

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT OFFICE OF HIGHWAYS		EDSM No: III.1.1.15
ENGINEERING DIRECTIVES AND STANDARDS		
VOLUME	III	Revision Date: November 8, 2013
CHAPTER	1	Subject:
SECTION	1	Force Account Work and Emergency Repair
DIRECTIVE	15	Contracts

1. PURPOSE:

The purpose of this directive is to establish a procedure for doing work on a force account basis, either through an existing contract or by establishing an emergency repair contract.

2. SCOPE:

This directive sets forth the procedure to be followed in establishing a force account agreement and the requirements for the submittal of forms and records for payment. These requirements for submittal will be followed when administering an emergency repair contract or a supplemental agreement that is established on a force account basis.

3. PROCEDURE:

a. Force Account Work Through An Existing Contract

For force account work added to an existing contract, a supplemental agreement must be executed before (except in the case of an emergency) any extra work is done on a force account basis. This agreement must conform in all respects to the requirements for plan changes and/or supplemental agreements as set forth in EDSM III.1.1.1. Additional requirements will be as set forth in this directive and as described in subsection 109.04, Compensation for Alterations of the Contract, in the latest edition of the Louisiana Standard Specifications for Roads and Bridges.

The supplemental agreement must contain a schedule of all wages and rental rates to be paid under this agreement and documentation of the bond, insurance and tax rates. Wage or rental rates may be added by a supplement to the original agreement, when these are inadvertently left off but subsequently found to be necessary. Force account work is set up as a special "F-A" item, with a unit price of \$1.00 given, and an estimated quantity that equals the total estimated cost of the work.

b. Force Account Work, Constituting A New Emergency Repair Contract

For force account work required by the creation of an emergency per the attached memorandum (see Attachment #1), an Emergency Repair Cost and Contract Form shall be executed (see Attachment #2). Requirements will be as set forth in this directive, the Emergency Repair Contract form and as described in subsection 109.04, Compensation for Alterations of the Contract, in the latest edition of the Louisiana Standard Specifications for Roads and Bridges and as modified by the Emergency Repairs Cost and Contract Form.

The contract must contain a schedule of all wages including bond, insurance and taxes, rental rates, subcontractors and materials estimated to be paid under this agreement. The contract shall show workers subsistence and travel allowances, health and welfare benefits, pension funds benefits or other benefits when such amounts are required. Wages, rental rates and subcontractors may be added by a supplement to the original agreement, when these are inadvertently left off but subsequently found to be necessary. The emergency contract force account work is set up as a special "E-C" item, with a unit price of \$1.00 given, and an estimated quantity that equals the total estimated cost of the work.

The statements submitted for payment must be supported by invoices for all materials used and for all transportation charges and the contractor's notarized statement that payment in full has been made for materials. When materials are taken from a contractor's stock, an itemized list may be submitted of materials actually used, actual price and transportation costs and the contractor's notarized statement that payment in full has been made as shown. If the final cost of all force account work deviates from the estimated cost by ten (10) percent or more, then a final supplemental agreement will be executed.

4. OTHER ISSUANCES AFFECTED:

This directive replaces EDSM NO. III.1.1.15, dated May 29, 2008. All directives, memoranda or instructions issued heretofore in conflict with this directive are hereby rescinded.

5. EFFECTIVE DATE:

This directive will become effective immediately upon receipt.

RICHARD L. SAVOIE
CHIEF ENGINEER

EMERGENCY REPAIRS COST & CONTRACT FORM

STATE PROJECT NO. _____ -- _____ -- _____ **ROUTE NO.** _____

DISTRICT NO. _____ **PARISH** _____

PROJECT DESCRIPTION: _____

PROPOSED SCOPE OF REPAIRS: _____

This contract and all work will be governed by and performed in accordance with the current edition of the Louisiana Standard Specifications for Roads and Bridges and the contract documents. The contract documents include the bid proposal, Contractor’s bid, contract form, any required bonds, plans, standard plans, change orders, Supplemental Specifications, Special Provisions, and any other document that is required to complete the work in an acceptable manner and within contract time, including authorized extension thereof, all of which constitute one instrument.

The Contractor shall use this form to submit to the Department the labor rates and equipment rates to be used in computing the cost-plus emergency repairs. Material cost will be determined by paid invoices. The contractor shall estimate working hours/cost, equipment hours/cost, material cost and sub contractor cost to complete the repairs and provide the Department with an estimate on this form. The final cost of the repairs will be determined on a “Force Account” basis as prescribed in Section 109.04 (3) of the current Louisiana Standard Specifications for Roads and Bridges, with the following modifications:

- 1) The Department will pay for project supervision (labor, material and equipment) including the General Superintendent hours worked on the project as direct cost.
- 2) The 15% mark-up on subheadings (a) through (g) of Section 109.04 (3), will be considered full compensation for all direct and indirect costs and profit for the project.
- 3) The Blue Book Rental rates per EDSM III.1.1.27, will be the preferred method of pricing company owned equipment, however, there will be no 15% mark-up included on the equipment direct cost. Per mutual agreement prior to construction, the use of internal or pre agreed equipment rates can be substituted with allowable markups not to exceed the Blue Book rates. Equipment rented from an independent outside source will be allowed at invoice cost with a 10% markup. Standby time charges will not be charged on equipment needed weekly.
- 4) As changed by these guidelines, Subcontractors must submit the required information in Heading (a) through (g) of Section 109.04 (3). The subcontractor will consider the 15% mark-up full compensation for all direct and indirect cost. The contractor will be allowed the 10% mark-up on the subcontractor’s total.
- 5) Labor Rates – Attach all require crafts and rates paid including satisfactory evidence of the rates paid for such bond, insurance and tax. Show workers subsistence and travel allowances, health and welfare benefits, pension funds benefits or benefits when such amounts are required.

- 6) Equipment Rates – Attach all Blue Book Rental rates estimated to be used or the appropriate internal/agreed upon rates.
- 7) Subcontractors – Attach a list of all proposed subcontractors that may be required to complete the project.
- 8) Partial estimates will be paid on projects lasting more than 45 days using Force Account methods.

Note: Emergency contracting does not relieve the Department from the requisite bonding and insurance provisions. The standard payment, performance and retainage bond is required, as well as, the insurance under the Department's standard Specifications.

EMERGENCY REPAIRS COST & CONTRACT FORM

Estimated Labor Hours and Cost: _____ Man-hours \$_____.

Cost listed here are for budgetary purpose. Final cost will be determined per contract.

Comments:

Estimated Equipment Hours and Cost: _____ Hours \$_____.

Cost listed here are for budgetary purpose. Final cost will be determined per contract.

Comments:

Estimated Material Cost: \$_____.

Cost listed here are for budgetary purpose. Final cost will be determined per contract.

Comments:

Estimated Subcontractor Cost: \$_____.

Cost listed here are for budgetary purpose. Final cost will be determined per contract.

Comments:

Estimated Bonding and Insurance Cost: \$_____.

Cost listed here are for budgetary purpose. Final cost will be determined per contract.

Comments:

Estimated Cost to complete Repairs: \$_____.

Special Agreements:

EMERGENCY REPAIRS COST & CONTRACT FORM

Offered by:

Accepted by:

Company Representative

DOTD Representative

Date
Name, Address, Phone No. of company:

Date
Department of Transportation & Development
1201 Capitol Access Road
Baton Rouge, LA 70802

