

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04/02/2024

Contract/Lease Control #: C19-2836-PW

Procurement#: ITB PW 55-19

Contract/Lease Type: AGREEMENT

Award To/Lessee: C.W. ROBERTS CONTRACTING, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/20/2019

Expiration Date: 09/13/2024

Description of: PJ ADAMS WIDENING PROJECT

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

Monitor's FAX # or E-mail: JAUTREY@MYOKALOOSA.COM

Closed: _____

CC: BCC RECORDS

CHANGE ORDER FORM

Date: March 26, 2024 Contract No.: C19-2836-PW Change Order No.: 7

Owner: OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

Contractor: C. W. Roberts Contracting, Inc.


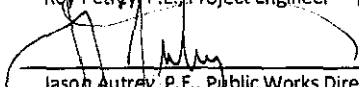
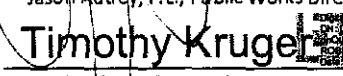
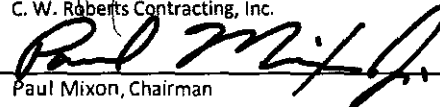
The Contract/Agreement is modified as follows upon execution of this Change Order:

Description: See Continuation Sheet

Attachments: (1) Continuation Sheet

CHANGE TO CONTRACT PRICE	
DESCRIPTION	AMOUNT
Original Contract Price:	\$14,906,503.45
Net change by previously authorized Change Orders:	\$5,932,042.55
Present Contract Price:	\$20,838,546.00
This Change Order will (add): SEE NOTE BELOW	-\$405,596.95 \$137,343.88
New Contract Price:	-\$21,244,142.95 \$20,975,889.88
CHANGE TO CONTRACT TIME	
DESCRIPTION	DATE or NUMBER OF DAYS
Original Contract Time:	Substantial Completion: 820 days Final Completion: 910 days
Original Completion Dates:	Substantial Completion: 12/03/2021 Final Completion: 03/03/2022
Net change by previously authorized Change Orders:	699 days
This Change Order will (add):	226 days
New Contract Time:	Substantial Completion: 1745 days Final Completion: 1835 days
New Completion Dates:	Substantial Completion: 06/15/2024 Final Completion: 09/13/2024

APPROVALS

REQUESTED BY: <u></u> Roy Petrey, P.E., Project Engineer	DATE: <u>3/20/2024</u>
DEPARTMENT HEAD: <u></u> Jason Autrey, P.E., Public Works Director	DATE: <u>3/20/24</u>
CONTRACTOR: <u></u> C. W. Roberts Contracting, Inc.	DATE: <u>3/20/2024</u>
OWNER: <u></u> Paul Mixon, Chairman	DATE: <u>4/1/2024</u>

This Change Order is an amendment to the Contract/Agreement between Contractor and the Owner, and all other contract provisions shall remain in full force and effect unless specifically amended in writing, signed by both parties.

NOTE - CHANGE ORDER AMOUNT AND NEW CONTRACT PRICE ADJUSTED TO DELETE COSTS RELATED TO ITEMS 3 AND 6 ON THE FOLLOWING PAGES THAT WERE DISAPPROVED BY THE BCC AT THEIR 3/27/24 MEETING. SEE ALSO ASSOCIATED AGENDA/REQUEST (ATTACHED). R.PETREY, P.E., PUBLIC WORKS 3/27/24.

**CONTRACT: C19-2836-PW
C.W. Roberts Contracting, Inc.
PJ Adams Parkway Multi-laning
EXPIRES: 09/13/2024**

CHANGE ORDER FORM

Continuation Sheet

Date: March 26, 2024

Contract No.: C19-2836-PW

Change Order No.: 7

Owner: OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

Contractor: C. W. Roberts Contracting, Inc.

Pay Item	Item Description	Quantity	Unit	Unit Price	Cost Change
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ITEM 1: Anti-Graffiti Coating (Noise Walls)

563-4A	Graffiti Removal / Special Preparation and Recoat ¹	1	LS	\$0.00	\$0.00
563-4	Anti-Graffiti Coating Non-Sacrificial	21,600	SF	\$1.65	\$35,640.00

¹ No cost for graffiti removal/special preparation and recoat. Included within pay item 563-4.

ITEM 2: Vibration and Settlement Monitoring (within Segment 4)

108-1	Monitoring Existing Structures – Inspection and Settlement Monitoring	1	LS	\$5,500.00	\$5,500.00
108-2	Monitoring Existing Structures – Vibration Monitoring	1	LS	\$5,500.00	\$5,500.00

~~**ITEM 3: Material Escalation for Reinforcing Steel**~~

	Lump sum adjustment to payments made for Noise Wall #2 as describe in FDOT District Construction Engineers Memo No. 22-05.	1	LS	\$113,394.55	\$113,394.55
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ITEM 4: Compensation for Loss of Access to the Off-Site Stockpile Location

	See attached page for description. This item adds a lump sum payment of \$86,303.88 and 19 days to the contract time.	1	LS	\$86,303.88	\$86,303.88
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ITEM 5: Utility Conflict at Ashley Drive

See attached page for description. This item adds no cost to the contract amount but does add 27 days to the contract time.

NOTE - ITEMS 3 AND 6
DISAPPROVED BY ACTION
OF THE BCC DURING THEIR
3/26/24 REGULAR MEETING.

N/A

~~**ITEM 6: Material Escalation for Concrete**~~

	See attached page for description This item adds a lump sum payment of \$106,282.73 for period 1/6/21 to 2/19/24.	1	LS	\$106,282.73	\$106,282.73
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~~**Unit Price Adjustment For Concrete Cost Escalation (2/1/24 to Completion)**~~

DEDUCT

0400-0-11	CONCRETE CLASS NS, GRAVITY WALL	34.8	CY	-\$770.00	-\$26,796.00
0430-982-129	MITERED END SECTION, OPTIONAL ROUND, 24" CD	5	EA	-\$2,103.25	-\$10,516.25
0430-982-133	MITERED END SECTION, OPTIONAL ROUND, 30" SD	1	EA	-\$5,107.85	-\$5,107.85
0520-1-7	CONCRETE CURB & GUTTER, TYPE E	2788	LF	-\$24.80	-\$69,142.40
0520-1-10	CONCRETE CURB & GUTTER, TYPE F	2345	LF	-\$23.65	-\$55,459.25
0520-5-11	TRAFFIC SEPARATOR CONCRETE-TYPE I, 4' WIDE	2812	LF	-\$50.75	-\$142,709.00

0522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	1184.4	SY	-\$58.00	-\$68,695.20
0522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	115.06	SY	-\$79.15	-\$9,107.00
0524-1-2	CONCRETE DITCH PAVEMENT - NON REINFORCED, 4"	646.57	SY	-\$71.25	-\$46,068.11
				TOTAL:	-\$433,601.06
<i>ADD</i>					
0400-0-11	CONCRETE CLASS WS, GRAVITY WALL	34.8	CY	\$841.16	\$29,272.47
0430-982-129	MITERED END SECTION, OPTIONAL ROUND, 24" CD	5	EA	\$2,131.00	\$10,655.02
0430-982-133	MITERED END SECTION, OPTIONAL ROUND, 30" SD	1	EA	\$5,195.38	\$5,195.38
0520-1-7	CONCRETE CURB & GUTTER, TYPE E	2788	LF	\$28.57	\$79,657.71
0520-1-10	CONCRETE CURB & GUTTER, TYPE F	2345	LF	\$27.28	\$63,969.97
0520-5-11	TRAFFIC SEPARATOR CONCRETE-TYPE I, 4' WIDE	2812	LF	\$54.66	\$153,715.05
0522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	1184.4	SY	\$65.91	\$78,059.30
0522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	115.06	SY	\$91.01	\$10,471.94
0524-1-2	CONCRETE DITCH PAVEMENT - NON REINFORCED, 4"	646.57	SY	\$79.16	\$51,180.02
				TOTAL:	\$482,176.85
				UNIT PRICE ADJUSTMENT NET CHANGE OF:	\$48,575.79

ITEM 7: Time Impact Due to Utilities (Segments 1-3)

See attached page for description. This item adds no cost to the contract amount but does add 120 days to the contract time.

N/A

ITEM 8: Additional Work due to Water Main Rupture

See attached page for description. This item adds a lump sum payment of \$4,400.00.

1

LS

\$4,400.00

\$4,400.00

ITEM 9: Adjustment for Weather and Holidays

See attached page for description. This item adds no cost to the contract amount but does add 60 days to the contract time.

N/A

Net Change for (this) Change Order: ~~-\$485,596.95~~

ADJUSTED TOTAL AFTER REMOVING ITEMS 3 AND 6 PURSUANT TO BCC DIRECTION AT THEIR 3/26/24 REGULAR MEETING.

\$137,343.88

Item 1: Anti-Graffiti Coating for Noise Wall

Pay Item No. 563.4A: PJ Adams Noise Wall - Graffiti Removal / Special Preparation and Recoat

Furnish all labor, material, supervision and incidentals to obscure the graffiti on one (1) post on Noise Wall #1, an area of approximately 20 sq. ft., and on Noise Wall 2 between posts 42 and 43 (both faces of the wall) including post 43. For contractor's convenience, the total area of both wall faces is 520 sq. ft., exclusive of the area of the posts. Payment for this work item shall be lump sum and inclusive of surface prepare and protection of adjacent surfaces. The existing noise wall was coated using Sherwin-Williams Product B97W160 (color Federal Standard No 595C color shade No. 33578). Apply a stain blocking primer such as Sherwin Williams Pro Block or approved equal over the existing graffiti followed by a fresh coat of the Sherwin Williams B97 product. Recoat times shall be in accordance with manufacturer's written literature.

Measurement and Payment for this item shall be lump sum based on the gross area described above of 540 sq. ft.

Pay Item No. 563-4: Anti-Graffiti Coating Non-Sacrificial

Furnish all labor, material, supervision and incidentals to apply Anti-Graffiti Coating to the front (road side) face of Noise Wall No. 1 and Noise Wall No. 2 on PJ Adams Parkway. Anti-Graffiti Coating shall be non-sacrificial and meet the requirements of Section 563 of the FDOT Standard Specifications for Road and Bridge Construction (FY 2024-2025) hereinafter referred to Standard Specifications.

Method of Measurement and Basis of Payment shall be in accordance with Section 563 of the Standard specifications.

Wall Area

NW-1 11,310 sq. ft.*

NW-2 9,750 sq. ft.* (includes 260 sf for the back face of the wall segment between posts 42 and 43)

* The wall area is the gross area of the wall panels (single face) and excludes the area of the face of the noise wall posts. No separate area calculation or payment will be included for the posts; the cost of coating the wall posts will be included in the bid unit price and incidental to the gross area of the wall panels.

Item 2: Vibration and Settlement Monitoring Existing Structures (Segment 4)

Contractor to monitor existing structures in accordance with FDOT Specification 108 while performing vibratory compaction operations associated with roadway construction in the following area:

Station 2088+75 to 2090+85 from 18' RT of CL Construction PJ Adams to the north right of way line, an area of 9,452 SF.

Payment for Monitoring Existing Structures shall be as follows:

108-1 Monitoring Existing Structures-Inspection and Settlement Monitoring (Unit = Lump Sum)

108-2 Monitoring Existing Structures – Vibration Monitoring (Unit = Lump Sum)

THIS ITEM DISAPPROVED BY THE BCC AT THEIR 3/26/24 MEETING.
Item 3: Material Escalation for Reinforcing Steel

~~A request was made for a cost adjustment to the reinforcing steel associated with Noise Wall #2. A precedent was set by FDOT with their issuance of DCE Memorandum No. 22-05. The CEI and the Public Works Department agree with the application of the memorandum to this project as it is well understood that raw materials such as reinforcing steel (Rebar) increased significantly after the project was bid. Applying the memo to the invoices associated with Noise Wall #2 is shown on a separate page to this Change Order. The net cost additive by applying the memo is \$113,394.55, representing an 11.9% increase in the installed price for Noise Wall #2.~~

Item 4: Loss of Access to Off-Site Storage Location

To facilitate construction of the PJ Adams project, the County obtained a temporary construction easement (TCE) of an off-site piece of property for use in stockpiling the excess dirt from the project. Upon completion of the project, the ownership of the dirt would vest with the grantor of the TCE. On June 28, 2022, access was lost to the off-site stockpile site due to a difference in interpretation between the grantor of the Temporary Construction Easement and the County. The issue was not resolved until August 15, 2022. This interim loss of access required material to be stockpiled on-site where the off-site stockpile site would have originally been used. The net effect for the interim loss of the off-site stockpile area was impact to schedule and additional costs to the Contractor and a Notice of Intent (NOI #4) was initiated. The CEI has reviewed the Contractor's claim under NOI #4 for both time and costs (equipment and manpower). The original claim for time was 42 days and a cost of \$97,796.60. Upon critical review, the CEI is recommending that **19 days** be granted to the construction duration and a one-time payment of \$86,303.88 for additional equipment and manpower costs associated with double-handling the soil and recovery of work that had originally been completed.

Item 5: Utility Conflict at Ashley Drive

On July 13, 2023, a new utility conflict (different from that addressed in Change Order #5) with a telecom was discovered at the intersection of Ashley Drive. In response to the conflict and the mounting delay for resolution, the Contractor issued Notice of Intent (NOI) #14 to seek recovery of lost time and impact to the critical path item of completing the left roadway of Segment 3. Sixty-eight (68) days lapsed from time of discovery to time of final resolution by the telecom for the utility conflict. This time (68 days) was requested by the Contractor for resolution of the NOI. The CEI has reviewed claim with its impact to schedule and agrees that a time extension is

warranted and has negotiated with CWR that **27 days** added to the contract time can be justified and recommended.

THIS ITEM DISAPPROVED BY THE BCC AT THEIR 3/26/24 MEETING.

Item 6: Material Escalation for Concrete

In early 2023, the subcontractor performing concrete work on the PJ Adams project notified the contractor that their obligations could not be met due to the significant rise in ready-mix concrete prices – price increases they could not have anticipated. The contractor brought this to our attention and eventually provided backup documentation from the subcontractor. In November of 2022, the FDOT District Construction Engineer issued DCE Memorandum No. 22-15 that in essence, agreed to cover the additional cost of ready-mix concrete delivered to FDOT projects. However, the DCE memorandum only covered a six-month period of February 1, 2022 to July 31, 2022. Documentation that the subcontract provided has been in the form of invoices for concrete used on the project. The first invoice submitted had a date of January 6, 2021 and reflected a cubic yard price of \$116.63. The subcontractor asked that this first price be used as a basis for subsequent concrete purchases and despite both manpower and other costs had risen as well, only the cost for the material used would be requested.

Since that first invoice submitted by the subcontractor, the cost of concrete has risen significantly. The average price the subcontractor paid per cubic yard for concrete in 2021 was \$138.79, followed by \$166.21 and \$199.62 for 2022 and 2023, respectively. The most recent invoice the contractor provided, dated February 19, 2024, reflected a cubic yard price of \$195.28, a premium of \$78.65 above the concrete price reflected by the first invoice. It is undetermined why FDOT chose to limit the time covered by the DCE memo because as evidenced by both the subcontractor’s invoices and the Producer Price Index for the same period, ready-mix costs have risen steadily since January 2021. Invoices provided by the subcontractor for work performed on the PJ Adams project total \$307,418.12 for 1724.57 cubic yards of concrete. If the precedent set by FDOT is followed but is applied for the period January 8, 2022 – February 19, 2024, a total premium of \$106,282.73 is calculated. The CEI and Public Works agree that the cost is justified and recommend a lump sum payment in the amount of **\$106,282.73** followed by a price adjustment to the affected work items for those items to be completed after February 21, 2024 based on the average of the premium cost paid of \$71.16 per cubic yard. The cost per pay item is demonstrated in the following table:

REMAINING CONCRETE COST TO BE ADJUSTED

AVERAGE THROUGH (2/19/2024)
CONCRETE PREMIUM (PER CY): \$ 71.16

PAY ITEM	DESCRIPTION	UM	CY/UM	TO-GO	PREM/UM	ORIGINAL UP	ADJUSTED UP	REM. COST
0400-0-11	CONCRETE CLASS NS, GRAVITY WALL	CY	1	34.8	\$ 71.16	\$ 770.00	\$ 841.16	\$ 2,476.47
0430-982-129	MITERED END SECTION, OPTIONAL ROUND, 24" CD	EA	0.39	5	\$ 27.75	\$ 2,103.25	\$ 2,131.00	\$ 138.77
0430-982-133	MITERED END SECTION, OPTIONAL ROUND, 30" SD	EA	1.23	1	\$ 87.53	\$ 5,107.85	\$ 5,195.38	\$ 87.53
0520-1-7	CONCRETE CURB & GUTTER, TYPE E	LF	0.053	2788	\$ 3.77	\$ 24.80	\$ 28.57	\$ 10,515.31
0520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	0.051	2345	\$ 3.63	\$ 23.65	\$ 27.28	\$ 8,510.72
0520-5-11	TRAFFIC SEPARATOR CONCRETE-TYPE I, 4' WIDE	LF	0.055	2812	\$ 3.91	\$ 50.75	\$ 54.66	\$ 11,006.05
0522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	0.1111	1184.4	\$ 7.91	\$ 58.00	\$ 65.91	\$ 9,364.10
0522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	0.1667	115.06	\$ 11.86	\$ 79.15	\$ 91.01	\$ 1,364.94
0524-1-2	CONCRETE DITCH PAVEMENT - NON REINFORCED, 4"	SY	0.1111	646.57	\$ 7.91	\$ 71.25	\$ 79.16	\$ 5,177.91
								\$ 48,575.78

CY/UM - Concrete (CY) per unit of measure (UM) UP - Unit Price

Item 7: Notice of Intent #15 – Time Impact Due to Utilities (Segments 1-3)**Background**

The PJ Adams Parkway Widening Project's original contract time for CW Roberts Contracting, Inc. (CWR) to reach Substantial Completion and Final Completion was 820 and 910 calendar days. A notice to proceed was issued on September 5, 2019. Therefore, Original Substantial Completion and Final Completion were established as 12/03/21 and 3/03/22, respectively.

Six separate Change Orders have been approved at this time which have added 222 weather/recovery days, 92 FDOT approved Holidays, and 295 days for adding Phase IV (Wild Horse to Crab Apple Dr.) and 90 days due to additional work required by CWR or delay due to material acquisition issues. The current Substantial Completion and Final Completion dates are November 2, 2023 and January 31, 2024, respectively.

At this time, no time has been assessed for additional utility days outside of the original Utility Work Schedule (UWS) established for this project (time for utility work not identified by the UWS, such as unforeseen utility conflicts, are being addressed by Change Order as they arise). The original UWS accounted for 147 days of utility work which were to occur simultaneously with CWR's progress of construction. However, the UWS of each utility was built upon contingencies of the contractor and other utilities having performed their work.

Notice of Intent to File Claim #15 – NOI #15

CWR's NOI #15 identifies 621 calendar days of utility work occurring during the life of the construction project, with the main contributors being Century Link, Verizon, MCI, & Cox Communications. As previously noted, the original UWS accounted for 147 days, much of which hinged on Century Link completing the shared-use trench conduits and subsequent relocation efforts. Numerous contributing factors can be pointed to and include impacts due to scheduling conflicts between utilities and the contractor, effects from Covid-19, material delays and shortages, staffing shortages, scheduling challenges related to unforeseen delays, weather, and many other utility related issues. These impacts lead to cascading scheduling changes and modifications to CWR's work plan and pushed scheduled construction operations out days, weeks, and even months. These issues directly affected CWR's critical path work items and thereby contributed in part to the delay in successfully completing this project.

Summary

621 days must be reduced to account for days previously issued (weather/recovery/holidays), time that was accounted for in the original UWS, and deducting weekends (Saturday and Sunday) to only account for CWR's 5-day work schedule.

Reducing the total 621 calendar days affected by the UWS days for each main utility delay and only accounting for weekdays Monday to Friday based on CWR's provided schedule based on a 5-day work week the total amount of additional utility work is 386 days.

Furthermore, dates previously given due to weather/recovery/holidays were to be subtracted from this total. 52 holidays and 94 weather/recovery days were given during the time and should be removed from the total to avoid a double counting of days, thereby further reducing the total to 240 days. This total accounts for additional time required for utility work to be completed as to allow CWR to resume a more efficient schedule.

Recommendation: After negotiating NOI #15 with CWR, and it was agreed upon that a total of **120 days** additional days be added to the contract time to settle NOI #15.

Item 8: Additional Work due to Water Main Rupture

During the roadwork at Ashley Drive, a shallow thrust block to a water main in the form of a beam was dislodged leading to the water main fitting coming un-belled resulting in damage to the constructed road base and requiring significant cleanup. While the water main was known to exist, the shallow beam used as thrust block was unexpected. The contractor has filed a claim of **\$4,400.00** for costs to restore the work that had been completed and recovery of material that left the site. The CEI has reviewed the claim and recommends it for payment.

Item 9: Adjustment for Weather and Holidays

Change Order 6 adjusted the contract by adding weather and holidays up to August 31, 2023. For the period September 1, 2023 through February 29, 2024, the contractor is entitled to **42 weather/recover days and 18 holidays** in accordance with the contract.

November 8, 2022

DCE MEMORANDUM NO. 22-15

(FHWA Approved 11/7/22)

This Memo Has Expired

TO: DISTRICT CONSTRUCTION ENGINEERS

FROM: Tim Lattner, P.E., Director, Office of Construction

DocuSigned by:

Tim Lattner

C7704ED8972C440...

COPIES: Dan Hurtado, Ananth Prasad (FTBA), Mark Musselman (ACAF), Jose Ortiz-Aleman (FHWA), Ashley Anderson

SUBJECT: CONCRETE PRICE INCREASES

Due to recent aggregate shortage, the Department, at the request of the Contractor, will compensate contractors for concrete price increases for the six-month period from February 1, 2022 to July 31, 2022 for concrete placed on the job site. This adjustment will be calculated by multiplying the quantity placed by the difference in invoice/quote at time of letting to the invoice at the time of concrete placement. The contractor will submit all invoices clearly identifying the following:

- a. Contract Number
- b. Pay Item Number
- c. Invoice Number
- d. Invoice Date
- e. Invoice Quantity
- f. Invoice Unit Price
- g. Invoice Total

The following conditions apply:

1. Concrete must be delivered to the job site for permanent incorporation into the contract.
2. Adjustments will not apply to precast concrete.
3. The concrete must be approved as meeting applicable specifications.
4. Invoice prices will exclude fuel surcharges.
5. Invoices must be submitted to support the price/quote at time of bid.
6. Invoices must be submitted for all concrete placed on the job site from February 1, 2022 to July 31, 2022.

Active construction contracts are eligible to participate in this memo. Contracts final accepted on or before the date of this memo are not eligible to participate in this memo. Change orders shall be coded as Federal-aid non-participating. Use Reason Code **600** Concrete Price Increase per DCE Memo and Reason Type **CPI** Concrete Price Increase per DCE Memo.

This memorandum serves as blanket approval to process contract changes for concrete cost increases associated with aggregate shortage and should be attached to the Supplemental Agreement or Work Order.

If you have any questions, please contact Ashley Anderson, P.E. at 850-414-4184 or by email at Ashley.Anderson@dot.state.fl.us.

TL/aa

CONCRETE INVOICES SUBMITTED BY CWR

Base price (1/6/21): \$ 116.63

DATE	INVOICE NO.	TOTAL COST	CY CONCRETE	UNIT COST	PREMIUM	TOTAL PREMIUM	
1/6/2021	210735	\$ 6,648.00	57.00	\$ 116.63	\$ -	\$ -	
2/4/2021	212569	\$ 5,946.60	47.50	\$ 125.19	\$ 8.56	\$ 406.60	
2/27/2021	213735	\$ 5,082.56	38.00	\$ 133.75	\$ 17.12	\$ 650.56	
3/12/2021	214695	\$ 8,425.24	62.00	\$ 135.89	\$ 19.26	\$ 1,194.12	2021 Average \$/CY
3/17/2021	223	\$ 3,864.14	28.33	\$ 136.40	\$ 19.77	\$ 560.08	\$ 138.79
9/13/2021	9444701979	\$ 12,868.58	86.00	\$ 149.63	\$ 33.00	\$ 2,838.00	
10/12/2021	9444879320	\$ 4,979.78	33.00	\$ 150.90	\$ 34.27	\$ 1,130.91	
10/13/2021	9444887416	\$ 4,214.73	28.00	\$ 150.53	\$ 33.90	\$ 949.20	
11/3/2021	9445021045	\$ 7,057.66	47.00	\$ 150.16	\$ 33.53	\$ 1,575.91	
1/6/2022	232693	\$ 1,473.94	9.50	\$ 155.15	\$ 38.52	\$ 365.94	
2/8/2022	234704	\$ 5,082.56	38.00	\$ 133.75	\$ 17.12	\$ 650.56	
2/12/2022	235067	\$ 9,606.03	66.50	\$ 144.45	\$ 27.82	\$ 1,850.03	
9/19/2022	1656	\$ 4,042.30	22.64	\$ 178.55	\$ 61.92	\$ 1,401.87	2022 Average \$/CY
10/24/2022	25520860	\$ 3,555.62	20.00	\$ 177.78	\$ 61.15	\$ 1,223.00	\$ 166.21
10/28/2022	25818073	\$ 7,111.24	40.00	\$ 177.78	\$ 61.15	\$ 2,446.00	
12/26/2022	1873	\$ 3,024.19	16.70	\$ 181.09	\$ 64.46	\$ 1,076.48	
12/26/2022	1968	\$ 3,024.19	16.70	\$ 181.09	\$ 64.46	\$ 1,076.48	
1/23/2023	1010371881	\$ 6,327.32	33.50	\$ 188.88	\$ 72.25	\$ 2,420.38	
2/1/2023	1968	\$ 310.25	1.45	\$ 213.97	\$ 97.34	\$ 141.14	
4/5/2023	267213	\$ 10,642.80	57.00	\$ 186.72	\$ 70.09	\$ 3,995.13	
4/21/2023	1010411823	\$ 12,197.60	60.00	\$ 203.29	\$ 86.66	\$ 5,199.60	
6/20/2023	2298	\$ 2,258.41	11.29	\$ 200.04	\$ 83.41	\$ 941.70	
6/21/2023	2300	\$ 2,209.27	11.04	\$ 200.12	\$ 83.49	\$ 921.73	
6/22/2023	2302	\$ 2,238.75	11.19	\$ 200.07	\$ 83.44	\$ 933.69	
6/23/2023	2308	\$ 4,235.82	21.15	\$ 200.28	\$ 83.65	\$ 1,769.20	
6/26/2023	2309	\$ 2,020.65	10.08	\$ 200.46	\$ 83.83	\$ 845.01	
6/27/2023	2312	\$ 2,113.00	10.55	\$ 200.28	\$ 83.65	\$ 882.51	
6/27/2023	2313	\$ 3,933.22	18.89	\$ 208.22	\$ 91.59	\$ 1,730.14	
6/30/2023	2320	\$ 1,773.07	8.82	\$ 201.03	\$ 84.40	\$ 744.41	
6/30/2023	2326	\$ 1,633.56	8.11	\$ 201.43	\$ 84.80	\$ 687.73	
7/27/2023	SRM000	\$ 8,360.40	40.00	\$ 209.01	\$ 92.38	\$ 3,695.20	
7/29/2023	276199	\$ 16,101.36	85.50	\$ 188.32	\$ 71.69	\$ 6,129.50	
7/31/2023	276304	\$ 1,834.79	9.50	\$ 193.14	\$ 76.51	\$ 726.85	
8/3/2023	276673	\$ 3,001.90	15.50	\$ 193.67	\$ 77.04	\$ 1,194.12	2023 Average \$/CY
9/5/2023	278985	\$ 19,346.75	98.00	\$ 197.42	\$ 80.79	\$ 7,917.42	\$ 199.62
9/6/2023	279172	\$ 9,969.50	50.50	\$ 197.42	\$ 80.79	\$ 4,079.90	
9/7/2023	279214	\$ 3,750.90	19.00	\$ 197.42	\$ 80.79	\$ 1,535.01	
9/8/2023	2452	\$ 4,282.98	21.39	\$ 200.23	\$ 83.60	\$ 1,788.20	
9/13/2023	2467	\$ 6,303.62	31.47	\$ 200.31	\$ 83.68	\$ 2,633.41	
9/27/2023	2507	\$ 6,254.51	31.22	\$ 200.34	\$ 83.71	\$ 2,613.43	
9/28/2023	2510	\$ 4,198.49	20.96	\$ 200.31	\$ 83.68	\$ 1,753.93	
9/29/2023	2514	\$ 8,650.45	43.21	\$ 200.20	\$ 83.57	\$ 3,611.06	
10/3/2023	2518	\$ 8,129.76	40.56	\$ 200.44	\$ 83.81	\$ 3,399.33	
10/3/2023	2519	\$ 4,473.59	22.36	\$ 200.07	\$ 83.44	\$ 1,865.72	
10/4/2023	2521	\$ 4,074.69	20.33	\$ 200.43	\$ 83.80	\$ 1,703.65	
10/5/2023	2528	\$ 4,408.73	22.03	\$ 200.12	\$ 83.49	\$ 1,839.28	
10/6/2023	2533	\$ 3,265.15	16.21	\$ 201.43	\$ 84.80	\$ 1,374.61	
10/13/2023	2552	\$ 3,172.80	15.74	\$ 201.58	\$ 84.95	\$ 1,337.11	
10/26/2023	2597	\$ 6,276.12	31.33	\$ 200.32	\$ 83.69	\$ 2,622.01	
10/27/2023	2601	\$ 1,965.63	9.80	\$ 200.57	\$ 83.94	\$ 822.61	
10/31/2023	2610	\$ 1,828.08	9.10	\$ 200.89	\$ 84.26	\$ 766.77	
11/1/2023	2613	\$ 2,002.97	9.99	\$ 200.50	\$ 83.87	\$ 837.86	
11/7/2023	2631	\$ 1,395.80	6.90	\$ 202.29	\$ 85.66	\$ 591.05	
11/8/2023	2637	\$ 1,984.59	10.21	\$ 194.38	\$ 77.75	\$ 793.83	
11/9/2023	2641	\$ 4,310.49	21.53	\$ 200.21	\$ 83.58	\$ 1,799.48	
11/13/2023	2645	\$ 880.99	4.28	\$ 205.84	\$ 89.21	\$ 381.82	
12/27/2023	287455	\$ 1,875.45	9.50	\$ 197.42	\$ 80.79	\$ 767.51	
12/28/2023	287484	\$ 1,875.45	9.50	\$ 197.42	\$ 80.79	\$ 767.51	
12/29/2023	287725	\$ 789.65	4.00	\$ 197.41	\$ 80.78	\$ 323.12	
1/4/2024	287870	\$ 1,875.45	9.50	\$ 197.42	\$ 80.79	\$ 767.51	
1/30/2024	289595	\$ 1,875.45	9.50	\$ 197.42	\$ 80.79	\$ 767.51	2024 Average \$/CY
2/7/2024	290347	\$ 3,061.92	15.51	\$ 197.42	\$ 80.79	\$ 1,253.05	\$ 196.99
2/8/2024	290300	\$ 2,763.82	14.00	\$ 197.42	\$ 80.79	\$ 1,131.06	
2/19/2024	290984	\$ 5,174.81	26.50	\$ 195.28	\$ 78.65	\$ 2,084.23	
Total			11 of 19		\$ 71.16	\$ 106,282.73	

Average Premium Total Premium



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

March 17, 2022

DCE MEMORANDUM NO. 22-05
(FHWA Approved March 17, 2022)

This Memo Has Expired

TO: DISTRICT CONSTRUCTION ENGINEERS

FROM: Dan Hurtado, P.E., Chief Engineer

DocuSigned by:
Dan Hurtado
C42B6FE133D843A...

COPIES: Will Watts, Scott Arnold, Ananth Prasad (FTBA), Mark Musselman (ACAF), Mark Clasgens (FHWA), Ashley Anderson

SUBJECT: REBAR AND PRESTRESSING STRAND MATERIAL PRICE INDICES

Due to recent volatility in prices of rebar and prestressing strand materials beyond what the Contractor could have historically anticipated at the time of bid, the Department, at the request of the Contractor, will process a \$0.00 specification change to provide for indexing for rebar and prestressing strand as provided for in the attached modification to Specification Section 9-2.

For active construction contracts, the Contractor has up to six weeks from the date of this memo to request or decline adoption of the attached specification. If the Contractor submits such a request, material price adjustments shall be made retroactively from the beginning of the contract through final acceptance to produce a cost adjustment which will be applied to the last estimate prior to final acceptance. This adjustment will be calculated by comparing the applicable Index value at the time of letting to the Index value at the time of invoiced material acquisition for new rebar and prestressing strand materials that are permanently incorporated into the project. The Contractor must submit Contractor Certification of Quantities for all applicable materials purchased. The Contractor must submit a Certification of Quantities for each month prior to the date of this memo and monthly thereafter through the completion of the project. Contractor Certification of Quantities are attached to this memo.

If the Contractor requests to adopt the attached specification into a given contract, the specification shall apply to all pay items listed in the attached Contractor Certifications of Quantities for the entire duration of the contract, from beginning to end. If the Contractor declines adoption of the attached specification, the Contractor shall provide a written Certification that any applicable subcontractors have been notified of this memo and made aware of the Contractor's decision.

The following conditions apply:

1. Material Price Adjustments will not be made for materials which were purchased prior to award of the contract.
2. Materials must be stored in locations accessible for inspection by the Department per Section 9-5.5 of the Specifications.
3. Any materials receiving an adjustment must be incorporated into the specific contract on which material price adjustments are made.
4. The material must be approved as meeting applicable specifications.
5. For work performed by subcontractors, the unit price will be the subcontractor unit price as submitted on the accepted Form 700-010-36, Certification of Sublet - Schedule "A". Material price adjustments are not eligible for Contractor markup.
6. For work performed by the prime contractor, the unit price will be the bid unit price or, the unit price reflected in the accepted contract schedule of values.
7. The contractor is responsible for ensuring quantities are clearly identified on the invoices per the attached specification. In some cases, the quantity submitted on the Contractor Certification of Quantities will not match the invoice quantity.
8. Adoption of this Specification will apply to all pay items listed in the attached Certifications of Quantities and will cause adjustments to be made to rebar and prestressing strand. Contractors may not elect to apply this Specification to one material, but not others.
9. For contracts which had previously been approved to receive steel tariff compensation in accordance with the attached June 12, 2018 letter, the Contractor must notify the Engineer within six weeks from the date of this memo to either request adoption of the attached specification or, continue to participate in steel tariff compensation. Adoption of the attached specification will remove eligibility for steel tariff compensation in accordance with the attached letter. No contract may participate in both steel tariff compensation and the attached specification.

Construction contracts with letting dates between January 1, 2016 and June 30, 2021 are eligible to participate in this memo. Contracts final accepted on or before the date of this memo are not eligible to participate in this memo.

Payment adjustments shall be coded as Federal-aid non-participating using the appropriate the Line-Item Adjustment Type in SiteManager:

- Material Price Adjustment Steel – MPAS

This memorandum serves as blanket approval to process a \$0.00 contract change to incorporate the attached specification and should be attached to the Work Order or Supplemental Agreement.

If you have any questions, please contact Ashley Anderson, P.E. at 850-414-4184 or by email at Ashley.Anderson@dot.state.fl.us.

DH/aa

www.fdot.gov

MEASUREMENT AND PAYMENT

ARTICLE 9-2 is expanded by the following:

9-2.1.4 Material Adjustments for Rebar and Prestressing Strand: The Department will make price adjustments for rebar and prestressing strand materials included in the list of Pay Items attached to DCE Memo 22-05 in accordance with the following procedures.

Prepare separate Contractor's Certification of Quantities for each material invoice month using the Department form for Material Price Adjustment attached to DCE Memo 22-05. Submit certifications for materials purchased prior to the date of incorporation of this specification within 60-days of incorporation. Submit certifications for subsequent estimate periods to the Engineer no later than Twelve O'clock noon on Monday after the estimate cut-off or as directed by the Engineer, based on the quantity of each material purchased within the estimate period. Material certifications reflecting quantities beyond the final contract quantity shall not be accepted. Ensure each certification includes the Contract Number, Financial Project Identification (FPID) Number, Certification Date and Number, the period the certification represents, and the quantity represented by each invoice for each pay item. Submit material invoices with each certification and clearly identify the following:

- a. Pay Item Number
- b. Certification Quantity
- c. Invoice Number
- d. Invoice Date
- e. Invoice Quantity
- f. Invoice Unit Price
- g. Invoice Total

On Contracts with an original Contract Time of more than 120 days, the Department will adjust the unit price to reflect increases or decreases in material costs from those in effect during the month in which bids were received. The contractor will not be given the option of accepting or rejecting these adjustments. Price adjustments will be made only when the invoice month material price index (IMP) varies by more than 5% from the price index prevailing in the month when the bids were received (BMP), and then only on the portion that exceeds 5%.

The Department will use factors to determine the percentage of unit price applicable to material only.

Price Adjustments will be based on the USDOL monthly Producer Price Index (PPI). The Material Price indices will be available on the Construction Office website before the 15th of each month at the following URL: <https://www.fdot.gov/construction/material-price-adjustment>

Payment on progress estimates will be adjusted to reflect adjustments in the prices for rebar and prestressing strand materials in accordance with the following:

$$\text{\$ Adjustment} = (\text{quantity})(\text{unit price})(\text{material factor})(\text{ID})$$

Where ID = Index % Difference = $[\text{IMP} - 0.95(\text{BMP})] / \text{BMP}$ when the IMP has decreased between the month of bid and the month of material invoice.

Where ID = Index % Difference = $[\text{IMP} - 1.05(\text{BMP})] / \text{BMP}$ when the IMP has increased between the month of bid and the month of material invoice.

A line-item adjustment will be made on the last progress estimate prior to the final estimate to each applicable pay item to reflect the cumulative value of all Contractor Certification of Quantities submitted throughout the duration of the contract.

Adjustments will be paid or charged to the Prime Contractor only. Any Contractor receiving an adjustment under this provision for work performed by a subcontractor shall distribute such adjustment to subcontractors who perform applicable work.

The Department reserves the right to audit the Contractor's records pertaining to the material certifications submitted for this Contract.

CURB AND GUTTER BARRIER	LF	0.17	\$0.00
44" PIER PROTECTION BARRIER/CRASH WALL	LF	0.18	\$0.00
56" PIER PROTECTION BARRIER/CRASH WALL	LF	0.18	\$0.00
38" WALL SHIELDING BARRIER	LF	0.17	\$0.00
VARIABLE WIDTH FOR WALL OR SIGN SHIELDING	LF	0.17	\$0.00
WALL SHIELDING BARRIER, PROJECT 435142-1-52-01	LF	0.17	\$0.00
RIGID - SHOULDER 32", F-SHAPE, PROJECT 431737-1-52-01	LF	0.17	\$0.00
32" F-SHAPE, PROJECT 437990-3-52-01	LF	0.17	\$0.00
32", TRANSITION, PROJECT 446101-1-52-01	LF	0.17	\$0.00
32" F-SHAPE, PROJECT 440473-1-52-01	LF	0.17	\$0.00
	SF	0.20	\$0.00
	SF	0.20	\$0.00
Total (material cost)			\$0.00
Index % Difference			
Monthly Monetary Amount			

PJ Adams - Material Price Adjustment for 0534-72 Concrete Noise Wall

1. → **MATERIAL INDECIES OF STEEL:**

Data from FDOT "Material Price Adjustment Index"³

Jun, 2019	258.5	← Time of Bid
Feb, 2023	456.7	← Estimate No. 42
Mar, 2023	471.6	← Estimate No. 43
Apr, 2023	455.5	← Estimate No. 44

2. → **FOR MATERIAL INCREASE:**

"Price adjustments will be made only when the invoice month material price index varies by more than 5% from the price index" at bid (Base), "and then only the portion that exceeds 5%." (FDOT memo 22-05, 9-2.1.4)¹

→ **INDEX % DIFFERENCE (ID)¹, CALCULATED AS FOLLOWS:**

Inv. No.	Month	Index	Base x 1.05	Index - (Base x 1.05)	ID
42	Feb	456.7	271.425	185.275	0.716731
43	Mar	471.6	271.425	200.175	0.774371
44	Apr	455.5	271.425	184.075	0.712089

$ID = (Index - Base \times 1.05) / Base$

→ **COST ADJUSTMENT (CA), CALCULATED AS FOLLOWS:**

Material Unit Price:² \$ 79.92
 Distribute bond cost:² \$ 0.58 = Bonding Cost / Qty.
 Unit Price: \$ 80.50

Steel Factor found in FDOT memo 22-05, 9-2.1.4¹

Inv. No.	ID	Qty. (SF)	Unit Price	Steel Factor	CA
42	0.716731	715.75	\$ 80.50	0.20	\$ 8,259.31
43	0.774371	4529.25	\$ 80.50	0.20	\$ 56,467.88
44	0.712089	4245	\$ 80.50	0.20	\$ 48,667.36

$Cost\ Adjustment = Qty. \times Unit\ Price \times Factor$

TOTAL COST ADJUSTMENT (42-44): \$ 113,394.55

3. → **ATTACHMENTS TO THIS DOCUMENT:**

- ¹a. FDOT memo 22-05
- ²b. F&W Construction Company, Inc - Scope and Price of Work
- ³c. www.fdot.gov/construction/material-price-adjustment

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GULF COAST TERMINAL
122 South Center Avenue
Panama City, Florida 32401
Phone: (850) 769-7513 • Fax: (850) 769-7594

8 November, 2023

Project: PJ Adams Parkway Widening

Subject: NOI #13 Claim - Ashley Dr Waterline Damages

Mott McDonald/Mr. Roy,

Please accept this letter as CWR's official claim for cost incurred for the unanticipated cost to repair the damaged to the roadway that was created by the unforeseen Crestview City water line-stop blowing out during roadway construction work on July 25, 2023. Despite having multiple on-site meetings with the City of Crestview in regards to their utilities at the corner of Ashley Dr, the city failed to inform CWR that a guardrail post that needed to be removed was the only thing holding a line-stop in place on a large active water line located below the proposed curb. Once CWR removed the guardrail post, the line stop failed and resulted in a very heavy volume of water free-flowing from the water line until it could be turned off, but not before it created a very large area of erosion and damaged to the subgrade, black-base pavement and other utilities to include a gas line valve and an AT&T 5G pole which fell and damaged the new mast arm signal head.

CWR incurred cost to clean the area up at the time of the incident, repair/replace the soil, subgrade, and black base pavement that was eroded/washed away, and inspect/repair the signal head that was hit by the AT&T pole.

Total cost for damage repairs was \$4,400 (Includes Labor & Burden, Equipment, and Material. No mark-up)

Please review everything we have here, and if you have any questions, please let us know. Thank you.

Regards,

A handwritten signature in black ink that reads "John Behory III".



Digitally signed by John S Behory, DN: cn=John S Behory, o=CWR, ou=W. ROBERTS CONTRACTING INC., c=US
Reason: I am approving this document
Contact info: 850-769-7498
Date: 2023.11.08 10:43:10-0500

John Behory

Project Manager

C.W. Roberts Contracting, Inc.

		0.0%			0.0%						
ement	Trucking	Total	OH&P	Subtotal	Subs	Total	OH&P	Subtotal	Subtotal CWR & Sub	Bond	TOTAL PRICE
762.00		\$ 4,440.00	\$ -	\$ 4,440.00		\$ -	\$ -	\$ -	\$ 4,440.00		\$ 4,440.00

e damage roadwork caused by the unanticipated and unmarked wateline on the corner of Ashley Dr