

Major Changes to the 2008  
Specification Book  
(100 Series)

Division of Construction  
Management

# The New 2008 C&MS!

Distributed books to all Districts-3/2008,

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Contracts – (614)466-3778

First Projects were awarded June 2008

There are Significant changes to the 100  
Section



# The New 2008 C&MS!

SS800 for the 2005 published 4/18/2008

Upgrades the 2005 C&MS to *most* of the  
2008 language

SS800 for the 2008 published 4/18/2008



# Updated Policies and Procedure

## Change Order Interim Standard Procedure Updated 5/29/2008

- RWCO's to revise completion dates
  - early completion date change order added
  - reason codes added (32,33,34,35)
- FHWA Consultation and Concurrence
  - Notify FHWA of Step 3 Claims on full Federal oversight projects
  - Provide a copy of claims decisions to FHWA for advance approval prior to execution of change order that may result from the decision
  - Links to ODOT/FHWA Stewardship Agreement and FHWA Transportation Engineer Map



## Interim Standard Procedure

Approved:

Standard Procedure No. 510-010(SIP)

Effective: 05/29/2008

Responsible Division: Construction Management

Supersedes Standard Procedure: 510-010(SIP)

Dated: 9/21/2007



William H. Lindenbaum, P.E., P.S.  
Deputy Director

### STANDARD PROCEDURE FOR PROCESSING CHANGE ORDERS

The Standard Procedures for Processing Change Orders sets forth the process for modifying contract terms and conditions in accordance with Policy 27-010(P) and Ohio law.

#### REFERENCES:

*Ohio Revised Code 126.30, 127.16, 5517.02, 5525.11, 5525.14, and 5525.99*

Appendix - List of Forms

#### BACKGROUND AND PURPOSE:

This Standard Procedure 510-010(SP) and Policy 27-010(P) replace Standard Procedure 510-010(SP) dated June 20, 2003 and Policy 27-010(P) dated June 20, 2003 and subsequently issued administrative rulings on change orders.



# 2008 C&MS Section 100

## Notable Changes

- Scope and Purpose of ODOT Inspection
- Authority of Engineer
- Authority of Inspector
- Unilateral Authority to Pay
- Default Scheduling Specification



# 2008 C&MS Section 100

## Notable Changes

- Borrow and Waste Area Requirements
- Any Modification of the CD will be Executed by a Change Order
- Termination of Contract
- Payment for Extra Work
- Estimates (scope and purpose)
- Final Acceptance (scope and purpose)



# 2008 C&MS Section 100

## Detailed Description of Changes



# 101.03 Definitions

## Revised Definitions:

**Change Order.** A written order issued by the Director to the Contractor, covering changes to the terms and conditions, plans and/or quantities, within or beyond the scope of the Contract and establishing the basis of payment and time adjustments for the work affected by the changes.

**Work.** All labor, materials, equipment, tools, transportation, supplies, and other incidentals and all tasks that comprise the project or any portion thereof, as described by the Contract Documents.



# 102.07 Duty to Notify of Errors in Bid Documents

## Revised Section:

**102.07 Duty to Notify of Errors in Bid Documents.** Notify the Department of errors and omissions in the Bid Documents. The Contractor's duty to disclose errors and omissions is not only a bidding requirement but is also a legal requirement that cannot be ignored. Submit a Prebid Question to the office designated by the Department in the Proposal for receipt of bidding questions and providing information to the Bidder. The Department will determine the manner in which said Prebid Questions are answered and will publish the information on the Department's website. Failure to provide such a Prebid Question prior to the opening of bids shall constitute a waiver by the Contractor for any claim based upon any apparent or patent ambiguity arising from insufficient data or obvious errors in the Bid documents.



# 104.02.E Eliminated Items

## **New Sentence:**

### **E. Eliminated Items.**

The Department will not seek a savings for maintaining traffic, mobilization, and construction layout stakes items for Eliminated Items of Work, unless there is a significant change.



# 104.02.H Unilateral Authority to Pay

## New Paragraph:

**H. Unilateral Authority to Pay.** The Department has unilateral authority to pay the contractor sums it determines to be due to the contractor for work performed on the project. This unilateral authority to pay by the Department does **not** preclude or limit the rights of the Department and the contractor to negotiate and agree to the amounts to be paid to the contractor.



# 105.01 Authority of the Engineer

## **New last paragraph:**

The Engineer's acceptance does not constitute a waiver of the Department's right to pursue any and all legal remedies for defective work or work performed by the Contractor in an unworkmanlike manner.



# 105.06 Superintendent

## Revised first sentence:

**105.06 Superintendent.** Provide a Superintendent on the Project at all times, that is responsible for all aspects of the Work, irrespective of the amount of subcontract Work.



# 105.09 Authority and Duties of the Inspector

## **New last paragraph:**

Any action or inaction of the Inspector does not constitute a waiver of the Department's right to pursue any and all legal remedies for defective work or work performed by the Contractor in an unworkmanlike manner.



# 105.10 Inspection of the Work

## **New last paragraph:**

The Department shall have the discretion to dictate the level of inspection for any item of work. The Contractor bears sole responsibility for the quality of work and compliance with the contract regardless of the Department's level of inspection.



# 105.16 Borrow and Waste Areas

**New G. and following paragraphs:**

- G. Temporary Sediment and Erosion Control BMPs required for compliance under the Clean Water Act, Ohio Water Pollution Control Act, (OWPCA) (ORC Chapter 6111) and the NPDES permit,.



# 105.16 Borrow and Waste Areas

Perform all engineering necessary to ensure long term stability of all side slopes and foundations of all borrow and waste areas. Furnish a certification by a Registered Engineer attesting to the stability of all borrow and waste areas. All damage resulting from the instability of borrow and waste areas, the removal of borrow materials, the placement of waste materials, or the hauling of material to and from these areas is the sole responsibility of the Contractor. **Repairs to approved haul roads will be made in accordance with 105.13.**



# 105.16 Borrow and Waste Areas

Ensure that all side slopes of all borrow and waste areas are beyond the clear zone for the highway as defined by the current version of the Department's *Location and Design Manual*.

Reference:  
Section 600.2 Clear Zone  
Figure 600-1E

CLEAR ZONE WIDTHS		600-1E				
		REFERENCE SECTIONS 600.2				
Design Speed	Design ADT	Foreslope		Backslope		
		6:1 or Flatter	Steeper than 6:1 to 4:1	6:1 or Flatter	Steeper than 6:1 to 4:1	Steeper than 4:1
40 mph or less	<750	8 ft	8 ft	8 ft	8 ft	8 ft
	750-1500	11	13	11	11	11
	1501-3000	13	15	13	13	13
	>4000	15	17	15	15	15
45-50 mph	<750	11	13	11	9	9
	750-1500	13	16	13	13	11
	1501-3000	17	23	17	15	13
	>4000	19	26	21	19	15
55 mph	<750	13	16	11	11	9
	750-1500	17	22	17	15	15
	1501-3000	21	27	21	17	15
	>4000	23	29	23	21	17



# 105.16 Borrow and Waste Areas

Ensure that all side slopes of all waste areas do not reduce horizontal sight distance as defined by the current version of the Department's *Location and Design Manual*.



# 106.10 Qualified Products List

**106.10 Qualified Products List.** The Department may use Qualified Product Lists (QPL) for approval of manufactured materials. The Office of Materials Management (OMM) will maintain the QPL and the standard procedure for the QPL process. Inclusion of a material onto the QPL will be determined by OMM with support from other Department offices. To be kept on the QPL, manufacturers must recertify their material according to the Department's standard procedure by January 1 of each year. When a material requires QPL acceptance, only provide materials listed on the QPL at the time of delivery of the material to the project. Provide the Engineer documentation according to the Department's standard procedure that, at the time of delivery, the material provided is on the QPL.



# 107.10 Protection and Restoration of Property

## **Add the following:**

Any permanent Right-of-Way Monuments or property monuments on or outside the Right-of-Way limits and not enclosed within a temporary easement for the project will be the Contractor's responsibility to protect. Upon completion of the final grading replace any Right-of-Way Monuments destroyed during or by construction activities. A quantity for replacement of Right-of-Way Monuments expected to be destroyed that are within a temporary easement will be paid under Item 604.



# 107.10 Protection and Restoration of Property

When specified in the plans, the Contractor will construct the Monument Assemblies with the iron pin and Reference Monuments with the iron pin and cap. Right-of-Way Monuments, Monument Assemblies and Reference Monuments are to be set under the direct supervision of a Registered Surveyor.



- \* Other changes to clarify Monument and Marker language, added pay items



# 107.13 Reporting, Investigating and Resolving Motorist Damage Claims.

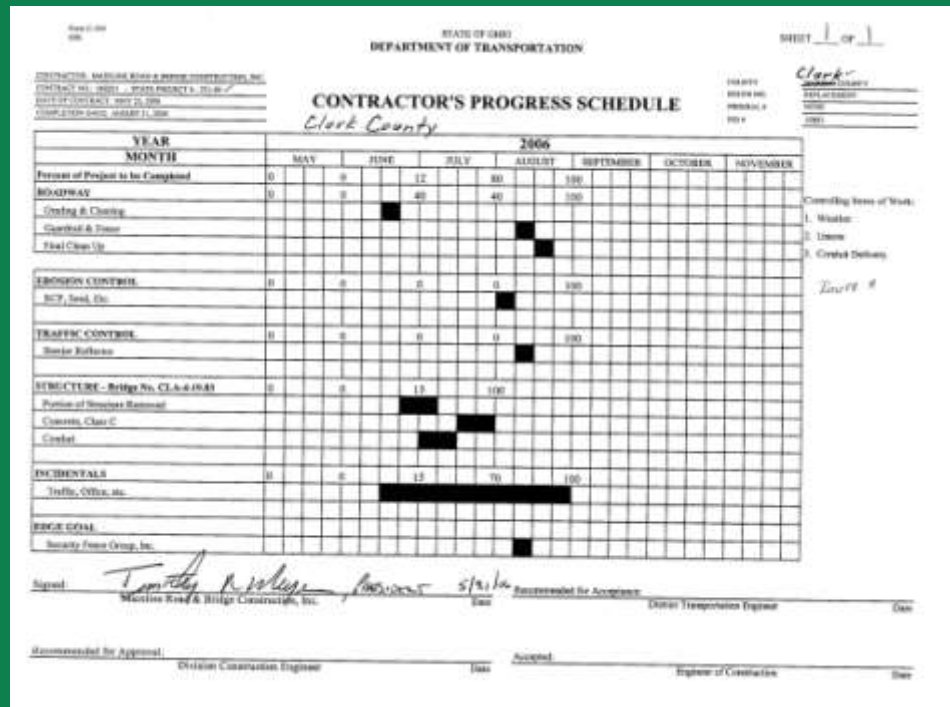
## Revised last paragraph:

The Engineer will notify the Contractor prior to executing the deduction. The Contractor or the Contractor's insurance company may appeal the assessment decision of the Court of Claims Coordinator to the Engineer within 14 days of the Engineer's notice. The Engineer will consider the appeal within 14 days. The Engineer's determination of the assessment is final.



# 108.02.B Progress Schedule

Added the Bar Chart Schedule (PN 102) requirements as the default schedule for this section.



## 108.06.A Determining a Time Extension to Completion Date and Payment for Excusable Delays

**A. General.** The Department will only extend the Completion Date if an excusable delay, as specified in 108.06.B or 108.06.D, delays Work on the critical path shown on the accepted progress schedule, and impacts the Completion Date. The critical path is defined as the sequence of activities that must be completed on time to ensure that the Project finishes by the Completion Date. Any extension of the Completion Date will be executed by a change order. Mitigation of any delay, whether caused by the Department, Contractor, or a shared contractor, shall include, but are not limited to, acceleration, and planned shutdowns. The Contractor shall explore and discuss potential mitigation efforts in a timely manner and must agree upon costs or cost sharing responsibilities prior to their implementation.

See the New Policy 27-012, and Procedure 510-012 Time Extension and Waiver of Liquidated Damages



## 108.06.A Determining a Time Extension to Completion Date and Payment for Excusable Delays

The Department will not evaluate a request for extension of the Completion Date unless the Contractor notifies the Engineer as specified in 104.02.G, submits the request in writing to the Engineer within 30 days following the termination of the delay, and provides the required analysis as specified in 108.02.B.4.

The extended Completion Date shall then have the same standing and effect as though it was the original Completion Date.

If the Contractor contends that an excusable delay is also compensable, as specified in 108.06.D, submit a detailed cost analysis of the requested additional compensation along with the request for extension of Completion Date.



# 108.06.C Extensions to the Completion Date for Weather

**Revised:**

**C. Extension to the Completion Date for Weather or Seasonal Conditions.** A weather day is defined as a workday that weather or seasonal conditions reduced production by more than 50 percent on items of work on the critical path. Submit the dates and number of weather days in writing to the Engineer at the end of each month. In the event the Contractor fails to submit weather days at the end of each month the Engineer will determine the dates and number of weather days from project records. The Engineer will extend the Completion Date one workday for each lost workday caused by weather or seasonal conditions, except for workdays lost from December 1 to April 30.



# 108.07 Failure to Complete on Time

The Director will adjust the Completion Date or other contractually mandated dates for delays specified in 108.06.B.7 and 108.06.D.



# 108.07 Failure to Complete on Time

## Additional Language:

The Director may stop deducting liquidated damages when:

- A. The Work is substantially complete and the project is available for use as intended by the contract.
- B. The Contractor is diligently pursuing the remaining Work.
- C. The Work remaining will not interfere with the intended use of the project and will not impact traffic. For the limited purposes of assessing liquidate damages, the closing of a shoulder is not considered an impact upon traffic.
- D. All contract safety items are complete and operational. These safety items include but are not limited to signs, pavement markings, guardrail, attenuators, and signals. Raised pavement markers (RPM) are required safety items if the roadway section involved had RPMs before the project started.
- E. Deemed reasonable and appropriate by the Director.



# Updated Time Extension Policy and Procedure

## Time Extension and Waiver of L/D

- More process oriented
- Sync-up with change order standard procedure
- Time Extensions – use RWCO, no more C122
- Waiver of L/D – still requires C122a



Approved:

Policy No. 27-012(P)  
Effective Date: July 1, 2008  
Responsible Office: Division of  
Construction Management  
Supersedes policy date April 1, 2006

James G. Beasley, P.E., P.S.,  
Director

### TIME EXTENSIONS AND WAIVER OF LIQUIDATED DAMAGES

#### POLICY STATEMENT:

This policy is to establish uniform procedures and criteria for granting waivers of liquidated damages and time extensions on construction administered projects.

#### AUTHORITY:

23 CFR 635.109 Standardized Changed Condition Clauses

23 CFR 635.120 Changes and Extra Work

#### REFERENCES:

The "Construction and Material Specifications," 2005 and 2008 editions, Sections 108.06, 108.07, 109.12 and 614.11

Standard Procedure 510-012(SP) Time Extensions and Waiver of Liquidated Damages

#### SCOPE:

This policy is for use by District Construction Offices in granting additional contract time for excusable delays and waivers of liquidated damages on projects.

#### BACKGROUND AND PURPOSE:

The Department has the power and duty to grant time extensions of contract completion dates for excusable reasons and to waive liquidated damages when the work is substantially completed.

Approved:

Standard Procedure No. 510-012(SP)  
Effective Date: July 1, 2008  
Responsible Division: Division of  
Construction Management

William H. Lindenbaum, PE., PS.  
Deputy Director Division of Construction Management

### TIME EXTENSIONS AND WAIVER OF LIQUIDATED DAMAGES

#### PURPOSE:

The purpose of this standard procedure is to establish uniform procedures and criteria for processing time extensions and waivers of liquidated damages on construction projects.

#### REFERENCES:

Sections 108.06, 108.07, 109.12 and 614.11 of the Construction and Material Specifications, January 1, 2008

Sections 108.06, 108.07, 109.12 and 614.11 of the Construction and Material Specifications, January 1, 2005

Standard Procedure 510-010(SP) Standard Procedure for Processing Change Orders

#### DEFINITIONS:

C&MS: "Construction and Material Specifications"

CMS: Construction Management System, the Department-wide computer system for administration of construction projects.

CPM Schedule: The type of progress schedule outlined in Proposal Note 107 that delineates a critical path of work from the start of the project to the end of the project.

Calendar Day: Everyday shown on the calendar.



# Updated Time Extension Policy and Procedure

The change order shall be for zero dollars.

The “Explanation of Necessity” shall include one of the following four statements:

*(1) The Department accepts the contractor’s early completion schedule in accordance with C&MS 108.02.B.2. The amended completion date is \_\_\_\_\_ . (Reason Code 32)*



# Updated Time Extension Policy and Procedure

*(2) The contractor experienced an excusable, non-compensable delay due to (insert reason) as determined in accordance with C&MS 108.06.B. The revised (interim/contract) completion date is \_\_\_\_\_ . (Reason Code 33)*

*(3) The contractor experienced an excusable, non-compensable delay due to weather as determined in accordance with C&MS 108.06.C. The revised (interim/contract) completion date is \_\_\_\_\_ . (Reason Code 34)*



# Updated Time Extension Policy and Procedure

*(4) The contractor experienced an excusable, compensable delay due to (insert reason) as determined in accordance with C&MS 108.06.D. The revised (interim/contract) completion date is \_\_\_\_\_. The allowable delay costs will be calculated in accordance with C&MS 109.05.D and processed on a subsequent change order. (Reason Code 35)*

**Attach to the change order copies of analysis and progress schedules with support documentation or other justification substantiating the duration of the revision to the interim/contract completion date.**



# 108.08 Unsatisfactory Progress and Default of Contractor

## **Added the following sentence:**

The defaulted Contractor will not be compensated for costs resulting from the default and is not eligible to be retained by the Surety to complete the Work.



# 109.04 Compensation for Altered Quantities, Eliminated Items or Termination of the Contract for Convenience of the Department

## **Revised Section:**

**Compensation for Altered Quantities, Eliminated Items or Termination of the Contract for Convenience of the Department.** If the agreed quantities of contract items vary from the quantities in the Contract, the Department will make payment at the original Contract unit prices for the agreed quantities of Work.



## 109.04 Compensation for Altered Quantities, Eliminated Items or Termination of the Contract for Convenience of the Department

- A. If an item is eliminated in accordance with 104.02.E or the contract is terminated in accordance with 108.09 the Department will pay the following in addition to that provided by 104.02.D:
1. Restocking charges supported by paid invoices and an additional 5 percent mark up on the compensation for overhead and profit.
  2. The cost of material transferred to the Department or a local government agency in lieu of restocking or disposal. The allowed compensation is the paid invoice cost plus 15 percent markup, but no more than the unit bid price for the reference number involved.
  3. Hauling costs, if not included in restocking charges, for returned material and for material delivered to the Department.



## 109.04 Compensation for Altered Quantities, Eliminated Items or Termination of the Contract for Convenience of the Department

- B. If the project is terminated for convenience of the Department, the Department will negotiate compensation with the Contractor for actual costs incurred as a result of the termination. The Department will pay for Extra Work as stipulated in approved Extra Work Change Orders or written authorizations subject to the limitations set forth in ORC 5525.14. Such authorizations for emergencies and to avoid Project delays are in advance of an approved Extra Work Change Order and commit the Department to the terms of the authorizations. The Department will pay for Extra Work after the approval of the subsequent Change Order.



# 109.05.A Extra Work

## A. General

In establishing the method of payment for contract changes or extra work orders, force account procedures shall only be used when strictly necessary, such as when agreement cannot be reached with the contractor on the price of a new work item, or when the extent of work is unknown or is of such character that a price cannot be determined to a reasonable degree of accuracy. The reason or reasons for using force account procedures shall be documented.

Unless otherwise stated in 109.05, the compensation provided in 109.05.B through 109.05.E constitutes payment in full for all Extra Work completed by original Contract Price, agreed unit price, agreed lump sum price, and for work performed on a force account basis, including:

1. Administration.
2. Superintendence.
3. Project and field office overhead.
4. Home office overhead.



# 109.05.A Extra Work (con't)

## A. General.

5. Use of tools and equipment for which no rental is allowed.
6. Profit.
7. Taxes other than sales tax.
8. Premiums on insurance including additional premiums for Commercial General Liability Insurance required by 107.12.B and any additional coverage carried by the Contractor or subcontractor, excluding pollution and railroad General Liability Insurance. The Department will pay the Contractor's pollution and railroad liability insurance premiums, if required by the contract, by a separate Change Order for the cost of the premium without any mark up. When the Contractor's or subcontractors' basic rate for General Commercial Liability Insurance required by 107.12.B is greater than 5 percent of payroll, the Department will pay directly without mark up the portion of the premium in excess of 5 percent and provide copies of paid premiums. Sales tax will not be allowed on any item for which tax exemption was obtained.



# 109.05.B Extra Work (con't)

## Revised language:

**B. Negotiated Prices.** Extra Work negotiated prices shall be comparable to prices that would have resulted from a competitive bid contract. The Engineer and Contractor will negotiate agreed unit or lump sum prices using one or more of the following methods:

1. Original Contract prices for similar work but adjusted for increased or decreased material costs. The prices may be adjusted for the difference in the invoiced material cost difference plus fifteen percent (15%) mark up. Adjustments of these prices for inflation or mark up for subcontractor work is not allowed.



# 109.05.B Extra Work (con't)

2. State-wide average unit price awarded for the item or items as listed in the Department's annual "Summary of Contracts Awarded." These prices may be adjusted for inflation using factors issued by the Office of Construction Administration. No mark up for subcontractor work is allowed.
3. Average price awarded on three different projects of similar work and quantity. These prices may be adjusted for inflation using factors issued by the Office of Construction Administration. No mark up for subcontractor work is allowed.
4. Prices computed by the Office of Estimating.
5. Cost analysis of labor, material, equipment, and mark ups as allowed in 109.05.C.
6. For the cost of compensable delays as defined in 108.06, prepare a cost analysis as allowed by 109.05.D.



# 109.05.C Extra Work (con't)

## Revised language:

### C. Force Account.

- 1. General.** The Engineer may direct the Contractor to perform the revised Work under force account. Submit a written proposal and estimated costs for the Work, including the planned equipment, materials, labor, a work schedule.

The Department will pay the Contractor as specified in 109.05.C as full compensation for performing the force account Work. The Project and Contractor personnel will document the labor and equipment used on the force account work on a Daily Force Account Record. At the end of each Workday, the Project and Contractor personnel will compare and sign the Daily Force Account Record. The Department will make no force account payment before the Contractor submits an itemized statement of the costs for that work.

The Engineer will examine and, if found to be acceptable, approve all rates and costs submitted by the Contractor.



# 109.05.C.1.i Extra Work (con't)

## Revised language:

### 1. General.

- i. Provide “receipted invoices” for all costs substantiated by an invoice.

If only part of the expenditure represented by an invoice is applicable to force account work, or if the invoice represents expenditure for more than one item of work, clearly indicate the actual amount of expenditure applicable to each item of work.



# 109.05.C.2.e Labor (con't)

## Revised language:

### Labor.

Provide itemized statements in addition to the documentation requirements for all labor including the name, classification, date, daily hours, total hours, rate, and amount. If any person is paid more than the one rate, a separate listing shall be made for that person for each rate paid. Provide itemized statements for Ohio Workers' Compensation insurance premiums, all applicable insurance premiums, State and Federal Unemployment Insurance contributions, and Social Security Tax and fees or dues required by a collective bargaining agreement. Express each of these items of cost as a percentage of payroll, except fees or dues, which shall be expressed as a cost per hour.



# 109.05.C.3 Materials (con't)

## Revised language:

**Materials.** The Department will pay the Contractor's actual invoice costs, including applicable taxes and actual freight charges, for Engineer approved materials the Contractor uses in force account Work. The Department will pay an additional 15 percent mark up on these costs.

Freight or hauling costs charged to the Contractor and not included in unit prices shall be itemized and supported by invoices. The cost of owned or rented equipment used to haul materials to the project is not part of the materials cost. Such equipment, when used for hauling materials, shall be listed under cost of equipment.



# 109.05.C.3 Materials (con't)

Provide itemized statements in addition to the documentation requirements for all equipment including the quantity and price of each material and transportation charges free on board (F.O.B.) at the job site. Attach invoices to support the quantities of materials used, unit prices paid and transportation charges. If the Contractor uses materials from the Contractor's stock and original receipted invoices for the materials and transportation charges do not exist, the Department and the Contractor will agree on a price that represents the actual cost to the Contractor. Provide an affidavit and certify all of the following:

- a. The materials were taken from the Contractor's stock.
- b. The quantity shown was actually used for the force account work.
- c. The price and transportation costs represent the actual cost to the Contractor.

Do not incorporate materials into the Work without a price agreement.



# 109.05.C.4 Equipment

## General.

Tool trucks will be allowed for compensation if they are used at the force account site. Only the tools used from the tool truck will be allowed for compensation. Tools in the tool truck that are not used in the force account work will not be compensated. A tool trailer that remains at the Contractor's office or yard will not be allowed on the force account work. Tool trailers that are taken to the force account site will be allowed for compensation along with the tools used on the force account work that were taken from the trailer.

Treat traffic control devices used in Maintaining Traffic and owned by the Contractor as owned equipment. Allowed rates for common traffic control devices and concrete barrier that are not listed in the Blue Book will be as determined by the Department.



# 109.05.C.4 Equipment (con't)

## a. General.

For each piece of equipment used, whether owned or rented, provide the Engineer with the following information:

- (8) All further information necessary to determine the proper rate.
- (9) Dates, daily hours, total hours of actual operation and idle time,
- (10) Blue Book rate with reference or category,
- (11) Amount
- (12) Applicable Blue Book hourly operating cost
- (13) Invoices for all rental equipment.



# 109.05.C.4 Equipment (con't)

## b. Hourly Owned Equipment Rates.

The Department will pay as working equipment for the entire Workday equipment used intermittently during the Workday. The following criteria qualify for intermittently used equipment:

- (1) Equipment dedicated to the force account exclusively all day and not used on bid work.
- (2) Equipment works before and after the intermittent idle period and its total working time during the Workday is at least 2 hours.

Equipment that is captive to the force account work (ie. it must remain at the force account site), but does not qualify for intermittently used owned equipment, is paid as idle equipment according to C&MS Section 109.05.C.4.c. for the time it is not working.



# 109.05.C Extra Work (con't)

## 5. Foreman's Transportation

The Department will pay the Blue Book rate for every hour the foreman's truck is on the force account site or moving to or from the site. This rate includes equipment cost, fuel and lubricants, overhead, profit, and mobile phone or two-way radios.

## 6. Subcontract work

For Work performed by an approved subcontractor, the Department will pay an amount to cover administrative costs pursuant to Table 109.05-2. No additional mark-up is allowed for work of a sub-subcontractor or trucking services employed by a subcontractor.



# 109.05.C Extra Work (con't)

## 7. Additional Bonding Premiums and Fees

The Contractor will furnish additional performance and payment bonds for Extra Work it performs. Bonds shall be in an amount equivalent to the value of the Extra Work performed. The Department will pay for all additional bonding premiums and related fees the Contractor incurs.

## 8. Trucking

Trucking that is not subject to prevailing wage will be paid at the invoiced cost plus administrative costs pursuant to Table 109.05-3.

Provide documentation showing payment to trucking firms and owner-operators and owner-operations status. When the trucking is subject to prevailing wage, submit payroll and equipment usage records according to 109.05.C.2 and 109.05.C.4.



# 109.05.C.9 Professional and Specialized Work

## 9. Professional and Specialized Work

- d. Installation, periodic maintenance, and removal of traffic control devices under Item 614 performed by a traffic control service or rental company, provided the workers are not on the Project full-time. Maintenance of Traffic services performed by LEO.
- e. Other professional or specialized work not contemplated at the time of Bid.



# 109.05.C.10 Payment for Force Account Work

## 10. Payment for Force Account Work

See text in handout and 2008 C&MS



# 109.05.D.2.e Field Overhead

## Field Overhead.

The Department will pay the salary and fringes plus a 5 percent mark up for field personnel identified in Table 109.05-4.

Superintendent's transportation is compensable at the same rate allowed for foreman's transportation in Section 109.05.C.5, which includes the cost of mobile communication devices. The allowed hours are when the superintendent is at the project site.

Superintendent's subsistence, provided this is the company's terms of compensation to such employees, as documented by the Contractor's written company policy or contracts with their employees.



# 109.05.D.2.f Home Office Overhead

## Home Office Overhead.

$C$  = value from Table 109.05-5

**TABLE 109.05-5**

Original Contract Amount	$C$
Up to \$5,000,000	0.08
\$5,000,001 to \$25,000,000	0.06
Over \$25,000,000	0.05



# 109.05.E Changes in Materials

Changes in material specifications that result in increased cost to the Contractor are compensated by lump sum adjustment to the reference number. The allowed compensation is equal to the invoice supported material cost increase plus 15 percent markup for profit and overhead.

Material cost savings resulting from a specification change shall be credited to the project by a lump sum adjustment to the reference number plus a 15 percent markup if the originally specified material has not been ordered.

If the original material was ordered before the Contractor was informed of the change, the savings markup allowed is 2.5 percent in order to exclude profit on the original bid price and pay only for incurred overhead.



# 109.06 Directed Acceleration

## Revised section:

**Directed Acceleration.** The Engineer may order the Contractor to accelerate the Work to avoid delay costs or to complete the Project early. The Director and the Contractor will negotiate acceleration costs.



# 109.07 Inefficiency

## Revised section:

**Inefficiency.** The Department will compensate the Contractor for inefficiency or loss of productivity resulting from 104.02 Revisions to the Contract Documents. Use the Measured Mile analysis comparing the productivity of work impacted by a change to the productivity of similar work performed under unimpacted conditions to prove and quantify the inefficiency.



# 109.09 Estimates

## Revised section:

**109.09 Estimates.** If satisfactory progress is being made, the Contractor will receive monthly payments equaling the Work and materials in place. The monthly payment is approximate, and all partial estimates and payments are subject to correction in the Final Estimate and payment. Payment for Work and materials shall not, in any way, prevent later rejection when defective Work or material is discovered, or constitute acceptance under 109.11 or 109.12.

The Department will not pay an estimate until the Contractor certifies to the Engineer that the work for which payment is being made was performed in accordance with the contract. Certification will be made on forms provided by the Department.

This is New!



# 109.09 Estimates (con't)

The Department may pay estimates twice each month if the Engineer concludes the amount of work performed is sufficient.

No estimate or payment shall be construed as acceptance of defective Work or improper materials.

The Department will not pay the adjusted final estimate until the Contractor remedies all defective Work and accepted Work damaged by the Contractor's operations.

Interest will be paid in accordance with ORC 126.30 when warranted.



# New Payments Policy! 27-016 and Procedure 510-016

## Three new forms

Signature Authorization (Should be received at Precon)

Progress payment Certification (before each estimate)

Contract Compliance Certification (before final)

**Forms are available for download  
from the ODOT website:**

<http://www.dot.state.oh.us/Divisions/ConstructionMgt/Admin/Pages/InspectionForms.aspx>



Approved:

\_\_\_\_\_  
James G. Beasley, P.E., P.S.,  
Director

Policy: 27-016(P)  
Effective: July 1, 2008  
Responsible Office: Division  
of Construction Management  
Supersedes 27-016(P) dated: 4/1/2006

### **PAYMENT FOR CONTRACT WORK**

#### **POLICY STATEMENT:**

This policy establishes uniform procedures and criteria for the prompt payment of completed contract work on Ohio Department of Transportation (ODOT) administered projects.

#### **AUTHORITY:**

Ohio Revised Code (ORC) Sections 1311.25 - 1311.32, 5525.16, 5525.18, and 5525.19

Ohio Administrative Code (OAC) Section 126.30

PAYMENTS UNDER THE PROMPT PAYMENT ACT 2770.2A August 2, 1991

#### **REFERENCES:**

2005, 2008 Construction and Material Specifications Section 109.09 through 109.12

Standard Procedure Number 510-016(SP) Payment for Contract Work

#### **SCOPE:**

This policy is for use by District Construction Offices for processing estimates for

Approved:

\_\_\_\_\_  
William H. Lindenbaum, PE, PS.  
Deputy Director, Division of Construction Management

Effective: July 1, 2008  
Responsible Office: Division  
of Construction Management  
Standard Procedure No.: 510-016(SP)

### **PAYMENT FOR CONTRACT WORK**

#### **PROCEDURAL STATEMENT:**

This procedure establishes uniform processes and criteria for the prompt payment of completed contract work on Ohio Department of Transportation (ODOT) administered projects.

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PAYMENTS UNDER THE PROMPT PAYMENT ACT 2770.2A August 2, 1991

#### **REFERENCES:**

2005, 2008 Construction and Material Specifications Section 109.09 through 109.12

Appendix: List of Forms



# Signature Authorization

Form CA-D-10

  
**State of Ohio**  
**Department of Transportation**  
**Contractor Signature Authorization**

<b>Project Number:</b>	<b>County/Route/Section:</b>	
<b>PID:</b>	<b>Federal Project Number:</b>	
<b>Contractor:</b>		

I, \_\_\_\_\_ (Print Name), \_\_\_\_\_ (Print Title) (Must be an Officer of the Prime Contractor's Company),  
do hereby authorize  
\_\_\_\_\_ (Print Name), \_\_\_\_\_ (Print Title)  
with authority to sign his/her name to all Contractor Progress Payment Certification documents pertaining to this project.

This authorization shall remain in effect for the duration of this project, or until revoked.

Contractor signature (Officer)	Title	Date
Contractor signature (Project Representative)	Title	Date



# Progress Payment Certification

Form CA-D-11



**State of Ohio**  
**Department of Transportation**

**Contractor Progress Payment Certification**

Project Number:		County/Route/Section:	
PID:		Federal Project Number:	
Contractor:			
Estimate Number:		Estimate Date:	

I, \_\_\_\_\_, a duly authorized representative of the Prime Contractor for the reference Project, hereby verify based on personal knowledge or reasonable investigation and good faith belief that all items represented by this estimate were constructed in reasonably close conformity with the Contract Documents.

Pursuant to C&MS 109.09, this document acknowledges full, fair and timely compensation for the work represented by this estimate.

\_\_\_\_\_  
Contractor signature                      Title                      Date



# Contract Compliance Certification

Form CA-D-12

  
**State of Ohio**  
**Department of Transportation**  
**Contract Compliance Certification**

<b>Project Number:</b>	<b>County/Route/Section:</b>	
<b>PID:</b>	<b>Federal Project Number:</b>	
<b>Contractor:</b>		

Pursuant to C&MS 109.12.D.4, I, \_\_\_\_\_, a duly authorized representative of the Prime Contractor for the reference Project, hereby verify based on personal knowledge or reasonable investigation and good faith belief that the Work was performed in accordance with the Contract Documents as required by C&MS 105.03.

Contractor signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



# Payment Process

## I. Estimates for Progress Payments:

I.A. The District shall establish procedures for approving estimates and payments as required by C&MS Section 109.09. These procedures shall include the following minimum requirements:



# Payment Process - continued

- I.A.1. Establish the first estimate date at the Preconstruction Conference. The first estimate date should be two (2) weeks after the first day of work or as otherwise agreed to by the Contractor.
- I.A.2. Obtain from the Contractor an executed Contractor Signature Authorization CA-D-10 Form at the Preconstruction Conference.



# Payment Process - continued

I.A.3. Assign CMS approval authorities. A person with PE/PS Approval Authority on a project cannot be assigned Estimate Approval Authority on the same project. CMS authorities include Estimate Approval, PE/PS Approval, and Project Update.



# Payment Process - continued

I.A.4. Confirm the accuracy of the pay quantities and delivered material quantities entered into CMS.

I.A.4.a. Project inspectors may be granted update authority to enter these quantities.

I.A.4.b. Delivered materials will be paid in accordance with 2005 and 2008 C&MS Section 109.10 and ORC Section 5525.19. Delivered material invoices shall be kept in the project file.



# Payment Process - continued

- I.A.5. Verify that all pay items have associated materials approved at the time of the estimate approval.
  
- I.A.6. Establish a process for the daily review of the CMS PEAPR screen to determine estimates requiring approval.



# Payment Process - continued

I.A.7. Establish a process to override unjustified CMS holds on an estimate. Unjustified holds are limited to the following:

I.A.7.a. An estimate held for deficient payrolls, when the District verifies that all required payrolls were submitted, reviewed, and are acceptable.

I.A.7.b. An estimate held for the lack of material approval, when the PE/PS establishes that the material used is approved and the hold is caused by the approval not being processed in time for the estimates.



# Payment Process - continued

- I.A.8. Enter on CMS EST the date the estimate certification was received from the Contractor.
- I.A.9. Obtain from the Contractor an executed Contractor Progress Payment Certification CA-D-11 Form. Do not approve an estimate until it has been reviewed by the Contractor and the required certification received. Every estimate must have a signed Contractor Progress Payment Certification CA-D-11 Form attached to the estimate and retained in the project records.



# Payment Process - continued

I.B. Issue payment for Contract Bonds at any time following the execution of the contract but no later than two weeks after the start of work. If no other pay items have been performed on the project to automatically generate the estimate, the CMS RGEN screen must be used.



# Payment Process - continued

I.C. Payments withheld to satisfy liens against contract funds in accordance with ORC Sections 1311.25 - 1311.32 will be withheld by the Office of Accounting.



# Payment Process - continued

## II. Final Estimates and Processing Estimates after Physical Work Completed (PWC)



# Payment Process - continued

II.A. Following completion of physical work, agreements are reached with the Contractor as to final quantities. These agreed upon quantities are entered on the CMS FINQ screen. Press F12 on the CMS FINQH screen to generate the final quantity listing report. Pressing F6 will generate the documentation check. **Print the Final Report from the CMS portal. Send the final quantity report to the Contractor for approval.**



# Payment Process - continued

- II.B. Calculate and enter final price adjustments as required by the contract such as bituminous price, fuel, steel, portland cement concrete pavement or base thickness, smoothness, etc.
- II.C. The District generates and approves the final change order. The District generates and approves the final estimate. The final estimate shall be from zero dollars (\$0.00) to no more than five-hundred dollars (\$500.00).



# Payment Process - continued

- II.D. The District Construction Engineer shall certify the correctness of the Final Estimate by signing it. Final quantities shall agree with the contract quantities as adjusted by the approved change orders on the final report.
- II.E. The District shall inform the Contractor by letter that the Final Estimate has been signed. Use the Final Estimate Letter standard form. Distribute copies to the Surety and others as indicated on the sample letter.



# Payment Process - continued

II.F. The District shall enter dates for appropriate finalization milestones on the CMS KETRK screen.

II.G. Copies of the signed Final Estimate and signed Final Report with Summation of Extra Work Items shall be submitted to Central Office Capital Accounting as the Final Package. Distribute copies of the Final Package as follows:



# Payment Process - continued

II.G.1. Non-Federal Projects - Submit one (1) signed copy each of the Capital Final Estimate and one (1) signed copy of the Contractor Final Estimate, with the final report attached.

II.G.2. Federal Projects - Submit one (1) signed copy each of the Capital Final Estimate and two (2) signed copies of the Contractor Final Estimate, with the final report attached.



# Payment Process - continued

H. The Final Payment shall be generated by Central Office Capital Accounting when all the requirements of C&MS section 109.12 have been fulfilled and the FHWA final voucher is issued.



# Payment Process - continued

## III. Administrative Closing

III.A. In the event the District cannot obtain all the required documentation and judges that the Contractor cannot supply these documents, the District will refer the project to the Division of Construction Management for an Administrative Closing.



# Back to the Spec Changes!

109.12 Final Acceptance



# 109.12 Final Acceptance

## Revised section:

**A. Final Inspection.** The Department will perform a Final Inspection for the express purpose of relieving the Contractor of maintenance responsibility for the Work.

The Final Inspection shall only serve as the Department's verification that the Work is substantially complete and that final payment is due. Final Inspection does not waive any available rights of the Department, nor divest the Contractor of any responsibility for compliance with the contract.

Notify the Engineer when the Project is complete and all of the Engineer's punch list items are complete. If the Engineer agrees the Project is complete, then within 10 business days the District Final Inspector will inspect the Work and categorize it as one of the following:

1. Unacceptable or not complete.
2. Substantially complete with punch list items found by the Final Inspector.
3. Acceptable.



# New Final Inspection Policy! 27-07 and Procedure 510-07

## Three new forms

**C-85 Partial Inspection (one per year)**

**C-85 Final Inspection (only one)**

**Report of Punch List Completion  
(acknowledgement of completion)**

## Forms are available on the web at:

<http://www.dot.state.oh.us/Divisions/ConstructionMgt/Admin/Pages/InspectionForms.aspx>



# New Final Inspection Policy!

## New dates CMS:

Final Inspection Requested Date (150)

Final Inspection Date (155) – C-85 Date

Physical Work Completed (160)



Approved:

Policy: 27-007(P)  
Effective Date: April 18, 2008  
Responsible Office: Division of  
Construction Management  
Supersedes policy dated 4/1/2006

James G. Beasley, P.E., P.S.,  
Director

### FINAL INSPECTION OF CONSTRUCTION PROJECTS

#### POLICY STATEMENT:

The Ohio Department of Transportation (ODOT) will perform a Final Inspection of all completed construction projects.

Each District Deputy Director will designate a person as the Final Inspector for their District. The person designated as the Final Inspector will be a Professional Engineer, registered by the State of Ohio, in order to comply with 4733.17 ORC. The Final Inspector will not be the Project Engineer for the project under inspection or any other person who had daily responsibility for inspection of the Work. Each District Deputy Director will designate a person meeting the same criteria as the Final Inspector, as the Back-Up to the Final Inspector.

Acceptance of a project or portion of a project by the Final Inspector or Back-Up and their signature on the required form C-85 will constitute acceptance by the Director.

The Division of Construction Management will foster consistent standards of Final Inspection among the various Districts by sponsoring periodic meetings of all Final Inspectors and Back-Ups. The Districts shall comply with the standard procedures for final inspection of construction projects established in Standard Procedure 510-007(SP).

For ODOT administered construction contracts, the Final Inspection is a contract event to start Warranty Maintenance Periods, to relieve the Contractor of maintenance responsibilities, and to transfer maintenance responsibilities to the appropriate ODOT District or Local Public Agency (LPA). The Final Inspection of ODOT projects acknowledges receipt of the Contractor certifications of compliance with Contract conditions, and Work performed in a reasonably close conformity with the Contract Documents and consistent standards of inspection and project administration among the various Districts.

Approved:

Standard Procedure No.: 510-007(SP)  
Effective Date: July 1, 2008  
Responsible Division: Construction  
Management  
Supersedes procedure dated 2/5/2003

William H. Lindenbaum, P.E., P.S.,  
Deputy Director, Division of Construction Management

### FINAL INSPECTION OF CONSTRUCTION PROJECTS

#### PURPOSE:

The purpose of this standard procedure is to establish a consistent Final Inspection process for construction projects.

#### AUTHORITY:

Ohio Revised Code 4733.17

Federal Aid Policy Guide 635.105

#### REFERENCES:

2002, 2005, 2008 Construction and Material Specifications Sections 109.11 and 109.12

Appendix: List of Forms

#### DEFINITIONS:

C&MS: The Construction and Material Specifications of the Ohio Department of Transportation.

CMS: Construction Management System, the Department's computer system for administration of construction projects.

Contractor: Defined in C&MS 101.03



# C-85 Partial Inspection

Form C-85-Partial



**State of Ohio**  
**Department of Transportation**

**Report of Partial Inspection**

Project Number:	County/Route/Section:
PJD:	Federal Project Number:
Contractor:	
Date Work Started:	
Date Physical Work Completed:	
Date of Partial Inspection:	

This Report of Partial Inspection is prepared pursuant to C&MS 109.11.

Work Performed: *describe work performed on project here*

I, \_\_\_\_\_ have inspected the portion of the Project and have found the work performed to be:

unacceptable. The Contractors request for partial acceptance is rejected.  
 acceptable. The Contractor completed the physical work on \_\_\_\_\_ and is relieved of further maintenance responsibilities for the work represented by this inspection.

Remarks / Warranties / ( \_\_\_ listed below or \_\_\_ attached sheet):  
*Provide a description of the Warranty items here*


\_\_\_\_\_  
 Final Inspector Signature                      Date

c: Accounting, Construction Administration, Contractor, Contracts, County Manager, Maintaining Agency, District Warranty Coordinator (if Warranty items), FHWA (if federal oversight project)



# C-85 Final Inspection

Form C-85-Final



**State of Ohio  
Department of Transportation  
Report of Final Inspection**

Project Number:	County/Route/Section:
PID:	Federal Project Number:
Contractor:	
Date Work Started:	
Date Physical Work Completed:	
Date of Final Inspection:	

This Report of Final Inspection is prepared pursuant to C&MS 109.12.

Work Performed: \_\_\_\_\_ describe work performed on project here

I, \_\_\_\_\_ have inspected the Project or a representative portion thereof and have found the work to be:

\_\_\_ substantially complete with punch list items found by the Final Inspector. (Punch List Completion report required)

\_\_\_ acceptable. The Contractor completed the physical work on \_\_\_\_\_ and is relieved of further maintenance responsibilities for the work represented by this inspection.

Remarks / Warranties / Punch List ( \_\_\_ listed below or \_\_\_ attached sheet):  
describe and remarks, Warranty items or punch list items here

Final Inspector Signature \_\_\_\_\_ Date \_\_\_\_\_

Accounting, Construction Administration, Contractor, Contracts, County Manager, Maintaining Agency, District Warranty Coordinator (if Warranty items); FHWA (if federal oversight project)



# Report of Punch List Completion

	
<b>State of Ohio Department of Transportation</b>	
<b>Report of Punch List Completion</b>	
Project Number:	County/Route/Section:
PID:	Federal Project Number:
Contractor:	
Date Work Started:	
Date of Punch List Completed:	

The Final Inspector's punch list was completed on \_\_\_\_\_. This is the physical work complete date for the project. The Contractor is relieved of further maintenance responsibilities for the Work.

\_\_\_\_\_  
Final Inspector Signature

\_\_\_\_\_  
Date

c: Accounting, Construction Administration, Contractor, Contracts, County Manager, Maintaining Agency, District Warranty Coordinator (if Warranty items), FHWA (if federal oversight project)



# Final Inspection Process

- The Engineer's Punch List must be provided to the Contractor and all items on the list must be complete before the Final Inspection.
- The date the final inspection is requested is entered into CMS as the Final Inspection Requested Date (Keycode 150) when applicable.



# Final Inspection Process - continued

- Report of Final Inspection (Form C-85-Final).  
The Final Inspector shall complete Form C-85-Final to document the condition of the Work inspected during the Final Inspection.



# Final Inspection Process - continued

- The Final Inspection Date on the C-85-Final shall be the date the Final Inspector performs the Final Inspection. This date is entered into CMS (key code 155) when applicable.
- If there are no punch list items, the Final Inspector will fill in the date that the Physical Work was completed on the C-85-Final. This date is entered into CMS (key code 160) when applicable.



# Final Inspection Process - continued

- The Remarks section of the C-85 shall list Final Inspection Punch List items found during the Final Inspection.
- The Form C-85-Partial or Form C-85-Final shall list the dates of the beginning of the warranty periods by item and location in the Remarks section.



# Final Inspection Process - continued

- The Final Inspection Punch List

The Final Inspection Punch List is a list written by the Final Inspector denoting deficiencies found during the Final Inspection.

**There shall be only one Final Inspection Punch List on a project.** Punch lists created by local authorities or other Department personnel will have no standing unless they are included on the Final Inspection Punch List by the Final Inspector.



# Final Inspection Process - continued

- At the Final Inspection, **the Final Inspector and Contractor shall agree to a duration or date for the completion of the Final Inspection Punch List.** The Final Inspection Punch List shall state:
- The detailed list of items and locations found deficient during the Final Inspection.



# Final Inspection Process - continued

- The duration or date established for completion of the Final Inspection Punch List (this is the “stipulated time” denoted in 109.12.B).
- The statement: *Failure of the Contractor to complete the punch list items by the stipulated time will result in the assessment of a liquidated damage in accordance with 108.07 for every day beyond the stipulated time the punch list work remains incomplete and beyond the revised Completion Date.*



# Final Inspection Process - continued

- The PE/PS shall notify the Final Inspector, in writing, of the satisfactory completion of the Final Inspection Punch List.



# Final Inspection Process - continued

- Report of Punch List Completion
- When the Contractor completes the Final Inspection Punch List to the satisfaction of the PE/PS, the Final Inspector will complete the Report of Punch List Completion.
- The date of Punch List Completion shall be entered on the CMS KETRK screen as the date of Physical Work Completed Date (code 160) when applicable.
- Copies of the signed Form C-85, and Report of Punch List Completion shall be sent to the Contractor and the maintaining agency.



# Final Inspection Process - continued

- Liquidated Damages can be waived as per the requirements of 108.07 and 109.12.B. if the Contractor completes the punch list work in the stipulated time.



# Final Inspection Process - continued

- End of Contractor Maintenance Responsibility  
When the Final Inspector completes the Final Inspection and finds the work acceptable, **or finds the work substantially complete with punch list items competed and documented on the Report of Punch List Completion**, the Contractor is relieved of maintenance responsibilities for the project, except for:



# Final Inspection Process - continued

- Defects in their work that become known before the final estimate is paid.
- Specific items on projects that specify a guarantee, support, establishment period, or warranty period, in accordance with the applicable specification.



# Final Inspection Process - continued

- The District shall immediately inform the appropriate maintaining agency of the end of the Contractor's maintenance responsibility for the project. This is particularly important when guardrail, stop signs, traffic signals, or other safety devices are part of the project.



# Final Inspection Process - continued

- Partial Inspection, as defined by C&MS 109.11. A Partial Inspection will only be performed following a request by the Contractor.



# Final Inspection Process - continued

- A Partial Inspection may be performed on a completed portion of the project roadway section provided:
  - All safety items are in place including permanent pavement markings.
  - Traffic is in its final pattern.
  - The completed portion of the project constitutes a complete geographical section of the project or a direction of traffic on a divided highway.



# Final Inspection Process - continued

- A Partial Inspection may be performed on a completed bridge provided:
  - All the work on the bridge and approaches are complete, including all safety items and permanent pavement markings.
  - The Contractor will not return to the bridge for any work except as allowed in 4.
  - Traffic is in its final pattern.
  - Painting of structural steel is either completed or scheduled to be performed.



# Final Inspection Process - continued

- FHWA Notification

- If a project is designated as a Federal oversight project, the FHWA representative shall be notified of the date of the Partial or Final Inspection and invited to participate.
- If the project is exempt from Federal oversight, FHWA shall be notified when the project has been accepted.



# 109.12 Final Acceptance (con't)

## Revised section:

### **D. Acceptance and Final Payment.** Final payment is based on:

1. The agreed final quantities or as determined by the Engineer if agreement is not possible, no compensation for unauthorized work is allowed.
2. Acceptance by the Final Inspector.
3. Receipt of acceptable finalization documents.
4. Contractor certification that the Work was performed in accordance with the contract.

### **E. Completion of Contract and Continuation of Contractor's Responsibility.**

The Contract is complete, except for items covered by the required bonds, when the Contractor receives final payment. The DCE will issue a letter confirming completion of the contract, noting any exception as provided in Items 659 and 661 and any warranty. The date the final payment is approved by the District constitutes acceptance as referenced in ORC 5525.16. Completion of the Contract does not relieve the Contractor of any responsibilities proscribed by law.



# Contract Compliance Certification

Form CA-D-12

  
**State of Ohio**  
**Department of Transportation**  
**Contract Compliance Certification**

<b>Project Number:</b>	<b>County/Route/Section:</b>	
<b>PID:</b>	<b>Federal Project Number:</b>	
<b>Contractor:</b>		

Pursuant to C&MS 109.12.D.4, I, \_\_\_\_\_, a duly authorized representative of the Prime Contractor for the reference Project, hereby verify based on personal knowledge or reasonable investigation and good faith belief that the Work was performed in accordance with the Contract Documents as required by C&MS 105.03.

Contractor signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



# Sample Final Estimate Letter

Sample Final Estimate Letter



[Date of final estimate]  
[Contractor Name] [Contractor Address],  
[Contractor City]

Re: [Project County]  
Project No. xxx (xxxx)  
Federal No. xxxxxxxxxxxxxxxx  
PID No. xxxxx  
109.12.E - Completion of Contract and Continuation of Contractor's Responsibility

Dear Contractor:

The final estimate for the subject project has been signed for the Director on this date. The final contract amount was \$xxx,xxx.xx.

This constitutes final acceptance of the project in accordance with the provisions of the Construction and Material Specifications 109.12.E.

Completion of the Contract does not relieve the Contractor of any responsibilities proscribed by law.

Respectfully,

[Name] [Title]

c Office of Structural Engineering, Tony Paika, Office of Contracts, Surety, Flexible Pavements Inc. Ohio Contractors Association [FHWA on Federal Aid Projects]  
[District Files]



# Questions?

