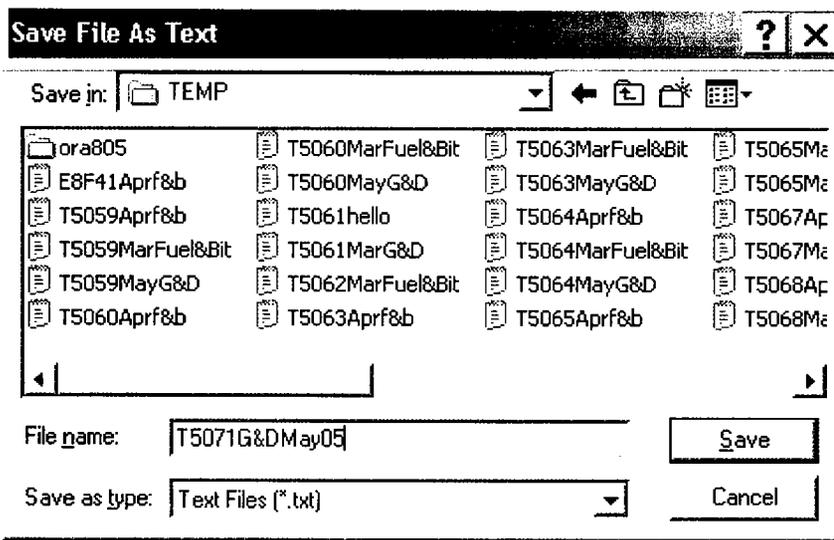


Dropdown arrow on right of Save in:

Select - C\$ on 'Client'(V:)



Select or make new Folder (if making new Folder create with Explore Previous to Saving) for above directory, Put in File name - Save



You will need to click the close button several times to get back to the contracts window in Sitemanager.

Then use Explore to find the File and open, File will open with **Notepad for Editing, Saving and Printing.**

Notepad Font set up do to rapping of document when printing

Open document for Gas & Diesel Adjustment and go to

Format- single left click, go to Font- single left click and change the Size- to 8 from 10 this will keep the document from rapping do to Printer configurations. Once you save this you will be able to print without rapping on future contracts also, it saves the Font set up on your Computer for Notepad.

T5059GBD1205 - Notepad

File Edit Format View Help

Rpt-ID: FuelAdj User: Florida Department of Transportation Estimate Fuel Adjustment Report Date: 12/14/2005 Page: 1

Vendor ID: VF650026542001 Vendor Name: D.A.B. CONSTRUCTORS, INC.
 Contract ID: T5059 For Est Nbr: 0014 Pay Period: 09/25/2004 to 12/11/2005
 Unit System Code: M Price Adjustment Flag: Y

Ln #	Item Code	Est Qty	Unit	Secondary Unit	Qty	Adj %	Index Difference	Adjustment Amount
Financial Project ID: 23831515201								
DIESEL ADJUSTMENT								
0135	2120	1	M3			0.9976	0.15140	\$ 983.46
0140	2120	4	M3			1.3803	0.15140	\$ -246.98
0145	2120	6	M3			2.5621	0.15140	\$ 6065.98
0150	2160	4	M2			0.5415	0.15140	\$ 1416.23
0160	2285711	25155.00	M2			1.8056	0.15140	\$ 6877.38
0215	2425	1351	EA	Add SM Ln Itm Adj		20.8394	0.15140	\$ 40.41
0225	2425	1361	EA	Add SM Ln Itm Adj		20.8394	0.15140	\$ 3.15
0230	2425	1451	EA	Add SM Ln Itm Adj		20.8394	0.15140	\$ 27.54
0245	2425	1471	EA	Add SM Ln Itm Adj		20.8394	0.15140	\$ 12.62
0305	2425	2	EA	Add SM Ln Itm Adj		20.8394	0.15140	\$ 2.35
0340	2430171125	507.70	M1			6.0384	0.15140	\$ 464.14
0345	2430171129	216.55	M1			6.0384	0.15140	\$ 197.97
0350	2430171133	167.98	M1			6.0384	0.15140	\$ 153.57
0355	2430171138	39.90	M1			6.0384	0.15140	\$ 36.48
0495	2520	1	M1			1.8677	0.15140	\$ 265.31
0515	2522	1	M2			1.2709	0.15140	\$ 79.80
Total Diesel Adjustment Amount:								\$ 16379.42
Adjusted Amount for Diesel:								\$

Font

Font: Lucida Console

Font style: Regular

Size: 8

OK Cancel

Sample

AaBbYyZz

Script: Western

Print the Report and send in with the rest of the Certifications, also for bituminous send me a print of the Excel Asphalt Certification from Contractor.

As usual there is several ways to accomplish this same output, this is simply one example.

Remember to add the Line Item Adjustments that are left out of Sitemanager, Compare the report to what was paid in Sitemanager Line Item Adjustments.

Any Questions – give me a call

Steve Lange - 386-943-5351

D-5 Sitemanager March 2007

FUEL AND BITUMINOUS ADJUSTMENTS after T5172 or Jan 07 Let

Fuel Adjustments

Conventional projects will receive a fuel adjustment (Gas & Diesel) on Contracts with an original Contract time in excess of 120 calendar days. The Department will make price adjustments on each applicable monthly/progress estimate to reflect either increases or decreases in the price of gasoline or diesel from those in effect for the month in which bids were received. When an estimate is generated, Fuel Adjustments will be automatically calculated per specifications using pre-determined fuel factors for applicable pay items and the Price Index Tables. Items that require fuel adjustments can be found on the Department's Construction Web site at

www.dot.state.fl.us/Construction/fuel&bit/fuel&bit.htm.

Note: Effective on all Contracts let in January 2007 forward, the new list of pay items receiving a fuel adjustment can be found at the above website. This new fuel list will be generated automatically in site manager.

Note: Lump Sum, Optional Base & Structural Steel items will require a manual adjustment and entered into Site Manager as a line item adjustment.

6.8.2 Manual Adjustments for Lump Sum Items

There are new items that have been added to the fuel list that will require a Manual Adjustment within Site Manager. This new list of items will be in effect with the January 2007, letting. These items are **Clearing and Grubbing, and Lump Sum Structural Steel** Items. Also, Site Manager will calculate the **Optional Base, but when Black Base** is the only option, you will need to add the additional amount shown on the spreadsheet to the total. Below is a step by step example of how to incorporate these manual adjustments.

DIESEL ADJUSTMENT

Notepad File – example 1

Project Number: 12345678910

Ln #	Item Code	Est Qty	Unit	Secondary Qty	Unit	Adj %	Index Difference	Adjustment Amount
DIESEL ADJUSTMENT								
0540	0110 1 1	0.200	LS			45.6400	1.4288	\$
0580	285709	11353.000	SY			0.4359	1.4288	\$ 7071.13
***** If Asphalt Base Used - Adjust Sitemanager Line Item Adjustment by								\$18881.59 *****
0585	0327 70 6	8444.000	SY			0.0912	1.4288	\$ 1100.18
0600	0334 1 12	390.000	TN			4.6220	1.4288	\$ 9180.04
0740	0460 2	0.400	LS			0.00165	1.4288	\$
Total Diesel Adjustment Amount:								=====
								\$ 17351.35
Adjusted Amount for Diesel:								\$

File will run and look like above notepad file – see below for completed example

Notepad File – example 2

Project Number: 12345678910

Ln #	Item Code	Est Qty	Unit	Secondary Qty	Unit	Adj %	Index Difference	Adjustment Amount
DIESEL ADJUSTMENT								
0540	0110 1 1	0.200	LS	10	AC	45.6400	1.4288	\$ 130.02
0580	285709	11353.000	SY			0.4359	1.4288	\$ 7071.13
***** If Asphalt Base Used - Adjust Sitemanager Line Item Adjustment by								\$18881.59 *****
0585	0327 70 6	8444.000	SY			0.0912	1.4288	\$ 1100.18
0600	0334 1 12	390.000	TN			4.6220	1.4288	\$ 9180.04
0740	0460 2	0.400	LS	25000	LBS	0.00165	1.4288	\$ 24.29
Total Diesel Adjustment Amount:								=====
								\$ 17351.35
Add Total + 110 + 285709 for Black Base + 460								Adjusted Amount for Diesel: \$ 36387.25
		\$130.02	\$18881.59	\$24.29				

You will need to do a Line Item Adjustment to add the 110 item \$130.02, the 285 item of \$18,881.59 if Black Base was used if spelled out in the Typical Section of the Plans and the 460 item of \$24.29.

Step 1

In the example above, this project has item 110 1, Clearing and Grubbing in the contract. This is a Lump Sum Item and Site Manager does not know what the secondary units are. For this example let's say there are 10 acres to be cleared. On your project you should find the secondary units in the Computation Book or Plans. For item 110-1- apparently there were 0.200 % of the work completed on this progress estimate. So, .20 multiplied by 10 acres multiplied by 45.64 (which is the Diesel Factor). Then, round your quantity to the nearest gallon, and then multiply that quantity by (1.42880 Index Difference) provided by Site Manager. So, the amount for this item would be \$130.02. So, let's look at line number 0540 (outline in red) of the Clearing and Grubbing printout in Site Manager provided above.

$$(0.200 \times 10 \text{ AC} \times 45.6400 \text{ DF} = 91.28 \text{ Gals (91.0 Gals rounded)} \times 1.4288 \text{ ID} = \$130.02)$$

This amount needs to be added to the Notepad File above.

Step 2

Since item number 460-2 Structural Steel is a Lump Sum Item, it is to be treated the same as Clearing and Grubbing, but there are differences in the units. Structural Steel units are in Pounds. Let's say the Plans show a weight of 25,000 lbs for this item. As we can see from the Site Manager report that .40 % of the steel quantity was completed on this progress estimate. So, the process will be .40 multiplied by 25,000 lbs multiplied by .001650 (which is the structural steel diesel factor). Then round this quantity to the

nearest gallon and then multiply the Index Difference of 1.42880, which is calculated by Site Manager. The amount for this item would be \$24.29. Line number 0740 (outline in blue) needs to be completed.

0.40 X 25000 Lbs X .00165 DF = 16.5 Gals (17 Gals rounded X 1.4288 ID = \$24.29)

This amount needs to be added to the Notepad File. See example above

Step 3

From the example above Site Manager calculated \$17,351.35 for the Diesel Adjustment Amount but, there are Lump Sum items and the Contract Plans specify a Black Base Option.

Now, the Option Base mix options are automatically calculated, but the example above is a Black Base Item. The Contract shows a quantity of 136,000 square yards of optional base item number 285709 to be constructed on this project. Site Manager shows a quantity of 11,353 square yards was completed on this progress estimate. This is calculated automatically for the mix option. See line number 0580 (outline in blue).

(Add \$18881.59 if you had Black Base spelled out in the Typical Section of Plans)

NOTE:

So, Site Manger will calculate the adjustment between the mix options and the all black base on the report. Look at line number 0580 in the above example. The \$18,881.59 will need to be added to the total because this is a Black Base Option being placed. If, a Black and White Option had been specified, only the \$7071.13 would automatically be added by Site Manager. No further adjustment will be needed.

Once the additional amount has been calculated, the \$19,035.90 will be added to the Site Manager Total Diesel Adjustment Amount of \$17,351.35. The Grand total of \$36,387.25 will be the Total Adjustment Amount for Diesel to be paid on this estimate. Also, a line item adjusted for the Diesel Fuel will need to be made to add the additional \$19,035.90 amount due. The spreadsheet needs to be completed as shown above – example 2, and then the completed fuel sheet will be posted on the File Transfer Protocol (FTP) Website with the estimate.

Remember: In the above example the line item adjustment will be made in the \$19,035.90 amount, because Site Manager has already added the \$17,351.35 automatically.

Note: Gasoline Adjustments will receive the same Manual Adjustments as the Diesel. See the examples in steps 1 thru 3.

FOR INFORMATIONAL PURPOSES ONLY:

The example below describes how \$18,881.59 was generated. Also, the example shows how the adjustments are calculated within Site Manager.

Take the quantity on this progress estimate of 11,353 square yards multiplied by 1.599957 diesel factor for Black Base Option (which is automatically incorporated into Site Manager). Then multiply 18,164 gallons of diesel by 1.42880 Index Difference for the dollar amount.

11353.0 Quantity (Estimated Quantity) 18,164 Gallons of Diesel
x 1.599957 Diesel Factor (fuel list Asphalt Only) x 1.42880 Index Difference (Price
index) 18,164 Gallons of Diesel \$25,952.72 Total Asphalt Base Amount

\$ 25,952.72 Total Asphalt Base Amount (-) 7,071.13 Mix Optional Base amount
automatically calculated in Site Manager

\$ 18,881.59 Asphalt Base Amount difference provided on report to be added for Black
Base **ONLY**

Site Manger automatically calculates the mix option, as shown on line 580. Site Manager
then takes the difference for the Black Base and provides this amount.

The amount of \$18,881.59 will need to be added to the total diesel amount.

6.8.23 Bituminous Adjustment

Conventional projects will receive a bituminous adjustment if the contract has an original contract time of more than 365 calendar days or more than 5000 tons [5000 metric tons] of asphalt concrete. The Department will adjust the price for bituminous material, excluding cutback and emulsified asphalt to reflect either increases or decreases in the Asphalt Price Index (API) of bituminous material from that in effect during the month in which bids were received. The Department will determine the API for each month and place it on the Construction website. When an estimate is generated, Bituminous Adjustments must be calculated per specifications using the Asphalt Price Index Table and a line item adjustment added to the estimate. **Asphalt Price Indexes** can be found on the Department's Construction Website at www.dot.state.fl.us/Construction/fuel&bit/fuel&bit.htm Fuel Bituminous Adjustments on Contracts let prior to June 2004; will need to follow the previous process.

Note: The Department will make a Bituminous Adjustment for Polymer PG76-22 Binder on all Contracts let January 2007 forward. The Criteria for Polymer PG76-22 will be as stated above. **The Contractor will utilize an updated form for projects that include Polymer PG76-22 let in January 2007 forward.** For projects let before January 2007, the Contractor will continue to use the existing forms. These revised forms 700-050-66 can be found on the Construction Website.

<http://www.dot.state.fl.us/construction/formsonl/forms/Site%20Source/sitesource.htm>

Note: When a Composite Base item(s) is specified in the Plans, a price adjustment for bituminous material will apply to that asphalt portion of the base **only**, according to Section 9-2.1.2 of the **Specifications**.

Note: Refer to **Chapter 11, Alternative Contracts** of the **Preparation 1 and Documentation Manual** for Fuel and Bituminous Material Adjustments on Lump Sum and Design Build Projects. The Average Price indexes for Fuel and Bituminous will be posted on the State Construction Office Web site before the 15th of each month.

6.10 6.9 RESIDENT OFFICE PERSONNEL RESPONSIBILITY

It is the responsibility of the Resident Office (RO) personnel to adjust the fuel and bituminous material monthly on projects assigned them that meet the criteria specified in **Section 9** of the **Specifications**.

Note: Refer to **Chapter 11, Alternative Contracts** of this manual for Fuel and

Bituminous Material Adjustments on Lump Sum and Design Build Projects. As of January 2007 forward, a new list of items will be posted and added to the Contractor's Estimated Fuel worksheet. The new list for fuel will be utilized and can be found on the Construction website. The existing list of items will continue to be available for projects let prior to January 2007. The Average Price indexes for Fuel, Bituminous and Polymer PG76-22 will be posted on the State Construction Office Web site before the 15th of each month.

ARTICLE 9-2 (Pages 94-96) is deleted and the following substituted:

9-2 Scope of Payments.

9-2.1 Items Included in Payment: Accept the compensation as provided in the Contract Documents as full payment for furnishing all materials and for performing all work contemplated and embraced under the Contract; also for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its final acceptance; also for all other costs incurred under the provisions of Division I.

The Contract Lump Sum Price will include overhead, profits, and direct and indirect costs required to complete the project except as described below.

9-2.1.1 Fuels: On Contracts with an original Contract Time in excess of 120 calendar days, the Department will make price adjustments on each applicable progress estimate to reflect increases or decreases in the price of gasoline and diesel from those in effect during the month in which bids were received. The Contractor will not be given the option of accepting or rejecting these adjustments. Price adjustments for these fuels will be made only when the current fuel price (CFP) varies by more than 5% from the price prevailing in the month when bids were received (BFP), and then only on the portion that exceeds 5%.

The Contractor will certify the number of gallons of fuel (gasoline and/or diesel) used on this Contract during the period represented by each invoice.

The Department will determine the API for each month by averaging quotations in effect on the first day of the month at all terminals that could reasonably be expected to furnish fuel to projects in the State of Florida.

The API will be available on the State Construction Office website before the 15th of each month at the following URL:

www.dot.state.fl.us/construction/fuel&Bit/Fuel&Bit.htm .

Price adjustments will not be made for Items of work added by contingency supplemental agreement, supplemental agreement, field supplemental agreement, or work orders.

Payment on progress estimates will be adjusted to reflect adjustments in the prices for fuel in accordance with the following:

$$\text{\$ Adjustment} = (\text{ID})(\text{gallons})$$

Where ID = Index Difference = [CAPI - 0.95(BAPI)] when the API has decreased between the month of bid and month of this progress estimate.

Where ID = Index Difference = [CAPI - 1.05(BAPI)] when the API has increased between the month of bid and month of this progress estimate.

Gallons will be derived only from the established Standard Fuel Factor list posted on the State Construction Office website at the following URL:

www.dot.state.fl.us/construction/fuel&Bit/LSfuelfactors.htm .

The Department will provide a computer application that will calculate and print the gallons of gasoline and/or diesel for the items that these factors represent. The Contractor will attach this worksheet and record these gallons on the Certified Invoice as required in 9-11.4.

Payment will be based on the quantities shown on the Contractor's Invoice on all items for which established standard fuel factors are posted on the State Construction Office website at the following URL:

www.dot.state.fl.us/construction/fuel&Bit/LSfuelfactors.htm .

Payment will be made on the current progress estimate to reflect the index difference at the time work was performed.

Adjustments will be paid or charged to the Prime Contractor only. Any Contractor receiving an adjustment under this provision shall distribute the proper proportional part of such adjustment to subcontractors who perform applicable work.

9-2.1.2 Bituminous Material: On Contracts having an original Contract Time of more than 365 calendar days, or more than 5,000 tons of asphalt concrete, the Department will adjust the bid unit price for bituminous material, excluding cutback and emulsified asphalt to reflect increases or decreases in the Asphalt Price Index (API) of bituminous material from that in effect during the month in which bids were received. The Contractor will not be given the option of accepting or rejecting this adjustment. Bituminous adjustments will be made only when the current API (CAPI) varies by more than 5% of the API prevailing in the month when bids were received (BAPI), and then only on the portion that exceeds 5%.

The Department will determine the API for each month by averaging quotations in effect on the first day of the month at all terminals that could reasonably be expected to furnish bituminous material to projects in the State of Florida.

The API will be available on the State Construction Office website before the 15th of each month at the following URL:
www.dot.state.fl.us/construction/fuel&Bit/Fuel&Bit.htm .

The Department will provide a computer application that will calculate and print the number of gallons of bituminous material for the items that these factors represent. The Contractor will attach this worksheet and record these gallons on the Certified Invoice as required in 9-11.4.

Payment on progress estimates will be adjusted to reflect adjustments in the prices for bituminous materials in accordance with the following:

$$\text{\$ Adjustment} = (\text{ID})(\text{gallons})$$

Where ID = Index Difference = [CAPI - 0.95(BAPI)] when the API has decreased between the month of bid and month of this progress estimate.

Where ID = Index Difference = [CAPI - 1.05(BAPI)] when the API has increased between the month of bid and month of this progress estimate.

For all asphalt concrete, the number of gallons will be determined assuming a mix design with 6.25% liquid asphalt weighing 8.58 lb/gal.

Payment will be made on the current progress estimate to reflect the index difference at the time work was performed.

Adjustments will be paid or charged to the Prime Contractor only. Any Contractor receiving an adjustment under this provision shall distribute the proper proportional part of such adjustment to subcontractors who perform applicable work.

**Contractor's Estimated Fuel Worksheet
(Design Build and Lump Sum Projects)
Worksheet No. _____**

Financial Project ID:	_____		
Contractor:	_____		
Contract Number:	_____		
From (Mo/Day/Yr):		To (Mo/Day/Yr):	_____

	Month / Year	Gasoline Index	Diesel Index
Base Index:	_____	_____	_____
Current Index:	_____	_____	_____
Index Difference:		0.0000	0.0000

Navigation Functions	
Go To Main Sheet	Go To Last Month Sheet
Save As Month Sheet	Remove Last Month Sheet

Effective January 2007 Letting
(Revision 11/19/07)

CONTRACTOR'S ESTIMATED FUEL WORKSHEET
(DESIGN BUILD AND LUMP SUM PROJECTS)

MONTH / YEAR GASOLINE INDEX DIESEL INDEX

CONTRACTOR: _____
 WORKSHEET NO.: _____
 FINANCIAL PROJECT ID: _____
 DATE FROM: _____ DATE TO: _____
 CONTRACT NO.: _____
 BASE INDEX: _____
 CURRENT INDEX: _____

PAY ITEM NUMBER(S)	ITEM DESCRIPTION	UNIT	QUANTITY	GASOLINE (GALLONS)	DIESEL (GALLONS)	GASOLINE FACTOR	DIESEL FACTOR
0110-1-1	Clearing & Grubbing	LS/AC					
0120-1	Regular Excavation	CY				32.000000	45.640000
0120-2-2	Borrow Excavation	CY				0.002800	0.201500
0120-3	Lateral Ditch Excavation	CY				0.003900	0.444100
0120-4 to 120-5	Subsoil or Channel Excavation	CY				0.000000	0.053300
0120-6	Embankment	CY				0.004300	0.278800
0160-4	Type B Stabilization	CY				0.034100	0.517500
0162	Soil Layer	SY				0.030600	0.119600
0285-701 to 0285-708	Base Optional (Group 01 to 08)	SY				0.000000	0.006000
0285-709 to 0285-715	Base Optional (Group 09 to 15)	SY				0.066007	0.215614
0285-701 to 0285-708	Base Optional (Group 01 to 08)	SY				0.092254	0.435916
0285-709 to 0285-715	Base Optional (Group 09 to 15)	SY				0.056007	0.215614
0286-1	Turnout Construction	SY				0.092254	0.435916
0286-2	Turnout Construction	TN				0.026400	0.692500
0327-70-1 to 0327-70-13	Mill Existing Asphalt Pavement	TN				0.176000	4.622011
0327-70-14 to 0327-70-25	Mill Existing Asphalt Pavement	SY				0.027969	0.091162
0334	Superpave Asphalt Concrete	SY				0.041225	0.133895
0337	Asphalt Concrete Friction Course (Rubber)	TN				0.176000	4.622011
0339-1	Miscellaneous Asphalt Pavement	TN				0.176000	4.622011
0350-1 to 0350-2	Cement Concrete Pavement, Plain	SY				0.125637	0.280758
0400-1 to 0400-4	Concrete Class I to IV	SY				0.255067	1.867733
0400-8	Concrete Class V	CY				0.257150	1.855600
0410-70-	Precast Concrete Box Culvert	LF				0.263400	3.259300
0415-1-	Reinforcing Steel	LB				0.000000	0.001311
0425-1- to 0425-3-	Drainage Inlets, Manholes or Junction Boxes	EA				1.317000	7.922600
0430-171- to 0430-174-	Pipe Concrete Culvert	LF				0.169478	0.562604
0430-721-	Pipe Concrete Culvert	LF				0.169478	0.562604
0450-1-	Prestressed Beams	LF				0.035100	0.860400
0450-3-	Prestressed Beams	LF				0.035100	0.867800
0450-4-	Prestressed Beams	LF				0.035100	0.860400
0455-14- to 0455-35-	Piling (Prestressed Concrete)	LF				0.046800	0.200800
0455-88-	Drilled Shaft	LF				2.281000	5.530100
0455-143- to 0455-144-	Test Pipe	LF				0.046800	0.200800
0460-1-	Structural Steel, Rehabilitation	LB				0.000060	0.001650
0460-2-	Structural Steel, New Construction	LS/LB				0.000060	0.001650
0460-6	Ladders & Platforms	LB				0.000060	0.001650
0460-95	Structural Steel Repair	LB				0.000060	0.001650
0520-1- to 0520-6	Concrete Curb & Gutter, Traffic Separator, etc.	LF				0.000000	0.150200
0521-	Barrier Wall Concrete	LF				0.018400	0.159900
0522-	Conic Sidewalk	SY				0.000000	0.280700
0524-	Concrete Ditch or Slope Pavement	SY				0.360000	0.169000
0570-1	Performance Turf	SY				0.010000	0.000000
TOTAL (GALLONS)				0.0000	0.0000	MONTHLY MONETARY AMOUNT	\$0.00
INDEX DIFFERENCE							\$0.00

**Contractor's Estimate Worksheet
Bituminous and Polymer Material
(Design Build and Lump Sum Projects)
Worksheet No. _____**

Financial Project ID:	_____
Contractor:	_____
Contract Number:	_____
From (Mo/Day/Yr):	_____ To (Mo/Day/Yr): _____

Asphalt Material	
Asphalt Tonnage Placed:	_____
Additional Gallons (ARMI*):	_____
<small>*Asphalt Rubber Membrane Interlayer</small>	
Base Index Month:	_____ Base Asphalt Price Index: _____
Current Index Month:	_____ Current Asphalt Price Index: _____

Polymer Material	
Polymer Tonnage Placed:	_____
Base Index Month:	_____ Base Polymer Price Index: _____
Current Index Month:	_____ Current Polymer Price Index: _____

Navigation Functions	
Go To Main Sheet	Go To Last Month Sheet
Save As Month Sheet	Remove Last Month Sheet

Effective January 2007 Letting
(Revision 04/24/07)

**CONTRACTOR'S ESTIMATE WORKSHEET
BITUMINOUS AND POLYMER MATERIAL
(DESIGN BUILD AND LUMP SUM PROJECTS)**

WORKSHEET NO. _____

FINANCIAL PROJECT ID. _____

CONTRACTOR _____

CONTRACT NO. _____

PERIOD REPRESENTED BY WORKSHEET:

FROM (MO/DAY/YR) _____

TO (MO/DAY/YR) _____

ASPHALT MATERIAL

ASPHALT TONNAGE PLACED _____

GALLONS OF ASPHALT CEMENT USED IN MIX * _____

ADDITIONAL GALLONS (ARMI*) _____

TOTAL GALLONS _____

BASE ASPHALT PRICE INDEX FOR (____): _____

CURRENT ASPHALT PRICE INDEX FOR (____): _____

ASPHALT PRICE INDEX DIFFERENCE: _____

MONTHLY DOLLAR AMOUNT: _____

POLYMER MATERIAL

POLYMER TONNAGE PLACED _____

GALLONS OF POLYMER USED IN MIX * _____

TOTAL GALLONS _____

BASE POLYMER PRICE INDEX FOR (____): _____

CURRENT POLYMER PRICE INDEX FOR (____): _____

POLYMER PRICE INDEX DIFFERENCE: _____

MONTHLY DOLLAR AMOUNT: _____

* Calculations based on Specifications.

9-5.5.2 Partial Payment Amounts: The following partial payment restrictions apply:

(1) Partial payments less than \$5,000 for any one month will not be processed.

(2) Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the Department requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

ARTICLE 9-9 (Page 103) is expanded as follows:

Section 215.422(5), Florida Statutes, requires the Department to include a statement of vendor (Contractor) rights. Contractors are hereby advised of the following:

Contractors providing goods and services to an agency should be aware of the following time frames: Upon receipt, an agency has five working days to inspect and approve the goods and services, unless the bid specifications, purchase order or Contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, by the Department.

If a payment is not made within 40 days, a separate interest penalty at the rate established pursuant to Section 55.03(1), Florida Statutes will be due and payable, in addition to the invoice amount, to the Contractor. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one dollar will not be enforced unless the Contractor requests payment. Invoices that have to be returned to a Contractor because of Contractor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for Contractors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the State Comptroller's Hotline, 1-800-848-3792.

SECTION 9 (Pages 93-104) is expanded by the following new Article:

9-11 Submittals.

9-11.1 Data Required: Within 15 calendar days of receipt of a notice of award, prepare and deliver to the Engineer an estimate of the quantities for the following activities or work items: Earthwork and Related Operations, Base Courses, Hot Bituminous Mixtures, Portland Cement Concrete, and Reinforcing Steel.

These quantities will determine the minimum material sampling and testing requirements for this Contract in accordance with the Department's Sampling, Testing, and

Reporting Guide. These quantities will not be considered payment quantities. Quantities provided by the Contractor will only be used to determine the material sampling and testing frequencies for the above activities or work items and will have no monetary value to the Contract Lump Sum Price.

9-11.3 Submittal Instructions: The Contractor will prepare a progress invoice for each project in the Contract. Submit the progress invoice to the Engineer. The Engineer will not pay for any item of work until the progress invoice is approved.

9-11.4 Contractor's Invoice: The Contractor must make a request for payment by submitting an invoice, no later than 12 O'clock noon, Monday, after the estimate cut-off date or as directed by the Engineer, based on the amount of work done or completed. The Contractor's invoice must consist of the following:

(a) Contract Number, FPID Number, State Project Number, W.P.I Number, Invoice Number, Invoice Date and the period that the invoice represents.

(b) The basis for arriving at the amount of the progress invoice including approximate quantities of work completed, less payments previously made and less an amount previously retained or withheld.

(c) Contract Summary showing the percentage of dollar value of completed work based on the present Contract amount and the percentage of days used based on the present Contract Days.

(d) Certify the number of gallons of gasoline used during the invoice period.

(e) Certify the number of gallons of diesel used during the invoice period.

(f) Certify the number of gallons of bituminous material used during the invoice period.

(g) Certify weight of steel for indexed items.

**Contractor's Certification of Quantities
Bituminous and Polymer Material
(Conventional Projects)
Certification No. _____**

Financial Project ID:	_____
Contractor:	_____
Contract Number:	_____
From (Mo/Day/Yr):	To (Mo/Day/Yr): _____

Asphalt Material

Pay Item Number:	_____	Tonnage Placed:	_____
Pay Item Number:	_____	Tonnage Placed:	_____
Pay Item Number:	_____	Tonnage Placed:	_____
Additional Gallons (ARMI*):	_____		
<small>*Asphalt Rubber Membrane Interlayer</small>			
Base Index Month:	_____	Base Asphalt Price Index:	_____
Current Index Month:	_____	Current Asphalt Price Index:	_____
		Asphalt Index Difference:	_____

Polymer Material

Pay Item Number:	_____	Tonnage Placed:	_____
Pay Item Number:	_____	Tonnage Placed:	_____
Pay Item Number:	_____	Tonnage Placed:	_____
Base Index Month:	_____	Base Polymer Price Index:	_____
Current Index Month:	_____	Current Polymer Price Index:	_____
		Polymer Index Difference:	_____

Navigation and Printing Functions

Go To Main Sheet	Go To Last Month Sheet
Save As Month Sheet	Remove Last Month Sheet

**CONTRACTOR'S CERTIFICATION OF QUANTITIES
BITUMINOUS AND POLYMER MATERIAL
(CONVENTIONAL PROJECTS)**

CERTIFICATION NO. _____

FINANCIAL PROJECT ID. _____

CONTRACTOR _____

CONTRACT NO. _____

PERIOD REPRESENTED BY CERTIFICATION:

FROM (MO/DAY/YR) _____ TO (MO/DAY/YR) _____

ASPHALT MATERIAL

BASE PRICE INDEX: _____ CURRENT PRICE INDEX: _____ INDEX DIFFERENCE: _____

PAY ITEM NUMBER: _____ TONNAGE: _____

PAY ITEM NUMBER: _____ TONNAGE: _____

PAY ITEM NUMBER: _____ TONNAGE: _____

GALLONS OF ASPHALT CEMENT USED IN MIX * _____

ADDITIONAL GALLONS (ARMI) _____

TOTAL GALLONS _____

TOTAL MONTHLY PAYMENT _____

POLYMER MATERIAL

BASE PRICE INDEX: _____ CURRENT PRICE INDEX: _____ INDEX DIFFERENCE: _____

PAY ITEM NUMBER: _____ TONNAGE: _____

PAY ITEM NUMBER: _____ TONNAGE: _____

PAY ITEM NUMBER: _____ TONNAGE: _____

GALLONS OF POLYMER CEMENT USED IN MIX * _____

TOTAL GALLONS _____

TOTAL MONTHLY PAYMENT _____

I certify that, based on my personal knowledge and well-founded belief following my own reasonable investigation, the tons and gallons (metric tons and liters) represented by this Certification are true and correct.

Contractor's Authorized Agent (Print Name & Co.) _____

Contractor's Authorized Agent (Signature) _____ Date _____

* Calculations based on Specifications.



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State Construction Office

Brian Blanchard: Director, Office of Construction

Fuel & Bituminous Price Index

All Contracts let January 2007 forward will receive a Bituminous Adjustment for Polymer PG76-22 [View Details](#)

The 2004, 2005, 2006, 2007 Gasoline/Diesel and Bituminous Fuel prices on this page are furnished pursuant to Section 9 of the Department of Transportation Specifications.

For assistance with Fuel and Bituminous Adjustments and calculations, please download and utilize any of the worksheets and forms available on the [Fuel and Bituminous Forms](#) page.

2007 Fuel & Bit Prices												
Gasoline and Diesel Fuels					Bituminous Materials							
2007	Regular Unleaded Gasoline		Number 2 Diesel, Low Sulfur		Asphalt Cement (AC-20/30)		NEW*Polymer Materials PG76-22		Cutback (RC-70)		Emulsified Asphalts (RS-1/RS-2)	
	Gallon	Liter	Gallon	Liter	Gallon	Liter	Gallon	Liter	Gallon	Liter	Gallon	Liter
Jan	1.8048	0.4768	2.0108	0.5312	1.3306	0.3515	1.8404	0.4862	2.4800	0.6551	1.3725	0.3626
Feb	1.6149	0.4266	1.8042	0.4766	1.3192	0.3485	1.8404	0.4862	2.4650	0.6511	1.3575	0.3586
March	1.9583	0.5173	2.0037	0.5293	1.2539	0.3312	1.7553	0.4637	2.4400	0.6446	1.3325	0.3520
April	2.1273	0.5620	2.2634	0.5979	1.2405	0.3277	1.7647	0.4662	2.4300	0.6419	1.3250	0.3500
May	2.4234	0.6402	2.1308	0.5629	1.2231	0.3231	1.7511	0.4626	2.4225	0.6400	1.3175	0.3480
June	2.4055	0.6355	2.1383	0.5649	1.1993	0.3168	1.7054	0.4505	2.4225	0.6400	1.3075	0.3454
July	2.3170	0.6121	2.1972	0.5804	1.2201	0.3223	1.7479	0.4617	2.4725	0.6532	1.3275	0.3507
August	2.1733	0.5741	2.2725	0.6003	1.2679	0.3349	1.7713	0.4679	2.5100	0.6631	1.3600	0.3593
Sept	2.2211	0.5868	2.2658	0.5986	1.2892	0.3406	1.8298	0.4834	2.5100	0.6631	1.4125	0.3731
Oct	2.1635	0.5715	2.3652	0.6248	1.2450	0.3289	1.8245	0.4820	2.5100	0.6631	1.4125	0.3731
Nov	2.4415	0.6450	2.5863	0.6832	1.2593	0.3328	1.8404	0.4862	2.5100	0.6631	1.3925	0.3679
Dec	2.3305	0.6156	2.7291	0.7209	1.3204	0.3488	1.7745	0.4688	2.5225	0.6664	1.4075	0.3718

2006 Fuel & Bit Prices

Gasoline and Diesel Fuels					Bituminous Materials							
---------------------------	--	--	--	--	----------------------	--	--	--	--	--	--	--

2006	Regular Unleaded Gasoline		Number 2 Diesel, Low Sulfur		Asphalt Cement (AC-20/30)		Cutback (RC-70)		Emulsified Asphalts (RS-1/RS-2)	
	Gallon	Liter	Gallon	Liter	Gallon	Liter	Gallon	Liter	Gallon	Liter
Jan	1.7860	0.4718	1.8819	0.4971	0.9810	0.2592	1.8267	0.4826	0.8926	0.2358
Feb	1.8186	0.4804	1.9687	0.5201	1.0333	0.2730	1.8300	0.4834	0.9146	0.2416
March	1.7390	0.4594	1.9135	0.5055	1.2138	0.3207	1.9733	0.5213	0.9906	0.2617
April	2.0828	0.5502	2.0578	0.5436	1.2447	0.3288	2.0450	0.5402	1.0246	0.2707
May	2.1854	0.5773	2.2292	0.5889	1.4427	0.3811	2.4633	0.6507	1.0806	0.2855
June	2.1880	0.5780	2.2490	0.5941	1.5675	0.4141	2.7267	0.7203	1.4333	0.3786
July	1.9326	0.5105	2.0154	0.5324	1.6263	0.4296	2.8267	0.7467	1.5133	0.3998
August	2.3790	0.6285	2.4123	0.6373	1.7218	0.4548	2.9333	0.7749	1.5700	0.4148
Sept	1.9283	0.5094	2.2079	0.5833	1.7318	0.4575	2.9400	0.7767	1.5900	0.4200
Oct	1.7074	0.4510	1.9103	0.5046	1.6741	0.4423	2.8667	0.7573	1.9103	0.5046
Nov	1.6100	0.4253	1.8316	0.4839	1.4571	0.3849	2.6290	0.7115	1.4567	0.3848
Dec	1.8048	0.4768	2.0108	0.5312	1.3723	0.3625	2.5650	0.6776	1.4075	0.3718

2005

Gasoline and Diesel Fuels					Bituminous Materials					
2005	Regular Unleaded Gasoline		Number 2 Diesel, Low Sulfur		Asphalt Cement (AC-20/30)		Cutback (RC-70)		Emulsified Asphalts (RS-1/RS-2)	
	Gallon	Liter	Gallon	Liter	Gallon	Liter	Gallon	Liter	Gallon	Liter
Jan	1.1877	0.3138	1.2906	0.3409	0.8785	0.2321	1.3800	0.3646	0.8307	0.2194
Feb	1.3978	0.3693	1.4171	0.3744	0.8355	0.2207	1.3933	0.3681	0.8436	0.2228
March	1.3560	0.3582	1.5698	0.4147	0.8038	0.2123	1.3933	0.3681	0.8436	0.2229
April	1.7194	0.4542	1.7330	0.4578	0.8322	0.2198	1.3933	0.3681	0.8436	0.2229
May	1.5480	0.4090	1.6271	0.4298	0.8667	0.2289	1.3933	0.3681	0.8436	0.2229
June	1.5165	0.4006	1.6223	0.4286	0.8671	0.2291	1.3933	0.3681	0.8436	0.2229
July	1.5513	0.4098	1.7171	0.4536	0.9436	0.2493	1.4433	0.3813	0.8536	0.2255
August	1.7014	0.4495	1.7526	0.4630	0.9518	0.2514	1.4433	0.3813	0.8536	0.2255
Sept	2.4983	0.6600	2.2893	0.6048	0.9726	0.2569	1.6400	0.4332	0.8632	0.2280
Oct	2.5158	0.6646	2.7207	0.7187	0.9787	0.2585	1.8450	0.4874	0.8682	0.2294
Nov	1.6528	0.4366	1.922	0.5077	1.0046	0.2654	1.845	0.4874	0.8682	0.2294
Dec	1.5274	0.4035	1.6973	0.4484	1.0066	0.2659	1.8450	0.4874	0.8682	0.2294

2004

Gasoline and Diesel Fuels					Bituminous Materials					
2004	Regular Unleaded Gasoline		Number 2 Diesel, Low Sulfur		Asphalt Cement (AC-20/30)		Cutback (RC-70)		Emulsified Asphalts (RS-1/RS-2)	
	Gallon	Liter	Gallon	Liter	Gallon	Liter	Gallon	Liter	Gallon	Liter
Jan	0.9879	0.2610	0.9330	0.2465	0.7282	0.1924	1.1050	0.2919	0.7932	0.2095
Feb	1.0460	0.2763	0.9558	0.2525	0.7140	0.1886	1.1050	0.2919	0.7932	0.2095
March	1.1602	0.3065	1.0651	0.2814	0.7088	0.1872	1.1050	0.2919	0.7932	0.2095
April	1.2170	0.3215	1.0661	0.2816	0.7272	0.1921	1.1050	0.2919	0.7932	0.2095
May	1.2871	0.3400	1.0326	0.2728	0.7532	0.1990	1.1300	0.2985	0.7982	0.2109
June	1.3625	0.3599	1.0707	0.2828	0.8851	0.2338	1.1600	0.3064	0.8107	0.2142
July	1.2301	0.3250	1.0833	0.2862	0.9298	0.2456	1.3050	0.3447	0.8307	0.2194
August	1.3051	0.3448	1.2342	0.3260	0.9213	0.2434	1.3200	0.3487	0.8437	0.2229
Sept	1.2014	0.3174	1.2397	0.3275	0.9128	0.2411	1.3367	0.3531	0.8436	0.2229
Oct	1.3815	0.3649	1.5154	0.4003	0.9220	0.2436	1.3367	0.3531	0.8436	0.2229
Nov	1.3910	0.3675	1.5108	0.3991	0.9255	0.2445	1.3367	0.3531	0.8436	0.2229
Dec	1.3360	0.3529	1.4288	0.3774	0.9231	0.2431	1.3700	0.3619	0.8436	0.2229

View Past Years Indexes
[1999](#), [2000](#), [2001](#), [2002](#), [2003](#)

For additional Information on Fuel & Bituminous Pricing, please contact:
 Stanley Youmas - (850) 414-4252



 Back

Please contact [Web Author](#) with any comments,
 or call 850-414-4150

Line Item Adjustments and Explanations

SM CODE TABLE = ADJTYP

CODE VALUE	CODE DESCRIPTION	INTENDED USE
	Adjustment for Deleted Work for Lump Sum Projects	
AC	Asphalt Content	Adjustments made in accordance with old Sect. 331-5
AD	Asphalt Density	Adjustments made in accordance with old Sect. 331-5
ASF	Asphalt Sieve Failures	Adjustments made in accordance with old Sect. 331-5
AUTO	Autopay	Do Not Use
BTM	Bituminous	Used to doc bituminous adjs for contracts let July 2004 and forward and converted CRS contracts
CPF	Composite Pay Factor	Per CQC specifications
CONF	Contingency-Participating Work Order Amt	Payment for participating work orders for initial contingency item and additional contingencies added to the contract by SA
CONN	Contingency-Non-Part Work Order Amt	Payment for non participating work orders for initial contingency item and additional contingencies added to the contract by SA
	Concrete Pavement Grinding Incentive	Per Spec
CSA	Concrete Strength Adjustment	Per CQC specifications.
FUEL	Fuel Adjustment (Diesel)	Used to document diesel adjs for contracts let July 2004 and forward and converted CRS contracts
GASO	Fuel Adjustment (Gasoline)	Used to document gasoline adjs for contracts let July 2004 and forward and converted CRS contracts
LMS	Lost or Missing Samples	Per CQC specifications.
LPAA	Laser Profiler Acceptance Adj.	Per Spe 330-12.4.6
LPRP	Left in Place at Reduced Pay	Adj. in accordance with old Sect. 331-5 or agreement with contractor
MDDA	Material Discrepancy Payment Adjustment	Do Not Use
MTCH	Invoice Matching Adjustment	Use when payments on L/S/Design Build jobs are based on monthly invoices to match invoice amount.
OTHR	Other	Do Not Use
PJSI	Pavement Joint Smoothness Incentive	As authorized by section 330-11.5
PRIC	PRICE	Do Not Use
RTC	Resolution Testing Costs	Recovery of resolution test costs under CQC specs.
STMA	Stockpiled Materials Adjustment	System use only
STMC	Stockpiled Materials Closure	System use only
STMI	Stockpiled Materials Initial Payment	System use only
SUBI	Substandard Item	Do Not Use
THKA	Thickness Adjustment	Use when specs. Call for thickness adjustment
	Straightedge Adjustment	Straightedge Penalty
AREP	Temp Attenuator / Crash Cushion Repair	For use with Repairs to 102-89-7

Lange, Steven

From: Standley, Kenneth
Sent: Wednesday, December 19, 2007 8:24 AM
To: Espino, Barbara; Johnson, Becky B; Carter, Steve; Aasen, Christina Suzanne; DeLorenzo, Mark; Ng, Edison; Furney, Karla J; Grinstead, Donald; Lange, Steven; Panchookian, Rachel; Sikorski, Scott; Skipper, Melvin; Towers, Terri; Laurence, Vivian; Woody, Angela; Bradford, David; Taylor, Jennifer
Cc: Lovett, Kathy; Johnson, Jim
Subject: New Line Item Adjustment

To implement the incentive called for in Section 352, Grinding Concrete Pavement(copy attached), we have added a new line adjustment type:

CPGI: Concrete Pavement Grinding Incentive.

Please notify SiteManager users

Thanx.

Kenneth Standley

Construction Systems Specialist
State Construction Office
850/414-4196, Fax 850/412-8021
e-mail: kenneth.standley@dot.state.fl.us

- Item No. 370- 1- Bridge Approach Expansion Joint - per foot.
Item No. 2370- 1- Bridge Approach Expansion Joint - per meter.

352 GRINDING CONCRETE PAVEMENT.
(REV 3-14-05) (FA 6-21-05) (1-06)

SECTION 352 (Pages 322-326) is deleted and the following substituted:

SECTION 352
GRINDING CONCRETE PAVEMENT

352-1 Description.

Grind Portland cement concrete pavement to substantially eliminate joint faulting and to restore proper drainage, ride characteristics, and skid resistance to the pavement surface.

352-2 Equipment.

Identify all equipment for grinding concrete pavement in the Quality Control Plan (QCP) as required in Section 105. Provide a power driven self-propelled machine that is specifically designed to grind portland cement concrete pavement with diamond-impregnated grinding blades. Provide, operate, and maintain in working condition all necessary equipment to ensure performance of the work in the allotted time. Use equipment of the size, shape, and dimensions that does not restrict the movement of traffic in areas outside the designated limits of construction. The equipment will be of a size that can cut or plane at least 3 feet [1 m] wide or as approved by the Engineer. Use equipment that is capable of grinding specified surfaces without causing spalls at cracks, joints, or other locations. The equipment will be capable of removing any slurry or residue resulting from the grinding operation.

352-3 Construction Methods.

Grind the areas of pavement surfaces designated on the plans. Do not grind roadway shoulders unless indicated on the plans or required to promote drainage.

Schedule and proceed with the construction operation in a manner that produces a uniform finished surface. Grind in a manner that eliminates joint or crack faults while providing positive lateral drainage by maintaining a constant cross-slope between grinding extremities in each lane. Grind transition, auxiliary or ramp lane as required from the mainline edge to provide positive drainage and an acceptable riding surface.

Grind the entire area designated by the plans parallel to the centerline until the pavement surfaces of adjacent sides of transverse joints and cracks are in the same plane. Grind the concrete pavement to eliminate the faulting at joints and cracks, maintain the overall smoothness within the limits specified, and texture over the majority of the pavement surface. Take all necessary precautions to minimize the number of minor depressions in the first place and only resolve to grind such areas if necessary. Continue grinding if accumulated total areas of minor depressions exceed 30% of the total area of a 0.1 mile [0.1 km] section or if directed by the Engineer. Maintain the cross slope of the pavement as shown in the plans.

Establish and obtain the Engineer's approval for a means to continuously remove grinding residue.

Remove solid residue from pavement surfaces before traffic action or wind blows such residue. Do not allow residue to flow across lanes or shoulders used by public traffic or into gutters or other drainage facilities. Do not allow the discharge of any residue runoff into adjacent rivers, streams, lakes, ponds, or other bodies of water.

352-4 Final Surface Finish.

Use a grinding process that produces a pavement surface that is true to grade and uniform in appearance with a longitudinal line type texture. Provide a line type texture that contains parallel longitudinal corrugations that present a narrow ridge with a corduroy type appearance. Provide a surface finish with the peaks of the ridges approximately 1/32 inch [1 mm] higher than the bottoms of the grooves and with approximately 60 evenly spaced grooves per foot [200 per meter].

Grind to produce areas of uniform and neat surface appearance for the full width of the travel lane(s) being corrected, beginning and ending at lines perpendicular to the pavement centerline.

352-5 Acceptance Testing for Surface Tolerance.

Test the pavement surface for smoothness with either a 10 foot [3 m] long straightedge, a 10 foot [3 m] long rolling straightedge, or a California Type Profilograph while the Engineer observes the operations. For pavement surfaces not meeting the smoothness requirements, provide corrective work and retesting to ensure conformity approved by the Engineer.

(a) Testing with a 10 foot [3 m] straightedge: Use this straightedge for longitudinal profiling, parallel to centerline, within 15 feet [4.5 m] of a bridge approach or existing pavement which is being joined. Use it for all transverse profiling of cross slopes, approaches, and as otherwise directed with respect to (b) or (c) below.

Furnish and operate a 10 foot [3 m] straightedge. When portland cement concrete pavement abuts bridge approaches or pavement not under this Contract, ensure that the longitudinal slope deviations of the finished pavement do not exceed 1/8 inch [3 mm] in 10 foot [3 m] length.

Produce transverse slope deviations of the finished pavement that do not exceed 1/8 inch [3 mm] with the straightedge laid in a direction perpendicular to the centerline.

(b) Testing with a 10 foot [3 m] rolling straightedge: Use this straightedge for longitudinal profiling of short pavement sections up to 250 feet [75 m] long, including mainline and non-mainline sections on tangent sections and on horizontal curves with a centerline radius of curve less than 1,000 feet [300 m] and the pavement within the superelevation transition of such curves, turn lanes, ramps, tapers, and other non-mainline pavements as directed.

Furnish and operate the straightedge. Provide and operate a 10 foot [3 m] rolling straightedge of a design acceptable to the Engineer, able to accurately measure surface irregularities exceeding 1/8 inch [3 mm] in a 10 foot [3.048 m] effective length of the straightedge.

When tested with a straightedge, ensure that the finished pavement profile provides a uniform surface with no deviation greater than 1/8 inch [3 mm] in a 10 foot [3 m] length. Perform the profiling in lines parallel to the centerline, at not more than 4 foot [1.2 m] transversal spacing, and extending across the transverse joints.

The Contractor may confine checking through traffic lanes with the straightedge to joints and obvious irregularities as directed.

(c) Testing With A California Type Profilograph:

1. General: Use the profilograph on all longitudinal profiling of mainline full width pavement lanes longer than 250 feet [75 m] and as otherwise directed.

The following terms are defined:

a. Profilograph: A longitudinal profile testing apparatus used to measure a pavement's surface profile deviations.

b. Profile Trace or Profilogram: A surface profile record generated along the individual wheel paths using a profilograph. Such a record is analyzed to determine the rate of roughness (or smoothness) and to identify changes in the longitudinal pavement surface elevation that exceed a specified threshold along the pavement length traversed by the profilograph.

c. Profile Index (PI): A profile measurement is a series of numbers representing elevation relative to a specified reference. A Profile Index (PI) is a summary value calculated from these numbers above and below a blanking band over a specified length of pavement.

d. Blanking Band: A band of 0.2 inch [5 mm] uniform height with its longitudinal center positioned optimally between the highs and the lows of the profilogram depicting at least 100 ft (30 m) of pavement.

2. Equipment: Furnish, calibrate, and operate a California Type Profilograph device in accordance with FM 5-558E. The electronic model of a California Type Profilograph performs computerized data analysis, and is manufactured by Cox and Sons, Inc. of Colfax, California - Model CS 8200 or better.

3. Surface Test: Produce a riding surface meeting the requirements of FM 5-558E and having a Profile Index meeting the requirements herein. Start and terminate the profile 15 feet [4.5 m] from each bridge approach or existing pavement, which is being joined.

Take at least two pavement profile traces with bump option turned on. Locate the position of the profiles in the traffic wheel paths. Take the profiles in the direction of the traffic and parallel to and approximately 3 feet [1 m] from the outside edges of each traffic lane. The Contractor may take additional profiles to define the limits of an out-of-tolerance surface variation.

Upon completion of each day's testing, submit the profilograms to the Engineer for review to determine the pavement section in compliance with these requirements. The Engineer will retain those profilograms meeting these requirements. The Engineer will return profilograms with deficiencies to the Contractor for use to correct section deficiencies. The Engineer will retain the corrected profilograms, along with the deficient profilograms, for comparison purposes of the circumstances between the two profilograms.

Ensure that pavement tested meets the Profile Index requirements and is applicable to the profilogram for each profile trace:

a. Ensure that pavement on tangent alignment and horizontal curves having a centerline radius of curve 2,000 feet [600 m] or more has a Profile Index of 5 inches per mile [80 mm/km] or less.

b. Ensure that pavement on horizontal curves having a centerline radius of curve 1,000 feet [300 m] or more but less than 2,000 feet [600 m] and pavement within the superelevation transition of such curves has a Profile Index of 7 inches per mile [110 mm/km] or less.

c. Ensure that the pavement riding surfaces have all deviations in excess of 0.3 inch [7.6 mm] in 25 feet [7.6 m] removed.

The Engineer will evaluate the pavement in 0.1 mile [0.1 km] consecutive sections. Grind all areas represented by individual points having deviations in excess of 0.3 inch [7.6 mm] in 25 feet [7.6 m] or less pavement length, until such points do not exceed 0.3 inch [7.6 mm].

After removing all individual deviations in excess of 0.3 inch [7.6 mm] in 25 feet [7.6 m], perform additional grinding as necessary to reduce the Profile Index to the specified requirements.

Surface smoothness tests with a California Type Profilograph on bridges are specified in 400-15. Ensure that the pavement within 15 feet [4.5 m] of a bridge approach (or existing pavement which is being joined) complies with the testing requirements of a 10 foot [3 m] straightedge.

Visually inspect transverse joints and random cracks to ensure that the adjacent surfaces are in the same plane. Where misalignment of the planes of the surfaces on adjacent sides of the joints or cracks is in excess of 1/16 inch [1.5 mm], grind the pavement until the surfaces are flush.

352-6 Surface Corrections.

After the curing period, test the surface for pavement surface smoothness in accordance with 352-5. Plainly mark all variations from the required tolerances. Where pavement surfaces do not meet the smoothness requirements, the Engineer will require corrective work and retesting to ensure conformity.

Eliminate high spots exceeding 1/8 inch in 10 feet [3.2 mm in 3 m], but not in excess of 0.3 inch in 25 feet [7.6 mm in 7.6 m], by grinding either with an approved machine or with a carborundum brick and water. Do not use bush-hammering or other destructive means for removing irregularities. As directed by the Engineer, retexture corrected high areas to give skid resistance comparable to the surrounding area.

Operate all milling, cutting, or grinding equipment to produce a reasonably uniform finished surface without spalling the pavement joints within corrected areas. The Engineer will not require extra grinding to eliminate minor depressions in order to provide 100% texturing of the pavement surface. Maintain the cross slope of the pavement as shown in the plans. Repair all joint seals destroyed by grinding at no expense to the Department.

Remove and replace any area of pavement which, after grinding, still shows a deviation in excess of the allowable tolerance. Ensure that the area removed and replaced is the full length between transverse joints and the full width of the lane involved. Replace any area of concrete pavement with concrete that meets the requirements of Sections 353 or 354.

Bear the costs of all surface corrections required and of all required removal and replacement of defective surface concrete. If the grinding operation removes more than a total length of 100 consecutive feet [30 m] of the grooves, then re-groove the entire width of the pavement for the deficient area.

352-7 Method of Measurement.

The quantity to be paid for will be the area, in square yards [square meters], completed and accepted.

352-8 Basis of Payment.

Price and payment will be full compensation for all work and materials specified in this Section, including furnishing all labor, materials, tools, equipment, testing, and incidentals and

for doing all work involved in grinding the existing surface, removing residue, and cleaning the pavement, including necessary disposal of residue and furnishing any water or air used in cleaning the pavement.

Contract Unit Price adjustments will be made in accordance with the following schedule(s).

Non SI Units		
Average Profile Index (inches/mile) per 0.1 mile Section		Contract Unit Price Adjustments Percent of Pavement Unit Bid Price
Curvature Radius $\geq 2,000$ ft	1,000 ft \leq Curvature Radius < 2000 ft	
PI ≤ 2	PI ≤ 4	103
2 < PI ≤ 5	4 < PI ≤ 7	100
PI > 5	PI > 7	Corrective work required

SI Units		
Average Profile Index (mm/km) per 0.1 km Section		Contract Unit Price Adjustments Percent of Pavement Unit Bid Price
Curvature Radius ≥ 600 m	300 m \leq Curvature Radius < 600 m	
PI ≤ 30	PI ≤ 65	103
30 < PI ≤ 80	65 < PI ≤ 110	100
PI > 80	PI > 110	Corrective work required

Pay (Price) Adjustments for Incentives will be based on the initial measured average Profile Index, prior to any corrective work.

The Unit Bid Adjusted Price will be computed using the plan surface area of grinding cement concrete pavement. This Unit Bid Price will apply to the total area of the 0.1 mile [0.1 km] section for the lane width represented by the profilograms for the average Profile Index.

Payment will be made under:

Item No. 352- 70- Grinding Concrete Pavement - per square yard.

Item No. 2352- 70- Grinding Concrete Pavement - per square meter.

I've had a request to create a new remark type for the Daily Work Report.

New Type: QC Plan Compliance

Use:

When an inspector is of the opinion that the Contractor has a significant lapse of QC which means that he is not in compliance with the QC plan, then this should be documented in the Daily Work Report to provide supporting documentation to justify the Contractor's CPPR grade. These comments should deal with trends of poor QC not isolated one time occurrences. However, if a one time occurrence is major then it is appropriate to report it as well. The current Remarks window in the DWR does not have a category that addresses this specific concern and an inspector may not know which existing category such as General or Other would be best to use for QC related remarks. Thus the new category entitled QC Plan Compliance should serve this need assuming that this category title would be understood by an inspector. Titles that might be clearer are as follows: Not in Compliance with QC Plan, Non-compliance with QC Plan, QC Plan Non-Compliance, QC Plan Violations, QC Plan Lapses, QC Lapses, QC Failures, QC Mistakes, QC Errors.

Is the New Type and its name okay with you or would one of the others be more appropriate?

Project Information Sheet

web Trnsport Release 1 Installation and Testing Project

The information presented in the document is **preliminary**. It is being presented to give some basic information about this project as of 1-14-2008. This information may change as the project moves forward.

Project Manager: Chris Calvert (KN973CC) (850) 410-5447 chris.calvert@dot.state.fl.us
BSSO Members: Todd Geiger, PES/LAS Lead Analyst, Rita Owens, CES/DSS Lead Analyst, Ken Madden, SiteManager Lead Analyst, Karen Veenstra, MRE Administrator and CES and DSS Analyst, Margaret Scott (SS973MS), Analyst, Hsinfang Fang (SS973HF)
OIS Application Coordinator: Lisa Gilbert
Functional Suite Coordinator: William C. Connor
Project Dates: 1/14/2008 thru 06/30/2008
Maintenance Release: AASHTO/Infotech new software release (web Trnsport Release 1)

Project History: The current AASHTO COTS Trnsport suite of products were initially implemented in 2000. These products provide FDOT with applications that support Cost Estimation, Letting, Awards, Construction Management, and Historical record keeping of the state's Maintenance and Construction projects. AASHTO is currently re-developing the Trns*port suite of products into a web application called web Trnsport (formerly NGT). This development effort began with Proposal Estimates and Awards modules (PES/LAS).

Technical Information: web Trnsport is being written using .Net technologies and an Oracle 10g database. All current custom written interface, executables, web pages, and reports will be addressed in the actual production implementation project for web Trnsport.

Hardware & Software Requirements: No additional hardware or software will be needed for this project.

Impact: Any delay in installation would cause the users to continue to work with problems created with previous maintenance releases that the current release fixes.

Project Dependencies:

The BSSO team, ESA team, DBAT, DA, Web Master, Production Control, Security Administration, DISO, SiteManager TAG team, and the Suite Coordinator will all be involved in this release.

Project Communication: Communication will be conducted throughout this project through various means. Email containing detail will be restricted to those involved and impacted. OIS specific information will be distributed through the email distribution group "CO-Trnscore". Functional information will be sent to all application FAC's (Functional Application Coordinator) through the email distribution group "CO-Trnsfacs". Meetings will be held when necessary to resolve issues or for planning. Status will also be documented on the new web Trnsport Project Website (Upcoming soon).

web Trnsport Release 1 Install and Test Project Plan V2.mpp

Project Start Date: Mon 12/10/07

Project Finish Date: Wed 12/31/08

Task_Data

ID	Task_Name	Duration	Start_Date	Finish_Date	Predecessors	Resource_Names
1	Receive web Trnsport Release 1 Pre-Construction Software	1 day	Mon 12/10/07	Mon 12/10/07		BSSO
2	Analyze installation documentation	5 days	Mon 12/10/07	Fri 12/14/07		BSSO
3	Create project documentation	24 days	Mon 12/10/07	Thu 1/10/08		BSSO
4	Hold Kick Off Meeting	1 day	Fri 1/11/08	Fri 1/11/08		BSSO
5	Build and Install web Server	10 days	Mon 1/14/08	Fri 1/25/08		ESA
6	Build and Install Database	10 days	Mon 1/14/08	Fri 1/25/08		DBAT
7	Database Analysis and Documentation	180 days	Thu 4/24/08	Wed 12/31/08		DA,BSSO
8	Unit Test application, server, and database testing for post installation functionality	3 days	Mon 1/28/08	Wed 1/30/08		BSSO
9	Review and execute data conversion program and test	2 days	Mon 1/28/08	Tue 1/29/08		BSSO,DBAT

10	Provide access to Suite Coordinator and others as requested for testing	1 day	Wed 1/30/08	Wed 1/30/08		BSSO
11	Apply Patches and Updates as they become available	239 days	Fri 2/1/08	Wed 12/31/08		ESA,DBAT,BSSO
12	Create Test Cases and test as Updates arrive	239 days	Fri 2/1/08	Wed 12/31/08		BSSO,Suite Coordinator