

INTRODUCTION

CONSTRUCTION PROJECT ADMINISTRATION MANUAL

I.1 PURPOSE

The **Construction Project Administration Manual (CPAM)** contains instructions for administering Florida Department of Transportation (Department) Construction contracts and describes requirements and procedures for Final Estimate preparation associated with those contracts. This **Manual** provides instructions to Department representatives for administering items mandated in **Florida Statutes (F.S.)**, rules and/or contract specifications and for the successful completion of construction contracts including instructions to assist those charged with the responsibility of documenting final quantities and preparing final estimates. This **Manual** ensures consistency in carrying out Department policies and helps ensure that all construction contracts are successfully administered on a fair and equal basis.

I.2 AUTHORITY

Sections ~~20.23(3)(a)~~ 20.23(3)(a) and ~~334.048(3)~~ 334.048(3), **Florida Statutes (F.S.)** ~~F.S.~~

Additional references will be cited on a chapter-by-chapter basis.

I.3 REFERENCE

Sections 119.07 and 119.011, F.S.

~~119.07 and 119.011, F.S.~~

I.4 SCOPE

This **Manual** is intended to be used by Department and Consultant Construction Inspectors, Project Engineers, Resident Engineers, and other Department and Consultant personnel involved in the administration of construction contracts. These instructions for the Final Estimates process are not to supersede or circumvent project specific documents such as: specifications, special provisions, plans, and/or plan notes or **F.S.** As the Department's evolution continues, these procedures will require updates and revisions.

I.5 DEFINITIONS

The following terms and their definitions are applicable to the Chapters and Sections of this *Manual* as appropriate:

Acceptance Letter: There are two versions of acceptance letter sent to the Contractor with the Offer Letter: the Regular and the Qualified. The regular acceptance letter is used when the Contractor accepts the amount in the offer letter in full (either positive or negative). The qualified acceptance letter is used when the Contractor does not accept the amount in the offer letter in full. In this case, the contractor must explain why some or all of the offer is not accepted. The Contractor is required to return one acceptance letter for each contract.

Acquisition Period or Procurement Time: A number of calendar days allowed prior to the first day that time is charged to a contract. This period is to allow time for acquisition of some materials on specialized contracts.

Allowed Contract Time: The number of days set forth in the contract plus any time extension granted by the Department under the contract specifications.

Assessment Category: One of the major categories of construction work within the overall project such as, roadway base construction, drainage construction or signal installation. Each category of construction or "Assessment Category" has a corresponding list of Inspection Requirements referred to as a **Statewide Inspection Quality Control Guidelist** and a corresponding list of Critical Requirements called a **Statewide Quality Assessment (QA) Critical Requirements List**. The latter is used in evaluating how well the Quality Assessment Critical Requirements are performed, by the CEI staff. Assessment categories are identified along with a district and central office contact for each category as shown on the **Staff Responsibilities for Quality Assessment/Quality Control (QA/QC) Categories Table**, published on the Department's State Construction Office (SCO) Internet website.

Baseline Schedule: The required schedule of work activities that is initiated by the Contractor. This schedule defines the Contractor's plan to complete the construction project within the allotted time consistent with the contract documents.

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

Best Practices: An activity, step, or task that when completed, produces extraordinary and unique results; a demonstration of excellence.

Compliance: A satisfactory performance of critical requirements as determined by a Process Review.

Compressed Time or Time Priority: Compressed time is achieved by increasing the normal production rates. The Contractor will have to make corresponding increases in the hours worked as well as crew size and equipment to complete the project within the shortened time. Compressed time is used when projects must be completed by a certain date or there are special considerations relating to traffic congestion or high public visibility.

Construction Engineering and Inspection (CEI): In this *Manual* it refers to the Consultant personnel performing CEI services or Department personnel performing CEI services.

Construction Contract Claim (Claim): A written demand submitted to the Department by the Contractor, in compliance with **Specification 5-12**, seeking additional monetary compensation, time, or other adjustments to the contract, the entitlement or impact of which is disputed by the Department. ~~Refer to the flow chart of the claims process published on the State Construction Office (SCO) website section for flowcharts.~~

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

Consultant Project Manager: The Department's employee responsible for administering and managing the CEI Consultant contract.

Consultant CEI: A consulting engineering firm pre-qualified by the Department to perform Construction Engineering and Inspection (CEI) and under contract to perform such services on a project or series of projects.

Consultant Inspector: The Consultant's technical field personnel assigned to a particular aspect of the inspection process.

Consultant Principal-in-Charge: That person designated by the consulting firm under contract who, as a corporate officer or principal in that firm, serves as the person in responsible charge of the management of the contract on the firm's behalf.

Consultant Project Administrator: The Consultant's administrator in charge of more than one aspect of the construction or administration of the project CEI.

Consultant Senior Project Engineer: The Consultant's Leading Engineer assigned to a construction project. In some cases, the Senior Project Engineer may oversee more than one construction project.

Consultant Quality Control Plan: A monitoring plan that provides the means by which measures/data will be derived. This plan is developed and used by the District Final Estimates Office/Consultant Construction Engineering Inspection (CCEI) to determine the degree of performance to specified requirements.

Contract Documents: All the documents that constitute the contract between the Department and the Contractor for construction of a project and which are listed in **Section 3.2.6.3.** of this *Manual*.

Contract Duration: The number of calendar days allowed for the completion of a contract, including additional time granted for inclement weather or for holidays or special events.

Contract Funds Management System: A web based application which communicates with the Department mainframe computer via a web browser. Users may access the application Monday-Friday 7:00 am to 9:00 pm and Saturday, 7:00 am to 7:00 pm to 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.

Contract Information & Monitoring (CIM): The Department's project database used to monitor and track the performance dates of a Value Added Feature (VAF) during the warranty period.

Contract Time Extension: Contract time extensions are defined in **Section 8-7.3** of the **Standard Specifications**. **Section 7.2** of this *Manual* provides detailed instructions for granting contract time extensions.

Contractor Affidavit and Surety Consent (21-A): This document is in two parts: the first is the Contractor's Affidavit; the second is the surety's consent for the release of retainage. It is required to close out every construction contract.

Contractor's Authorized Agent: Employee of the Prime Contractor who carries signature authority for signing Contractor's Certifications. This individual is usually an Officer of the company and listed as an Officer/Registered Agent in Sunbiz.org.

Contractor Delinquency Report: A monthly computerized listing of projects and pertinent project data for all projects which are delinquent as of the last monthly estimate of completed work.

Contractor Suspension Report: A computerized listing of Contractors whose Certificates of Qualification to bid on Department projects are currently suspended or have previously been suspended, and the number of projects/times such Contractors have had their certificate suspended either due to the delinquent condition of a project or for other reasons which constitute good cause as per **Section 337.16, F.S.**

Contractor Quality Control (CQC): A requirement of the contract documents that makes the Contractor responsible for gathering material samples; for acceptance testing of those samples; for performing quality control inspection of the work; and for generating and maintaining all mandatory records associated with these responsibilities.

Contractor Quality Control Plan: A written plan developed by the Contractor and approved by the Department that details the policies, methods and procedures that the Contractor intends to use to ensure that the level of quality required by the contract documents is achieved.

Contractual Lapse: The perceived or verified inability of the Consultant CEI to perform one or more aspects of its contractual obligations in any aspect or phase of the Contract.

Controlling Work Items: Refer to **Section 1** of the **Standard Specifications**. In a Critical Path Method Schedule, these work items or activities are on the critical path. A delay to a critical work item will cause an increase in the project duration unless corrective actions are implemented.

Cost Savings Initiative Proposal (CSIP): A type of Request for Modification (RFM) submitted by the Contractor that if approved, will initiate a change to the contract documents resulting in a reduction of project costs that are shared by the Department and the Contractor.

Critical Path Method (CPM) Schedule: A special provision for critical path scheduling is used for more complex projects. With large projects, compressed time, or incentive/disincentive projects the Department is looking for assurance that the Contractor will manage the project in a manner that will assure timely completion. Management at this level of complexity is very difficult without a tool like **CPM**. The **CPM** schedule will also provide additional documentation needed for negotiating contract changes and claims.

Critical Requirement: Activities/steps/tasks that are measurable and verifiable in a construction contract. Their intent is to outline vital requirements and identify problems that could potentially compromise the desired outcome. An essential construction inspection and/or administrative requirement that must be performed properly in order to ensure that a quality CEI process is achieved or that a customer satisfaction concern is addressed. Also, a non-critical requirement becomes critical because it is performed improperly on a frequent and widespread basis and is therefore a persistent problem. When Critical Requirement CEI activities are not done, they could compromise the satisfaction of the customer, the quality of the product, use or the safety of the public. These Critical Requirements also serve as indicators of the quality of those items not being checked.

Daily Diary: Term used in AASHTOware Project Construction (PrC) to refer to a collection of all **Daily Work Reports** and presents information on contract activity for a given day. The diary should contain information on significant events, conditions or circumstances which immediately affect or have future impact on the project or contract.

Daily Work Report (DWR): This is the term used in PrC to refer to the **Daily Report of Construction Form No. 700-010-13** that was used by the Department before the implementation of PrC. Data is collected on every phase of work performed by a Contractor, subcontractor, subordinate subcontractor or utility company. Recorded information must be clear, detailed, accurate, complete and objective. This form is still used for contracts that are not tracked in PrC.

Delinquent Contract: The allowed contract time for performing the work has expired and the Contractor has not completed the contract work.

Delinquent Contractor: A Contractor with whom the Department has a contractual agreement for completion of the work on a delinquent contract.

Demonstration Pile: This is the pile which the Contractor is asked to construct to demonstrate the dependability of the equipment, techniques and source material prior to the start of production pile to the satisfaction of the Engineer (**Section 455-39.1**).

Department CEI: The Department employees who perform construction engineering and inspection services.

Department Prestressed Concrete Specialist (DPCS): The Department's local prestressed concrete quality assurance inspector or verification inspector who may be either a Department employee of the District or an employee of a Consultant CEI firm retained by the Department. In the context of this **Manual**, the DPCS is the Department's representative in charge at the prestressed concrete plant at which the component is being produced.

Dispute: A disagreement between the Department and the Contractor where 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**.

District Construction Engineer (DCE): The Engineer so appointed by the District Secretary to hold the title of DCE and who serves to manage all District functions pertaining to construction of Department projects managed by either in-house CEI or Consultant CEI personnel.

District Construction Consultant Manager: The Department representative working for the DCE, who administers the Consultant CEI work program.

District Chief Counsel: The Department attorney supporting the District Secretary regarding legal matters of the District.

District Level Staff: The staff assigned to the district construction office, which includes the DCEs and their delegates. This may include other offices that perform independent quality assessments (i.e. Materials Office, District Bituminous Engineer's Office, acceptance/maintaining agencies, etc.).

District Process Review Representative: Each district may elect to have a representative selected by the DCE from the district office to participate in Central Office Process Reviews. This is to allow individuals to share training opportunities found during the review with other project staff and residencies or operation centers.

District Scheduling Engineer: The Department employee or Department representative identified by the DCE to be responsible for coordination of all scheduling activities related to construction projects in their District. This person establishes the contract time used for scheduling construction projects.

District Warranty Coordinator (DWC): Department employee designated by the DCE or Operations Engineer/Resident Engineer, responsible for the administration of VAF under the warranty provisions of a contract.

Engineer's Estimate: The estimate of the actual cost and time impacts to the Contractor caused by extra work without regard to fault or the percentage of those cost and time impacts the Contractor may be entitled to recover. For each extra work 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).

Engineer's Weekly Summary, Form No. 700-010-14: This document provides a summary that gives project status and documents significant events, conditions or circumstances, which immediately affect, or have future impact on, the project or contract. This is not required if **Daily Work Reports** and **Daily Diaries** are entered directly into PrC. This is only required for those projects or contracts that are being done manually but is recommended on all projects.

Entitlement Analysis: A document, signed and dated by the preparing Project Administrator or Engineer, containing statements relevant to each issue of extra work, detailing the reason(s) each issue of extra work was needed. The **Entitlement Analysis** shall cite specific contract references which establish why the Contractor is, or is not, entitled to recover the time and cost impacts calculated for that contract change issue in the **Engineer's Estimate**. If some of the time or cost impacts determined in the **Engineer's Estimate** are the responsibility of the Contractor, 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. A copy of relevant project correspondence may be attached to or referred to in the **Entitlement Analysis**.

Final Acceptance: Acceptance of a project by the Engineer after all items of work have been completed satisfactorily.

Errors and Omissions: A general term used to describe deficiencies in the performance of Consultant contractual obligations on a project.

Final Estimate: A final estimate is generated at the end of a contract to finalize payment of all work completed and accepted by the Engineer over the life of the contract. A final estimate is the first step in closing out a contract and, in most cases, should be zero dollars.

Final Inspection: An inspection conducted by the Engineer which finds that all work has been satisfactorily completed.

Flexitime: Flexitime allows a Contractor an additional amount of time after the notice to proceed to begin work. The day the project work starts is set by the Contractor within a window of time established in the special provisions. The extra time allowed the contractor is used for scheduling materials, equipment, subcontractors and acquiring materials. Flexitime may be granted where material procurement is needed for items such as mast arms, signalization equipment, etc. When this special provision is used, the Contractor is not given an additional material acquisition period before contract time begins. The Contractors are provided the additional flexibility, and flexitime jobs normally will have

fewer overruns and time extensions. The negative side of flextime is that it pushes out the calendar date for the completion of the project.

Geotechnical Engineer: In this *Manual*, the Geotechnical Engineer may be the District Geotechnical Engineer (DGE), any Department Engineer assigned for the project by the DGE, the Consultant Geotechnical Engineer working directly for the DGE, or the Geotechnical Engineer employed by the Department's Consultant CEI and performing under the direction of the DCE and DGE. The Geotechnical Engineer is engaged by the Department to review all foundation construction documents submitted by the Design-Build Firm and provide recommendations to the CEI on foundation issues. If the Geotechnical Engineer is engaged by the Consultant CEI, the District Level Responsibilities in this *Manual* will also be the Resident Level Responsibilities. The CEI Geotechnical Engineer shall coordinate with the DGE in performing his/her responsibilities.

Guidelist: A list of major contract document requirements that inspectors are expected to verify without fail. A guidelist is not intended to be a comprehensive list of all contract document requirements since the contract documents and Department procedures contain many other requirements that are not major. To view the guidelists online, go to the website address in item 10, **Section 3.2.3** of this *Manual*.

Incentive/Disincentive: The total "incentive payment" or "disincentive deduction" is a dollar per day amount which the contractor will be entitled to or charged based upon the accrued amount multiplied by the time (calendar days) established in the contract for the contractor to complete a specified activity or to complete the project. The time begins with the first chargeable day and ends with the completion of the project or the specified activity or milestone.

Innovative Practice: A unique method for superior performance, or an innovative concept that has already produced excellent results, which the reviewer believes can be duplicated by using this practice on other Department construction contracts. These practices should be noted in the Process Reviews and passed along for future replication as best practices.

Lane Rental: The Contractor is permitted to "rent" travel lanes during construction in order to decrease the production duration and minimize the amount of time lanes are closed to traffic.

Liquidated Savings: A Savings intended to encourage the contractor to finish a project early by providing a financial incentive for each day the project is completed prior to the approved project duration.

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.

Monthly Schedule Update: A Critical Path Method schedule, for a contract that has not changed, is updated by the addition of actual start dates, actual finish dates, percent complete to activity data, added activities, changes in sequence, and project duration, so as reflecting the progress of work.

Negotiated Settlement: The Department recognizes that a contract change is not a claim if the most recently modified *Entitlement Analysis* and *Engineer's Estimate* does not completely justify the amount the Department is agreeing to pay for a 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.

Net Overrun: Overrun's dollar value minus the underrun's dollar value.

No Excuse Bonus: A Bonus paid to the contractor as an incentive to complete a project within set number of calendar days or a specified time frame (calendar date) regardless of any problems or unforeseen conditions that may arise.

Non-Compliance: A Non-Satisfactory performance of a critical requirement as determined through the Process Review.

Non-complying Components: Non-complying components are components that have been damaged, that do not meet the specified tolerances, or that contain defects.

Nonconformance/Noncompliance Report (NCR): A Request for Correction (see the definition of Request for Correction) that requires the Contractor's submitted documents to include official Department *Form No. 675-010-10, Nonconforming Structural Steel and Miscellaneous Metal Component Data Sheet*, or *Form No. 700-030-10*,

Noncomplying Prestressed/Precast Concrete Component Data sheet, when the correction involves a structural steel or miscellaneous metal product including mechanical and electrical components or a prestressed/precast product.

Other Warranty Items (OW): An item or segment of work, which by agreement of the contracting parties, will be warranted or guaranteed for a specific period of time.

Partial Acceptance: Acceptance of a portion of a project for which all contract work has been satisfactorily completed and inspected.

Pavement Condition Survey: A LOT-by-LOT in-depth evaluation of the pavement for the ride quality, rutting, and other performance thresholds associated with Value Added pavements. The evaluation is conducted by the Pavement Section of the District Materials office (DMO) or the State Materials Office (SMO) in Gainesville.

Phase III Review: One of the last technical reviews of a set of roadway plans prior to being let to bid. At this review, all plan sheets are complete with the exception of the quantities for maintenance of traffic pay items. The only work remaining will be to reply to comments that result from the Phase III review, which is also known as biddability review. All phases are described in the ***FDOT Design Manual (FDM) Part 3, Chapter 301***. If the plans are available at Phase II for biddability review, those items may be reviewed during this period.

Post Preconstruction Conference: If there is a requirement for On-the-Job Training (OJT), a meeting will be held between all interested parties no more than thirty days prior to beginning any construction work on the project and no sooner than the Project's Work Schedule has been approved. The Contractor's representative, Department representatives and all other parties contractually obligated to or having an interest in Disadvantaged Business Enterprise (DBE), or Equal Employment Opportunity (EEO) requirements, and OJT will attend. If there is no OJT requirement the District may elect to schedule a separate meeting to discuss DBE/EEO requirements.

Preconstruction Conference: A meeting held between all interested parties prior to beginning any construction work on the project. The Contractor's representatives, Department representatives and all other parties having an interest in the project are expected to attend.

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 what the cost would have been had the extra work been included in the original bid at letting.

Prime Contractor: One that enters into a contract with the Department.

Process Reviews: A review of project, resident and district compliance with **QA/QC Guidelists** and **Critical Requirements** published by the SCO will be included as part of SCO Specialty Engineers' reviews of their respective specialty areas. Additional to SCO is participation of SMO and Federal Highway Administration (FHWA) as needed and available. Upon discovery of any deficiencies, participants in the Process Review are tasked with educating the project personnel on the correct way to do the task. This information is reported to the residency and district so that the district can share the training opportunity with other residencies. Central Office Process Reviewers are tasked with looking for the same deficiency during their next Process Review to determine if the previously discovered deficiency was exclusive to a single district or if it is more widespread and requires statewide training. The emphasis of the reviews is to assure that CEI personnel are in compliance with procedures and policies and to assure that when errors or deficiencies are discovered that they are quickly corrected while those making the error are educated on the correct way to do the task.

Production Rates: A ratio of units of work to a period of time; (i.e., 1,500 square yards/day or X yards/hour.)

Progress or Monthly Estimate: A progress or monthly estimate is generated to pay the Contractor for the portion of work completed and accepted by the Engineer. A progress or monthly estimate is generated each month during the contract and may also be used to pay a Contractor for an Supplemental Agreement (SA) approved after final acceptance, release Retainage, or rectify a Notification of Findings issued after the offer of final payment.

Project Administrator (PA): The Administrator who shall be responsible for the everyday construction activity at the project under the direction of the Resident Engineer/Senior Project Engineer.

Project Diary: Refers to all documents that present a recorded collection of events, data, occurrences, instructions, situations, circumstances and work performed each day during

a construction project. **Project Diary** includes, **Daily Work Reports**, **Daily Diaries**, **Work Plan Controlling ~~work items-of-work~~**.

Project Level Staff: The staff assigned to the project, which may include lead or senior level inspectors, project administrator and senior project administrators. This includes both in-house and Consultant staff.

Project Material Certification Letter (PMCL) - This document is a letter from the SMO attesting to the fact that all materials incorporated into projects constructed under the contract meet Department specifications. The letter may list exceptions identifying materials incorporated into the project that do not meet Department specifications and explaining why the use of these non-specification materials is being allowed. NOTE: This letter is generated by the Materials Acceptance and Certification program.

Quality Assessment (QA): The process used by the Project, Resident, and District Level staff to monitor and ensure that CEI activities are in compliance with predetermined standards. Quality Assessment is not intended to be a project specific review but is instead a process-oriented review. SCO Process Reviews will review the project, resident, and district QA process.

Quality Assurance: The process for monitoring the Contractor's level of compliance with the Quality Control Plan as well as evaluating the effectiveness of the Plan.

Quality Assurance Review (QAR): Performed by the Resident Office to assure compliance with processes and procedures throughout the contract duration.

Quality Control (QC): The process of monitoring and documenting the Contractor's operations and performance as well as evaluating the acceptability of the Contractor's product and performance. Product acceptability is established by determining if the product complies with the Contract Documents. Performance is determined according to **CPAM Section 13.1**. In performing the monitoring process, an inspector is often in the position of affecting the Contractor's progress since in some instances construction should not proceed until the inspector is sure that the Contractor complies with the contract documents. It is because of this authority vested in the inspector that the process is referred to as Quality Control since the inspector can be in control of the Contractor's quality and progress. Project level activities performed daily by the Contractor's and the project level staff in monitoring established Department requirements, procedures, and standards to assure compliance with contract documents. Inspection and acceptance of the Contractor's work is Quality Control. Inspection of the Contractor's work by the Contractor's QC Manager and that of the QC Manager's inspection staff is also Quality Control.

Remedial Work (RW): Corrective measures performed by the Contractor on a current project in progress or by the Responsible Party on a Value Added Feature (VAF) to restore the feature to compliance with the specification.

Request for Correction (RFC): A document initiated by the Contractor entitled RFC, which has pertinent supporting documents and data attached, proposing a method for correction of work that is not in compliance with the contract documents that is submitted to the Project Administrator (PA) for coordination with the Department and others on a response to the proposal.

Request for Information (RFI): A written document initiated by the Contractor entitled RFI that is submitted to the PA for coordination with the Department and others on a response to any of the following issues:

- Interpretation of a contract document provision, the meaning of which, is not clear to the Contractor
- Errors, omissions or conflicts in the contract documents that are identified by the Contractor
- Pay adjustment or entitlement

Request for Modification (RFM): A document initiated by, and for the benefit of, the Contractor entitled RFM, requesting a modification to the contract documents that is submitted to the PA for coordination with the Department and others on a response to the request.

Resident Engineer: The Department's local area representative who reports directly to the DCE and may be either a Department employee of the District or an employee of an engineering firm which is serving as the Department's Consultant CEI representative. The Engineer supervising CEI personnel responsible for the construction activities in the residency. In this *Manual* this could be the Consultant Senior Project Engineer responsible for the construction activities of the project. For the purposes of this *Manual*, the Construction Engineer in responsible charge for all Construction Contracts managed by an Operations Center is considered equivalent to the Resident Engineer.

Resident Level Staff: The staff assigned to the resident construction offices or operations centers, which may include Consultant project managers, construction project managers or Consultant program managers and the resident engineers or their delegates.

Responsible Party (RP): The party contractually obligated to ensure that a VAF performs in full compliance with the contract requirements for the designated period of time following final acceptance.

Revised Project Schedule: A schedule required to be submitted when work has been added or deleted to a contract, either by Supplemental Agreement (SA) or a Unilateral Payment (UP).

Second Tier Subcontractors - a.k.a., Subordinate Subcontractor; any person who enters into a subordinate contract with a subcontractor for the performance of any part of such subcontractor's contract.

Second Tier Supplier: Any person who furnishes materials under subordinate contract to a subcontractor for direct delivery, specially fabricated materials or off-site improvement, and who performs no labor in the installation.

Semifinal Inspection: An inspection conducted by the Engineer within seven days after notice from the Contractor of presumptive completion of a unit of a project or the entire project.

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.

Special Working Hours: Certain hours of the day or limited days of the week when work can be performed. These limitations are usually site specific and can increase the duration of the construction contract.

Statement of Claim Settlement Cost: The claim settlement costs are those costs disputed by the Department but paid solely to avoid the risk of additional costs associated with resolving the claim by dispute review board, arbitration or litigation. Claim settlement costs are the sum calculated by subtracting from the Claim **SA** amount paid, that amount justified by the Engineer's Estimate and Entitlement Analysis percentages. Specifically, that amount justified by the Engineer's Estimate and Entitlement Analysis is the summation, for all claim issues, of the most recently amended Entitlement Analysis percentage for each claim issue, multiplied by the most recently amended Engineer's Estimate of cost impact for that issue. The **Statement of Claim Settlement Costs** is simply a page signed and dated by the Engineer preparing it that lists the claim issues, shows the calculation described above and includes the following: the relevant amounts for each issue, the total amount justified, the total amount paid and the resulting claim settlement cost. Even though a contract adjustment may settle several disputed issues for amounts greater than justified in the Entitlement Analysis and Engineers Estimate, the contract adjustment will have only one **Claim Settlement Cost** which is the sum of all such costs for the issues settled in the contract adjustment.

Statewide Critical Requirements List: For each assessment category, this is a minimum list of requirements which should be reviewed during Process Reviews. Note that where warranted, in the opinion of the Process Reviewer, additional items from the **Statewide Inspection Guidelist** may also be reviewed during any Process Review. These guidelists are worded in such a way as to focus the Reviewer's attention on the CEI staff's performance of inspection and management duties related to the critical requirements. The **Statewide Critical Requirements Lists** are available on the Department's SCO infonet and internet websites and may be downloaded for field use. Although these guidelists are to be updated annually; where warranted, they may be changed in midyear.

Statewide Inspection Guidelist: A list of major items that assists the CEI staff in their inspections of work related to each assessment category. These are principally to be used with **CPAM Section 3.2, Quality Assurance and Quality Control of Field Construction Operations** and are only applicable to this section to the extent described in the definition of **Statewide Critical Requirements Lists** shown above. The guidelists are worded in such a way as to focus the CEI staff's attention on ensuring the Contractor's performance. Each of the assessment categories has a guidelist that covers the significant inspection requirements corresponding to that category. The guidelists are not a comprehensive source for identifying everything, which an inspector or construction manager must know. Instead, they are intended to be a guide for identifying significant and critical areas of concern, the details of which are covered in the contract documents. The guidelists are available on the Department's SCO infonet and internet websites and may be downloaded for field use. These guidelists are also to be updated annually, but where warranted they may be changed in midyear. The SCO may also solicit participation of a specialist from one of the districts or other offices when the SCO reviewer does not have the level of expertise needed for the review. This person would participate in Process Reviews conducted in all of the Districts.

Streamline Projects: This alternative type was developed to simplify the administration of the contract by selecting minor projects that were less than \$2,000,000 dollars and less than 2,000 tons of asphalt. There are two types of Streamline projects: 1.) Streamline Plan Quantity and 2.) Streamline Lump Sum.

Subcontractor: One that enters into a contract with the prime Contractor; one who furnishes labor, materials or equipment and work by equipment rental under rental agreement with the prime Contractor.

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.

Supplemental Agreement (SA): Written modifications to the contract scope to clarify plans and specifications, to provide for unforeseen work, grade changes, or alterations

in plans, and other bases pursuant to Section 337.11(9)(a) – (d), F.S. Monies must be encumbered for payment of a supplemental agreement.

Supplier: Any person who furnishes materials under contract to the prime Contractor for direct delivery, specially fabricated materials or off-site improvement, and who performs no labor in the installation.

Tentative Acceptance Agreement (TAA): An agreement to partially refund a Utility Agency Owner for an over estimated deposit on a utility project.

Time plus Money Bidding: Shortens the contract time by allowing each Contractor to bid the number of days in which the work can be accomplished.

Training Opportunities: Deficient performance of a Critical Requirement or other area of CEI responsibility as determined through the Process Review.

Value Added Feature (VAF): A feature designated by the specifications that requires a Responsible Party to be contractually obligated for and warrant the performance of the feature as described by the contract.

Verification Testing Geotechnical Engineer (VTGE): The Engineer engaged by the Department to perform verification testing. Verification testing could be dynamic testing and integrity testing. It could be the same consultant geotechnical sub consultant working for the CEI, DGE, in-house Department personnel from the DGE, or a consultant working directly for the DGE.

Warranty Period: The period of time designated in the contract or by agreement for which the Responsible Party is contractually obligated for the performance of the VAF.

Work Plan - Controlling Item of Work, Form No. 700-010-15: This documents the Contractor's planned scheduled of work identifying those items of work that will control the over-all progress of the Contractor's work effort on projects without CPM Schedule.

I.6 DISTRIBUTION

CPAM Coordinator: Each DCE shall appoint a District CPAM Coordinator for the District. The DCE shall also notify the State Construction Engineer (SCE) whenever a new District CPAM coordinator is appointed. The SCO will publish the current list of CPAM coordinators, including their position, titles, postal addresses and email addresses at the end of this section (**See Attachment I-1**). The District CPAM Coordinator will act as a district contact for CPAM revision comments or suggestions. The SCO shall appoint a CPAM Coordinator. The SCE shall notify the DCEs and District CPAM Coordinators of

any such appointments or changes in appointment thereof. The SCO-CPAM Coordinator is responsible for coordinating the review and publishing of the CPAM in accordance with this **Manual**.

Access: The **CPAM** and its associated **Construction Bulletins (CBs)** and **Guidance Documents** are public documents as defined in **Section 119.011(12), F.S.**, and must be made available to the public. The principal avenue of availability to all external customers, including the public, should be through the SCO website at <https://www.fdot.gov/construction>. All external customers and consultants should be advised of the opportunity to review and or print the **CPAM** free at the SCO website. Department staff may also access the **CPAM** from the SCO website on the Infonet/Intranet. Although the document is intended for Department personnel and Consultant CEI personnel with active Consultant CEI contracts, other requests for paper copies are to be expected.

Access to Paper Copies for External Customers: When an external customer still wants a paper copy after being advised of the free availability on the SCO website, then that request within any District should be handled by the District Construction Office. **CPAM** distribution is now electronic and the Office of Maps and Publications no longer handles sales of the **CPAM**. Paper copies of individual pages or of whole sections may be requested from a District. A reproduction fee is specified in **Section 119.07, F.S.** Any monies received should be submitted to the Comptroller in accordance with the latest version of the **Receipt Processing, Procedure No. 350-080-300k**.

Notice of Changes: Each DCE and District CPAM Coordinator will receive an email notice when any portion of the **CPAM** published on the SCO website has changed. Such changes are posted on the Construction website under Manuals Online, or posted under Memos and Bulletins when implemented by a **Construction Bulletin**. The DCEs and District CPAM Coordinators shall be responsible for the distribution of that notice to all Resident Engineers and Project Engineers within their areas of responsibility. The SCO shall be responsible for notifying the Office of the General Counsel, Office of the Comptroller, the Director of Administration, DCEs, the Forms and Procedures Office, and the District CPAM Coordinators, and those individuals within the SCO of any updates/revisions to the **CPAM**.

Maintenance of Record Copies and Review Files: The SCO shall be responsible for maintaining the **CPAM** review files; original copies of **CBs**; original copies of **Guidance Documents**, and overseeing the timely incorporation of **CBs** into the correct section of the **CPAM**.

I.6.1 ELECTRONIC DOCUMENT DISTRIBUTION

The Department utilizes the Electronic Document Management System (EDMS) for the purpose of providing secure electronic storage, retrieval, and archiving of electronic documents. Construction is a Business area within the EDMS - Construction Document Management (CDMS) - which is utilized to store, retrieve, and archive all construction project records. CDMS is an electronic recordkeeping system containing all construction project documentation and correspondence generated or received by the Department throughout the construction phase including the final estimate and project completion. Records created and/or maintained within EDMS shall serve as the official record if the source record was created for or by the Department with CDMS serving as the central repository for official construction records. This process for electronic storage and retrieval shall replace the requirements for paper copies as called for throughout this **Manual**.

(A) District Level Responsibilities

The DCE shall have a policy for electronic distribution and storage of documents in lieu of paper copies as called for throughout this **Manual**.

(B) Resident Level Responsibilities

Subject to the District's policy, documents shall be electronically distributed and stored in lieu of paper copies as called for throughout this **Manual**.

I.7 COMMENTS OR SUGGESTIONS FOR CPAM REVISIONS

Any comments or suggestions on the **CPAM** should be sent to the District CPAM Coordinator. Comments from District personnel will be routed through the DCE for concurrence/comments before forwarding to the SCO-CPAM coordinator in Tallahassee. Central Office employees may send their comments directly to the SCO-CPAM Coordinator. **Attachment I-2, Suggestions and Comments**, is provided at the end of this section to show users the minimum information required to submit comments/recommendations. Suggestions containing the same minimum information may also be emailed to the appropriate CPAM Coordinator or submitted directly to the comments section of the SCO Website. As comments and suggestions are received at the SCO, they will be assigned for action by the SCO-CPAM Coordinator to the appropriate staff person.

I.8 REVIEW

The **CPAM** is a dynamic document which will require periodic review. Each section of this **Manual** will be reviewed on a bi-yearly basis: even numbered chapters on even numbered years and odd numbered chapters on odd numbered years. This review will be conducted by the SCO staff person assigned to be the contact person for the section.

The SCO-CPAM Coordinator will route any comments received during the 24 months to the appropriate section contact person for the bi-yearly section review. Separate files will be maintained on each section including original draft, final adopted copy, revisions, comments received, and history of any changes made to the section. The SCO staff person assigned as the section contact person will ensure that all comments received during the 24 months are reviewed, responded to and if appropriate, incorporated into any revision of the section. The SCO-CPAM Coordinator will also make sure that any revisions involving substantive content changes to an existing section are reviewed by all DCEs.

I.9 REVISIONS AND ADDITIONS

I.9.1 New Chapter/Section

When a new item appears which cannot be adequately addressed within the *Manual's* present chapters/sections, then a new section will be written by the SCO. New chapters or sections will be circulated for preliminary and executive review in accordance with **Section 5** of the Department's **Standard Operating System, Procedure No. 025-020-002**, and approved by the Executive Board. New sections of **CPAM** will be distributed in accordance with instructions in **Subsection I.6, Distribution**.

I.9.2 Revised Chapter/Section

The SCE will decide if revisions involve substantive content or minor and/or editorial revisions. Revised sections of the **CPAM** will be distributed in accordance with the instructions in **Subsection I.6, Distribution**.

I.9.2.1 Substantive Revisions

Adoption of revisions may begin by majority vote with each DCE having one vote (8 votes), and the Central Office having three votes, for a total of 11 votes.

Substantive revisions will be routed through the Forms and Procedures Office for Departmental review. After all comments are received and resolved, the draft revision shall be put on the Executive Board Agenda for approval.

After Executive Board approval, the SCO will prepare a summary of changes for the history section, update table of contents and forms section as needed, and coordinate with the Forms and Procedures Office for final publication.

I.9.2.2 Minor and/or Editorial Revisions

Minor and/or editorial revisions may be issued by the SCE, after coordination with the Forms and Procedures Office and the Director, SCO.

I.9.3 Construction Bulletins (CBs)

CBs may be issued by the SCE's Office. This action should only be used when immediate implementation is needed, such as to implement a mandatory legislative change, FHWA directive, judicial court ruling, new Department policy, or other time sensitive issue. **CBs** will be distributed in accord with the instructions in **Subsection I.6, Distribution**.

A **CB** shall have temporary authority. A **CB** shall expire once the requirements of the **CB** have been incorporated into the appropriate chapter/section of this **Manual** as part of the review process described in **Subsection 1.8, Review**.

CBs will be published on the SCO website. Prior to being placed on the DCEs' agenda, a **CB** must be put into the **Construction Manual** format. This can be a page revision/insertion, section revision/insertion, or chapter revision/insertion. They will also be distributed to all DCEs and District CPAM Coordinators. The DCEs shall be responsible to notify all Resident Engineers and Project Engineers within their district when a new **CB** is received. The DCE shall distribute the **CB** as needed in order to ensure that their areas of responsibility are in compliance. The SCO will distribute the **CB** to the SCO Specialty Engineers and other affected Central Office personnel.

I.10 GUIDANCE DOCUMENTS

In the event that the SCE determines that written advice should be provided to the Districts, a sequentially numbered "**Guidance Document**" may be issued. **Guidance Documents** will receive only the review determined by the SCE to be absolutely necessary prior to its issuance. While adherence to the procedure is mandatory, **Guidance Documents** are only advisory. Information included in the **Guidance Documents** is intended to convey "best practices", and is not considered mandatory.

The first page of any **Guidance Document** will show the **CPAM** section name and number that the document is intended to clarify. Such **Guidance Documents** will be maintained in the **CPAM** at the end of the section they are intended to clarify. **Guidance Documents** will be distributed in accord with the instructions in **Subsection I.6, Distribution**.

I.11 CONSTRUCTION MEMOS

Construction Memos will be issued by the SCO to provide interpretations of specifications, specification changes, information on policies and standards and construction related issues. All issues concerning standard specifications, policies, and

procedures will subsequently be incorporated into those documents. Each **Construction Memo** will be identified with a number indicating its numerical sequence in the year of issue.

Construction Memos expire at the end of the calendar year in which they are issued and will be removed from the SCO Current Memos webpage. **Memos**, which must remain active through the next calendar year, will remain on the SCO Current Memos webpage as active memos with its original identification number. Expired **Construction Memos** will be marked "This Memo Has Expired."

I.12 TRAINING

Training in the use of this **Manual** is not required. Training is provided through the Construction Training and Qualification Program (CTQP). Courses are available within the Department of Transportation in individual subject areas such as aggregate, asphalt, concrete, earthwork, etc. For qualification requirements for each course, please see the Construction Training and Qualification Manual (CTQM) for more information.

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I.13 FORMS

Forms will be listed on a chapter-by-chapter basis, with accessibility identified if not available from the Department's Forms Library.

**Attachment I-1
CONTACT LIST FOR FDOT CPAM COORDINATORS**

District 1
Marshall Douberley
P.O. Box 1249
Bartow, FL 33831-1249
marshall.douberley@dot.state.fl.us

District 2
[Jason Bordner](mailto:jason.bordner@dot.state.fl.us)
P.O. Box 1089
Lake City, FL 32056-1089
jason.bordner@dot.state.fl.us

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District 3
[Rena Sanders](mailto:rae.sanders@dot.state.fl.us)
P.O. Box 607
Chipley, FL 32428
rae.sanders@dot.state.fl.us

District 4
Deborah Ihsan
3400 W. Commercial Blvd.
Ft. Lauderdale, FL 33309-3421
Deborah.Ihsan@dot.state.fl.us

Field Code Changed

District 5
[Dwight Grube](mailto:dwight.grube@dot.state.fl.us)
719 So. Woodland Blvd.
Deland, FL 32720-6800
dwight.grube@dot.state.fl.us

District 6
[Lazaro Mesa](mailto:Lazaro.Mesa@dot.state.fl.us)
1000 N.W. 111th Ave.
Miami, FL 33172-5802
Lazaro.mesa@dot.state.fl.us

District 7
Heward Humes
11201 N. McKinley Dr.
Tampa, FL 33612-6403
heward.humes@dot.state.fl.us

Turnpike
[Hugues Charles](mailto:hugues.charles@dot.state.fl.us)
P.O. Box 9828
Ft. Lauderdale, FL 33310-9828
hugues.charles@dot.state.fl.us

Field Code Changed

Materials Office
Cristina Croft
5007 N.E. 39th Avenue
Gainesville, FL 32609
cristina.croft@dot.state.fl.us

Central Office
605 Suwannee St. MS 31
Tallahassee, FL 32399-0450

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**Attachment I-2
SUGGESTIONS AND COMMENTS
CONSTRUCTION PROJECT ADMINISTRATION MANUAL**

Document Name and Number: _____

Suggestions or Comments: _____

Name: _____

Address: _____

City, State, Zip: _____

Phone No.: _____

Email: _____

Date: _____

Please save a clean and redline copy for your files, then send both versions through the appropriate District Construction Engineer to:

Department of Transportation
SCO-CPAM Coordinator
Construction Office, MS 31
605 Suwannee Street
Tallahassee, Florida 32399-0450