

Errors and Omissions

Department Policy - From Discovery to Recovery



Agenda of Topics

- Authority
- References
- Purpose
- Scope
- Definitions
- Responsibilities
- Procedure
- Training
- Forms

Approved:

Effective: May 16, 2025

Office: Design/Production Support

Topic No.: 375-020-010-g

Department of Transportation

RESOLUTION OF ERRORS, OMISSIONS, AND CONTRACTUAL BREACHES BY PROFESSIONAL ENGINEERS ON DEPARTMENT CONTRACTS

- Website and E&O Guidelines
- PSEE / RTM





Authority

Florida Statute §20.23(3)(a) - The central office shall establish departmental policies, rules, procedures, and standards and shall monitor the implementation of such policies, rules, procedures, and standards in order to ensure uniform compliance and quality performance by the districts and central office units that implement transportation programs. Major transportation policy initiatives or revisions shall be submitted to the commission for review.

Florida Statute §334.048(3) - The central office shall adopt policies, rules, procedures and standards which are necessary for the department to function properly including establishing accountability for all aspects of the department's operations.

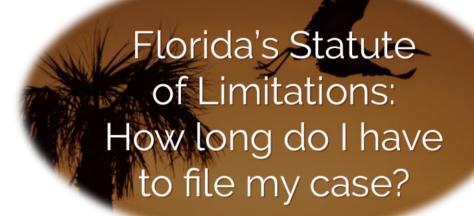


References (2/7)

(d) Florida Statutes -

§95.11(4)(a)

- (4) WITHIN TWO YEARS —
- (a) An action for professional malpractice, other than medical malpractice, whether founded on contract or tort; provided that the period of limitations shall run from the time the cause of action is discovered or should have been discovered with the exercise of due diligence. However, the limitation of actions herein for professional malpractice shall be limited to persons in privity with the professional.





References (3/7)

(d) Florida Statutes -

§287.055

Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; penalties.

§287.057

Procurement of commodities

or contractual services,



References (4/7)

(d) Florida Statutes -

§337.015(3)

To protect the public interest, the department shall vigorously pursue claims against contractors and consultants for time overruns and substandard work products

§471.033(1)(g)

- (1) The following acts constitute grounds for which the disciplinary actions in subsection (3) may be taken:
- (g) Engaging in fraud or deceit, negligence incompetence, or misconduct, in the practice of engineering.



Welcome to the Florida Senate

Revised 1/11/2022

References (7/7)

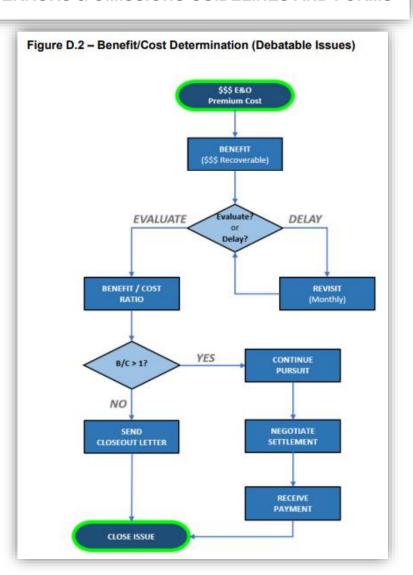
(g) Production Support Office (PSO) Website -

Errors and Omissions Guidelines and Forms

Benefit/Cost Analysis Guidelines



ERRORS & OMISSIONS GUIDELINES AND FORMS



Purpose

To establish a procedure related to Consultant errors, omissions, and contractual breaches (collectively referred to as "E&O") that addresses the following activities:

- (a) Identify, investigate, and document E&O in Consultant -prepared construction plans and contract documents or in the performance of Consultant Construction Engineering and Inspection (CEI) services on Department contracts;
- (b) Determine and document the extent of Consultant responsibility for the premium cost of plan revisions and certain added construction costs or claims resulting from Consultant E&O; and,
- (c) Recover premium costs resulting from Consultant E&O.



Scope

The principal users of this procedure include the following:

- Department's Chief Engineer
- Director of Transportation Development (DTD)
- Director of Transportation Operations (DTO)
- District Consultant Project Management Engineer (DCPME)
- District Design Engineer (DDE)
- Design Project Manager (DPM)
- District Errors and Omissions Liaison (EOL)
- District Construction Engineer (DCE)
- Construction Project Manager (CPM)
- Construction Engineering and Inspection (CEI) Personnel
- Office of Comptroller (OOC)
- Office of General Counsel (OGC) Legal Counsel



Definitions (1/8)

Avoidability Code: Construction changes are designated (coded) as Unavoidable and Avoidable. This procedure addresses the designations Avoidable 1 (Production Consultant) and Avoidable 3 (Consultant CEI).

Construction Change Tracking System (CCTS): A function within the SiteManager PrC Construction Management System that contains information on all contract changes such as type of change (e.g., Supplemental Agreements, Work Orders, Time Extensions) cost of change, responsible party and premium cost.

Construction Plans and Contract Documents: Consultant-prepared plans and contract documents as contracted by the Department and defined in the professional services agreement.



Definitions (2/8)

Contractual Breach: Failure to perform or comply with contractual obligations.

Cost Claim: The claim against the Consultant for premium cost recovery. The Cost Claim is based on the Consultant's premium cost responsibility as determined by the Project Manager in the Stage 3 Assessment (E&O Premium Cost). The Cost Claim may later be modified by the Director or the Chief Engineer based on their evaluation.

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



Definitions (3/8)

Entitlement Analysis: A document, signed and dated by the preparing Project Administrator or Engineer, containing statements as to each issue of a contract change, detailing the reasons (with specific contract references when appropriate) why the Contractor is or is not entitled to recover the time and cost impacts identified 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 must 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 must include all the pay items associated with that issue.



Definitions (4/8)

Errors and Omissions (E&O): Acts of negligence committed by the EOR in the performance of engineering design service or creative work, and acts of negligence committed by CEI in the performance of construction engineering inspection services. For this procedure, the term "E&O" also includes contractual breaches.

Negligence: As stated in Rule <u>61G15-19.001(4)</u>, Florida Administrative Code: "A professional engineer shall not be negligent in the practice of engineering. The term negligence set forth in Section <u>471.033(1)(g)</u>, F.S., is herein defined as the <u>failure by a professional engineer to utilize due care</u> in performing in an engineering capacity or <u>failing to have due regard</u> for acceptable standards of engineering principles."



Definitions (5/8)

Premium Costs: 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 follows, other than those caused by the Department, the contractor and/or 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. 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 must be removed and the costs to remove these items.
- (3) Extra work. The premium costs are computed as the net difference between the final agreed prices paid to the contractor and the Engineer's Estimate what the cost would have been had the extra work been included in the original bid at letting.

Definitions (6/8)

Premium Costs:

Premium costs associated with EOR and CEI E&O are Federal-aid Non-Participating. Determination of Federal-aid participation in changes to the Department's construction contracts must be in accordance with the Federal Aid Policy Guide 23, Section 635.120, Code of Federal Regulations.

Errors and Omissions



Definitions (7/8)

Project Suite Enterprise Edition (PSEE): A web-based Enterprise Application developed for project management.

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

- Interpretation of a contract document provision
- Error, omission, or conflict in the contract documents
- Pay adjustment or entitlement





Definitions (8/8)

Resolution Tracking Module (RTM): A module of PSEE used to track and document the resolution of project E&O issues.

Responsible Charge: As stated in Rule 61G15-18.011(1), Florida Administrative Code: "Responsible Charge" shall mean that degree of control an engineer is required to maintain over engineering decisions made personally or by others over which the engineer exercises supervisory direction and control authority."

Services In Kind: Services provided by a consultant, in lieu of money, as restitution for premium costs resulting from an E&O Issue.



1. **GENERAL** (1/2)

The Department employs professional consulting engineering firms to provide design or CEI services (collectively referred to as "Consultant"). These Consultants are accountable for the technical accuracy and quality of their work. As a result of Errors and Omissions (E&O) in Consultant-prepared construction plans, contract documents, or during CEI project administration, cost and time overruns may occur on a construction project resulting in contract modifications, premium costs and a claim against the Consultant.



1. **GENERAL** (2/2)

When further evaluation indicates that the project issue may be due to Consultant E&O, it becomes a potential E&O issue. Such issues may require design revisions, contract modifications or result in financial losses to the Department. Use of this procedure begins upon Discovery of a project issue that is a potential Consultant E&O issue. Discovery begins the E&O process and starts the clock for the Statute of Limitations.





1.1 E&O PROCESS OVERVIEW (1/6)

All references to E&O within this procedure includes errors, omissions and contractual breaches.

As stated in Section <u>337.015(3)</u>, F.S., ... "the Department shall vigorously pursue claims against contractors and consultants for time overruns and substandard work products". Recovery of E&O Premium Costs must be pursued regardless of dollar amount. The Department Project Manager (PM) may also consult the Office of General Counsel (OGC) to assist with prosecuting the recovery of these costs. If it is determined that a project issue was caused by a Consultant E&O, the Department must not compensate the Consultant for consultant services associated with the project issue (even if there were no Premium Costs).



1.1 E&O PROCESS OVERVIEW (2/6)

At any time during this process, the Consultant may accept responsibility for an E&O issue and offer to settle with the Department. In these cases, the Department and the Consultant will enter settlement negotiations. If the terms of the settlement are agreed upon by both parties, the OGC in consultation with the DDE (for EOR issues) or DCE (for CEI issues), will prepare and execute the Settlement Agreement) The Settlement Agreement must be signed by the Department (Director level or above, or authorized signature authority) and the Consultant (Officer designated in SunBiz.org or authorized signature authority).



1.1 E&O PROCESS OVERVIEW (3/6)

At any time after the **E&O Notification Letter** is sent to the Consultant, the Department may determine that the Consultant is not responsible for an E&O issue or the Consultant may decide to settle the dispute by issuing payment. In these cases, the PM must document the resolution by completing the **E&O Closeout Letter** explaining the reasoning for the Department's determination. Include complete documentation to fully substantiate the Department's position.



1.1 E&O PROCESS OVERVIEW (4/6)

If it is determined that a project issue was caused by Consultant E&O, any Department decision to not pursue recovery of those E&O Premium Costs must be justified and documented by conducting a Benefit/Cost (B/C) Analysis (B/C≥1). The Errors and Omissions – Benefit/Cost Analysis Evaluation Guidelines have been developed for use in these cases. If after an issue is evaluated by the Director or Chief Engineer, and the decision is made to not pursue recovery on the issue any further, a B/C Analysis is not required (however, the Department PM must still document the decision in the E&O Closeout Letter).



1.1 E&O PROCESS OVERVIEW (5/6)

If recovery efforts are terminated by the Department, and the issue was determined to not be due to Consultant E&O, the Department will compensate the Consultant for consultant services associated with resolving the project issue. If recovery efforts are terminated by the Department, but the issue was determined to be caused by Consultant E&O, the Department will not compensate the Consultant for consultant services associated with

the E&O issue.

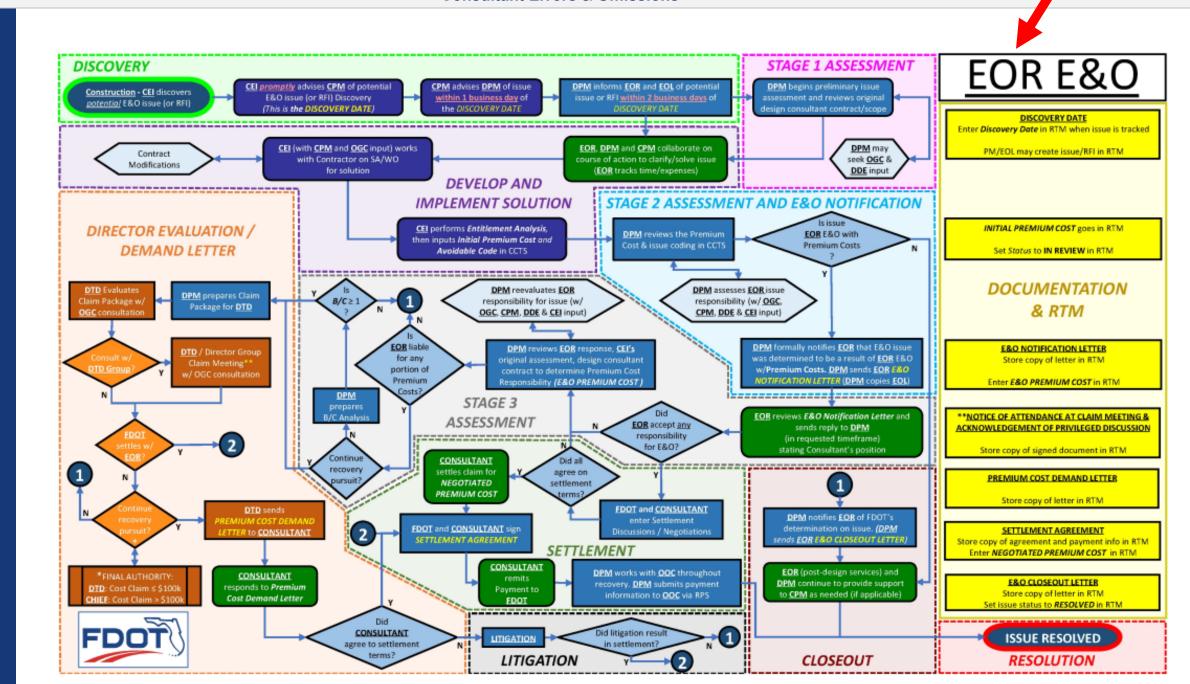




1.2 TRACKING AND DOCUMENTATION (1/2)

To ensure communication among disciplines and provide prompt response to management inquiries, each DDE must establish a central point of contact—the District E&O Liaison (EOL)—to be responsible for the resolution status of E&O issues. Each EOL must coordinate with the Department PM to ensure that such issues are entered, updated, and resolved in the Resolution Tracking Module (RTM) in PSEE. The EOL must be copied in all correspondence associated with an E&O issue. The Department PM must:

- **Document every stage** of the E&O resolution process in RTM with sufficient detail to fully inform future audits or inquiries
- Utilize RTM to track and record all information related to the E&O issue
- Keep the E&O issue data in RTM current by entering new information when available and updating fields when necessary



Consultant Errors & Omissions

Construction - CEI discovers potential E&O issue (or RFI) CEI promptly advises CPM of potential E&O issue (or RFI) Discovery (This is the DISCOVERY DATE) CEI promptly advises CPM of potential E&O issue (or RFI) Discovery (This is the DISCOVERY DATE) CPM advises DPM of issue within 1 business day of the DISCOVERY DATE



2.1 **DISCOVERY** (1/2)

When a project issue is discovered, the CEI (or CPA) when there is no CEI for the project) must promptly notify the CPM. The date the issue is discovered is the Discovery Date. If the project issue is ultimately determined to be an EOR E&O issue, the Discovery Date is entered in RTM. The CPM must notify the DPM of the project issue discovery within one business day of the CPM being notified of discovery. Although the notification of discovery to the DPM may be initiated by verbal communication, the notification must be promptly documented in writing.



2.1 **DISCOVERY** (2/2)

The DPM must notify the EOR and EOL of the project issue discovery within two business days of the DPM being advised of discovery with a response deadline indicated. Alternatively, the CPM may include the EOR and EOL in the initial notification of discovery to the DPM. Although this initial notification of discovery to the EOR may be initiated by verbal communication, that verbal communication must be promptly documented in writing to the EOR. The initial written notification of discovery must describe the nature and scope of the project issue, and advise the EOR to separately track their time expended on the resolution of the issue so they may later be compensated for their services if the Department determines the issue was not caused by an EOR E&O.



Discovery – Initial Email Notification



Thank you for the notification and working with the EOR to resolve the 4" non-reinforced concrete slope pavement.

Project issues have been identified in the referenced contract that require immediate attention. The Department respectfully requests your assistance to fully evaluate the attached email issue and determine the appropriate course of action to continue contract administration.

Issues of this nature may impact costs and contract time; please give this your immediate and full consideration. Compensation for on-site participation and any additional engineering services may be billed as post-design services unless the project issues are caused by Errors and Omissions. Please track all additional services separately for potential compensation and submit documentation with each invoice showing all hours and costs incurred addressing this issue.

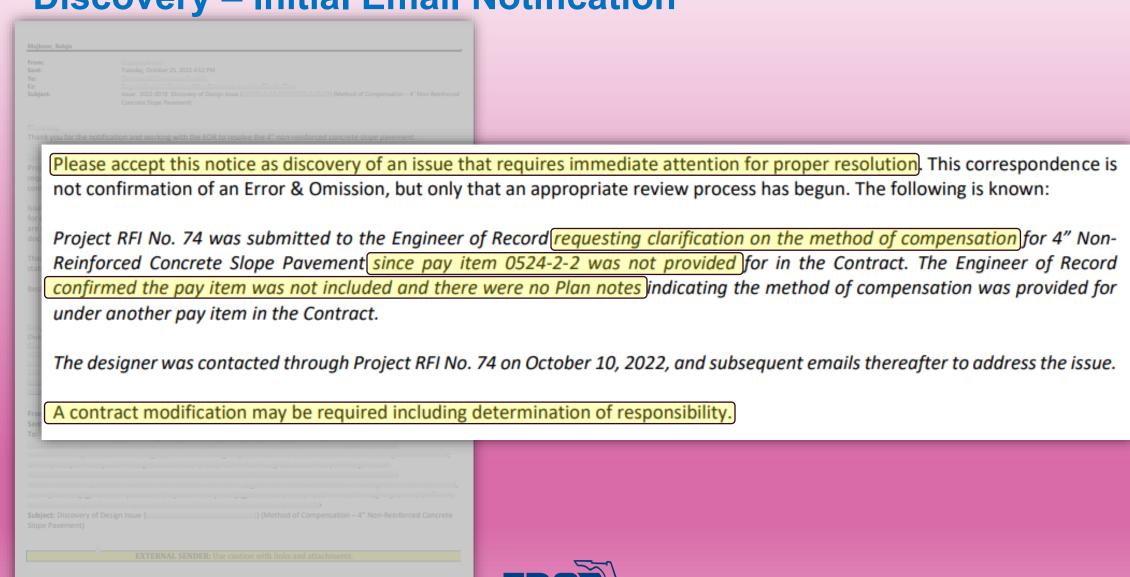
Thank you for your prompt assistance. Please respond within 15 business days of receiving this email. In your response, please state if you concur that this is a designer error/omission, and if you do not concur, please explain.

Best Regards,

Subject: Discovery of Design Issue (Slope Pavement)	:) (Method of Compensation – 4" Non-Reinforced Concrete
Subject: Discovery of Design Issue	

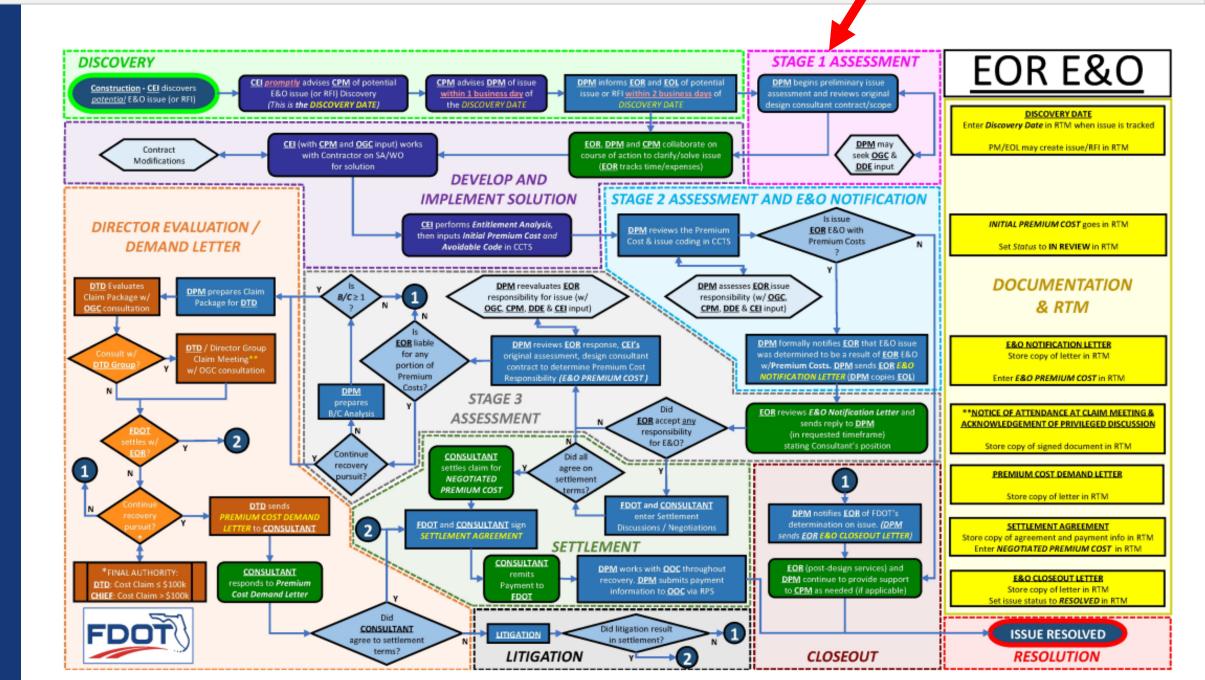


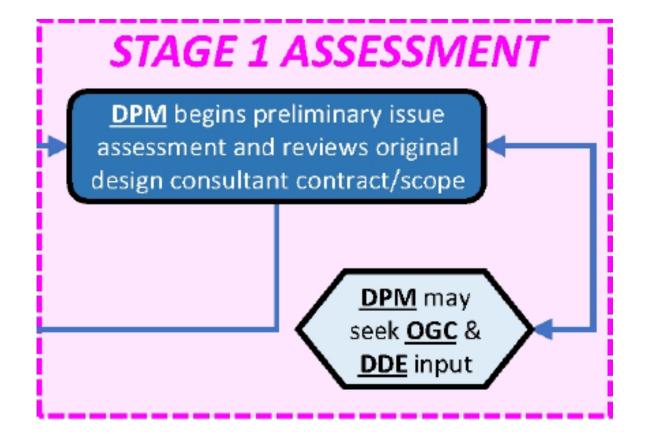
Discovery – Initial Email Notification



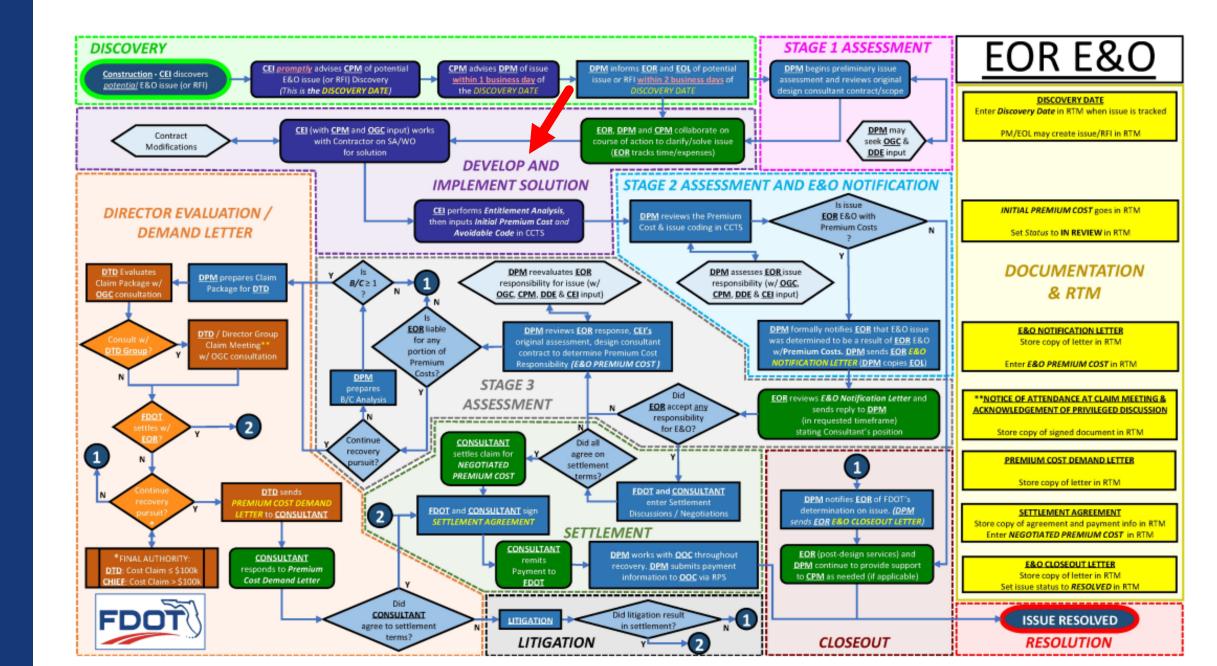


Consultant Errors & Omissions

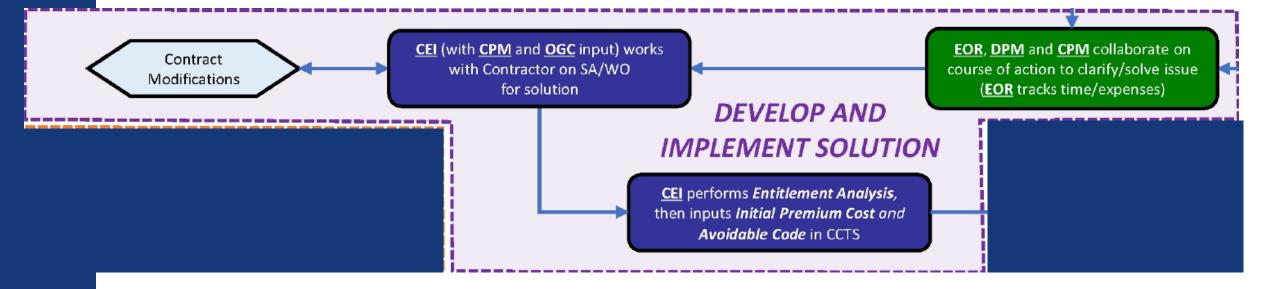








Consultant Errors & Omissions





2.3 DEVELOP AND IMPLEMENT SOLUTION (2/3)

The DPM must not approve any Consultant invoices for post-design services that include the EOR's time associated with resolving a project issue that is a potential EOR E&O (e.g., site visits, design changes). Such services may only be compensated if it is determined the issue is not an EOR E&O. Implementation of the solution often results in a construction contract modification through the execution of a Supplemental Agreement (SA), a Work Order (WO), or a Unilateral Payment (UP). The CEI negotiates additional cost and time required to implement the proposed solution with the Contractor. For each SA and WO, the CEI must determine the premium costs associated with resolving the project issue and perform an **Entitlement Analysis.**



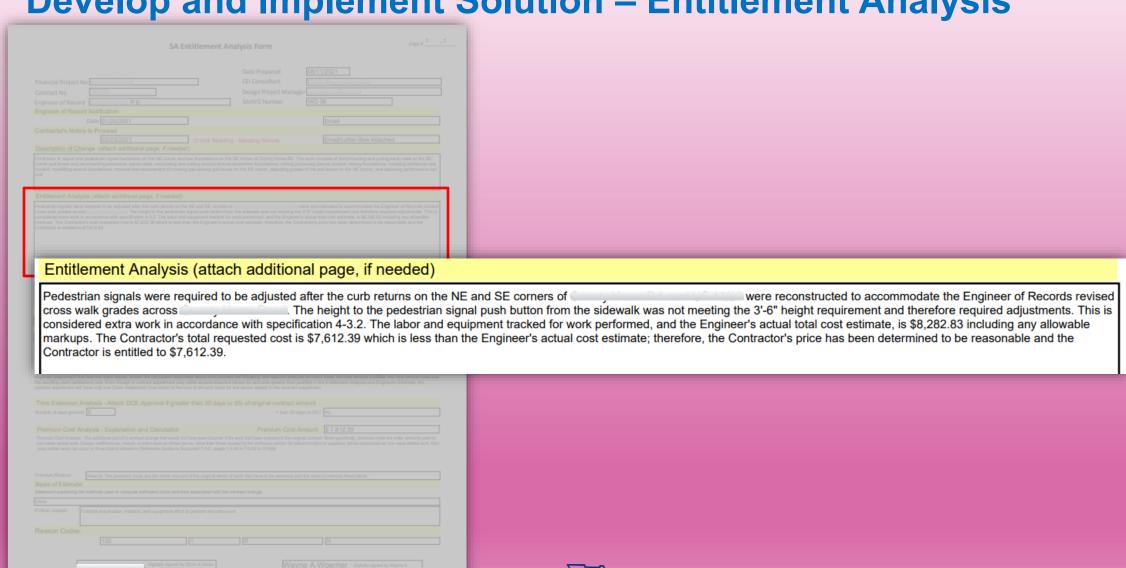
2.3 DEVELOP AND IMPLEMENT SOLUTION (3/3)

To ensure an accurate assessment of premium costs, the CEI should prepare the SA, WO, or UP with input from the CPM, OGC, and the Contractor. Topic No. 700-000-000, Construction Project Administration Manual (CPAM), Section 7.3, defines the Department's method to initiate, document, and execute SA, WO, and UP documents.

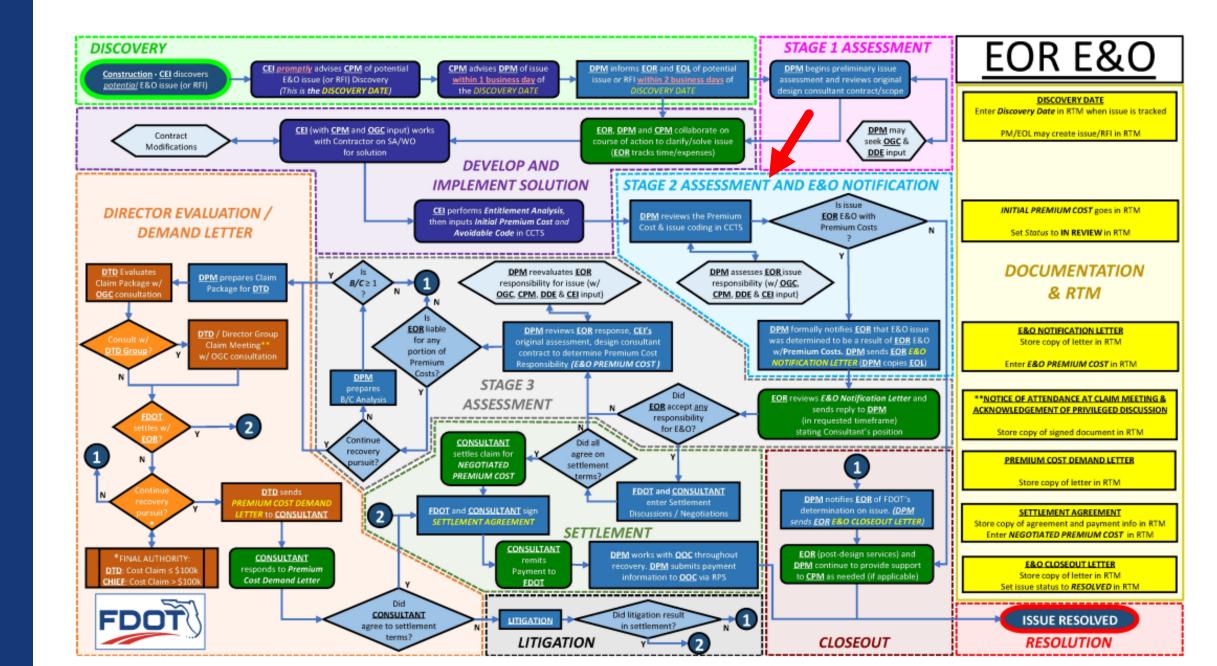
For each SA and WO, the CEI must enter the premium cost amount and assign the initial Avoidability Code in CCTS (with input from the CPM and DPM). For an explanation of the codes involved in a contract modification, see the attachment to Construction Project Administration Manual Section 7.3 on the State Construction Office website.

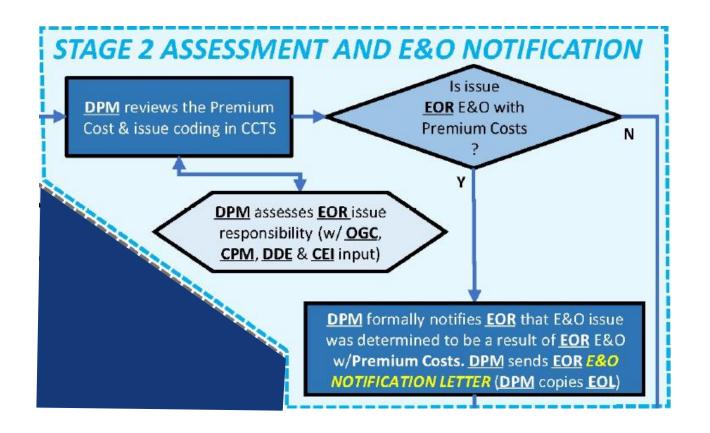


Develop and Implement Solution – Entitlement Analysis











2.4 STAGE 2 ASSESSMENT AND E&O NOTIFICATION (1/3)

The Stage 2 Assessment is the <code>DPM's in-depth assessment</code> of the project issue to determine what <code>degree of responsibility or liability the EOR</code> has for the issue and related premium costs. This assessment takes place <code>after contract modifications</code> have been made and <code>premium costs</code> have been calculated, and includes reviewing the following:

- Contract modification coding
- Entitlement Analysis
- Plans and specifications
- Consultant's original design contract and scope of services

- Relevant correspondence and projectspecific information
- Specific requirements or instructions the Department imposed on the EOR
- Department procedures standards and criteria in effect when the contract was executed

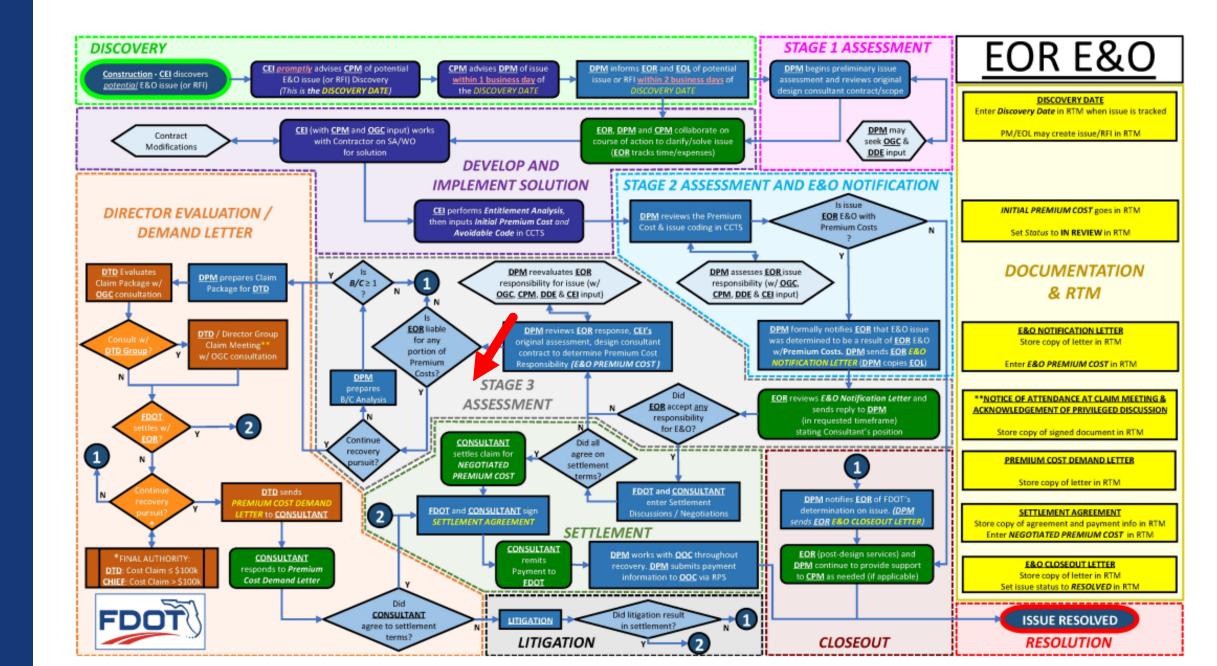
Discovery – E&O Notification Letter

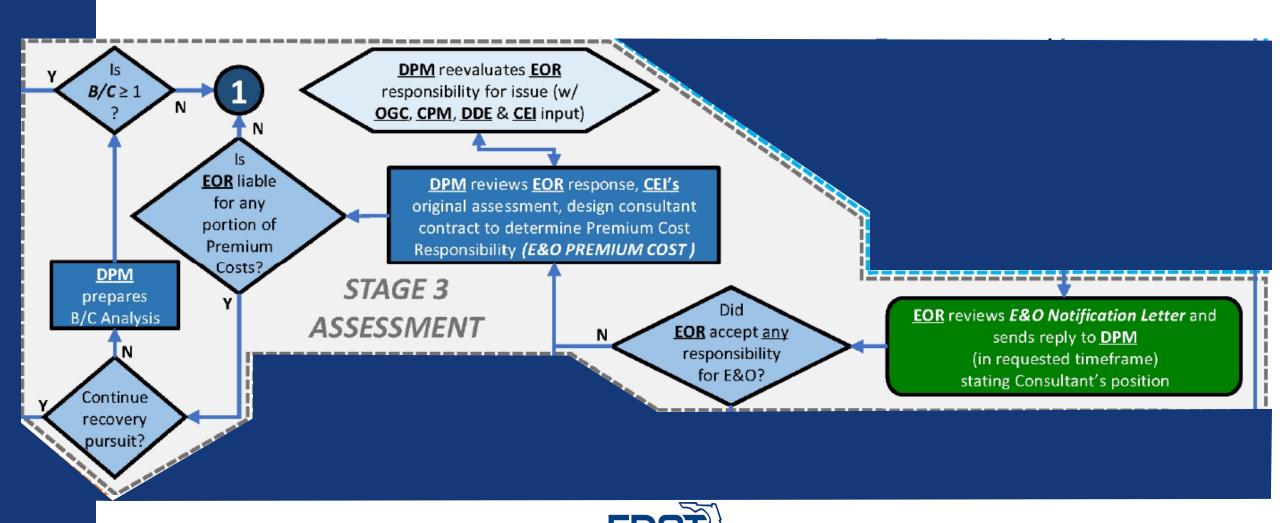
In preparing the referenced Supplemental Agreement, the Department determined that premium costs, as a result of your Errors and Omissions in the construction plans and contract documents, exist in the amount of \$87,785.81. These premium costs do not add value to the project and should have been avoided. Further, the Department intends to pursue recovery of these costs.

Please respond to this letter within 45 calendar days and state your position on the Department's assessment of costs and responsibility for the following:

SA-16: In order to address an error in the design of sheet pile wall RW-06, the Engineer of Record (EOR) modified and increased the lengths of the steel sheets as revised in Plan Revision No. 13. The direction to fabricate longer steel sheets was after the price of steel had increased from the original bid price. This revision to RW-06 resulted in a compensation to the contractor for 337.64 additional tons at a higher price than the one at the bid time.







2.5 STAGE 3 ASSESSMENT (1/4)

The Stage 3 Assessment is the DPM's final assessment of the project issue to conclude what degree of responsibility or liability the EOR has for premium costs.

The EOR's response to the **E&O Notification Letter** should state their position and provide any supporting documentation. The DPM, CPM and CEI should meet with the EOR to discuss the response to the **E&O Notification Letter** and gain a better understanding of the EOR's position. If the EOR accepts full or partial responsibility for the project issue, or agrees to discuss settlement, the Department and the EOR will begin settlement discussions and negotiations. For partial settlements, be careful not to compromise the Department's position on the balance of the issue.



2.5 STAGE 3 ASSESSMENT (2/4)

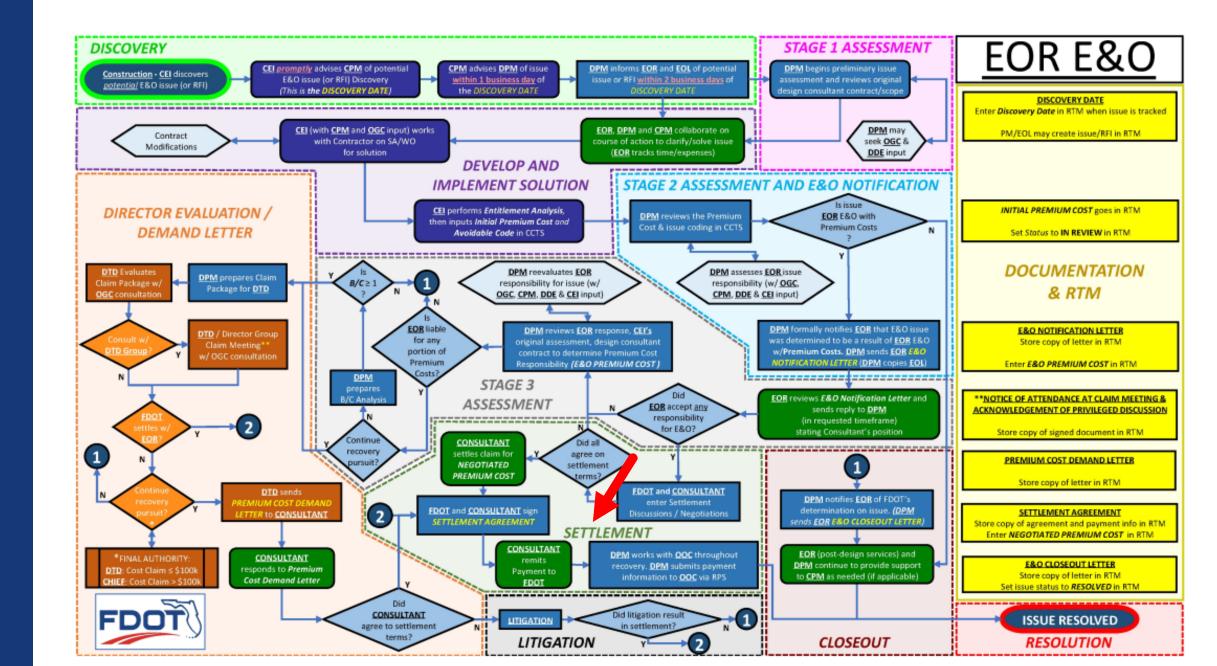
With consideration of the facts and information received from the EOR, the DPM will make a final determination of EOR E&O premium cost responsibility. When determining the premium cost responsibility, the following additional costs may be included:

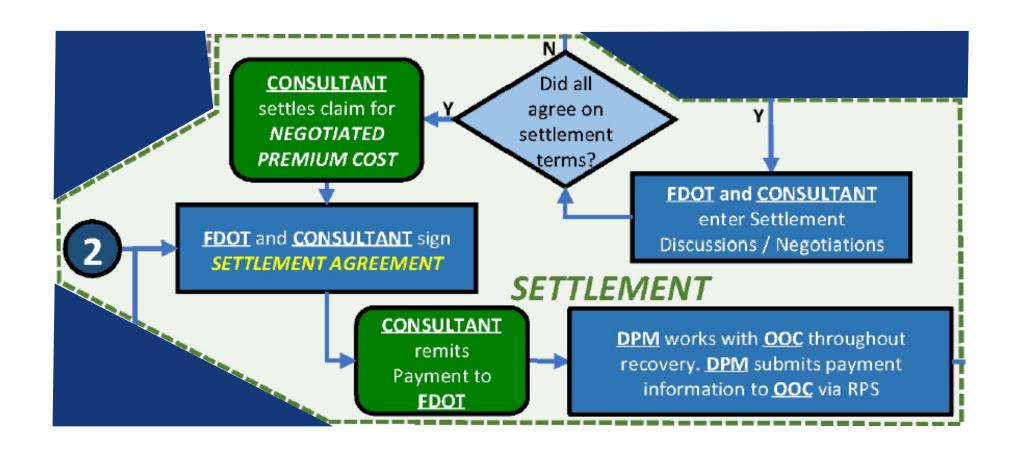
- Administrative costs incurred by the Department to process the SA, WO, or UP
- Additional CEI costs
- Any post-design services related to the project issue that were invoiced and paid prior to the determination that the issue was due to an EOR E&O.



2.5 STAGE 3 ASSESSMENT (4/4)

If the DPM determines that the project issue was not caused by an EOR E&O, or if the Department decides not to pursue recovery (supported by a B/C Analysis), the DPM will close the issue and document the project issue resolution in RTM. The DPM must also notify the EOR of the issue resolution using the E&O Closeout Letter. The Department may reopen the project issue, and reevaluate the EOR's premium cost responsibility, if new facts or information become available indicating an increased responsibility for the premium costs.







Settlement Agreement

SETTLEMENT AGREEMENT #1

THIS SETTLEMENT AGREEMENT (Agreement) is made by and between:
Engineering Inc. (FIRM) and the State of Florida, Department of Transportation (the "Department"). The Department and FIRM are collectively referred to in this Agreement as the "Parties."

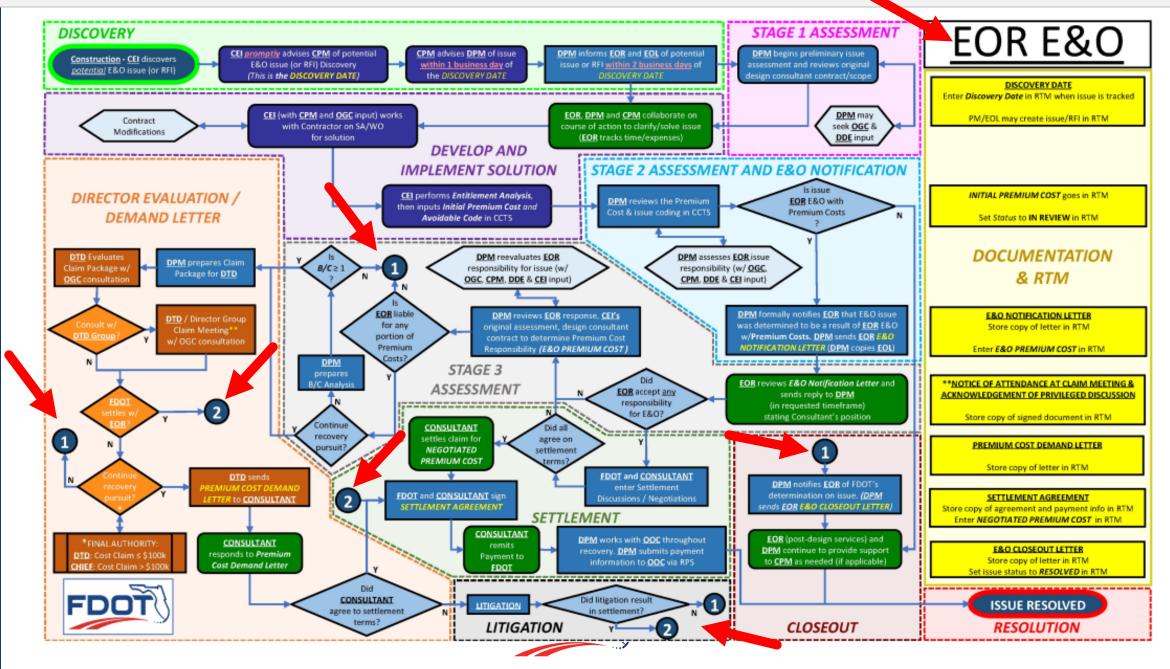
RECITALS

premium costs in the amount of five thousand six hundred thirty and "9700 dollars (\$5630) ("Settlement Amount") by check made payable to the State of Florida, Department of

Improve Safety, Enhance Mobility, Inspire Innovation
www.fdot.gov

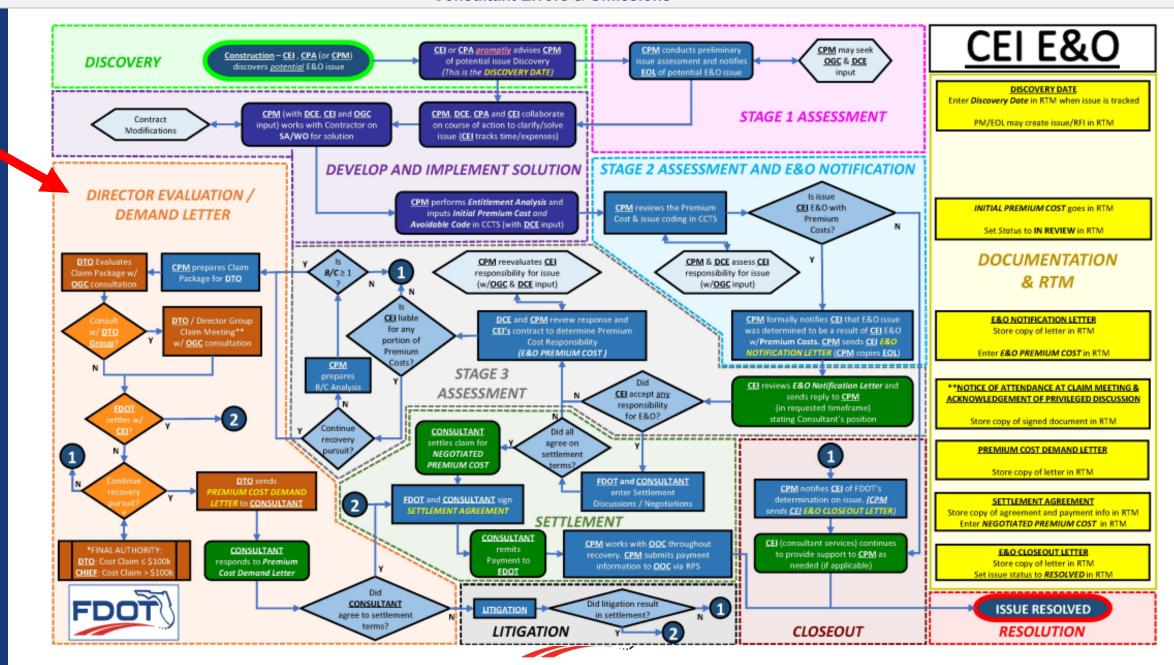


Consultant Errors & Omissions

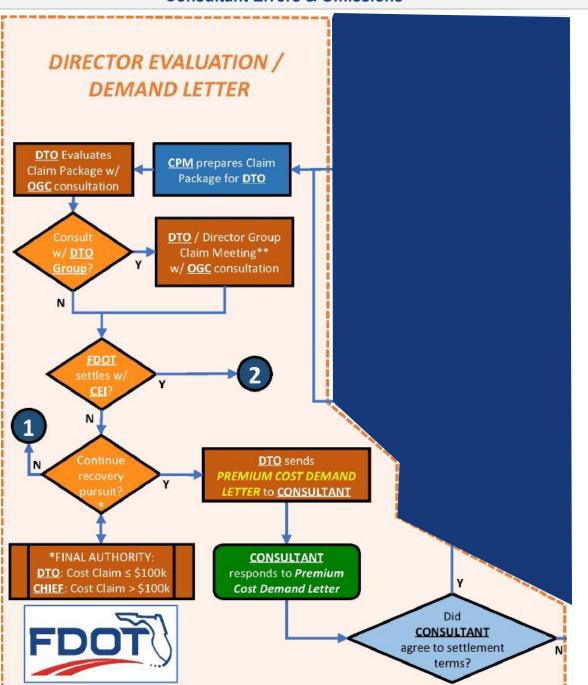


Consultant Errors & Omissions CEI E&O CEI or CPA promptly advises CPM **CPM** conducts preliminary **CPM** may seek Construction - CEI, CPA (or CPM) DISCOVERY of potential issue Discovery sue assessment and notifie OGC & DCE discovers potential E&O issue (This is the DISCOVERY DATE) EOL of potential E&O issu DISCOVERY DATE Enter Discovery Date in RTM when issue is tracked CPM (with DCE, CEI and OGC CPM, DCE, CPA and CEI collaborate STAGE 1 ASSESSMENT Contract PM/EOL may create issue/RFI in RTM input) works with Contractor on on course of action to clarify/solve Modifications SA/WO for solution issue (CEI tracks time/expenses) DEVELOP AND IMPLEMENT SOLUTION !! STAGE 2 ASSESSMENT AND E&O NOTIFICATION **DIRECTOR EVALUATION /** CPM performs Entitlement Analysis and CPM reviews the Premium CELE&O with INITIAL PREMIUM COST goes in RTM DEMAND LETTER inputs Initial Premium Cost and Cost & issue coding in CCTS Premium Avoidable Code in CCTS (with DCE input) Costs? Set Status to IN REVIEW in RTM **DOCUMENTATION DTO** Evaluates CPM reevaluates CEI CPM & DCE assess CEI CPM prepares Claim $B/C \ge 1$ responsibility for issue responsibility for issue Package for DTO & RTM (w/OGC & DCE input) (w/OGC input) CEI liable CPM formally notifies CEI that E&O issue DCE and CPM review response and E&O NOTIFICATION LETTER DTO / Director Group for any CEI's contract to determine Premium was determined to be a result of CEI E&O Store copy of letter in RTM Claim Meeting** portion of w/Premium Costs. CPM sends CEI E&O w/ OGC consultation Premium (E&O PREMIUM COST) NOTIFICATION LETTER (CPM copies EOL) Enter E&O PREMIUM COST in RTM Costs? STAGE 3 CEI reviews E&O Notification Letter and B/C Analysi **NOTICE OF ATTENDANCE AT CLAIM MEETING & **ASSESSMENT** CEI accept any sends reply to CPM ACKNOWLEDGEMENT OF PRIVILEGED DISCUSSION responsibility (in requested timeframe) for E&O? stating Consultant's position Store copy of signed document in RTM Continue CONSULTANT recovery settles claim for PREMIUM COST DEMAND LETTER NEGOTIATED settlement PREMIUM COST Store copy of letter in RTM FDOT and CONSULTANT DTO sends CPM notifies CEI of FDOT's enter Settlement FDOT and CONSULTANT sign determination on issue. (CPM SETTLEMENT AGREEMENT TTER to CONSULTANT Discussions / Negotiations SETTLEMENT AGREEMENT sends CELE&O CLOSEOUT LETTER) Store copy of agreement and payment info in RTM SETTLEMENT Enter NEGOTIATED PREMIUM COST in RTM CONSULTANT CEI (consultant services) continues CPM works with OOC throughout CONSULTANT *FINAL AUTHORITY: E&O CLOSEOUT LETTER to provide support to CPM as recovery. CPM submits payment Payment to DTO: Cost Claim ≤ \$100k responds to Premium Store copy of letter in RTM needed (if applicable) information to OOC via RPS CHIEF: Cost Claim > \$100 Cost Demand Letter FDOT Set issue status to RESOLVED in RTM CONSULTANT Did litigation result ISSUE RESOLVED LITIGATION agree to settlement LITIGATION CLOSEOUT RESOLUTION

Consultant Errors & Omissions



Consultant Errors & Omissions



4.1 DIRECTOR EVALUATION

The Department PM must provide the Director (or Designee) a Claim Package containing all pertinent supporting documentation for evaluation. For evaluation of the Claim Package, the Director may be assisted by a group of advisors (Director Group). The Director Group is typically made up of the following participants: Director, DPM, CPM, DDE, DCPME, and DCE. The Director should also consult the OGC and the EOL regarding the liability of the Consultant for the premium costs (Cost Claim).



4.2 CLAIM MEETING (1/2)

The Director should schedule a Claim Meeting with the Director Group and the Consultant to discuss resolution of the Cost Claim. If the Consultant declines to attend or participate in the Claim Meeting, then the Director may conduct the Claim Meeting without the Consultant.



4.2 CLAIM MEETING (2/2)

If attending the Claim Meeting the Consultant may include personnel, attorneys, consultants, and experts it deems necessary to represent its interests at the Claim Meeting. The Department, Consultant and their representatives must agree that all discussions, representations, and documents made and utilized in the Claim Meeting are deemed settlement discussions and therefore subject to applicable privileges set forth by law. Attendees must sign the Notice of Attendance at Claim Meeting and Acknowledgement of Privileged Discussions.



4.3 FINAL DETERMINATION (1/3)

If the Consultant does not participate in the Claim Meeting or does not reach a settlement with the Department as a result of the meeting, then the Department will make a determination on whether or not to pursue recovery of the Cost Claim. If the Cost Claim is \$100,000 or less, the Director has final decision authority for the resolution of all pending issues with the Consultant. If the Cost Claim is greater than \$100,000, the Director has initial authority to approve the proposed resolution, which is subject to approval by the Chief Engineer, who has final authority. The decision of the Chief Engineer is final.



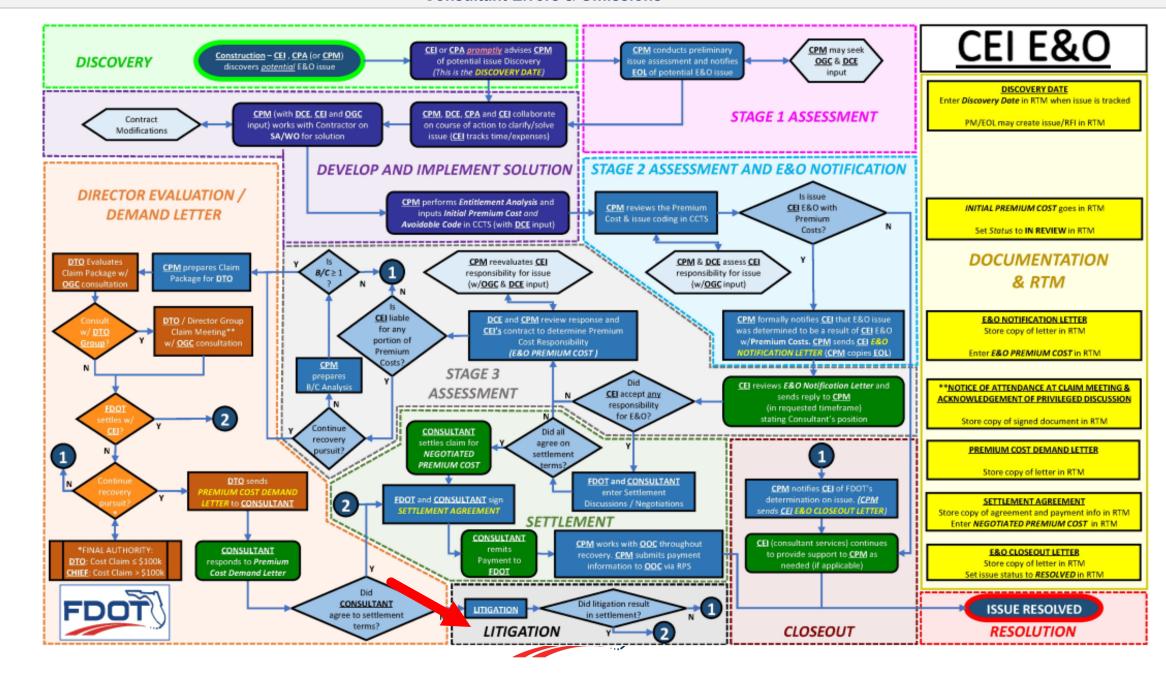


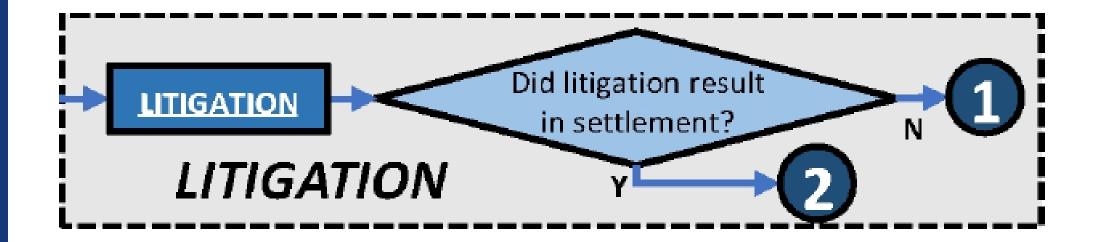
4.3 FINAL DETERMINATION (3/3)

The Consultant may resolve the Cost Claim by written acceptance of the terms of the Premium Costs Demand Letter within 15 calendar days of the date of the letter. If the Consultant accepts the terms within the 15-day period, the OGC will prepare a Settlement Agreement and oversee its execution. The Settlement Agreement must be signed by authorized representatives of the Department and the Consultant. The proposed resolution must resolve all pending issues and provide for a full release by both parties. Each party must bear its own attorney's fees and costs related to the resolution of the Cost Claim.



Consultant Errors & Omissions







6.1 RECEIVED PAYMENTS

The Department must collect moneys from Consultants in accordance with the following:

- Procedure No. <u>350-060-303</u> Accounts Receivable
- Procedure No. <u>350-080-300</u> Receipt Processing
- Federal Aid Policy Guide 23, C.F.R.

The Department PM must submit received payments to the Office of Comptroller (OOC), Cashier's Office via the Department's Receipt Processing System (RPS) in accordance with Procedure No. 350-080-300, Receipt Processing.



6.2 SERVICES IN KIND (1/3)

The Department may accept Services In-Kind (SIK) when requested by the Consultant, in lieu of money as restitution for damages caused by E&O. Such services must be equivalent to the value of the damages incurred by the Department and stipulated in a Settlement Agreement (describing the services to be provided, including the proposed consultant personnel and their compensation rates). SIK agreements must be completed, approved, and monitored in accordance with Procedure No. 350-060-303, Accounts Receivable. The Department PM must provide the Deputy Comptroller and the Accounts Receivable Section (ARS) a copy of the settlement agreement using the Reporting, Collection, and Cash Received (Services in Kind) letter (or through another means which conveys the same information as the letter).

Training

The Production Support Office, with assistance from the State Construction Office and the Office of General Counsel, will provide training in the application of this procedure.



E&O



Errors and Omissions

References, Support, & Issue Tracking

E&O





Website: Production Support Office

https://www.fdot.gov/designsupport

Production Support

Welcome to Production Support

The Production Support Office is one of 3 divisions under the Office of Design, along with Roadway Design and Structures Design. Our Office provides leadership, guidance and support for managing and delivering the design phase of projects. We assist designers, project managers, consultants and FDOT employees in meeting production schedules and delivering a quality design product. Our Program Areas include:

Americans with Disabilities/Accessibility (ADA)

Bulletins

CADD

Cost Savings Initiatives

Design Training

Electronic Review and Comment (ERC)

Landscape Architecture

Project Managemen

Scenic Highways

Value Engineering

Wildflower Program

State Production Support Office

The role of the FDOT State Production Support Office is to help District Designers and Project

Manage Support Office is to help District Designers and Project

Manage Support Office is to help District Designers and Project

Production Support Office

Office Manager

Paul Hiers, P.E.

State Production Support Engineer

605 Suwannee St Tallahassee, FL 32399

Tel: 850-414-4380 Fax: 850-414-479

Additional Contacts

Staff Directory

Office Resources

Divisions

Programs & Services

Meetings & Events

Most Requested

Consultant Errors & Omissions

Website: Project Management

https://www.fdot.gov/designsupport/pm/default.shtm



Project Management

Project Management is the application of knowledge, skills, tools and techniques to project activities to meet or exceed stakeholder needs and expectations for the project. The Project Management Section is responsible for coordinating with all offices under the Office of Design and throughout the Department to provide tools necessary to deliver quality projects on schedule, on budget. We develop and implement consistent and efficient Project Management practices for the delivery of safe transportation projects in Florida. Our mission is to preserve and improve the Florida Transportation System through consistent and efficient use of Project Management tools and Practices. We often hire Consultant Project Managers to help deliver the transportation Work Program as well.

Project Management Contacts

Employee	Responsible Area	Telephone
Robert Quigley	State Project Management Systems Engineer	(850) 414-4356
Ryan Buck	Scope of Services & Staff Hour Estimation, PM Training, PM Resource Page	(850) 414-4343
Brad Bradley	State ADA Coordinator, Errors and Omissions, Consultant Evaluations	(850) 414-4295
Andrew Gormley	Electronic Review Comment (ERC) System, Project Suite Enterprise Edition (PSEE)	(850) 414-4784
Lance Lankford	Design Technology Support, Design Web Page Support	(850) 414-4894
Gabriella Perlis	PM Resource Page, PM Training	(850) 414-4787
<u>Deidra Jones</u>	PM Training, PM Resource Page	(850) 414-4197

Consultant Evaluation

The Department contracts with consultants to provide a variety of services. The Consultant Evaluation Process provides the Department with a means of evaluating the work performance of those consultants. For all professional services contracts, the consultant's work performance for each advertised major type of work must be evaluated by the Department's project manager. The consultant for each contract will be evaluated in the following areas: Schedule, Management, Quality & Constructability (for those contracts that produce construction plans).



The Department employs professional consulting engineers to provide design engineering and construction engineering and inspection serving

Website: Errors & Omissions

https://www.fdot.gov/designsupport/pm/EandO

Errors and Omissions

The Department's Procedure Number 375-020-010 Department of Department's Procedure Number 375-020-010 Department of Department's Procedure Number 375-020-010 Department of Department's De

Districts track resolution of E&O issues using the **Resolution Tracking Module (RTM) of ProjectSuite Enterprise Edition (PSEE)**, which is an internal FDOT application. Districts also have Errors and Omissions Liaison Contacts to assist project managers with E&O issues. See the list below.

Errors and Omissions Liaisons

District	Contact	Telephone	
СО	<u>Brad Bradley</u>	850-414-4295	



Errors & Omissions Guidelines and Forms (1/8)

<u>https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/designsupport/pmresources/fdot-eando-guidelines.pdf?sfvrsn=f8b57eb8_4</u>

Revised 1/11/20223/23/2023

ERRORS & OMISSIONS GUIDELINES AND FORMS



Errors & Omissions Guidelines and Forms (2/8)

Introduction

Procedural Guidance

- 1. General
- 1.1 E&O Process Overview
- 1.2 Tracking and Documentation



2. Design Consultant (EOR) Errors and Omissions

- 2.1 Discovery
- 2.2 Stage 1 Assessment
- 2.3 Develop / Implement Solution
- 2.4 Stage 2 Assessment and E&O Notification
- 2.5 Stage 3 Assessment
- 2.6 Settlement

Errors & Omissions Guidelines and Forms (3/8)

Introduction

Procedural Guidance

- 3. CEI Consultant Errors & Omissions 4. Director Level
- 3.1 Discovery
- 3.2 Stage 1 Assessment
- 3.3 Develop / Implement Solution
- 3.4 Stage 2 Assessment / E&O Notification
- 3.5 Stage 3 Assessment
- 3.6 Settlement

- 4.1 Director Evaluation
- 4.2 Claim Meeting
- 4.3 Final Determination
- 5. Litigation
- 6. Recovered Amounts
- 6.1 Received Payments
- 6.2 Services In Kind
- 6.3 Tracking Recovery



Errors & Omissions Guidelines and Forms (4/8)

- **Appendix A Definitions**
- **Appendix B Florida Law & Federal Guidance**
- Appendix C Guidelines for Accepting Services In Kind In Lieu of Payment for Claims Against Consultants
- **Appendix D Benefit/Cost Analysis Guidelines**
- **Appendix E Settlement Agreements**
- **Appendix F Tolling Agreements**
- **Appendix G Samples/Templates**



Errors & Omissions Guidelines and Forms (5/8)

Appendix G – Samples/Templates

G1 – RFI/Early Notification Email from Project Manager to EOR

G2 – E&O Notification Letter

G3 – Premium Cost Demand Letter

G4 – Claims Meeting Attendance and Privileged Discussion Acknowledgement

G5 – Errors and Omissions (E&O) Resolution/Close-Out Letter

G6 – Funds Recovery Assistance Letter

G7 – Request Assistance toRecover/Track Series of Payments Letter

G8 – Services In-Kind Letter

G9 – Settlement Agreement Letter

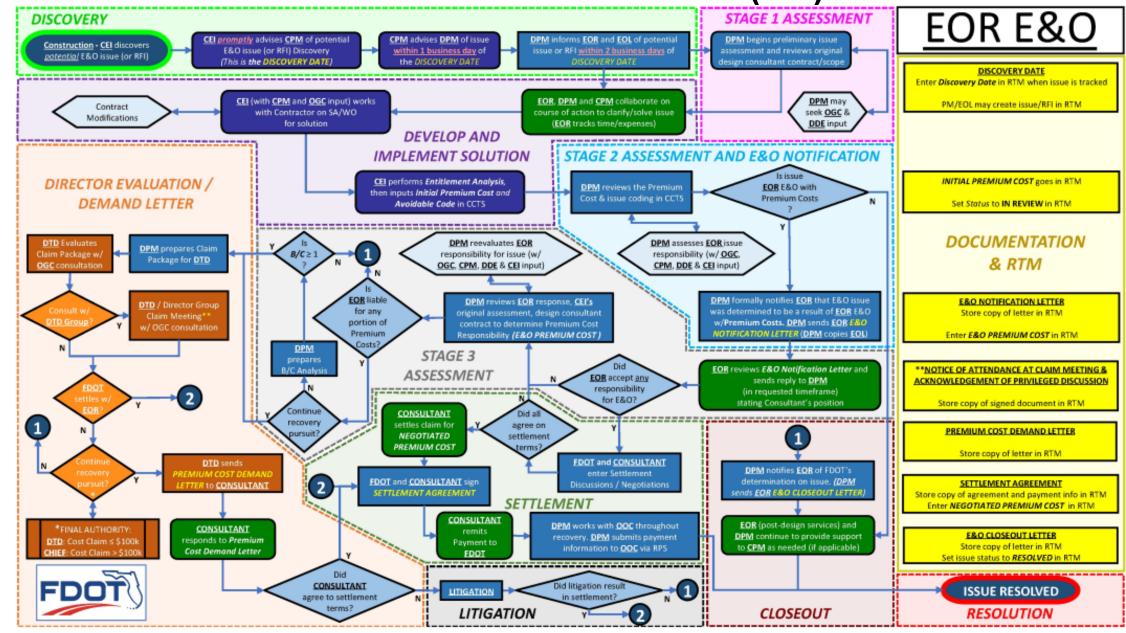




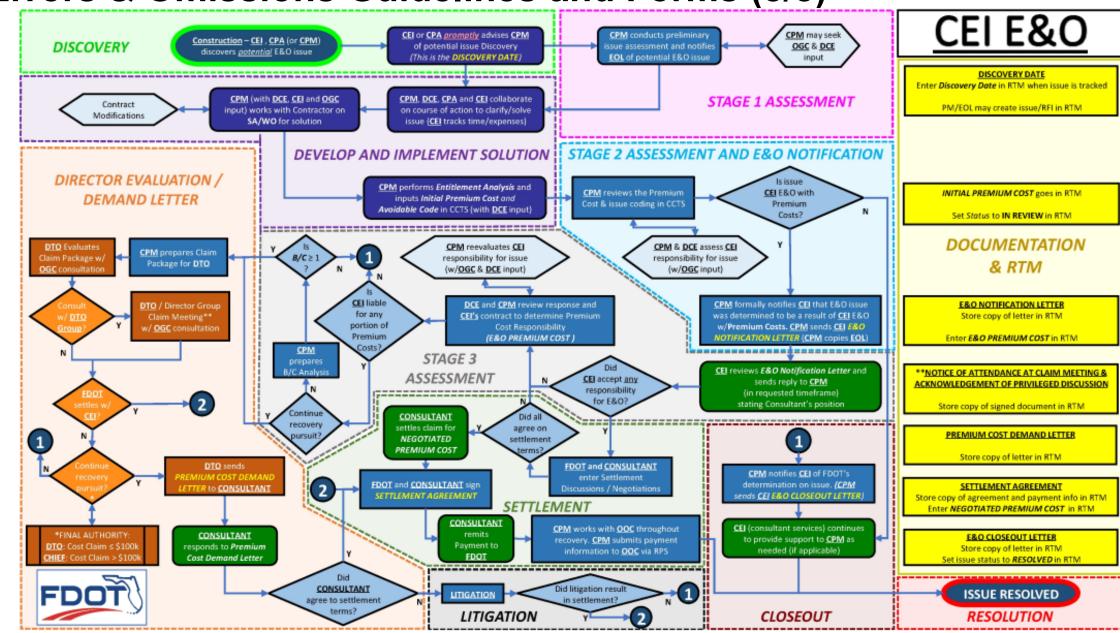
Errors & Omissions Guidelines and Forms (6/8) Appendix H – Process Flowcharts



Errors & Omissions Guidelines and Forms (7/8)



Errors & Omissions Guidelines and Forms (8/8)



Project Suite Enterprise Edition (PSEE)

Accessing PSEE

- #1 Bookmark Address
- **#2** FDOT Employee Portal (e.g. InfoNET)
- #3 Browser Search



ProjectSuite Enterprise Edition

User: Brad Bradley a

Go To Project

	-88
-	100

DASHBOARD

PROJECT

SEARCH

MONTHLY SCHEDULE UPDATE

CREATE A **PROJECT**

ASSIGNMENTS

RUN REPORTS CHANGE REQUEST

UTILITIES

PS&E **PACKAGES**

HELP

Welcome to ProjectSuite. You can find a Project by entering the Item Number and Item Segment in the textboxes above. Read Getting Started to help get you started.

http://fdotwp2.dot.state.fl.us/ProjectSuiteEnterpriseEdition/Pages/Home/ Home.aspx



Project Suite Enterprise Edition (PSEE)

Accessing PSEE

#1 – Bookmark Address

#2 – FDOT Employee Portal (i.e. InfoNET)

#3 - Browser Search











MAPS AND DATA V

SITES V

SECRETARY'S CORNER V

FDOT.GOV OUTLOOK WEB

☆ Not following













FDOT Human Resources is announcing the launch of the new FDOT HRO SharePoint Site. Visit the new site for more information on New Employee Onboarding, Benefits, Retirement, and more.



Use FL511 this Holiday Season

Traveling this holiday season? Visit FL511.com or download the mobile app for the latest traffic information.



Vacant and Advertised Positions Report

Introducing a new way to advance your career at FDOT! We are excited to announce the new FDOT Vacant and Advertised Positions Dashboard . You can easily find...



Other Agency News

Providing timely responses to inquiries from the press, government officials, and the public is a crucial function of the Florida Department of Transportation. You can...



Central Office



District 1



District 2



District 3



District 4 - VPN



District 5



District 6



District 7



Florida's Turnpike

* A"VPN" label has been added next to any links that still require VPN to access.

Select an image tile below to view additional options:















Employee Portal @MyFDOT номе

AGENCY RESOURCES 🗸

DIRECTORY V

MAPS AND DATA V

SITES ~

SECRETARY'S CORNER V

FDOT.GOV

OUTLOOK WEB















EMPLOYMENT - Human Resources, Recruitment, Benefits, Payroll, People...

Select an image tile below to view additional options:



TECHNOLOGY - App/Web Development, E-Mail and File Sharing,...



TRAINING - Multimedia, Training for Employees and Consultants, In the...



EXECUTIVE OFFICES - OGC, OIG, Chief of Staff, Communications



Florida's Turnpike

* A"VPN" label has been added next to any links that still require VPN to access.

Events

See all

+ Add event



Daylight Savings Time Begins (2023) Sun, Mar 12, All day



Public Service Recognition Week 2023 Sun, May 7, All day



Memorial Day Mon, May 29, All day



Independence Day Tue, Jul 4, All day



Labor Day Mon, Sep 4, All day



BUSINESS - Travel, Purchasing Cards, State Contracts, Work Activity Codes



E-FORMS - AARF/IRR, Correspondence (JustFOIA), Public Meeting Notices,...

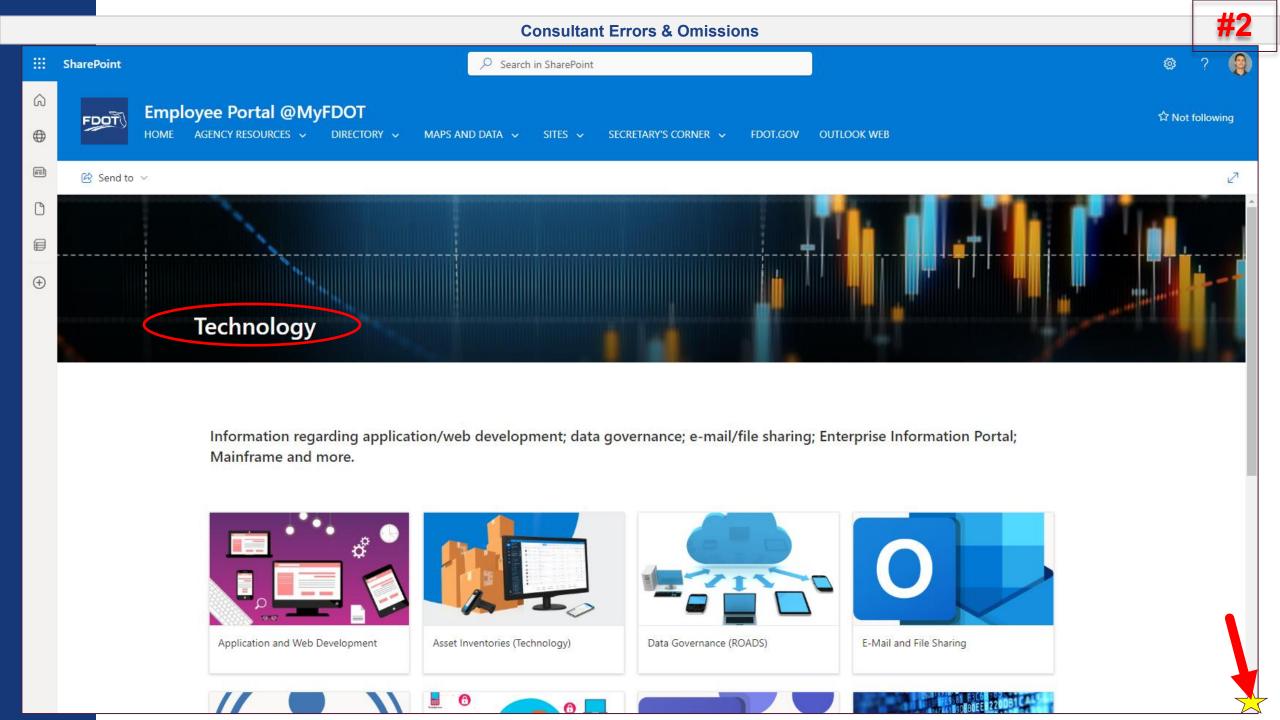


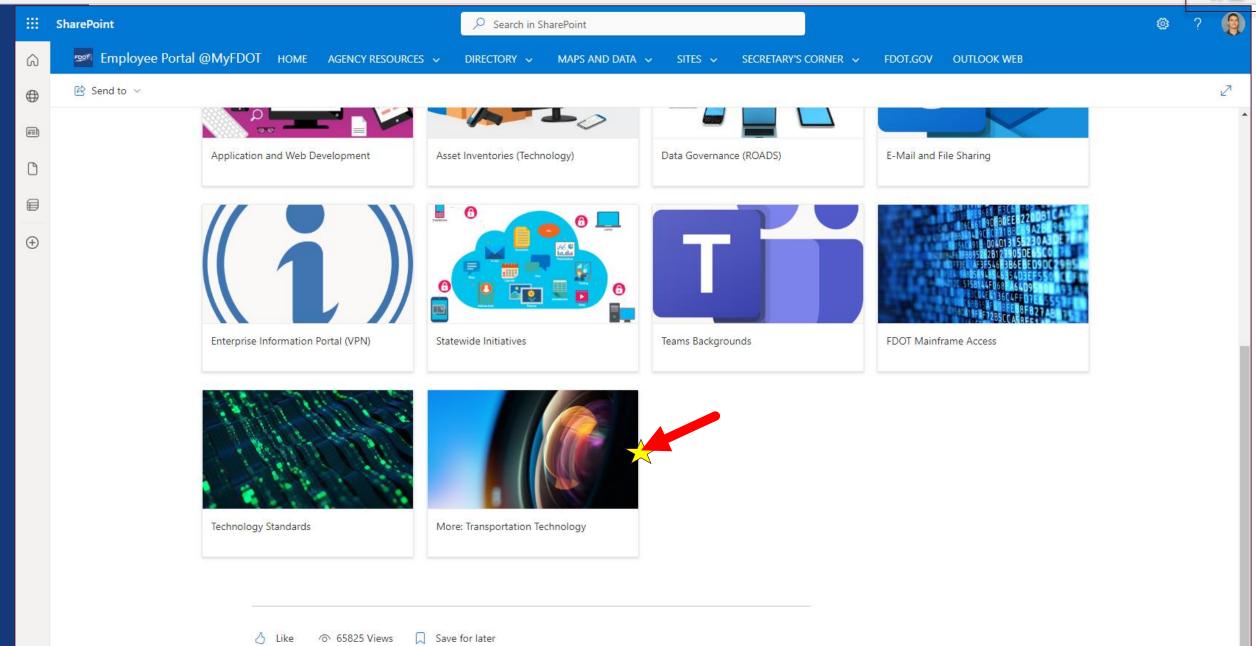
LEGAL - Claims, Administrative Codes, Florida Statutes, Public Records

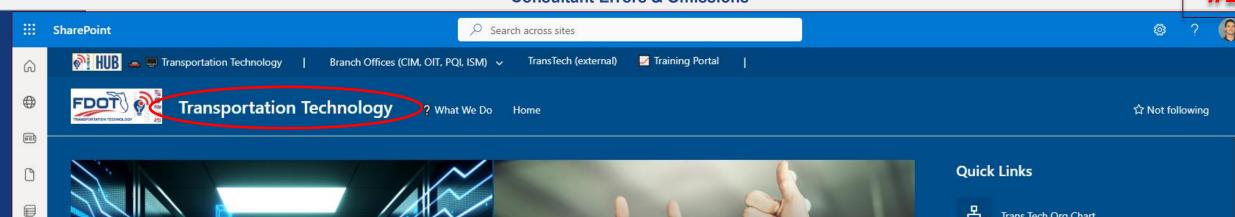


LEGISLATIVE - Current Legislation, Legislative Overview, State Senators a...

DISCLAIMER: Information that is submitted to the Florida Department of Transportation is open for personal inspection and copying by any person in accordance with Chapter 119, Florida Statutes (F.S.). For general inquiries, please contact the Communications Office at fdot-employeeportal@dot.state.fl.us. For technical issues, please contact the FDOT Service Desk at 866-955-HELP (4357), FDOTServiceDesk@dot.state.fl.us, or https://fldot.sharepoint.com/sites/FDOT-OIS/FDOTServiceDesk/. Service Desk Hours are Monday to Friday 7:00 a.m. to 5:30 p.m. (EST)











0

Do you have a technology-related idea or need?

- Does your office need to automate its business processes?
- Do you need data represented in a geographic information system?
- Do you need to simplify reporting from enterprise data?
- Would the Department save time and money if your manual training courses were converted to computer based training?



Questions?

For inquiries about this SharePoint site and to report broken links, please email the Process & Quality Improvement Team.

For technical issues, please contact the FDOT Service Desk at <u>FDOTServiceDesk@dot.state.fl.us</u> or by phone at (866) 955-4357.

Enterprise Applications | Data updated 3/7/23 V















Welcome to reports in Power BI Take a tour, and we'll show you how to get around.

Search

Search

Q

1

Search Acronym

Search Application Name

Q Search

Search Owner Office

Search Description

Q Search

Application Name	Acronym	Description	URL	Owner Office	Functional Coordinator	Ent Data Steward
AASHTOWARE Bridge Rating	BRR	This is a purchased application with department	https://dotaccess.state.fl.us/vpn/index.html	Maintenance	DeVault, Andrew	Fairchild, David
AASHTOWARE Project Bids-Electronic Bidd	PRB	AASHTOWare Project Bids (PrB) application is u	https://dotaccess.state.fl.us	Contracts Administration	Rezazadeh, A. Mirza	VanLandingham, Roge
AASHTOWare Project Construction (Web)	PRC	AASHTOWare Project Construction (PRC) is par	https://webtrnsport.dot.state.fl.us:7000	Construction	Tillman, Quinton	Carlquist, Taylor
AASHTOWARE Project Preconstruction	WTP/PRP	The AASHTOWare Project Preconstruction (WT	https://fdotwp1.dot.state.fl.us/wTWebgat	Contracts Administration	Hutchison, Deanna	VanLandingham, Roge
Accounts Receivable Invoicing	ARI	Accounts Receivable Invoicing application perfor	http://tlhost01.dot.state.fl.us/bluezone/F	Comptroller	Hsich, Timothy	Talbot, Chris
Active Construction Projects		This map shows all active construction contracts	https://data.fdot.gov/road/projects/	Construction	Causseaux, Jared	Nowak, Ana E.
Adopt A Highway	AAH	Web-based application to facilitate the adoption \dots	https://fdotewp1.dot.state.fl.us/adoptahig	Maintenance	Soto, Michael J.	Fairchild, David
Adoption and Sponsorship Programs	AASP	Web-based application to facilitate the adoption \dots	https://aasptest.dot.state.fl.us/	Maintenance		Fairchild, David
Aerial Photo LookUp System	APLUS	Web based GIS application for search and down	$\underline{https://fdotewp1.dot.state.fl.us/AerialPho}$	Geographic Informatio	Causseaux, Jared	Nowak, Ana E.
APL List and Pay Item Projects GIS Dashbo	APL	This dashboard contains statewide data about th	https://gis.fdot.gov/arcgisportal/home/ite	Program Management	Byram, Karen	Byram, Karen
Arculus	ARC	Arculus is an FDOT-created set of APIs, secured	https://portal.arc.fdot.gov/	Information Technology	Mallette, John	Schwinn, Stephanie
Asset Maintenance Scope	AMS	The Asset Maintenance Scope (AMS) applicatio	https://fdotwp2.dot.state.fl.us/assetmaint	Maintenance	Ducher, Jean	Fairchild, David
Automated Access Request Form	AARF	Web based application to automate computer se	http://fdotwp2.dot.state.fl.us/automateda	Information Technology	Lindsay, Ann Marie	Schwinn, Stephanie
Aviation Dashboard		This dashboard provides freight and passenger i $% \left\{ $	https://fdot.maps.arcgis.com/home/item	Transportation Data a	O'Rourke, Paul	Gordon, Joey
Award Nomination and Review	ANR	Award Nomination and Review system streamlin	$\underline{https://fdotewp2.dot.state.fl.us/AwardNo}$	Administration	Watt, Tamieka	Watt, Tamieka
Axon Data Governance	AXON	Axon Data Governance is the collaboration hub \dots	https://axon.dot.state.fl.us/	Information Technology	Plymale, Kirby	Schwinn, Stephanie
Bicycle Friendly Roads		This map displays a variety of bicycle friendly ro	https://data.fdot.gov/road/BikePed/	Roadway Design	Causseaux, Jared	Nowak, Ana E.
Bid Express	BidX	Bid Express is a hosted application for transmitti	https://www.bidx.com/	Contracts Administration	Rezazadeh, A. Mirza	VanLandingham, Roge
DOLL OF A P. P.	DL A	DIA 111 1 15 15 15 15 15 15 15 15 15 15 15	LO DELL ALLEL A L'EDIN OL		B 11 4 M	V 1 P 1 D

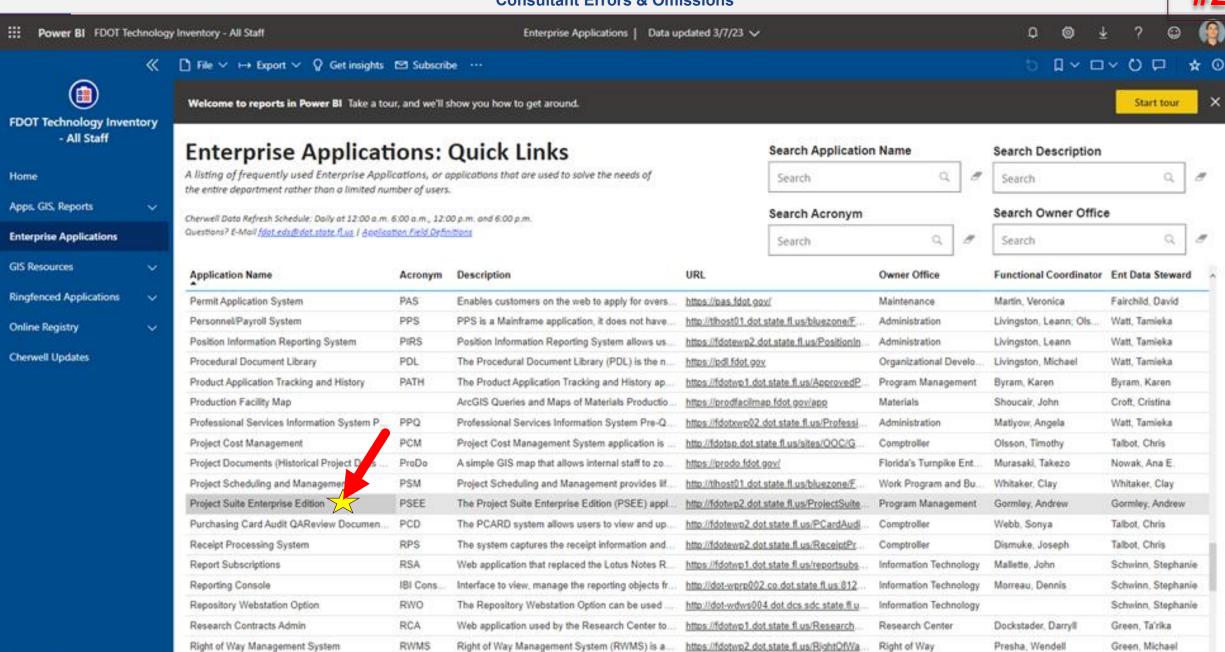


← Go back

+ 110%

+ 110%

Consultant Errors & Omissions



Phi die Pass

← Go back

Project Suite Enterprise Edition (PSEE)

Accessing PSEE

- #1 Bookmark Address
- #2 FDOT Employee Portal (e.g. InfoNET)
- #3 Browser Search







FDOT.gov



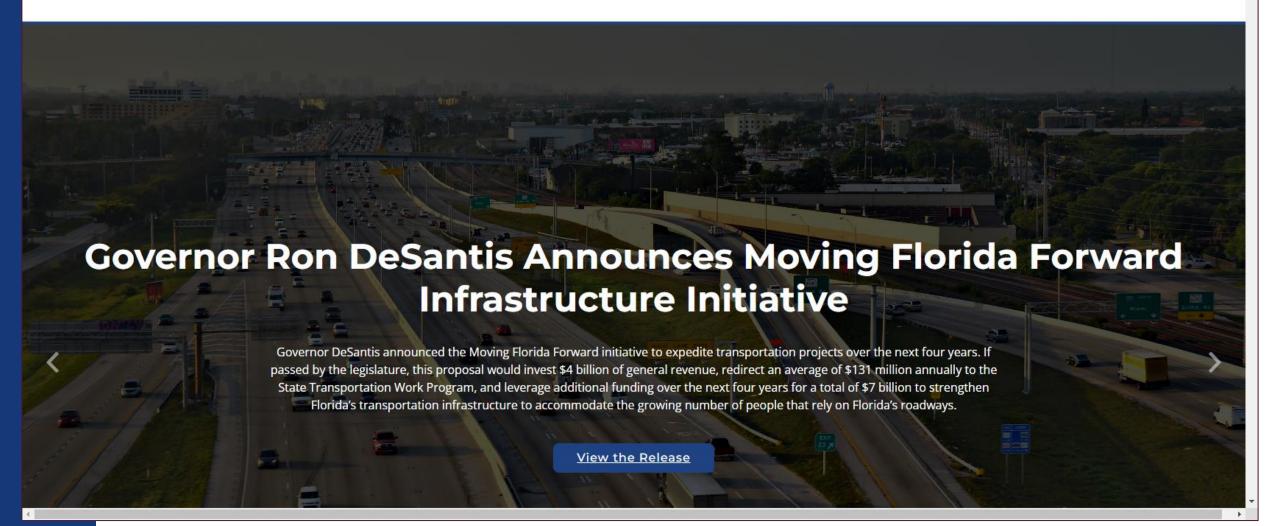
























Home

66 search results for *psee*

Instructions-Setup-PSEE-Delegates

Instructions-Setup-**PSEE**-Delegates, How to Set-up **PSEE** Delegates 1. Click the User Profile icon after your name, at the top right corner 2. Click the Delegates tab to expand the view 3. Type the delegate's name and select it when it populates a. NOTE: If the user's name doesn't appear, it's likely they do not have an active RACF id (aka KN#) i. Contact the Victoria Wilson (Planning) or Kim Hatcher (Design) to have one established or reactivated 4. Once selected, the system automatically adds that person as your delegate

 $\frac{https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/content/designsupport/districts/d3/files/instructions-setup-psee-delegates.pdf?}{sfvrsn=63b18fa6}$

PSEEScheduleUpdate

PSEEScheduleUpdate

https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/designsupport/districts/d4/kbfiles/pseescheduleupdate.xlsm?sfvrsn=9b24f4ea_2

PSEE Utility Module overview for UAO users

Gmail Images

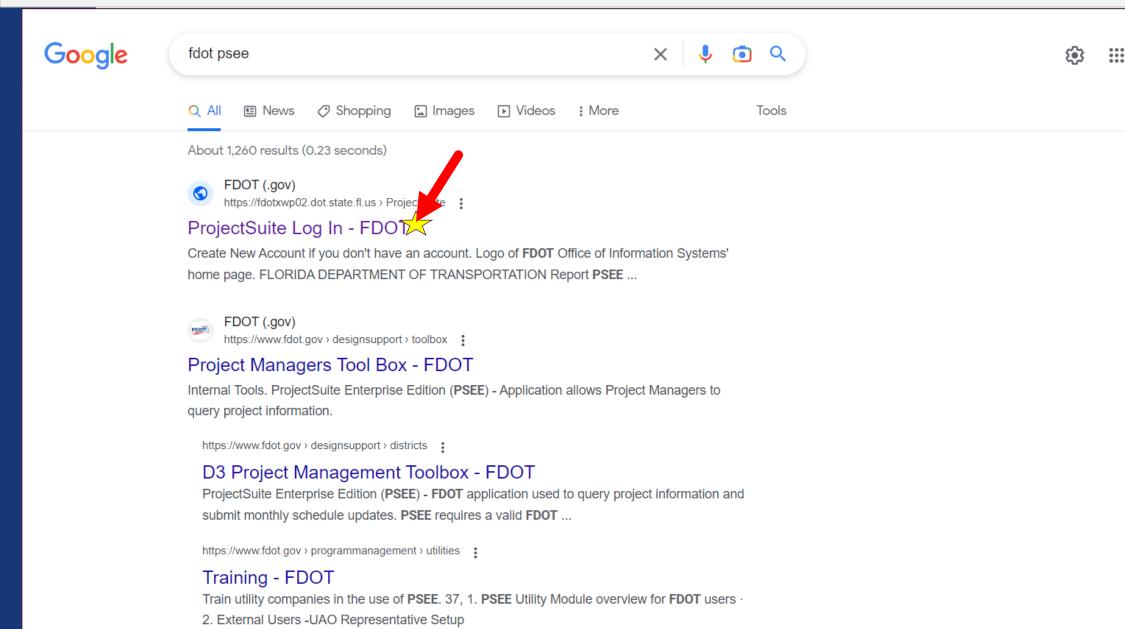


O fdot psee



Sign in

Consultant Errors & Omissions



Microsoft .NET



ProjectSuite Enterprise Edition

By logging on to a FDOT system, you acknowledge and consent to the following: It is your responsibility to comply with all laws, rules, directives, policies and procedures related to the use and security of Information Technology resources. All communications and data transiting, traveling to or from, or stored on this system will be monitored. You consent to the unrestricted monitoring, interception, recording, and searching of all communications and data transiting, traveling to or from, or stored on this system at any time and for any purpose by Florida Department of Transportation and by any person or entity, including government entities, authorized by Florida Department of Transportation. You also consent to the unrestricted disclosure of all communications and data transiting, traveling to or from, or stored on this system at any time and for any purpose to any person or entity, including government entities, authorized by the Florida Department of Transportation. You are acknowledging that you have no reasonable expectation of privacy regarding your use of this system. The data exchanged on this system may be subject to Florida's broad public records laws which require public disclosure of such information unless exempted by law. These acknowledgments and consents cover all use of the system, including work-related use and personal use without exception.



Enter RACF credentials here! (Resource Access Control Facility)

If you are an FDOT staff or a Consultant with an FDOT RACF User ID (Mainframe ID), please use your RACF ID to login to the PSEE application. If you are a Utility Agency/Owner (UAO) user that does not have a RACF User ID (Mainframe ID), please use your Internet Subscriber Account (ISA) which uses an email address to login to the PSEE application. If you don't have an ISA account, click below to create a new one.

This is the PSEE TEST SITE - for Production click here



User: Brad Bradley 🚨

Go To Project

DASHBOARD

PROJECT

SEARCH

MONTHLY SCHEDULE UPDATE

TLY ULE TF

CREATE A PROJECT MY ASSIGNMENTS RUN REPORTS CHANGE REQUEST LIST

UTILITIES

PS&E PACKAGES

HELP

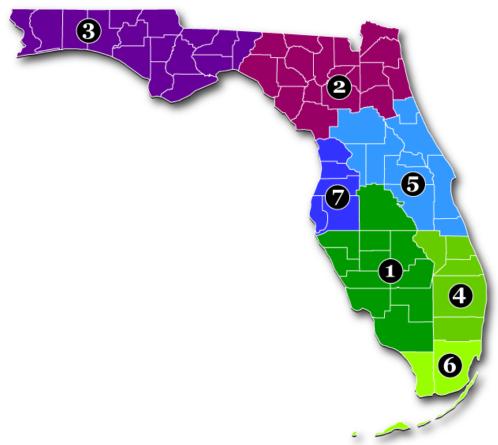
Welcome to ProjectSuite. You can find a Project by entering the Item Number and Item Segment in the textboxes above. Read <u>Getting Started</u> to help get you started.



Project Suite Enterprise Edition (PSEE)

Resolution Tracking Module

Existing District Project





This is the PSEE TEST SITE - for Production click here

ProjectSuite Enterprise Edition

User: Brad Bradley 🙎



DASHBOARD

PROJECT

SEARCH

MONTHLY SCHEDULE UPDATE

CREATE A PROJECT

MY ASSIGNMENTS

RUN REPORTS CHANGE REQUEST LIST

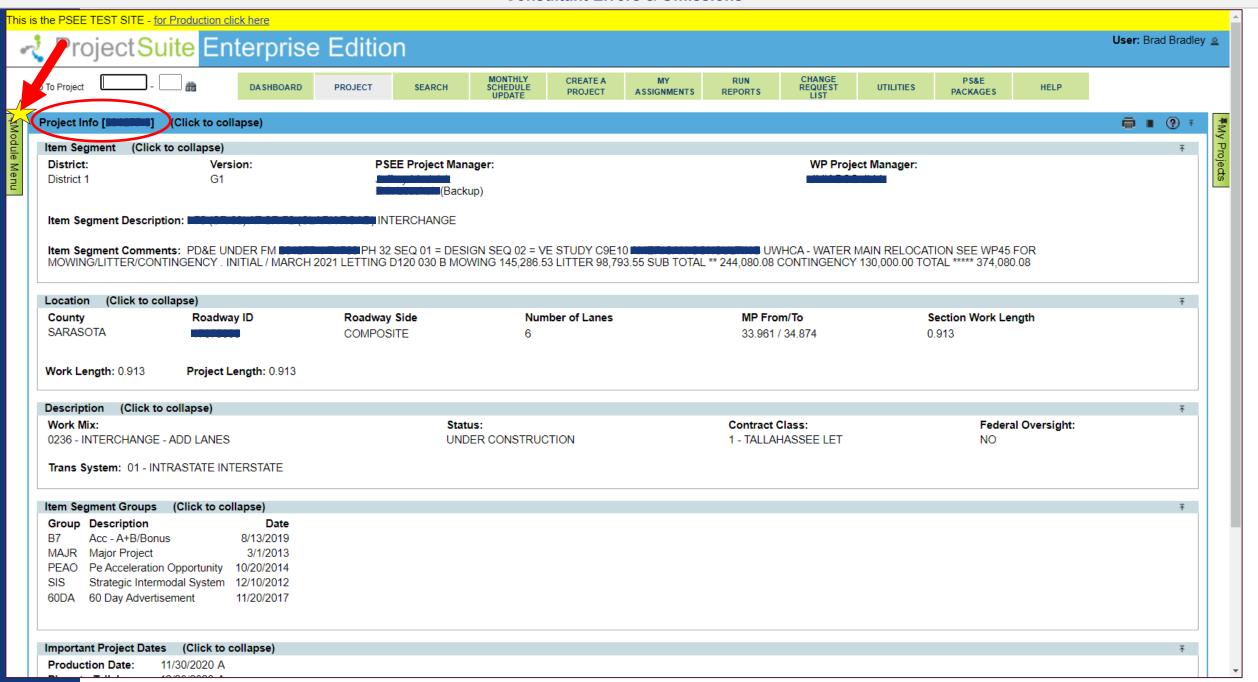
UTILITIES

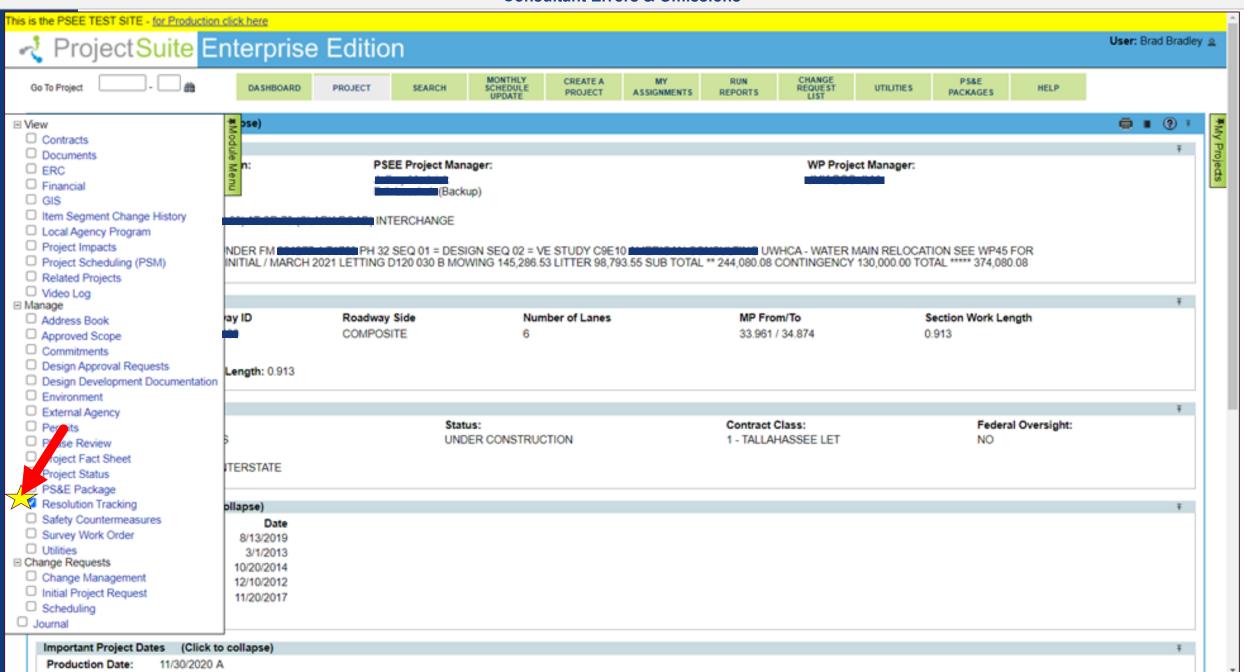
PS&E **PACKAGES**

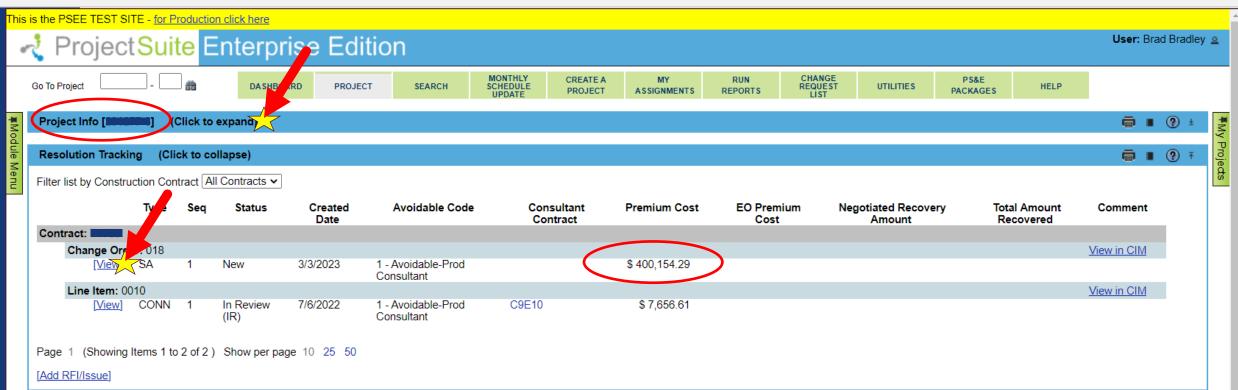
HELP

Welcome to ProjectSuite. You can find a Niect by entering the Item Number and Item Segment in the textboxes above. Read Getting Started to help get you started.

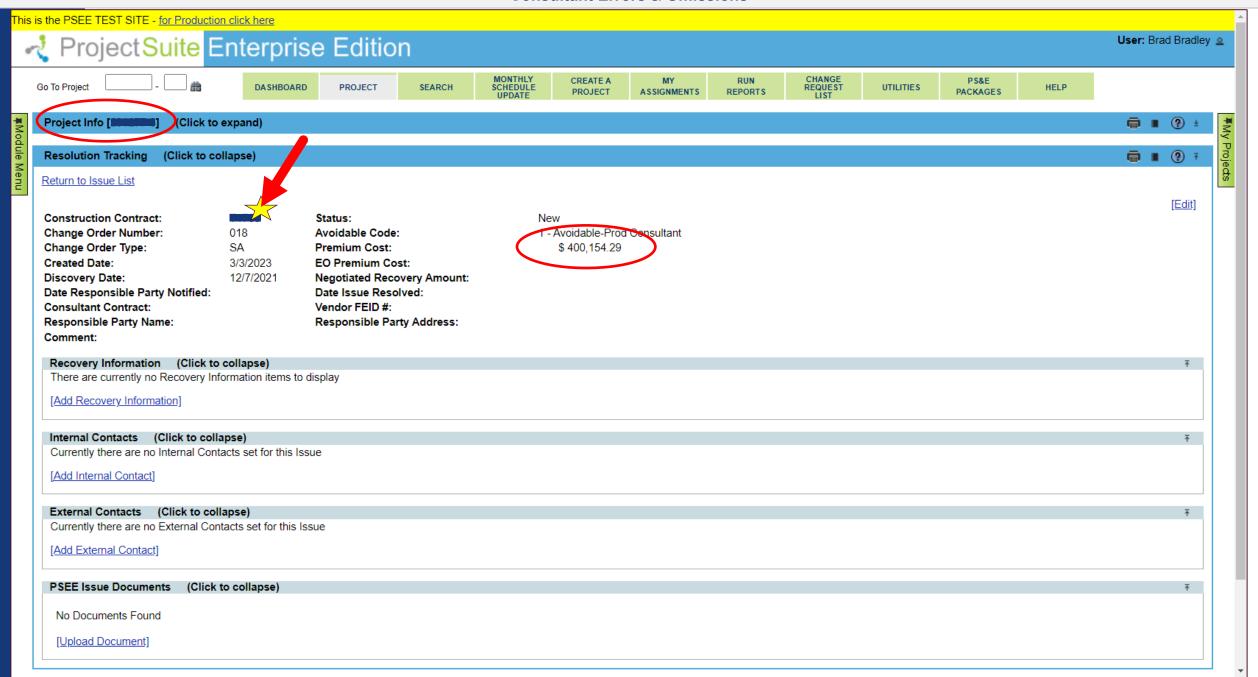














Contract Detail

<u>Help</u>

Contract Search e-Document Search DocuSign Search Position Information Search Position Description Search Search Financial Search GIS Enterprise View Multimedia Search (DOTube) Project Search Vendor Search

Refine Search							
Contract Base Information							
Contract	Туре		Status	S		Status Date	Financial
Total	CONSTRUCTION CONTRACTS	S	EXEC	CUTED CONTRACTS		5/21/2021	\$
Vendor Number	Vendor Name	Vendor Name			Managing District		Source
<u> </u>					DIGITALO I DI INTON		SIM
Dates							
Advertised	Awarded	Begin	End	Executed	Letting	Notice	To Proceed

Dates						
Advertised	Awarded	Begin	End	Executed	Letting	Notice To Proceed
1/29/2021	5/4/2021	5/20/2021	1/25/2023	5/20/2021	3/31/2021	6/17/2021
Time Begin	Work Begin	Estimated Completion	Work Completed	Conditional Acceptance	Final Acceptance	Final Payment
10/15/2021	10/15/2021	12/14/2023				

Days		
Awarded Contract Days	Charged Days	Present Contract Days
615	493	791

Amounts		
Official Estimate Amount	Original Amount	Current Amount
\$53,987,305.69	\$52,688,829.00	\$55,060,338.82

Project	Phase	Location / Description	Managing District	Financial	Estimates
	CONST CONTRACT	INTERCHANGE	DISTRICT 1 - BARTOW	\$	

Project(s)

T1783	CONSTRUCTION CONTRACTS	EXECUTED CONTRACTS	5/21/2021	\$
Vendor Number	Vendor Name	Managing District	Documents	Source
		DISTRICT 1 - BARTOW	2055	SIM

Dates						
Advertised	Awarded	Begin	End	Executed	Letting	Notice To Proceed
1/29/2021	5/4/2021	5/20/2021	1/25/2023	5/20/2021	3/31/2021	6/17/2021
Time Begin	Work Begin	Estimated Completion	Work Completed	Conditional Acceptance	Final Acceptance	Final Payment
10/15/2021	10/15/2021	12/14/2023				

Days		
Awarded Contract Days	Charged Days	Present Contract Days
615	493	791

Amounts		
Official Estimate Amount	Original Amount	Current Amount
\$53,987,305.69	\$52,688,829.00	\$55,060,338.82

Project(s)					
Project	Phase	Location / Description	Managing District	Financial	Estimates
	CONST CONTRACT	INTERCHANGE	DISTRICT 1 - BARTOW	\$	
	CONST UTILITY	INTERCHANGE	DISTRICT 1 - BARTOW	\$	

Roadway Information									
Item - Item Seg	PSEE	Roadway ID	County	Roadway Section	Work Mix	Begin	End	GIS	Video Log
1	-3				INTERCHANGE - ADD LANES	33.961	34.874	(8)	<u> </u>

Refine Search

Information displayed on this page is accessed from Integrated Enterprise Information (IEI).

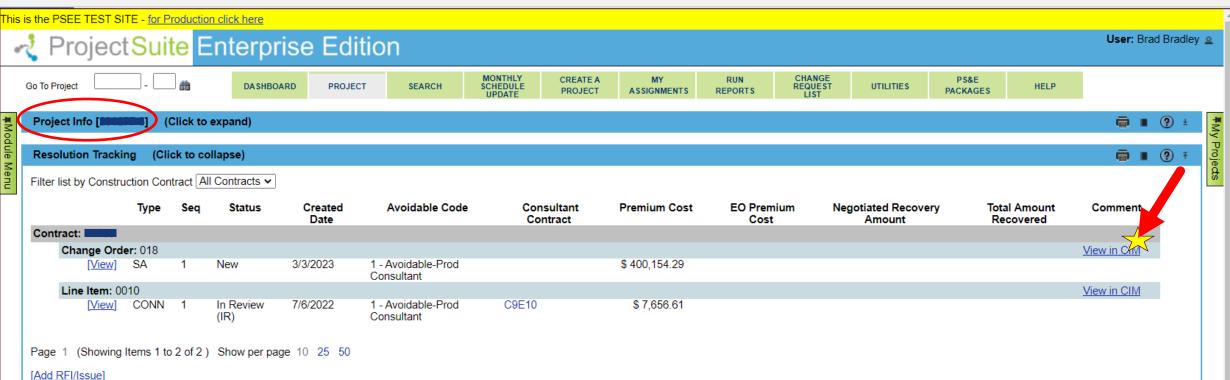


This site is maintained by the Office of Information Systems
Report suggestions, comments or errors to:

<u>Enterprise Information Portal Feedback</u>
or <u>Service Desk</u>











Construction Contract Status

Q Search

Associated Finproj

Cost & Time

Dates

Change	Orders

CEI/CCEI

Estimates

Vendors/Subcontractors

Contacts

External Links

Notes

Reports

CPPR

20% Engluros

◆ Value Added

Contract Information & Monitoring

Change Orders Notes(0)

Page 1 of 2

 \equiv

First Previous Next Last

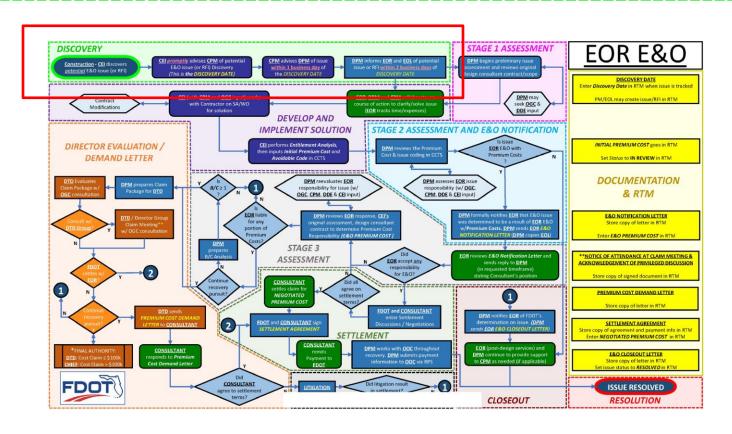
View

C	O#	СО Туре	Reason	CO Amt.	Days Added	CCTS Rec.	Status	Approved Date
0(01	SA	PLMO	\$0.00	-	-	APPR	12-07-2021
0(02	UN	PLMO	\$1,577,750.90	-	-	APPR	12-13-2021
0(03	WE	WEA2	\$0.00	1	-	APPR	12-01-2021
0(04	HTEX	HEX	\$0.00	5	-	APPR	12-01-2021
00	05	WE	WEA2	\$0.00	1	-	APPR	01-04-2022
00	06	HTEX	HEX	\$0.00	8	-	APPR	01-04-2022
00	07	HTEX	HEX	\$0.00	2	-	APPR	02-01-2022
00	80	WE	WEA2	\$0.00	1	-	APPR	02-01-2022
00	09	SA	PLMO	\$146,273.15	-	-	APPR	04-08-2022
0	10	SA	PLMO	\$247,331.48	-	-	APPR	06-24-2022
0	11	WE	WEA2	\$0.00	1	-	APPR	04-01-2022

Change Order Details		
Change Order Number	018	
Days Added	45	
Status	APPR	
Approve Date	12-07-2022	
Amount	\$400,154.29	
Total Amount of Issues	\$0.00	
Type (code then description)	SA Supplemental Agreement	
Reason (code then description)	PLMO Plans Modification	
CO Description	Time Extension for Delays due to FDOT's Notice to Suspend Op	
Created By		
Entry Date	09-10-2022	
Last Modified By		
Last Modified Date	12-07-2022, 12:00 AM	

DISCOVERY

<u>Construction</u> - <u>CEI</u> discovers <u>potential</u> E&O issue (or RFI) <u>CEI promptly</u> advises <u>CPM</u> of potential E&O issue (or RFI) Discovery (This is **the DISCOVERY DATE**) <u>CPM</u> advises <u>DPM</u> of issue <u>within 1 business day</u> of the <u>DISCOVERY DATE</u> <u>DPM</u> informs <u>EOR</u> and <u>EOL</u> of potential issue or RFI <u>within 2 business days</u> of DISCOVERY DATE



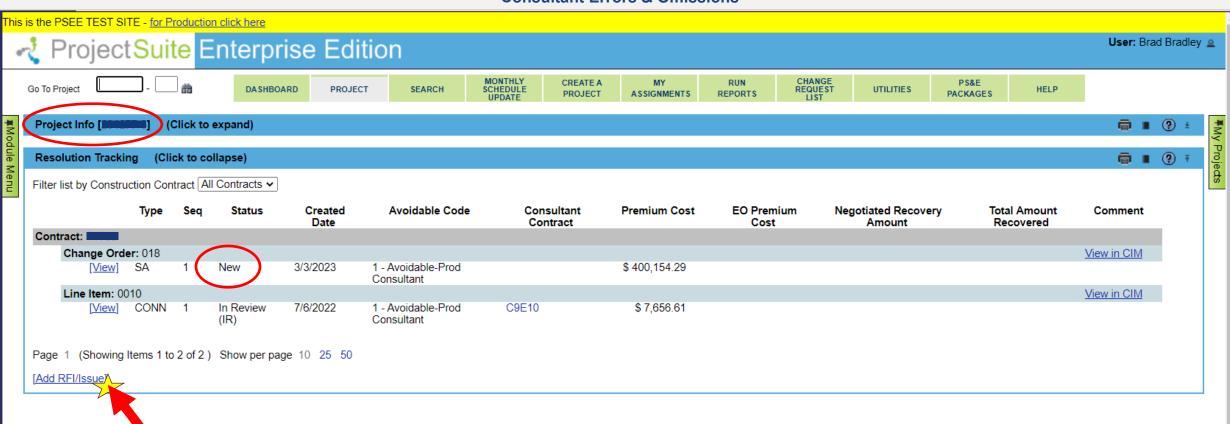


Project Suite Enterprise Edition (PSEE)

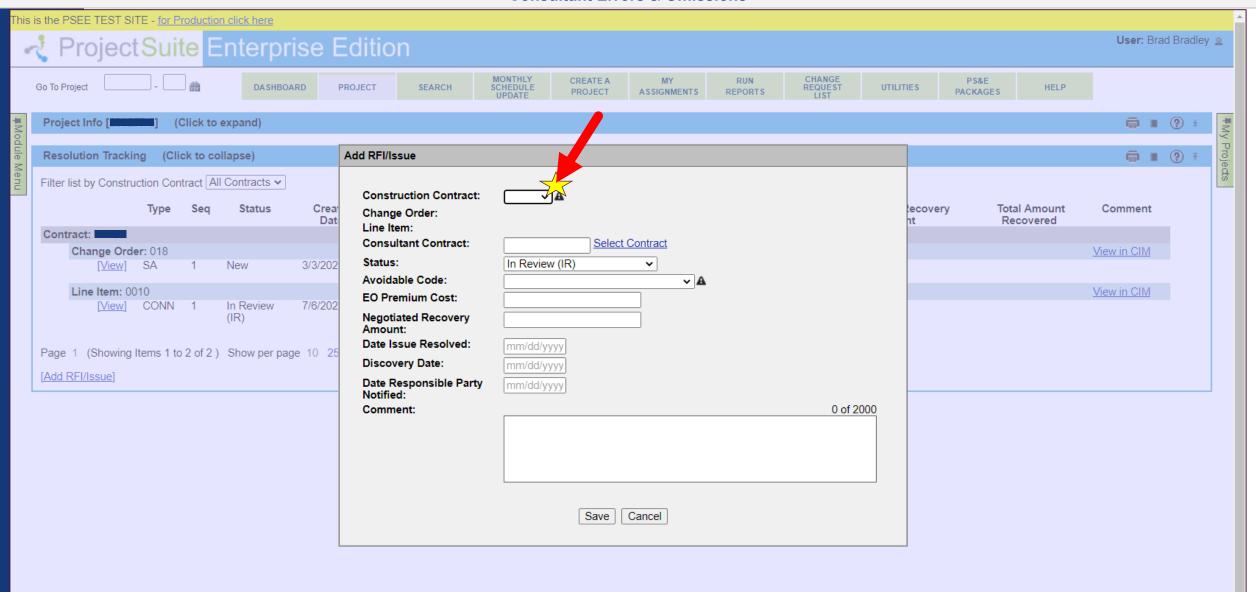
Resolution Tracking Module

Add New RFI/E&O Issue

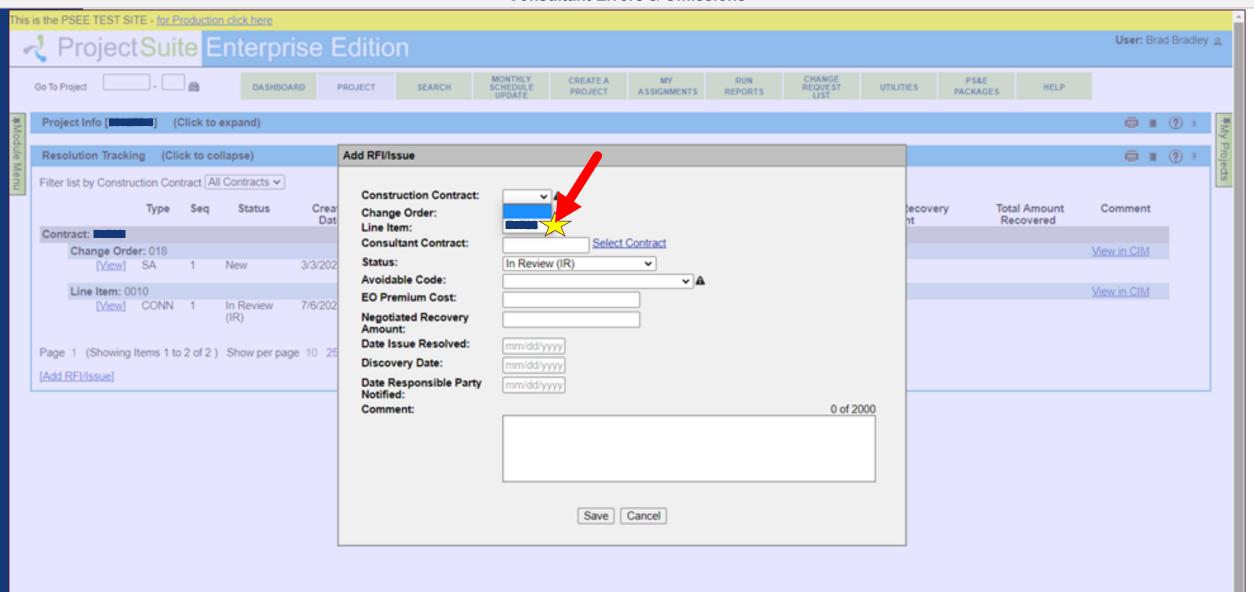




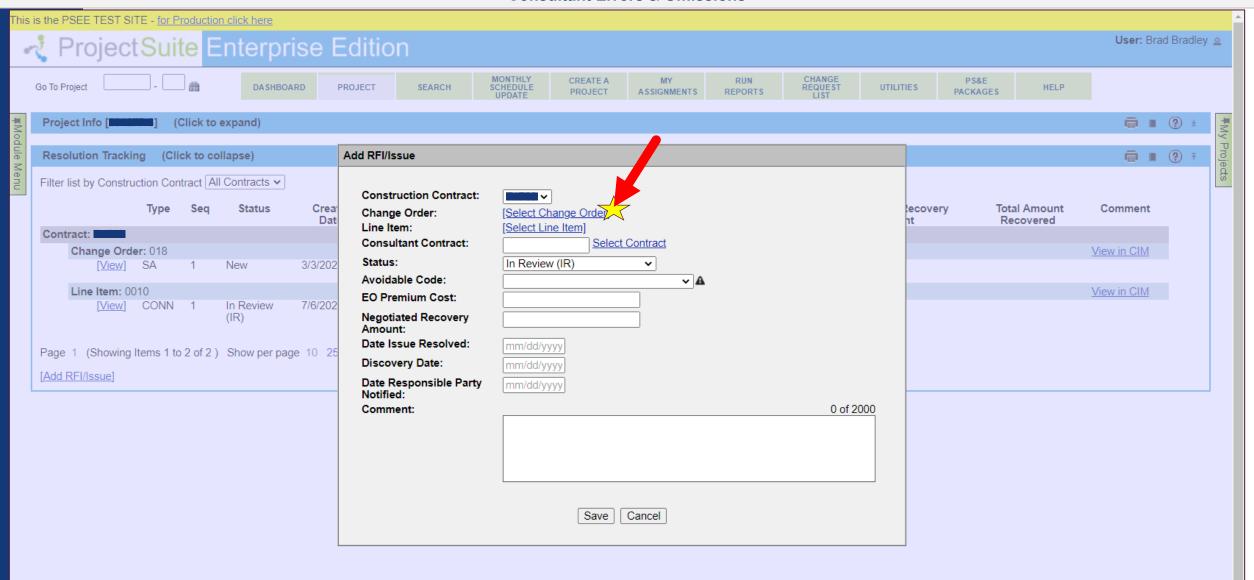




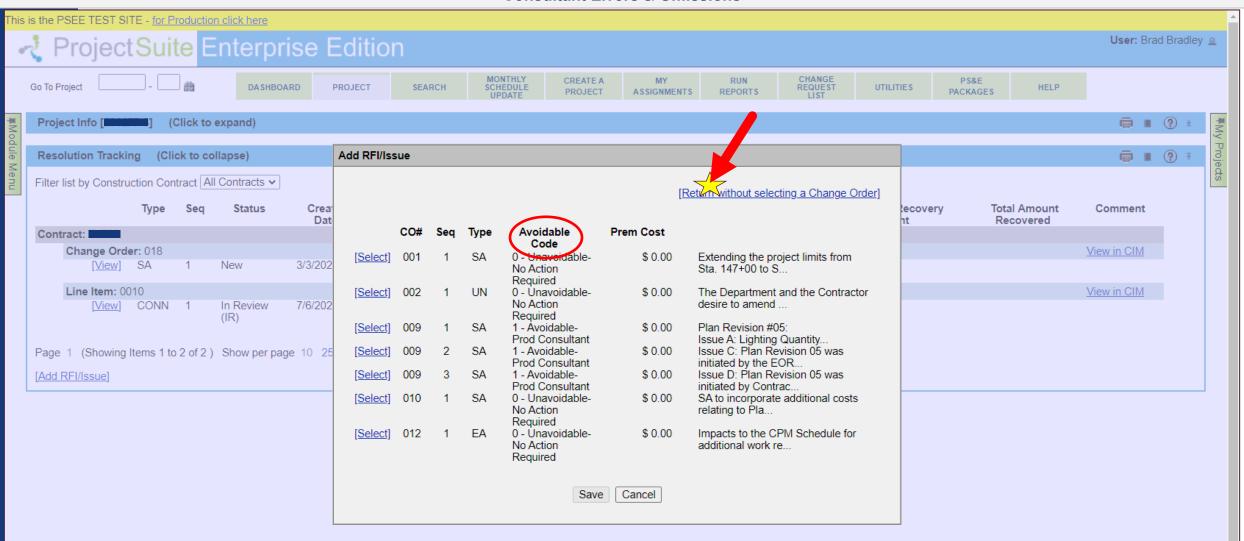




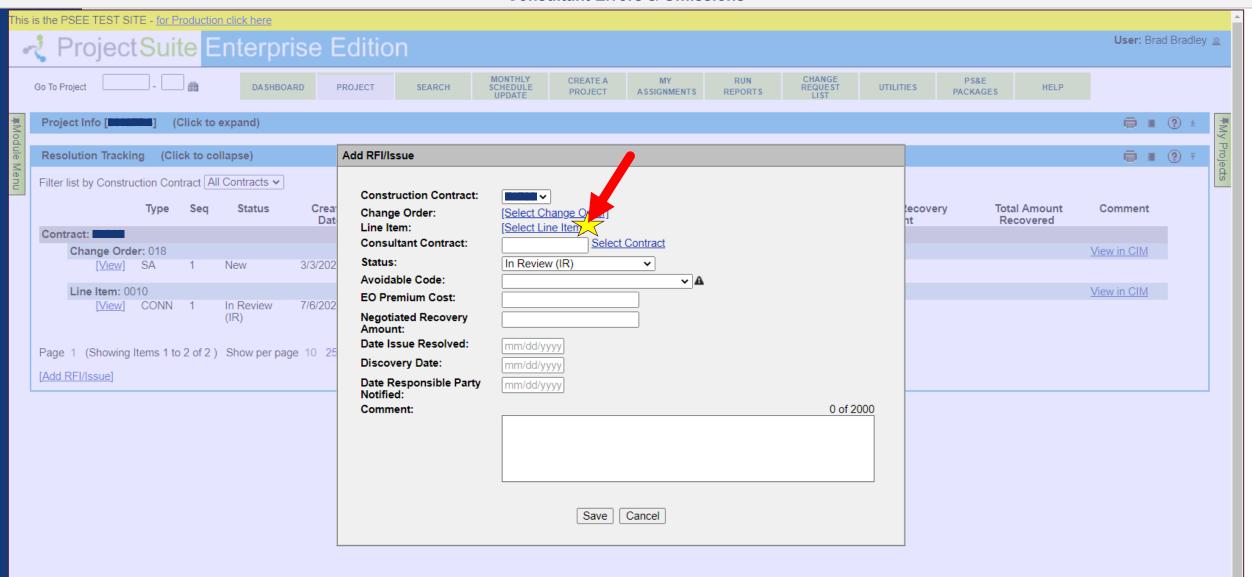




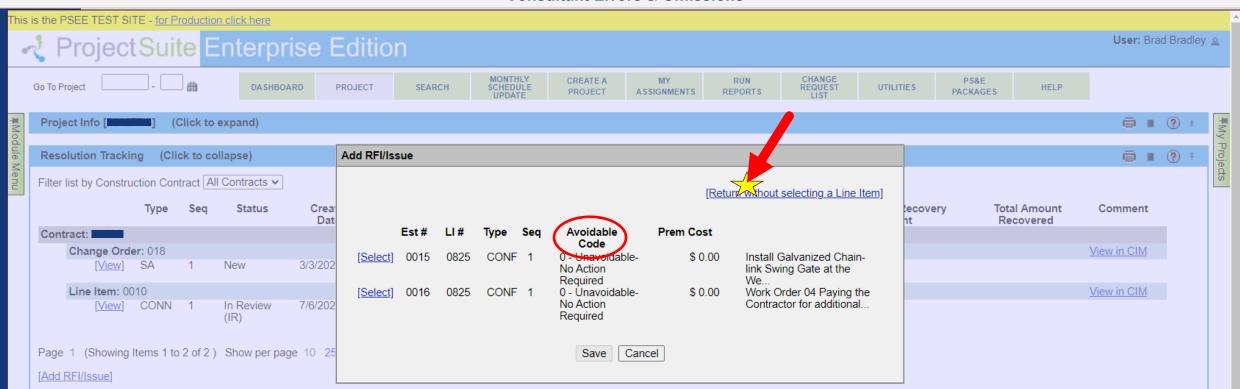




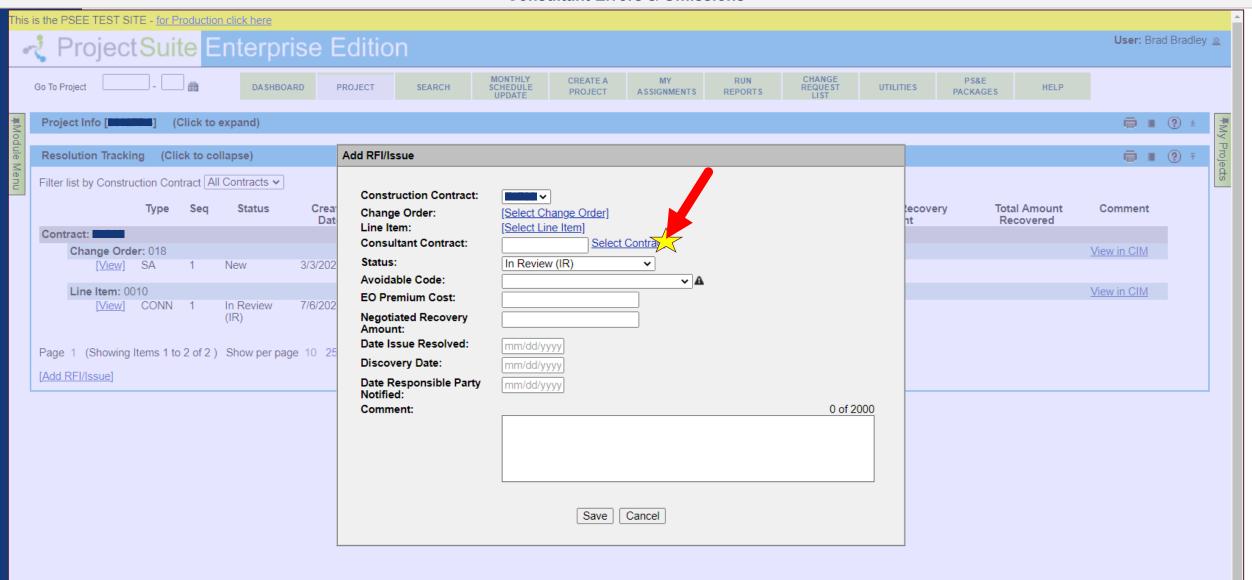




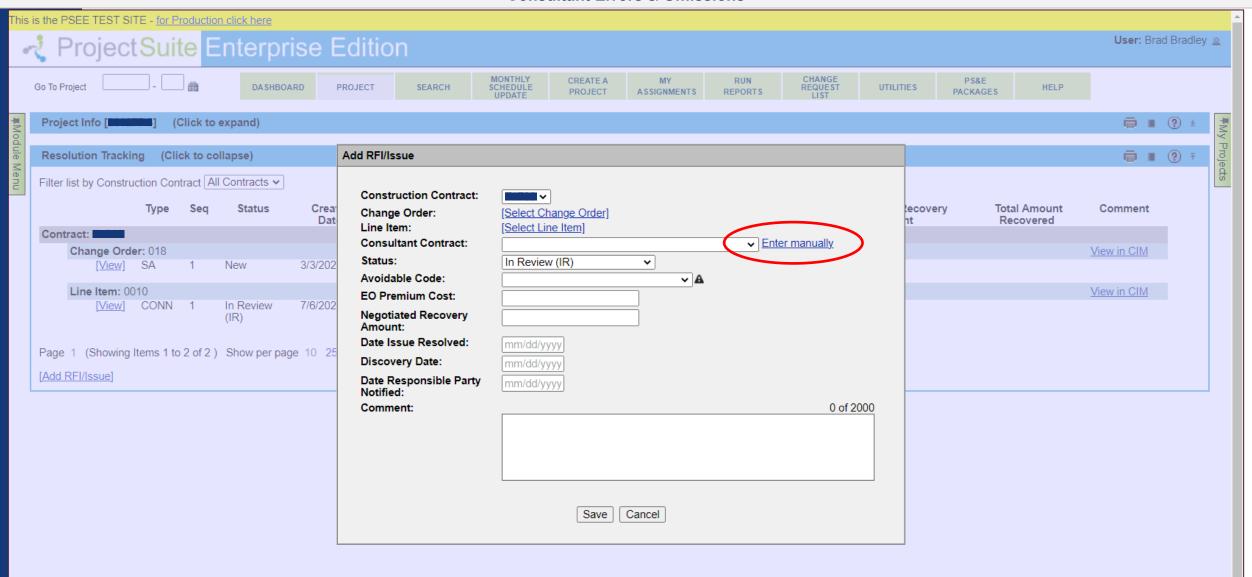




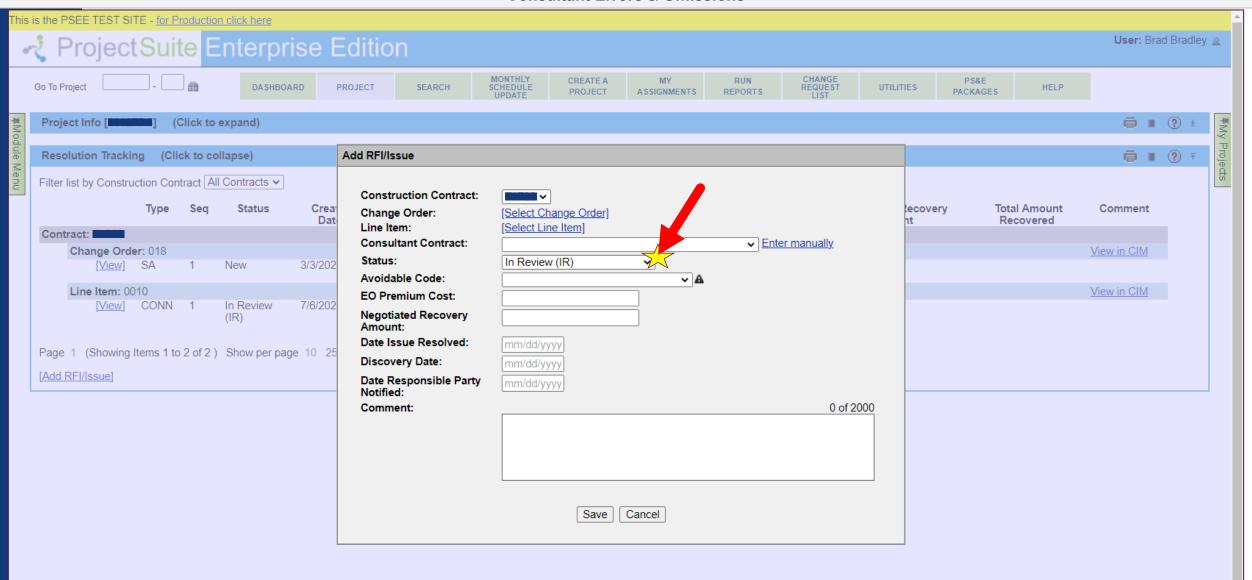




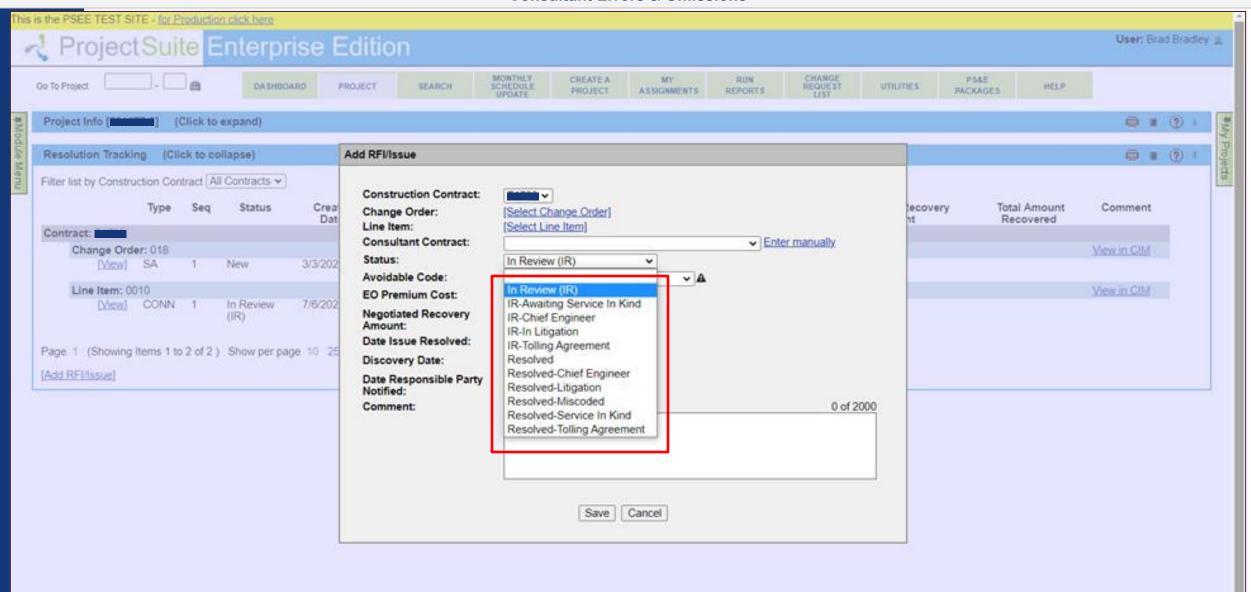




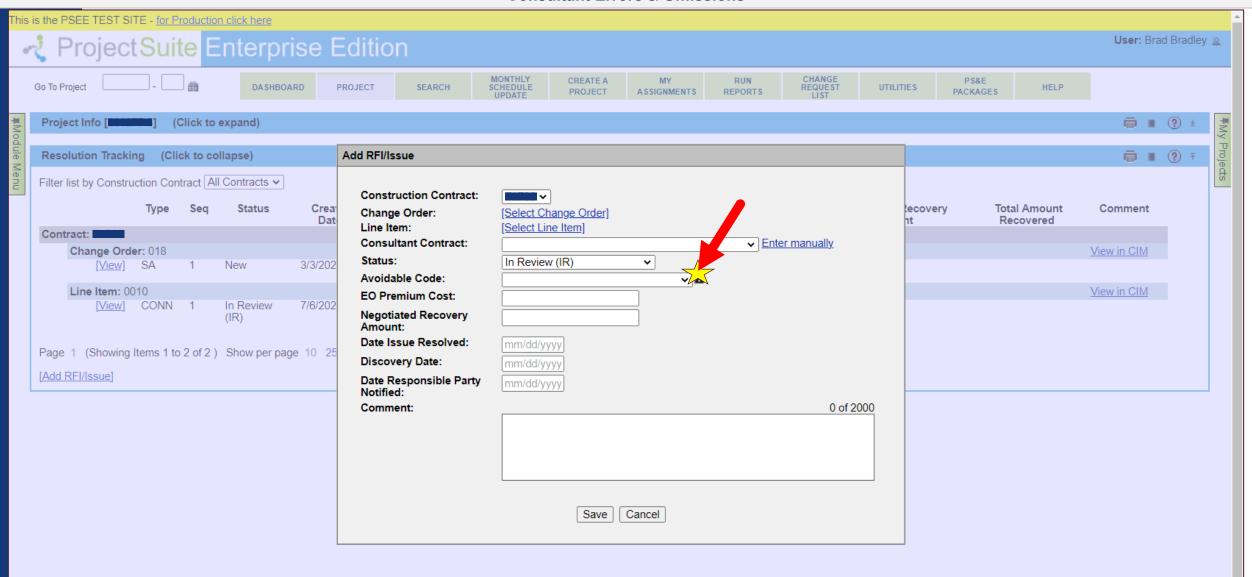




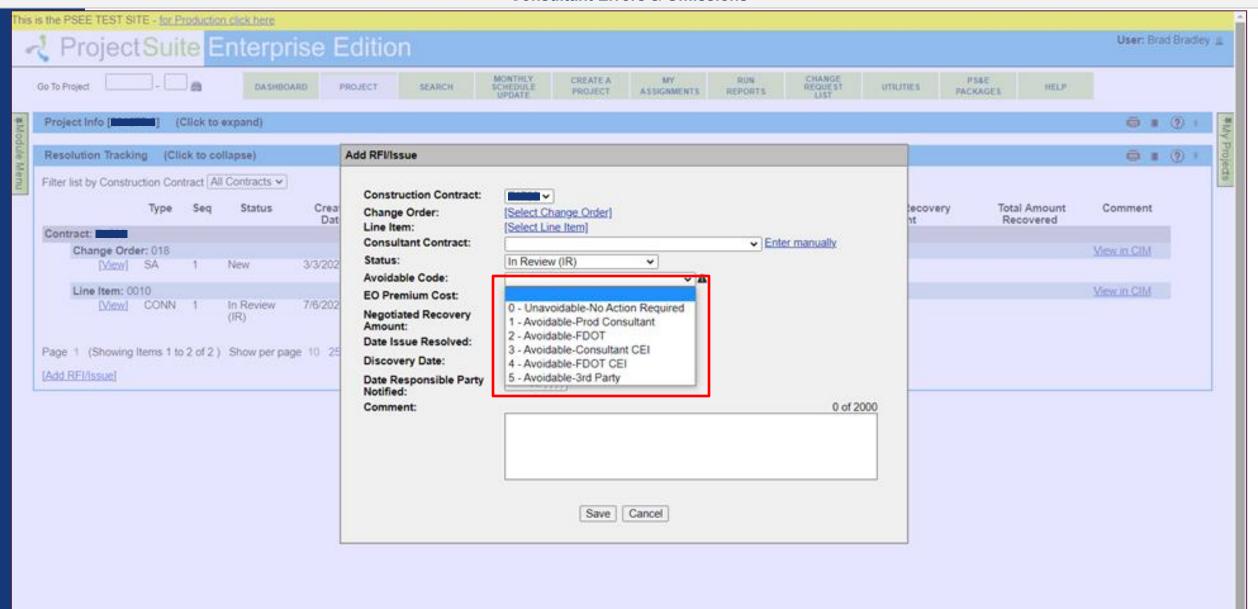




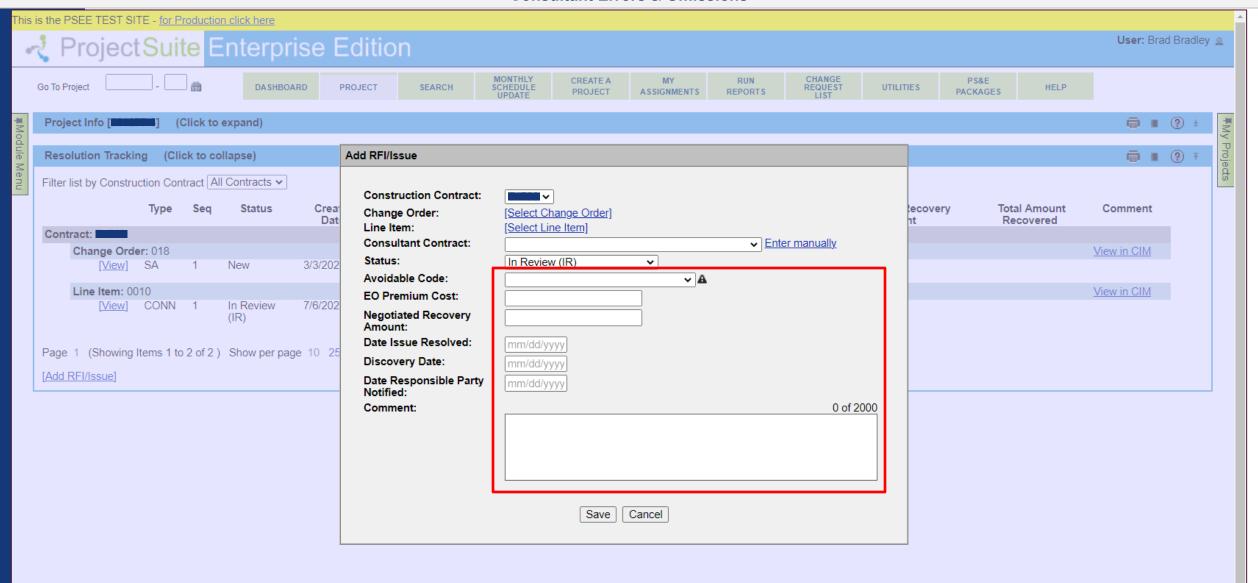




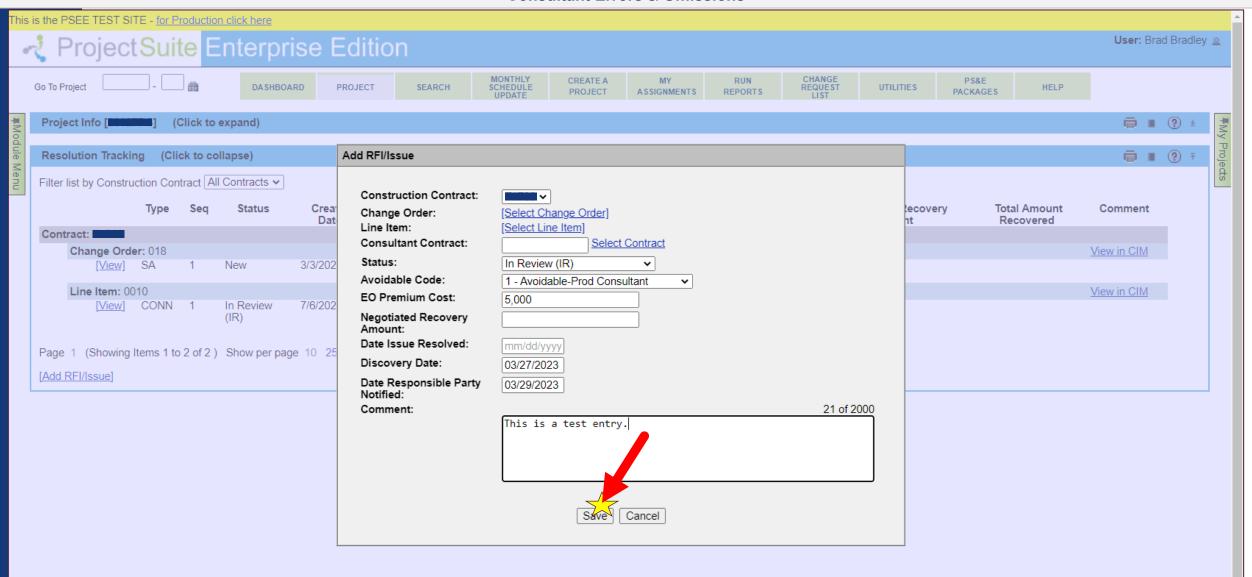




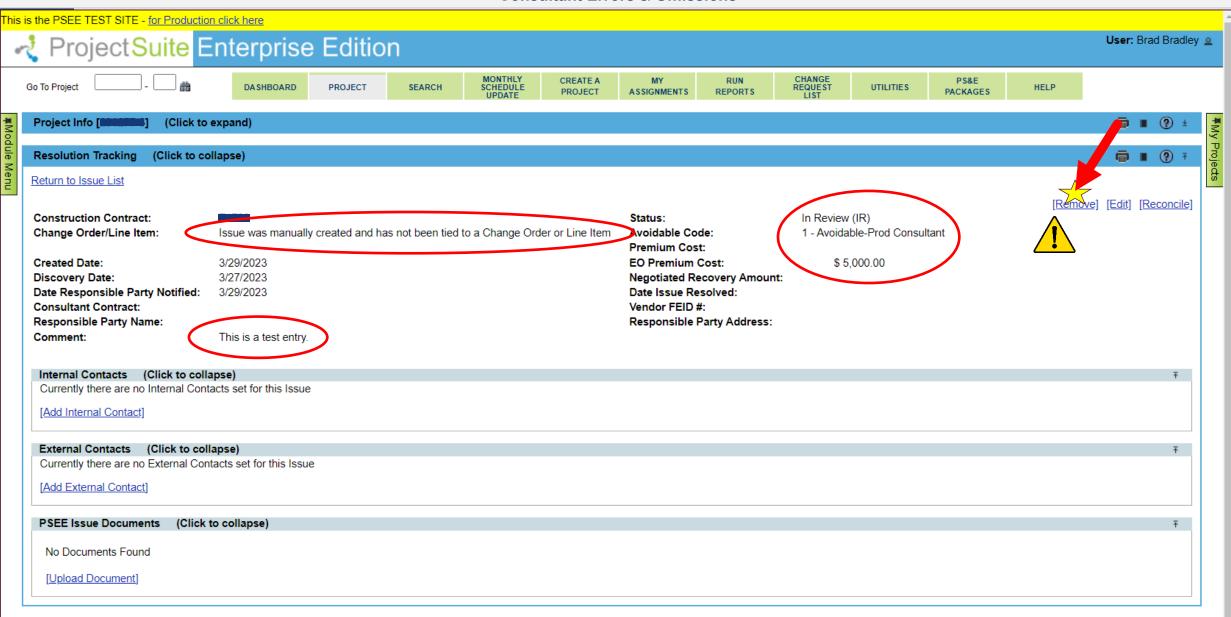




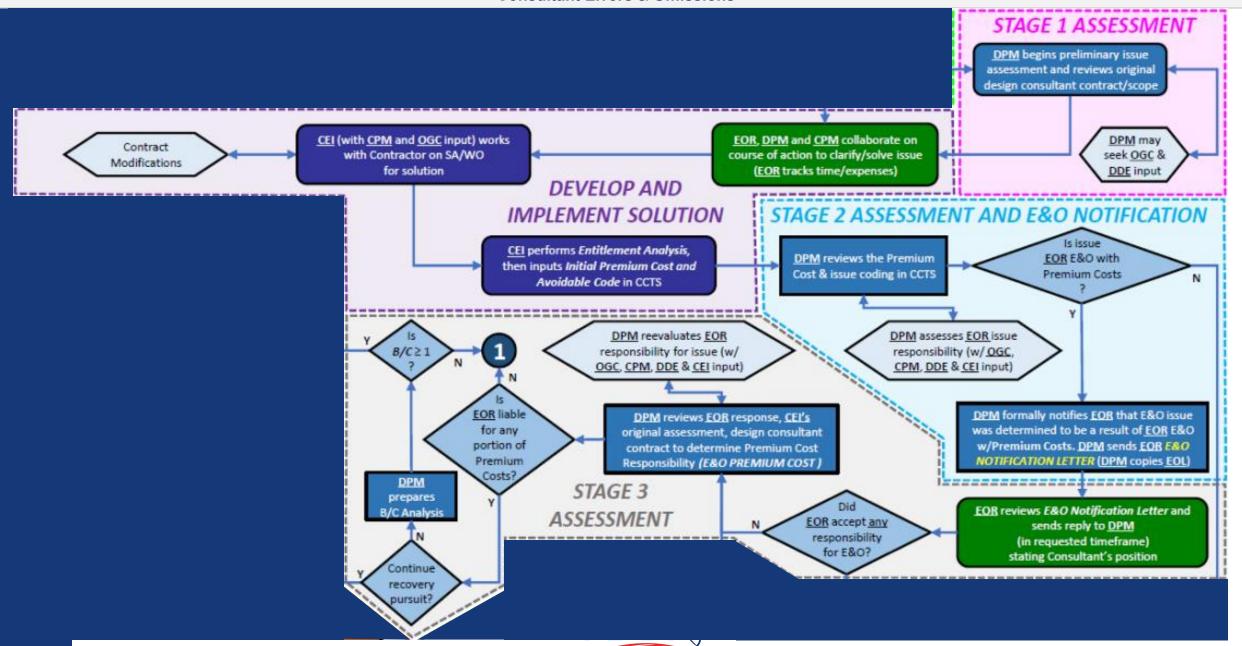






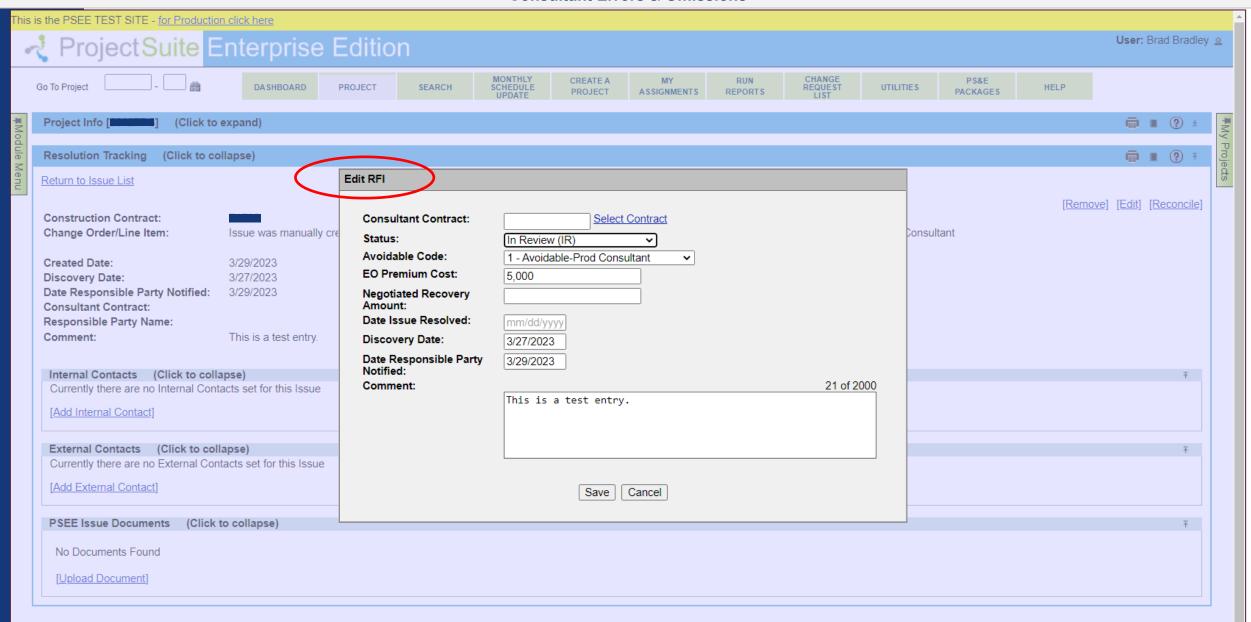




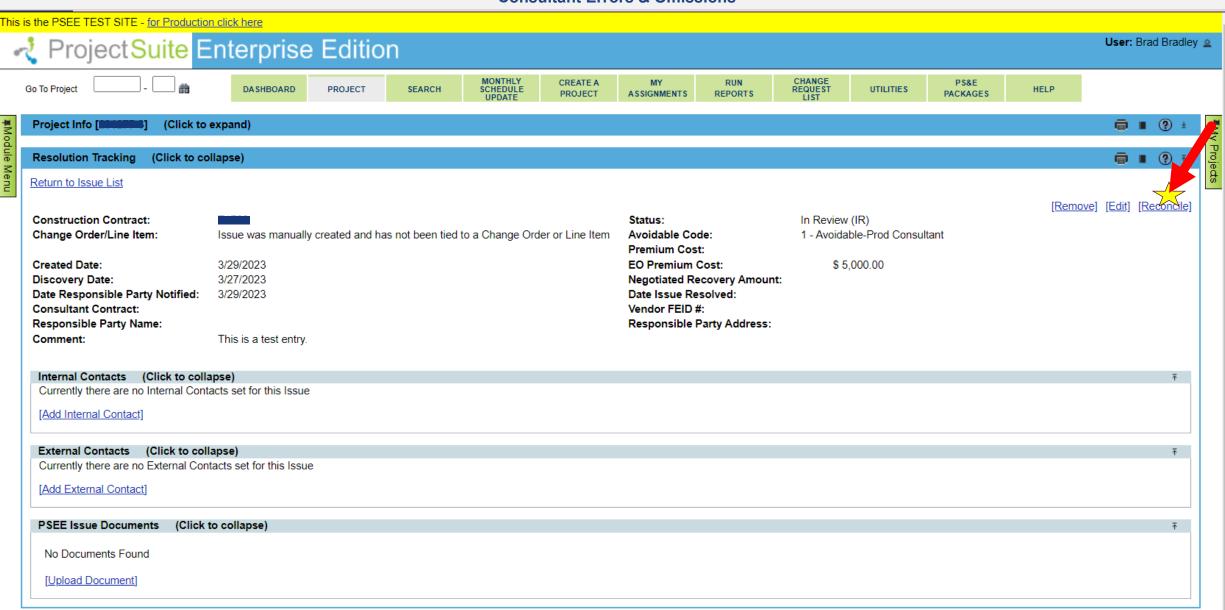


This is the PSEE TEST SITE - for Production click here ProjectSuite Enterprise Edition User: Brad Bradley 🙎 CREATE A MY RUN PS&E Go To Project DASHBOARD **PROJECT** SEARCH SCHEDULE REQUEST UTILITIES HELP **PROJECT ASSIGNMENTS** REPORTS PACKAGES UPDATE LIST Project Info [(Click to expand) Resolution Tracking (Click to collapse) Return to Issue List Construction Contract: Status: In Review (IR) Issue was manually created and has not been tied to a Change Order or Line Item 1 - Avoidable-Prod Consultant Change Order/Line Item: Avoidable Code: Premium Cost: Created Date: 3/29/2023 **EO Premium Cost:** \$ 5,000.00 3/27/2023 Discovery Date: **Negotiated Recovery Amount:** Date Responsible Party Notified: 3/29/2023 Date Issue Resolved: Consultant Contract: Vendor FEID #: Responsible Party Name: Responsible Party Address: Comment: This is a test entry. Internal Contacts (Click to collapse) Currently there are no Internal Contacts set for this Issue [Add Internal Contact] (Click to collapse) External Contacts Currently there are no External Contacts set for this Issue [Add External Contact] **PSEE Issue Documents** (Click to collapse) No Documents Found [Upload Document]

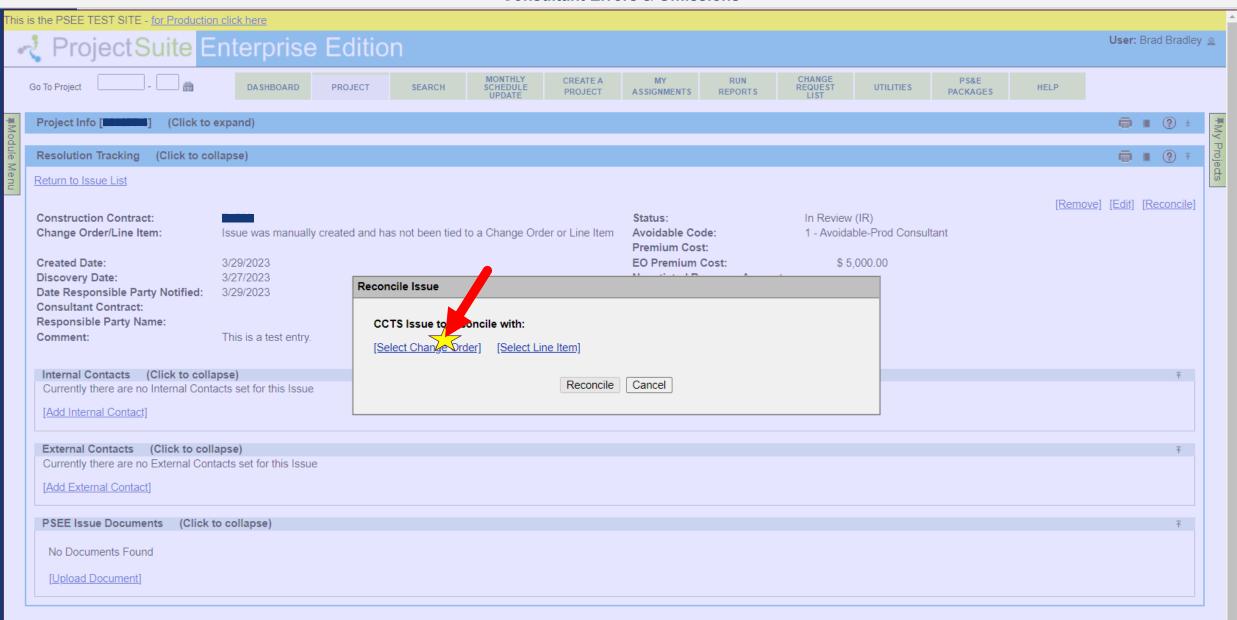




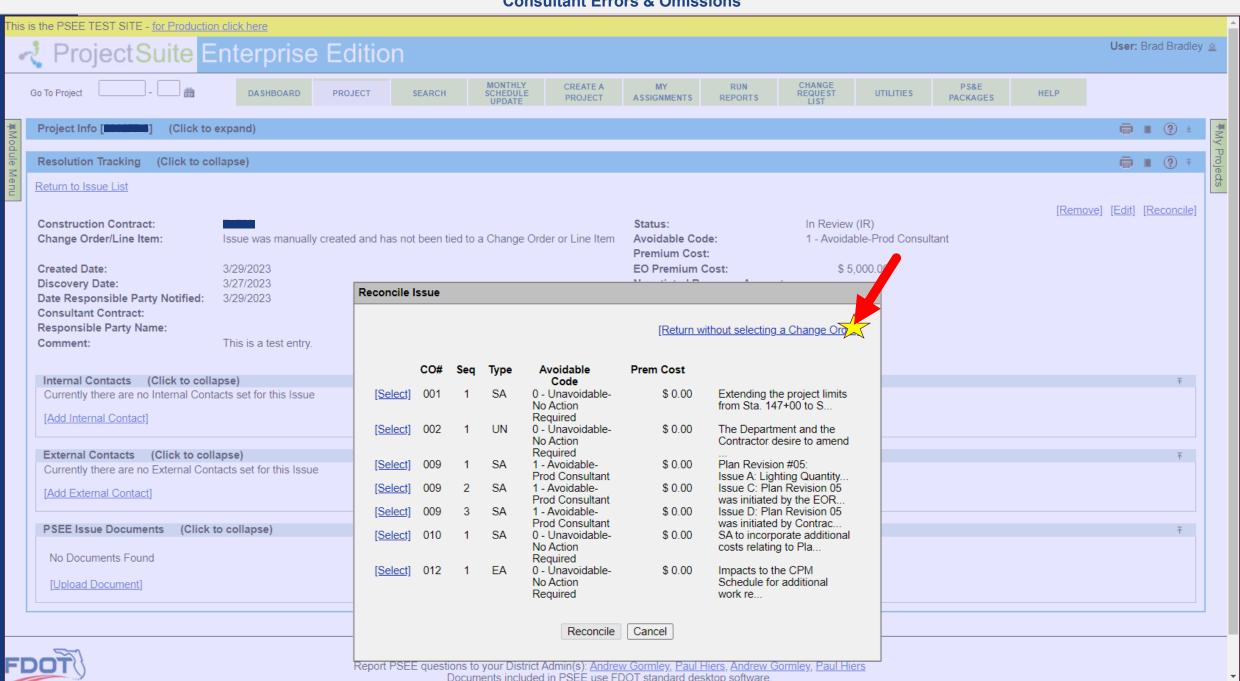


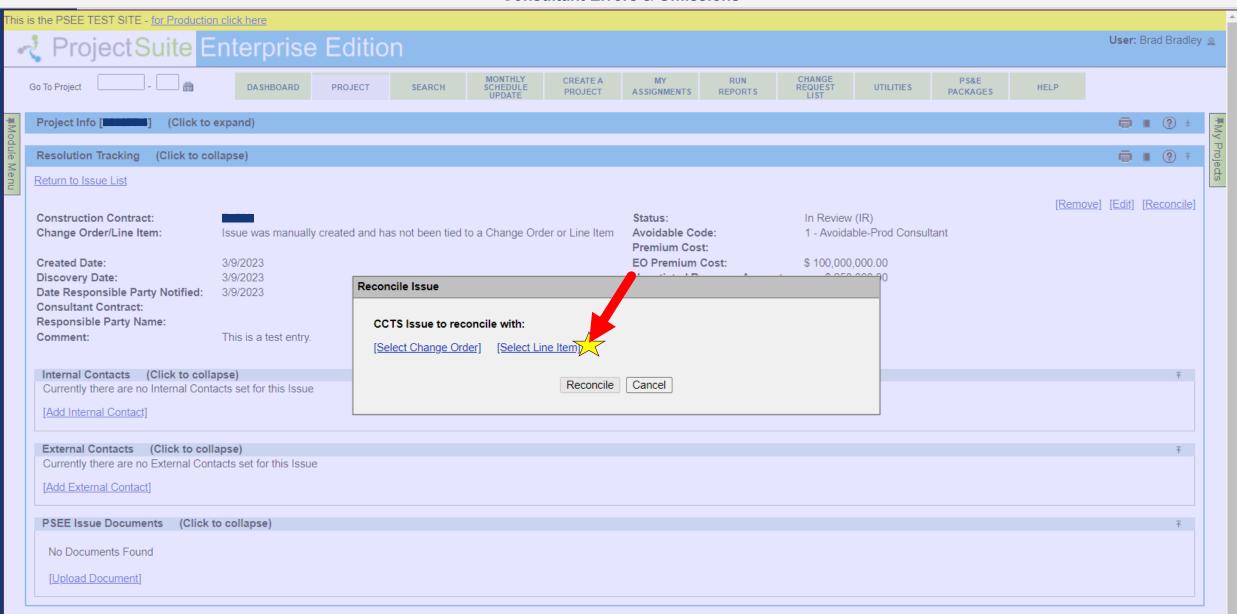




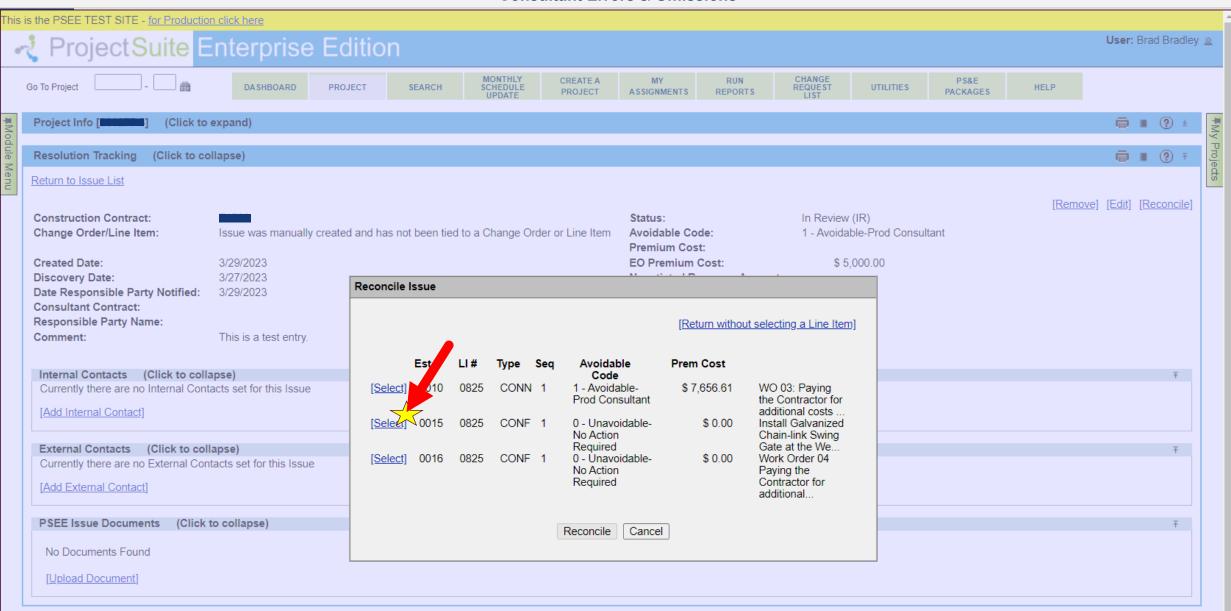




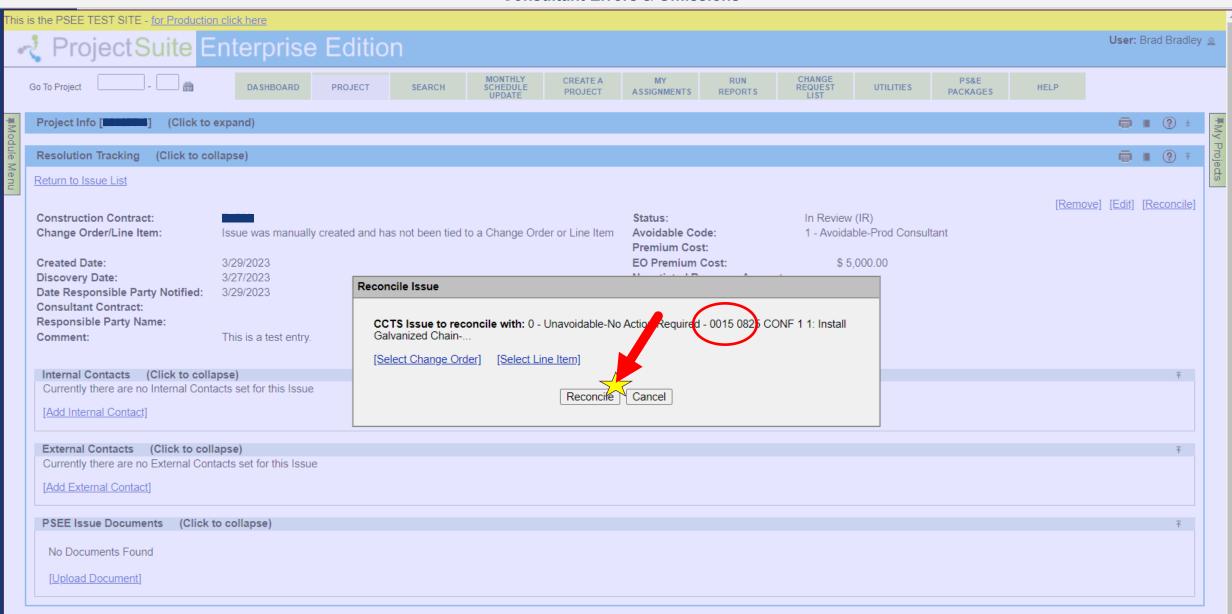




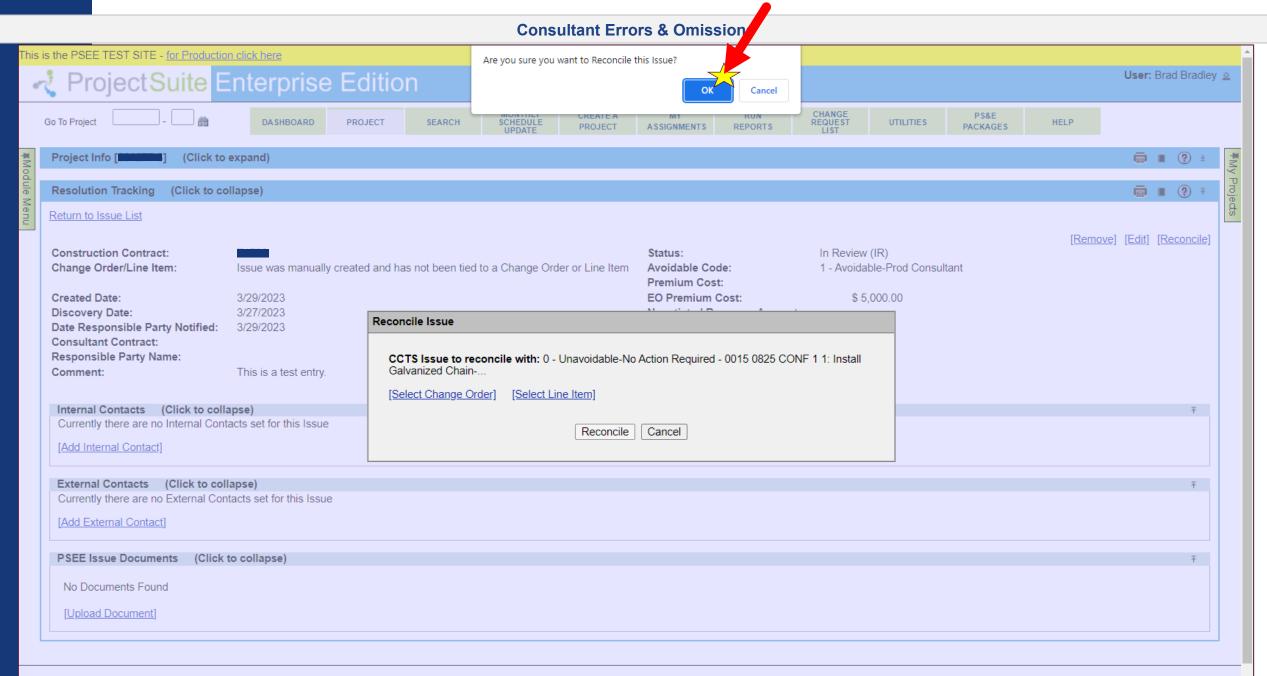




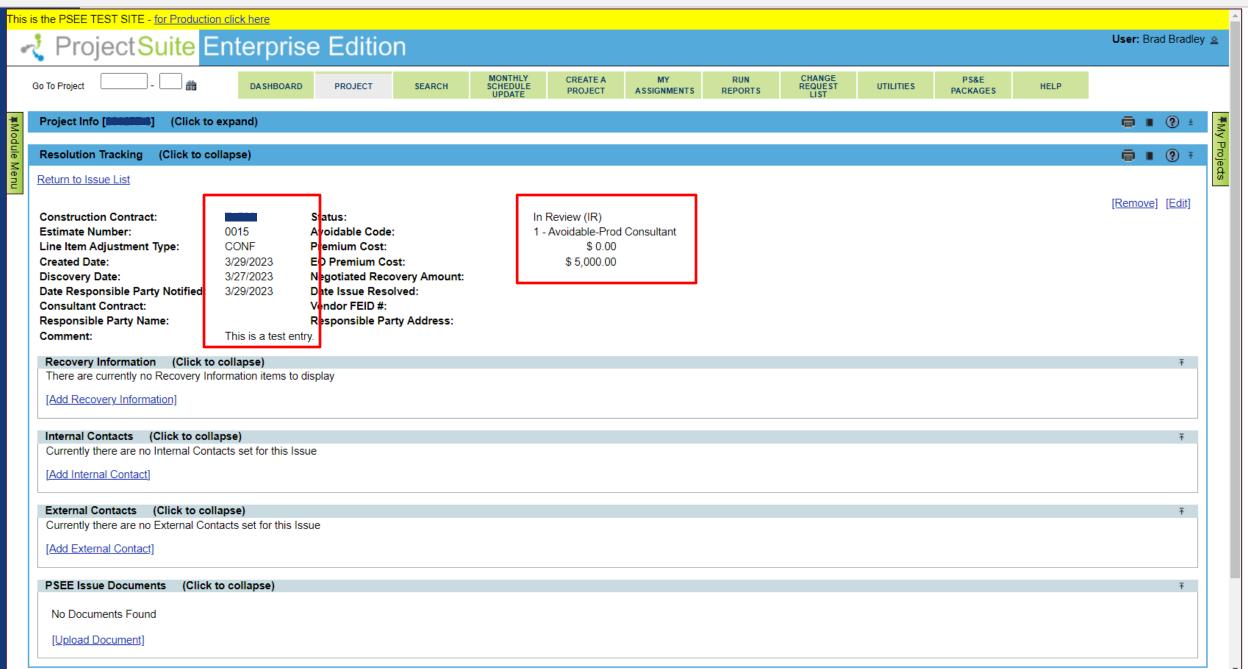




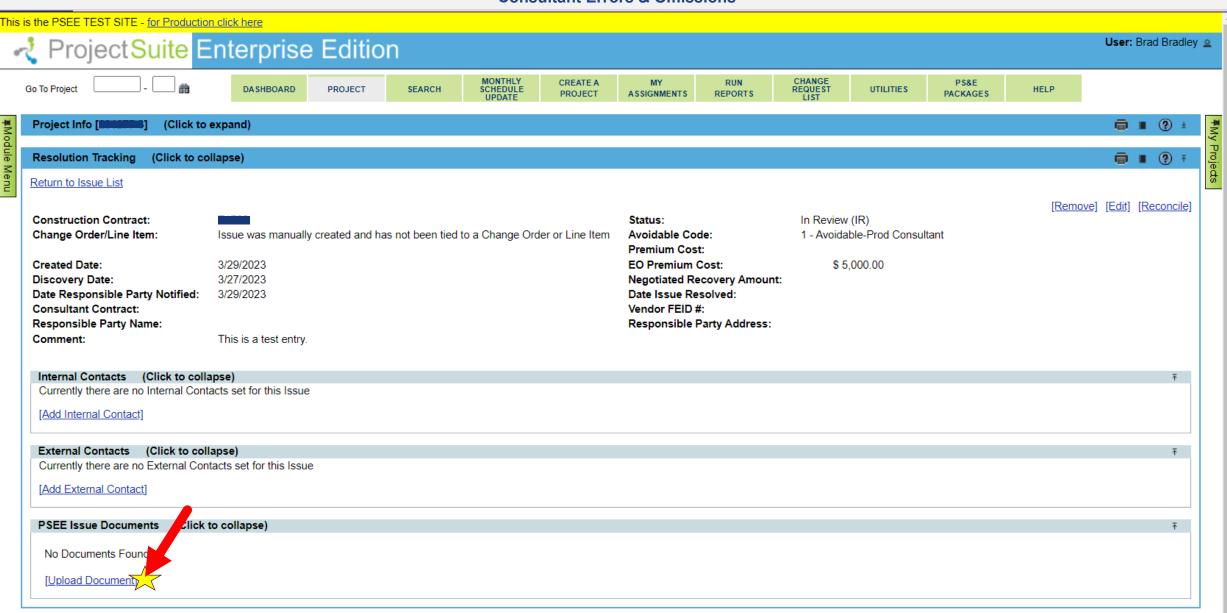




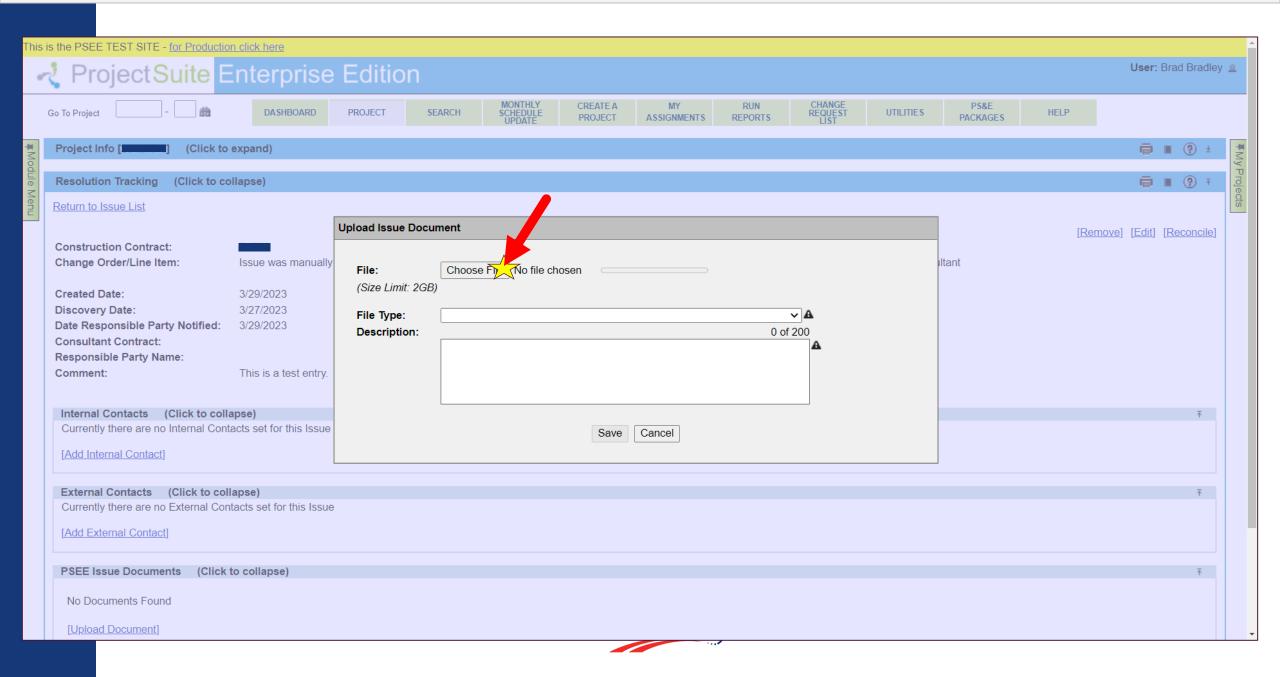


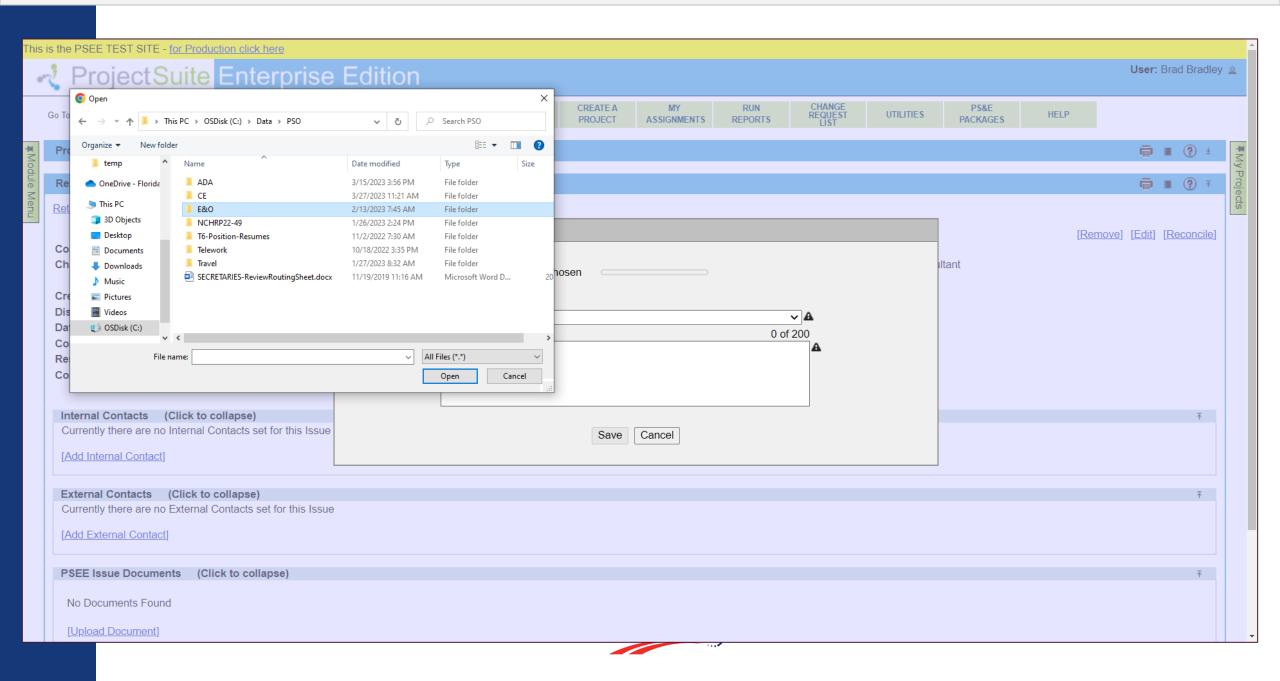


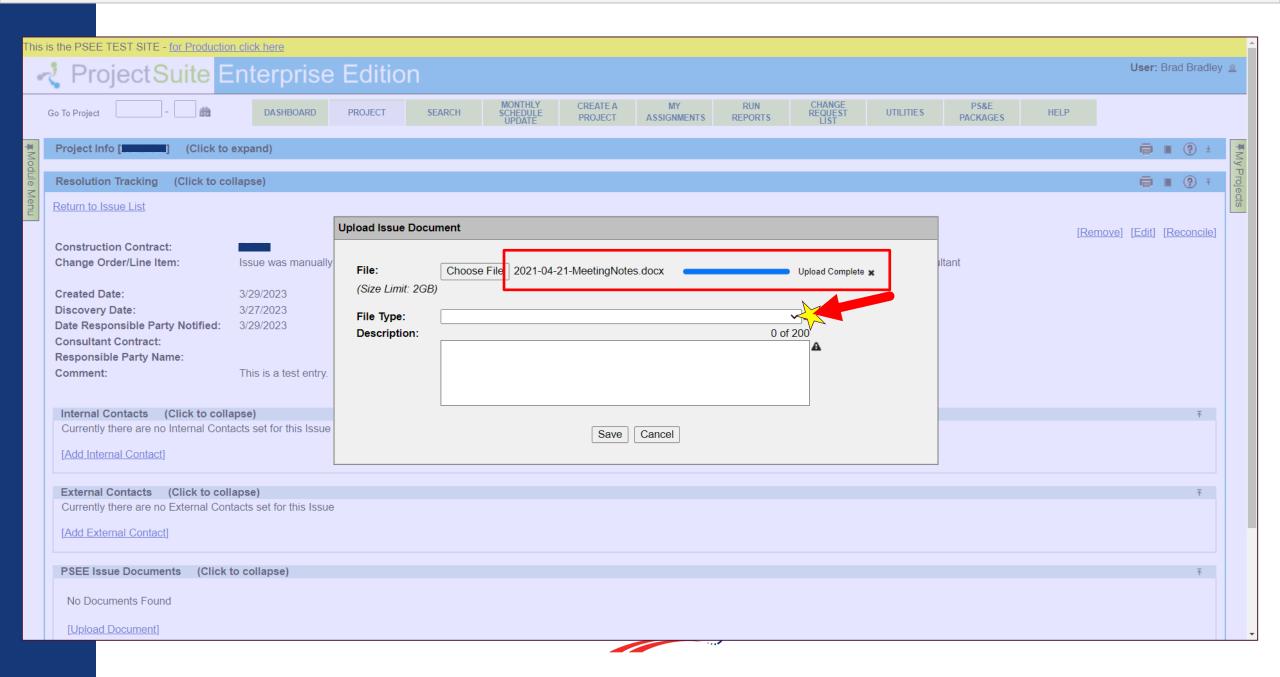
Consultant Errors & Omissions DISCOVERY DATE Enter Discovery Date in RTM when issue is tracked PM/EOL may create issue/RFI in RTM **DIRECTOR EVALUATION /** INITIAL PREMIUM COST goes in RTM **DEMAND LETTER** Set Status to IN REVIEW in RTM **DOCUMENTATION** DTD Evaluates **DPM** prepares Claim Claim Package w/ Package for DTD & RTM OGC consultation E&O NOTIFICATION LETTER DTD / Director Group Store copy of letter in RTM Claim Meeting** w/ OGC consultation Enter E&O PREMIUM COST in RTM **NOTICE OF ATTENDANCE AT CLAIM MEETING & ACKNOWLEDGEMENT OF PRIVILEGED DISCUSSION Store copy of signed document in RTM CONSULTANT settles claim for agree on PREMIUM COST DEMAND LETTER NEGOTIATED settlement PREMIUM COST Store copy of letter in RTM DTD sends FDOT and CONSULTANT **DPM** notifies **EOR** of FDOT's PREMIUM COST DEMAND enter Settlement FDOT and CONSULTANT sign determination on issue. (DPM SETTLEMENT AGREEMENT LETTER to CONSULTANT Discussions / Negotiations SETTLEMENT AGREEMENT sends EOR E&O CLOSEOUT LETTER) Store copy of agreement and payment info in RTM **SETTLEMENT** Enter NEGOTIATED PREMIUM COST in RTM CONSULTANT DPM works with OOC throughout EOR (post-design services) and *FINAL AUTHORITY: CONSULTANT remits E&O CLOSEOUT LETTER **DPM** continue to provide support recovery. **DPM** submits payment responds to Premium DTD: Cost Claim ≤ \$100k Payment to Store copy of letter in RTM to CPM as needed (if applicable) information to OOC via RPS **Cost Demand Letter** CHIEF: Cost Claim > \$100 FDOT Set issue status to RESOLVED in RTM Did litigation result CONSULTANT ISSUE RESOLVED LITIGATION agree to settlement terms? LITIGATION CLOSEOUT RESOLUTION

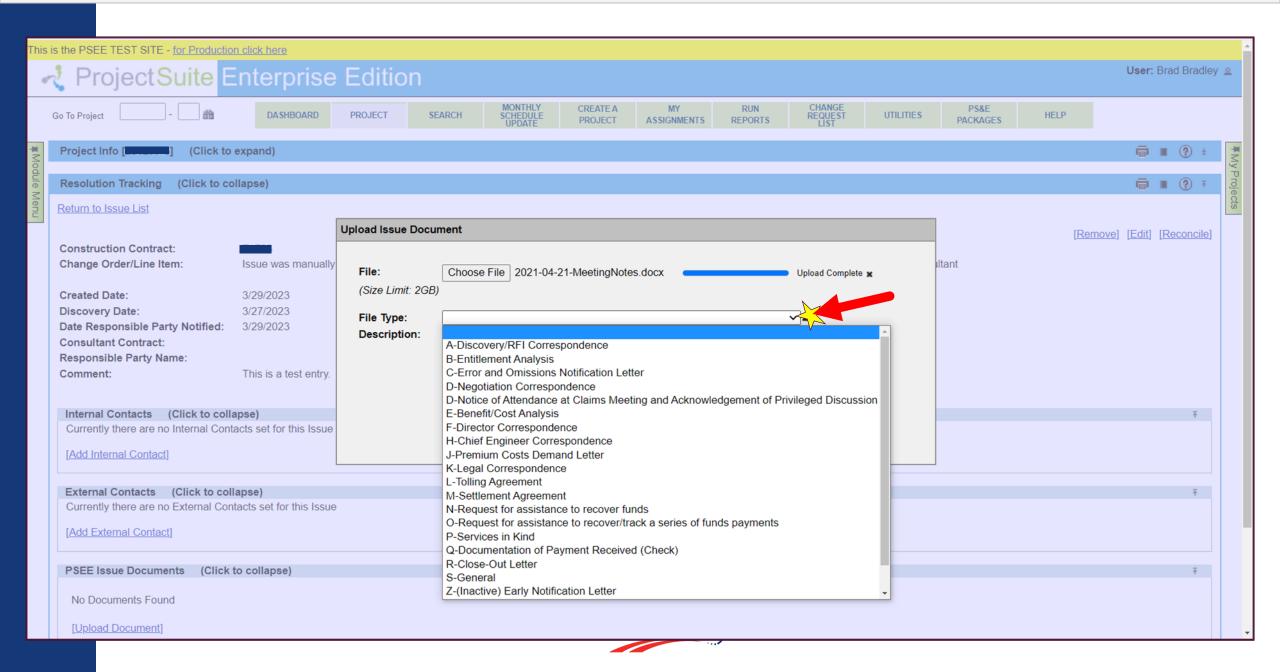


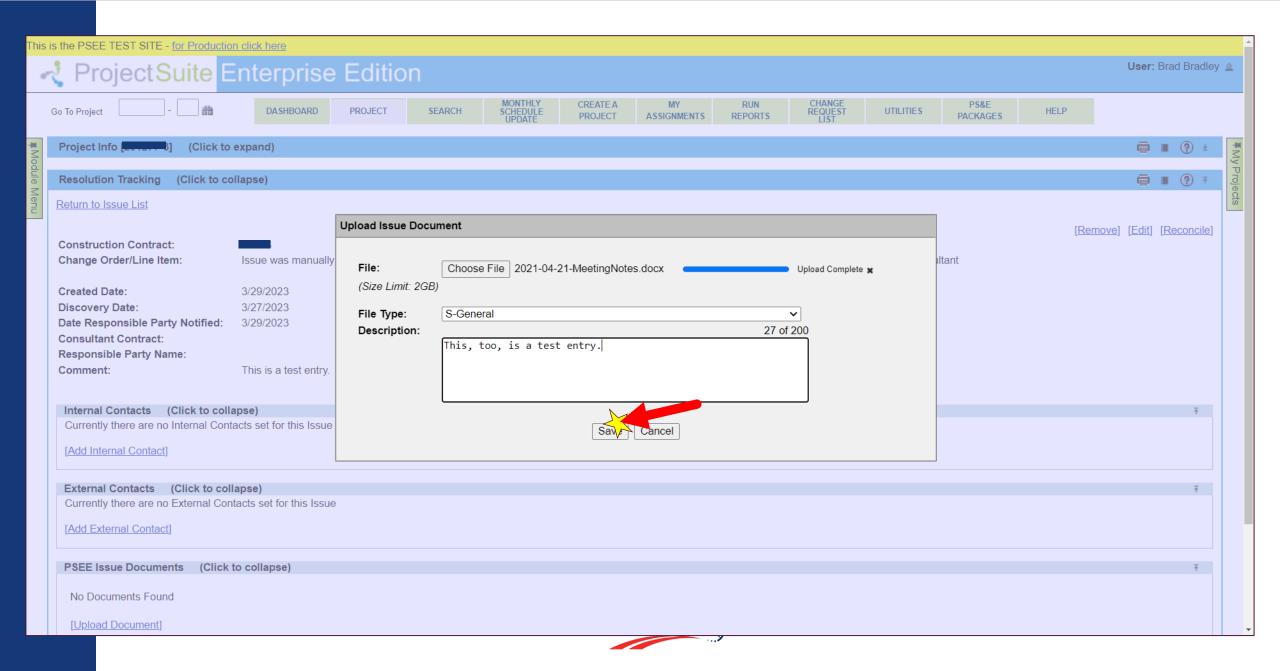


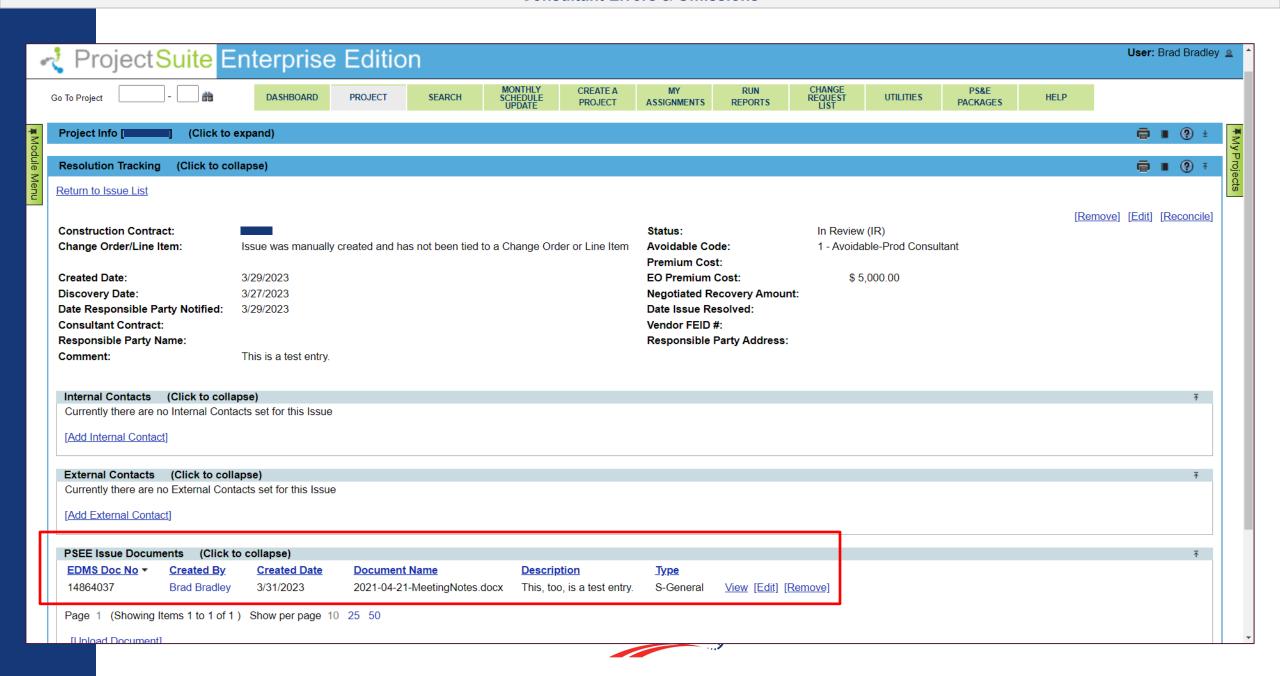












Project Suite Enterprise Edition (PSEE)

Resolution Tracking Module

Search: District Active Projects

Status: NEW

Avoidable Code: ALL



This is the PSEE TEST SITE - for Production click here



User: Brad Bradley 🙎

Go To Project

	-88-
-	100

DASHBOARD

PROJECT

SEARCH

MONTHLY SCHEDULE UPDATE

CREATE A **PROJECT**

MY ASSIGNMENTS

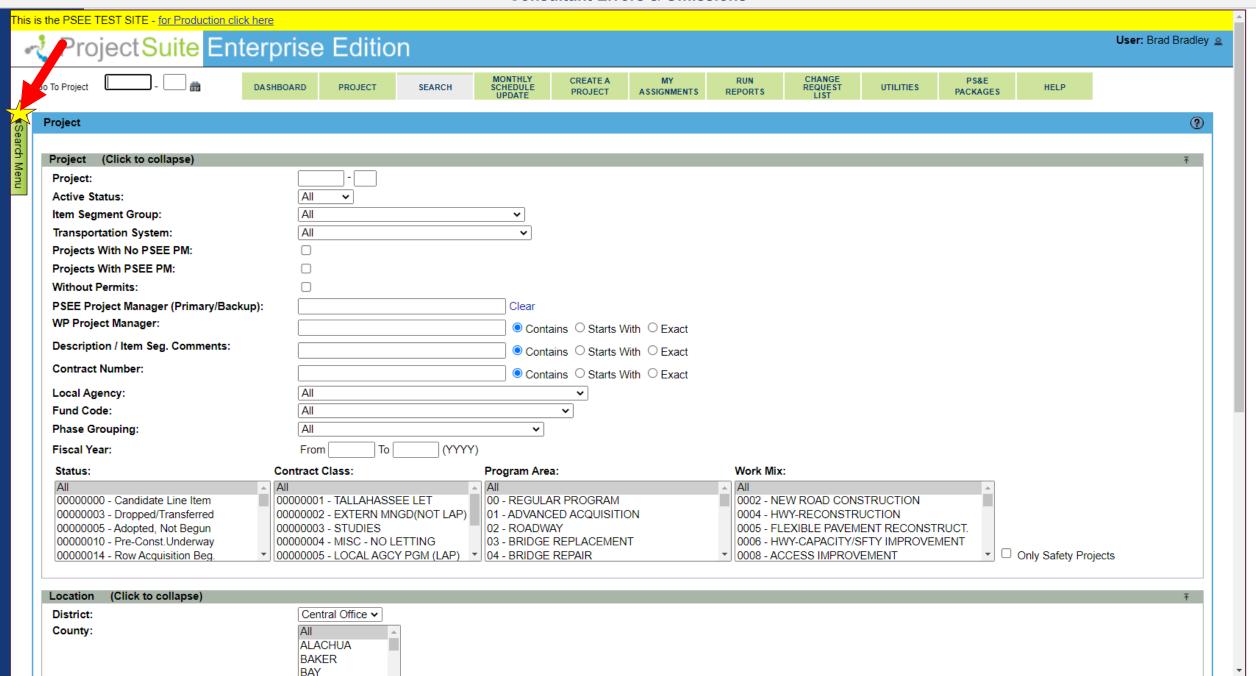
RUN REPORTS CHANGE REQUEST LIST

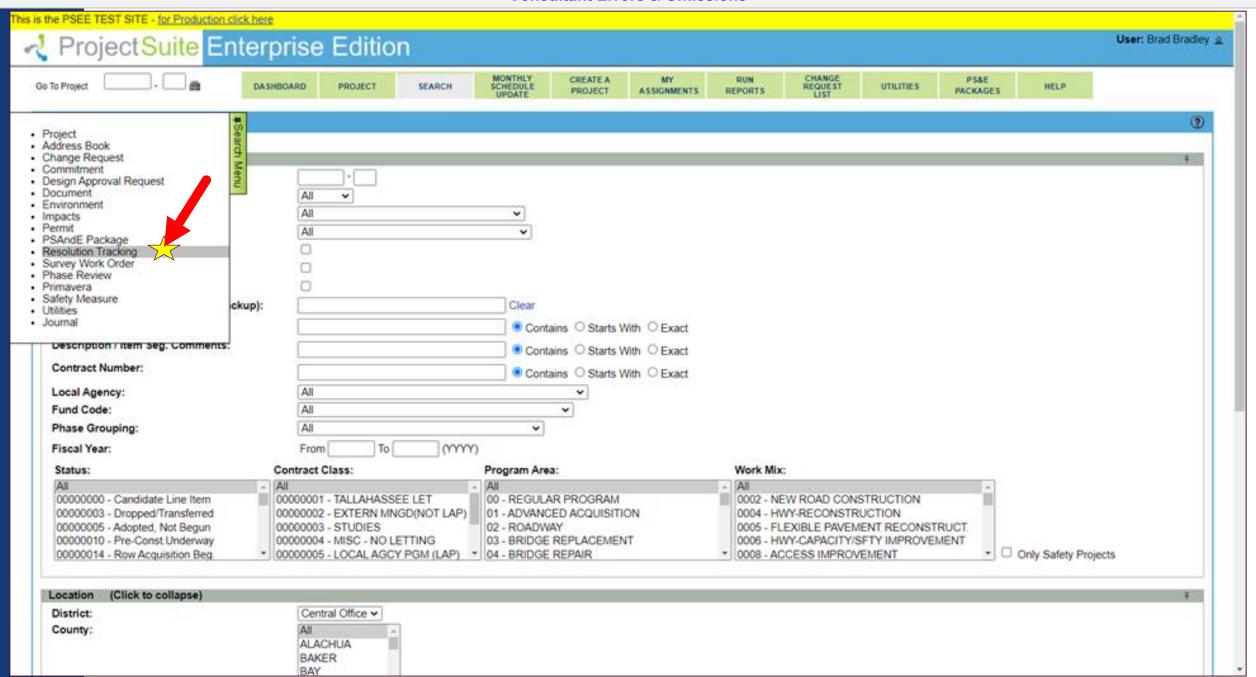
PS&E UTILITIES **PACKAGES**

HELP

Welcome to ProjectSuite. You can find a Project by entering the Item Number and Item Segment in the textboxes above. Read Getting Started to help get you started.

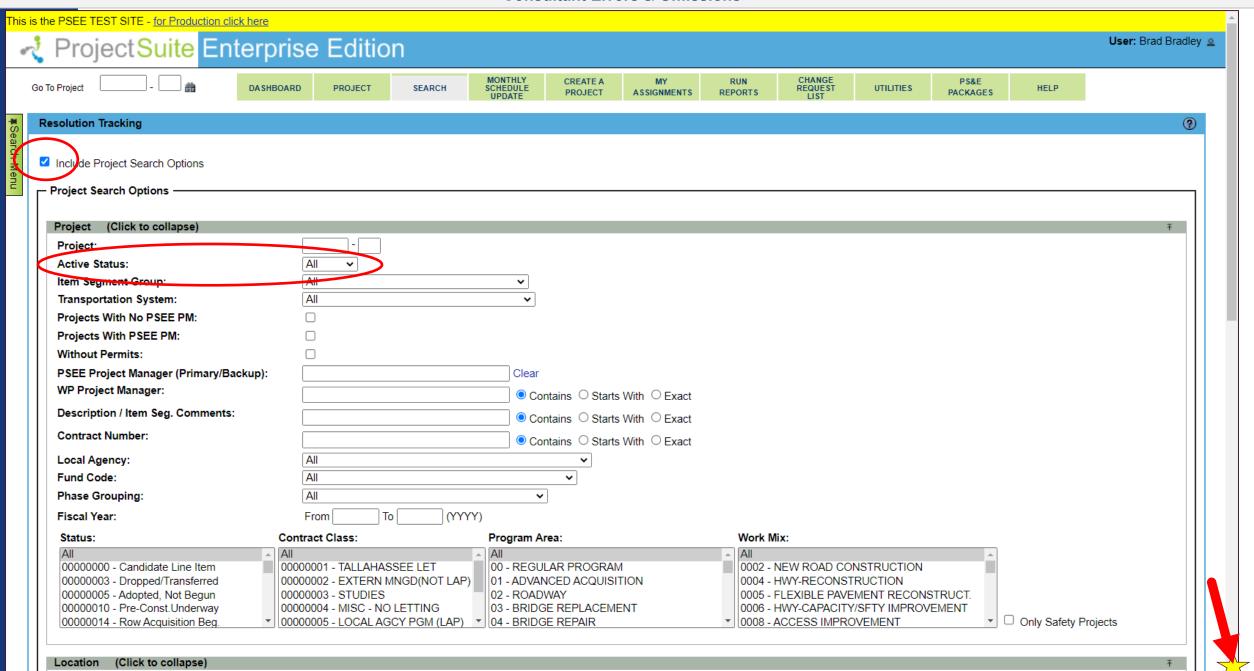


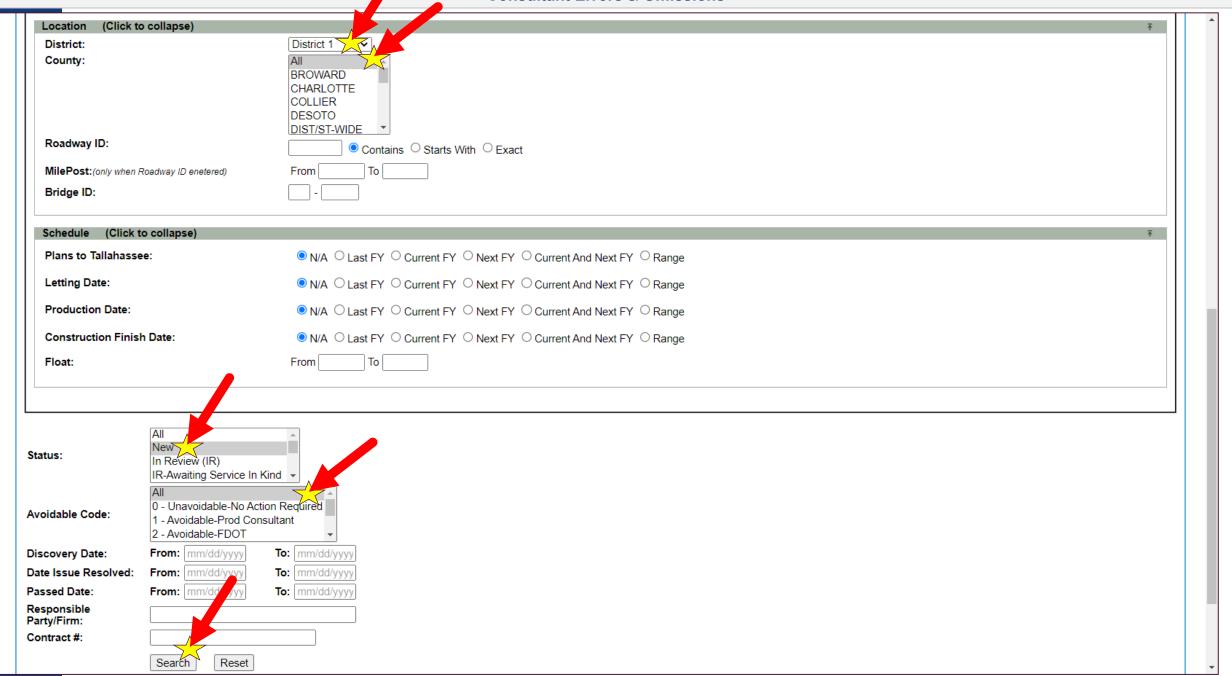


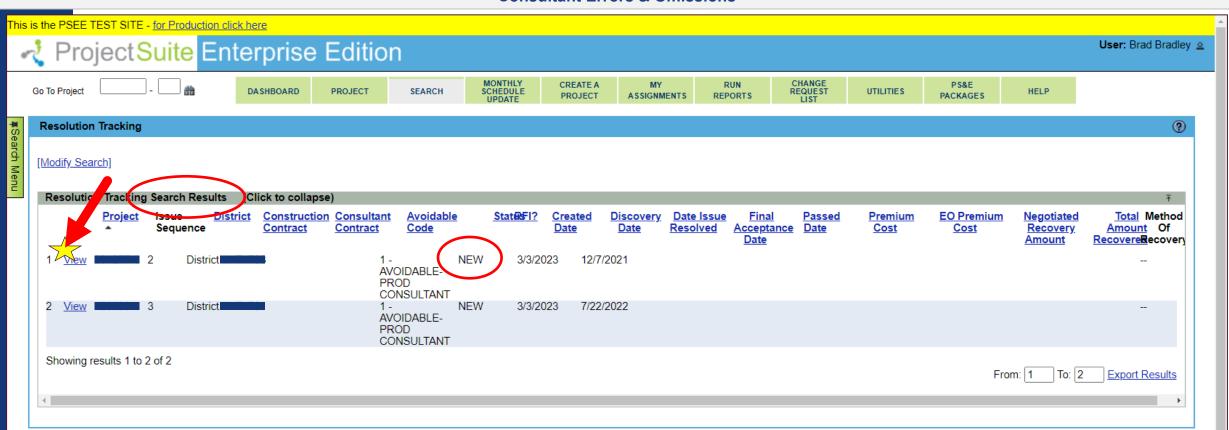


This is the PSEE TEST SITE - for Production click here ProjectSuite Enterprise Edition User: Brad Bradley Q CHANGE REQUEST LIST MONTHLY SCHEDULE CREATE A RUN Go To Projeg DASHBOARD **PROJECT** SEARCH UTILITIES HELP **PROJECT ASSIGNMENTS** REPORTS **PACKAGES** UPDATE ution Tracking 3 Include Project Search Options Central Office (For other Options check Project Search Options) District: New Status: In Review (IR) IR-Awaiting Service In Kind . 0 - Unavoidable-No Action Required Avoidable Code: 1 - Avoidable-Prod Consultant 2 - Avoidable-FDOT Discovery Date: To: mm/dd/yyyy From: mm/dd/yyyy Date Issue Resolved: To: mm/dd/yyyy From: mm/dd/yyyy Passed Date: From: mm/dd/yyyy To: mm/dd/yyyy Responsible Party/Firm: Contract #: Reset Search

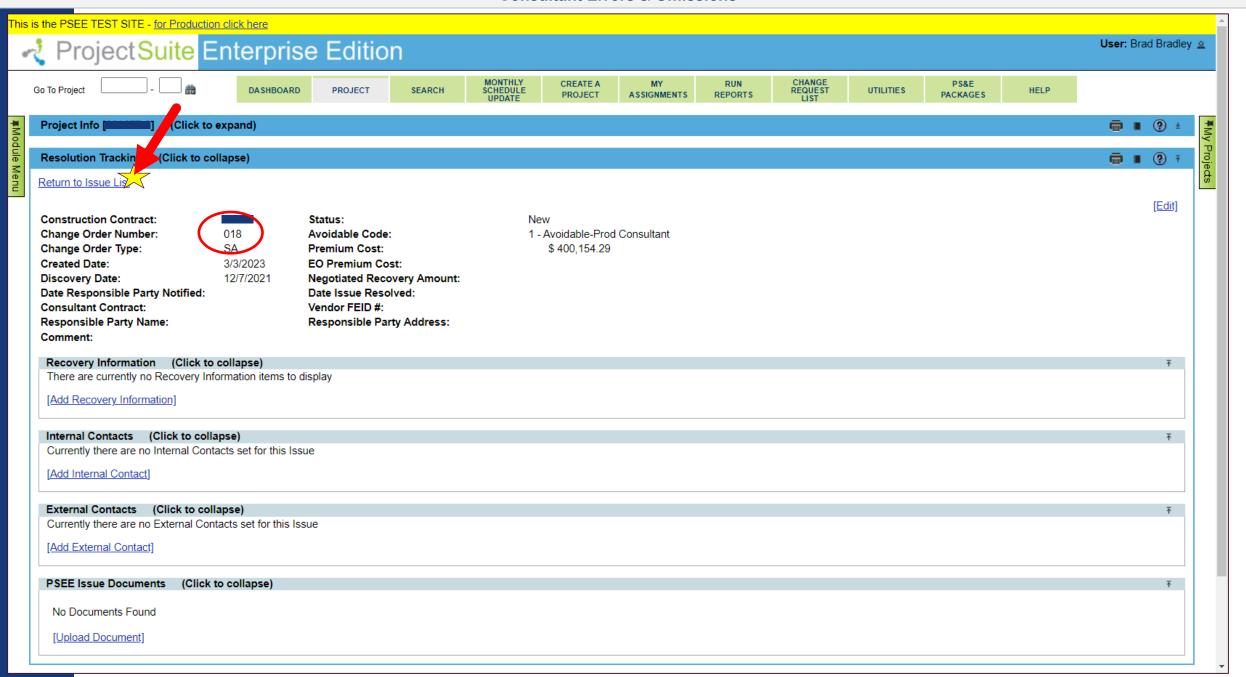


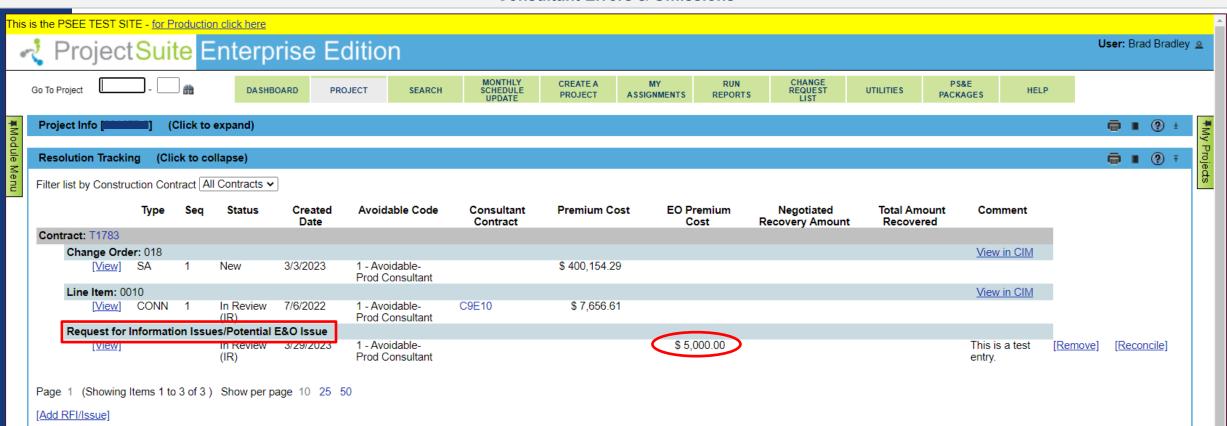














Project Suite Enterprise Edition (PSEE)

Resolution Tracking Module

Search: District All Projects

Status: IN REVIEW

Avoidable Code: 1 & 3



Consultant Errors & Omissions Roadway ID: Oontains ○ Starts With ○ Exact MilePost:(only when Roadway ID enetered) From To Bridge ID: Schedule (Click to collapse) N/A ○ Last FY ○ Current FY ○ Next FY ○ Current And Next FY ○ Range Plans to Tallahassee: Letting Date: N/A ○ Last FY ○ Current FY ○ Next FY ○ Current And Next FY ○ Range Production Date: N/A ○ Last FY ○ Current FY ○ Next FY ○ Current And Next FY ○ Range Construction Finish Date: N/A ○ Last FY ○ Current FY ○ Next FY ○ Current And Next FY ○ Range Float: From Status: In Review (IR) IR-Awaiting Service In Kind - Avoidable-Prod Consultant 2 - Avoidable-FDOT Avoidable Code: 3 - Avoidable-Consultant CEI 4 - Avoidable-FDOT CEI From: mm/dd/yyyy To: mm/dd/yyyy Discovery Date: Date Issue Resolved: To: mm/dd/yyyy From: mm/dd/yyvvy To: mm/dd/yyyy Passed Date: From: mm/dd Responsible



Party/Firm: Contract #:

Search

Reset

FLORIDA DEPARTMENT OF TRANSPORTATION

This is the PSEE TEST SITE - for Production click here ProjectSuite Enterprise Edition User: Brad Bradley Q CREATE A MY RUN PS&E Go To Project DASHBOARD **PROJECT** SEARCH SCHEDULE REQUEST UTILITIES HELP **PROJECT** ASSIGNMENTS REPORTS PACKAGES UPDATE LIST **Resolution Tracking** 3 [Modify Search] Resolution Tracking Search Results (Click to collapse) **Avoidable EO Premium** Method RFI? Date Issue <u>Final</u> Passed Passed **Premium Negotiated Total** <u>Project</u> IssueDistrict Construction Consultant <u>Status</u> Created <u>Discovery</u> Code Date Resolved Acceptance Date Cost Of Contract Contract Cost Recovery Sequence <u>Amount</u> Date Recovered Recover <u>Amount</u> District 3/3/2022 10/8/2021 3/29/2022 \$ 3.547.50 AVOIDABLE-REVIEW PROD (IR) CONSULTANT 3/4/2022 10/8/2021 3/29/2022 2 <u>View</u> -6 2 District \$3,791,38 AVOIDABLE-REVIEW PROD CONSULTANT 3/4/2022 3 View District District 10/8/2021 3/29/2022 \$7,615.96 AVOIDABLE-REVIEW PROD CONSULTANT 4 View District District 7/2/2022 11/23/2021 AVOIDABLE-REVIEW PROD CONSULTANT 5 View District District 7/2/2022 12/8/2021 AVOIDABLE-REVIEW **PROD** CONSULTANT IN 7/6/2022 6 View 3 1 District REVIEW AVOIDABLE-**PROD** CONSULTANT 7 View District District 10/30/2019 4/1/2022 6/15/2022 8/26/2021 \$ 11,298.94 AVOIDABLE-REVIEW PROD CONSULTANT District 12/9/2021 10/4/2021 4/1/2022 6/15/2022 \$63,902.06 AVOIDABLE-REVIEW PROD CONSULTANT District Yes 9/23/2021 7/28/2021 AVOIDABLE-REVIEW

Showing results 1 to 14 of 14

Œ.	ı
_	ı
~	ı
_	





FLORIDA DEPARTMENT OF TRANSPORTATION

Project Suite Enterprise Edition (PSEE)

Resolution Tracking Module

Search: Statewide All Projects

Status: IN REVIEW

■ Avoidable Code: 1 & 3



Showing results 1 to 250 of 1292 Next 250 results

ProjectSuite Enterprise Edition

User: Brad Bradley 🙎

?

Go To Project

DASHBOARD

PROJECT

SEARCH

MONTHLY SCHEDULE UPDATE

CREATE A PROJECT MY ASSIGNMENTS RUN REPORTS CHANGE REQUEST LIST

UTILITIES

PS&E PACKAGES

HELP

Resolution Tracking

[Modify Search]

	Project	Issu <u>@istrict</u> Sequence	Construction Contract	Consultant Contract	Avoidable Code	<u>Status</u>	RFI?	<u>Created</u> <u>Date</u>	<u>Discovery</u> <u>Date</u>	Date Issue Resolved	Final Acceptance Date	Passed Date	Premium Cost	EO Premium Cost	Negotiated Recovery Amount	Total Amount Recovered
) <u>View</u>	-1	1 District			1 - AVOIDABLE- PROD CONSULTANT	RESOLVED			6/17/2011	10/18/2012	1/18/2014	10/13/2014	\$ 0.00		\$ 431.60	\$ 43
<u>View</u>	-1	3 District			1 - AVOIDABLE- PROD CONSULTANT	RESOLVED			6/17/2011	4/28/2015	1/18/2014	10/13/2014	\$ 29.05		\$ 0.00	\$ (
? <u>View</u>	-2	8 District				RESOLVED			7/24/2015	6/20/2017	3/1/2018	2/27/2019	\$ 4,626.45		\$ 4,626.45	\$ 4,620
<u>View</u>	-2	14 District			1 - AVOIDABLE- PROD CONSULTANT	RESOLVED	Yes 9	9/16/2020	1/1/2017	9/15/2020				\$ 76,143.00	\$ 38,071.50	
<u>View</u>	-2	5 District			1 - AVOIDABLE- PROD CONSULTANT	RESOLVED			2/5/2016	6/20/2017	3/1/2018	2/27/2019	\$ 1,686.06		\$ 1,686.06	\$ 1,68
<u>View</u>	-2	4 District			1 - AVOIDABLE- PROD CONSULTANT	RESOLVED			8/5/2016	1/29/2018	3/1/2018	2/27/2019	\$ 87,796.33		\$ 43,898.16	\$ 43,89
<u>View</u>	-2	7 District			1 - AVOIDABLE- PROD CONSULTANT	RESOLVED			2/5/2016	1/8/2018	3/1/2018	2/27/2019	\$ 4,781.17		\$ 4,781.17	\$ 4,78
<u>View</u>	-2	9 District			1 - AVOIDABLE- PROD CONSULTANT	RESOLVED			11/17/2017	6/1/2018	3/1/2018	2/27/2019	\$ 17,886.72	\$ 0.00	\$ 0.00	\$
View	-2	1 District			1 -	RESOLVED			6/19/2015	6/20/2017	3/1/2018	2/27/2019	\$ 1 502 60		\$ 1,502,60	\$ 1.50



