



Purpose

Inform Contractors and WSDOT staff of the updated AGC-WSDOT Equipment Rental agreement which is in effect as of June 16, 2020. The agreement is referenced in Section 1-09.6 of the Standard Specifications.

Standardize the use of the Daily Report of Force Account Worked.

Provide consolidated guidance on small tools to the Project Engineer in the Construction Manual.

Guidance

Project office staff will use the version of the AGC-WSDOT Equipment Rental Agreement that is effective at the time the force account was performed.

DOT Form 422-008A is considered the standard form for use as the Daily Report of Force Account Worked. Use of DOT Form 422-008 will be discontinued.

Section 1-09.6 of the Construction Manual will be updated to address and further define small tools and better align with the Standard Specifications and the AGC-WSDOT Equipment Rental Agreement.

Background

The AGC agreement was last updated in 2007. Since then, the Blue Book® has changed publishers. These references have been updated to properly refer to Equipment Watch™. In addition, the geographic location of payment has been addressed in the agreement. Payment terms for Standby, Aeration equipment, and equipment attachments have also been updated.

DOT Form 422-008 is being discontinued since it was redundant.

Small tools are being addressed in the Construction Manual to provide further guidance to the Project Engineer, which was not addressed in previous versions of the manual. The October 2020 Construction Manual update will include small tools guidance, and a copy is attached for use prior to the update.



**Washington State
Department of Transportation**

CONSTRUCTION BULLETIN

State Construction Office
Multimodal Development & Delivery

**Force Account & AGC-WSDOT Equipment
Rental Agreement**

Bulletin #2020-03, Page 2 of 2

Date: July 9, 2020

Resources

[WSDOT/AGC Rental Agreement](#)

[422-008A Daily Report of Force Account Worked](#)

Construction Manual 1-09.6 (attached)

Implementation Plan

The current AGC-WSDOT Equipment Rental agreement is available on the WSDOT Construction webpage at the link in the Resources section now and applies to all force account performed after June 16, 2020.

The Construction Manual will be updated in October 2020.

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SS 1-09.6 Force Account

General

When it is difficult to provide adequate measurement or to estimate the cost for certain items of work, force account may be used in order to pay the Contractor for performing the work. Some contract items may be set up to be paid by force account. Some change orders may require payment by force account. *Standard Specifications* Section 1-09.6 describes the boundaries for payment of work performed by the force account method. In any case, the purpose of force account is to fully reimburse the Contractor for costs incurred on the work. These costs may also include indirect segments, such as travel, per diem, safety training, industrial safety measures, overhead, profit and other hidden costs. The objective is to minimize the inclusion of any "contingencies" included in the contract bid in anticipation of costs that may be incurred during force account work and not reimbursed.

When work is added to the contract and is to be paid by force account, a change order will have been prepared describing the added work to be performed. The change order package will also contain an independent estimate of the cost to perform the added work. All non-standard force account items are assigned the Standard Item Number 7715.

Force account payments are typically not authorized for employees engaged in management or general supervisory work. The cost for this type of activity is presumed to be included in the Contractor's markups for overhead and profit. However a foreman or, in some cases, a dedicated superintendent devoting full time to the force account work is eligible for payment on the force account.

On projects that require the Contractor to employ trainees, these employees may be utilized in force account work.

In the case of some Emergency Contracts (see the WSDOT *Emergency Relief Procedures Manual M 3014*) which will be measured and paid by Force Account, it is appropriate for the Engineer to consider payment for mobilization of equipment to the site of the emergency, including all staff time employed to procure and coordinate the mobilization. It may also be appropriate to include the labor payment for a dedicated superintendent and foremen employed solely to oversee the emergency work. On emergency contracts the mark ups may not be enough to cover the cost of performance bonds; the Project Engineer may consider payment for performance bond costs when making payment under emergency force account contracts.

The Project Engineer should consider a decision to direct force account work with the same degree of caution that would be applied to directing any other work on the contract. The Contractor should have the expertise to schedule the work and determine what equipment is required. In most cases, it is best that we allow the Contractor to propose the method and approach to the work. Our most effective role would be to concur or approve of the Contractor's proposal or suggest modifications to it. Before any work is performed by the Contractor on a force account basis, the inspectors should review and agree with the Contractor upon:

1. **Labor** – The classification and approximate number of workers to be used, the wage rate to be paid those workers, whether or not travel allowance and subsistence is applicable to those workers, and what foreman, if any, will be paid for by force account. This agreement will be closely tied to the development of the Labor List.
2. **Materials** – The material to be used, including the cost and any freight charges whether the material is purchased specifically for the project or comes from the Contractor's own supply. For materials representing a significant cost, or where the industry experiences fluctuations in price, the contract allows for shopping and the Contractor may be directed to obtain quotations.
3. **Equipment** – The equipment to be used including the size, rating, capacity, or any other information requested by the Engineer. Whether the equipment to be used is owned by the Contractor or is to be rented. The cost per hour for the equipment to be used. In the case of rented equipment, the Engineer may ask for competitive quotations, provided the request is made in advance and there is time to obtain them.

Payment for force account work should be made on the same timely basis as any other item of work. When money is being withheld from a progress estimate, the criteria for withholding should apply equally to all items of work, not just to force account work, because of its method of payment.

The procedure for record keeping and payment of force account work on change orders shall be the same as for contract items to be paid by force account. Separate records are to be kept for each force account whether it is an item in the original contract or established as a result of a change order.

Payment Procedures for Force Account Work

1. **Labor** – The specifications require the Contractor to prepare and submit a “Labor List” in advance of force account work. Once approved by the Project Engineer, this list provides the hourly rate for force account calculations until a new list is approved. New lists will not be approved retroactively and calculations previously made from an approved list will not be changed when a new list is approved. If the Contractor fails to submit a list before the first force account calculations are made, then the Project Engineer will determine the rates from the best data available (payrolls on this job, payrolls on other jobs, prevailing wage requirements, union information, etc). Labor list rates will include all the pieces of wage expense – base rates, benefits, assessments, travel, with allocations shown where necessary. Examples of Labor List entries might be:

Generic Laborer (Straight Time)		John Doe, Teamster (Overtime)	
Basic Wage/hr	\$21.36	Basic OTWage/hr	\$32.81
FICA (7.65%)	FICA (7.65%)		
FUTA (0.80%)	FUTA (0.80%)		
SUTA (5.42%) Total =	2.96	SUTA (5.42%) Total =	4.55
Indust Ins \$1.01/hr	1.01	Indust Ins \$1.01/hr	1.01
Benefits/Hr	5.45	Benefits/Hr	8.00
Subtotal	\$30.78/hr	Subtotal	\$46.37/hr
Travel Expense	Travel Expense		
\$250/40 hrs	6.25/hr	\$250/40 hrs	\$6.25/hr
Total	\$37.03/hr	Total	\$52.62/hr
Use	\$37per hr	Use	\$53per hr

These examples show the rate rounded to the nearest dollar, which is permissible. If either party would prefer to use the unrounded amount, that is also acceptable. When deciding how many hours require compensation, the specification allows all hours that are a contractual obligation or are customary payments made to all employees. This means that, if a labor contract calls for 4 hours of pay for any call out, then that is a contractual obligation and the 4 hours would be eligible for reimbursement. (As always, the Contractor is expected to reassign the employees, if possible, to avoid the penalty.) In the same vein, a non-Union contractor, who has made call out payments to all employees for years, would be eligible for reimbursement for similar payments in a force account.

Per Diem and Subsistence – This item must be agreed to in advance of the work. A daily allowance for expense generally prescribed by a labor contract or a company policy. When requested, a copy of the labor contract/company policy which describes how the Contractor is paying Per Diem must be obtained. Per Diem costs will be paid on an actual cost (invoiced and receipted) basis incurred as the direct result of the Force Account work, if the Per Diem is paid to workers for similar pay item work.

2. **Materials** – Materials also work from a list, but the list is generated in a different fashion. The Project Engineer provides the basic list of materials observed by the inspector. This is done in a timely manner (daily, unless the Contractor agrees otherwise). The Contractor adds prices to the list and attaches invoices or affidavits to support the prices. Once the list is returned and checked, payment can be made.

If a shipment of material is only partially consumed during the force account reporting period, the inspector may choose to include the entire amount in the first report or to estimate the amount consumed during each reporting period. The decision should be based upon the amount of the shipment, the nature and cost of the shipment and the security of the stockpile. A case of empty sandbags to be utilized throughout the winter for pollution control would adapt well to a single report, while a stockpile of galvanized conduit should probably be reported piecemeal as it is used in the work. The Contractor may use copies of the original invoice when the material is reported incrementally. If the Contractor has to restock unused material, restock charges can be reimbursed if the original order was reasonable for the work planned.

Along with supplying prices and invoices, the Contractor may suggest additions or corrections to the Materials List. These suggestions will be reviewed by the Project Engineer and, if appropriate, added before payment is made.

If the Contractor does not have an invoice, as in the case of stockpiles or some warehouse stock, then an affidavit will suffice. The Engineer may review the affidavit and, if it is an unreasonable price that cannot be supported, the Engineer may substitute another price, utilizing the best data available. The reasonableness of the price must consider the circumstances of the purchase and all costs associated with obtaining material from another source.

The specifications allow the Engineer to require competitive quotations, if this is done before the work is started and sufficient time is available. If the Contractor has to divert an employee to obtain the quotations, then that employee may be included in the labor reimbursement for the force account.

3. **Equipment** – The Project Engineer should review and comply with the rules governing payment for equipment as outlined in the most current AGC/WSDOT Equipment Rental Agreement. This agreement was developed as a supplement of the specifications and is relatively self explanatory.

There are three methods of acquiring equipment for use on a force account. "Owned" means that the Contractor controls and operates the equipment. A long term lease arrangement would be the same as ownership. Owned equipment is priced according to the Blue Book. For equipment not listed by Equipment Watch, a rental rate may be requested from the Engineer by completing and submitting the Force Account Equipment Rental Rate Request (WSDOT Form 422-010). "Rented to Operate" means that the Contractor has obtained a piece of equipment through a short term rental and will operate that equipment with its own employees. Rented to Operate equipment is priced according to the invoice from the rental agency. "Rented Operated" means that the Contractor has obtained a service from an individual or

a company to provide a piece of equipment with an operator. An operated rental is not paid as equipment, but rather as a Service. In some cases, the Service will be reclassified as an entity performing in the manner of a subcontractor (see below).

Damage waivers are compensable. The Engineer has the discretion to reimburse for a damage waiver when it makes good business sense. Upon request, the Contractor should be able to demonstrate that the purchase of the damage waiver is consistent with their standard business practice. Consideration should be given to the potential risk of damage to the equipment versus the cost of paying for the damage waiver. In most cases, the cost of the waiver is minimal. The damage waiver does not cover damage caused by operator negligence, nor should the Department reimburse the Contractor for repair of any damage caused by operator negligence.

Normal wear and tear on equipment is included in the Blue Book rental rates. The ownership rates include major overhaul of the equipment. The Blue Book defines major overhaul as the periodic rebuilding of the engine, transmission, undercarriage, and other major equipment components. The operating rates include the cost of daily servicing of the equipment, including the replacement of small components such as pumps, carburetors, injectors, filters, belts, gaskets and worn lines. The operating rates also include the cost of expendables such as fuel, lubricants, filters, tires, and ground engaging components, such as pads, blades bucket teeth, etc.

The costs of extraordinary operating expendables are not covered in the operating rates due to their highly variable wear patterns. These extraordinary operating expendables may include certain ground engaging components, such as hammer and drill bits, drill steel, augers, saw blades, and tooth-bits. The cost for these items will normally be recovered separately, based upon invoices for their cost.

Repair of damage is considered a risk of providing equipment. The cost of this risk is assumed to be in the markup for overhead and profit. Costs for repair of damage should not be included in the force account direct charges. A common event is the offer of a Damage Claim Waiver by a renting agency. If such a charge appears on an invoice, it **will** be considered for inclusion when payment is calculated.

As with Materials, the Engineer may require competitive bids for equipment rentals. Normally, this requirement must be made in advance, before the work is started. However, if the rental is not made in an "arm's length" transaction, for example when the contractor rents the equipment to himself through some sort of business structure, then after the fact quotations may be obtained from independent rental agencies and the lowest such quotation may be used in place of the rental invoice.

Any contractor-owned equipment, not considered part of equipment already being paid for, listed in the Blue Book with a monthly rate of less than \$100 and any other equipment with a purchase price of between \$100 and \$500 are considered Small Tools (except for rentals.) Small tools may include specialty safety equipment required for the force account work, like respirators, entry/retrieval gear for confined space and hand tools. Safety equipment that is used day in and day out and/or consumable is not included. The Contractor needs to provide supporting invoices or affidavit of purchase costs. The negotiations should consider

discussions of shared use with other work and residual value. Small tools should be paid for by a lump sum agreement, or other means as agreed to by the parties, that may be paid monthly or after the force account work is completed.

Finally, as a special insertion into this manual, there is a separate method of paying for Pavement Routers for Crack Sealing. WSDOT has agreed to set aside the Blue Book rate for this equipment and to pay \$20 per hour for the operated router.

4. **Services** – Services billed by invoice will be compensated according to the invoice if that is the typical method in standard industry practice. Typical industry practice might include specialized technical services, such as Testing Labs and Environmental Cleanup firms. Also included might be unit price invoices, such as Sweeping per mile or Concrete Pumping per cubic yard, or lump sum quotation invoices, such as Remove Danger Tree or Pump Septic Tanks.

The markup for services depends on the nature of the firm's activities on the project. If the firm is clearly an uninvolved supplier, then the Service markup will apply. If the firm is acting as a subcontractor, then the markup will be made under the subcontractor provisions described below, with the underlying (subcontractor's) overhead and profit assumed to be embedded in the invoice.

It should be noted that payment of force account work through an invoice does not excuse the Contractor from other requirements of the contract. Wage rate rules, subcontractor approvals and other provisions are still contract requirements and must be enforced. Such enforcement, however, is independent of the administration of force accounts and force account payment will not ordinarily be withheld to aid in the enforcement. Note that the statutes associated with some provision requirements do involve the withholding of payment for associated work.

As with materials and equipment rentals, the Engineer may require competitive bids for invoiced services. Normally, this requirement must be made in advance, before the work is started. However, if the service is not obtained in an "arm's length" transaction, for example when the invoice comes from a subcontractor without sufficient effort to find competitive prices, then after the fact quotations may be obtained from independent service providers and the lowest such quotation may be used in place of the service invoice.

5. **Mobilization** – Mobilization and demobilization are reimbursable expenses for assembling equipment, materials, supplies and tools for any force account item and then returning those items to the previous location when the work is finished. Demobilization can include restocking costs for materials not utilized. Force account mobilization applies to original bid item force accounts as well as force accounts added through change orders. The standard bid item "Mobilization" is assumed to not include mobilization activities for force account work.

Mobilization may occur within the project limits if special efforts are required to assemble needed items to the force account location. For example, if a lowboy is required to move a bulldozer from one end of a project to the other, then that mobilization effort would be reimbursed.

If off site preparation work is needed, the Contractor must notify the Engineer in a timely enough manner that the work can be observed, if that is desired. Without such notice, that preparation work will not be reimbursed.

The AGC Agreement allows for pro-rating mobilization costs for equipment that will be used in both force account and bid item work. This will be done by negotiation and agreement. For example, if the Project Engineer and Superintendent agree that a mobilized backhoe will be used three hours on regular work for each hour on force account, then 25 percent of the mobilization costs would be paid on the force account.

All mobilization activities can be categorized as Labor, Equipment, Materials, or Services and will be listed under those categories for payment.

6. Other Payments

- **Permits or Fees** – When a force account requires the Contractor to pay for permits or fees (hazardous waste dumping, etc.) that would fall outside the scope of overhead, these costs are reimbursable and may be included in the “Services” Section of the force account payment.
- **Retail Sales and Use Tax** – How retail sales tax and use tax is handled on the overall project depends on the ownership of the property upon which it rests. The retail sales tax consequences related to construction projects and land owned by the state of Washington or privately is addressed by WAC 458-20-170 (“Rule 170”), while the retail sales tax consequences related to construction projects and land owned by a municipal corporation, political subdivision of the state of Washington, or by the United States is addressed by WAC 458-20-171 (“Rule 171”).

With respect to Rule 171, ownership refers to ownership for the street, place, road, highway, easement, right of way, etc. being constructed and not the underlying real property. See RCW 82.04.050(10); Rule 170; and Rule 171. Thus, for instance if WSDOT has an easement with respect to a road subject to a construction project, then Rule 171 treatment will not apply even if the underlying real property were owned by the United States, Indian tribe, or municipal entity.

The Contractor’s books may be audited by the Department of Revenue upon completion of each project to ensure compliance.

- **State and Local Tax: WAC 458-20-170 – Retail Sales and Use Tax** – Item quantities listed in the summary of quantities under *Standard Specifications* Section 1-07.2(2) require retail sales tax on the item to be paid by the Contracting Agency; therefore; Contractor would not include the tax in their bids. The Contracting Agency provides this tax payment to the Contractor on the total cost summation of the bid items listed under Section 1-07.2(2). Contractor remits this retail sales tax through to Department of Revenue. Under state tax law project Work requires remittance of retail sales tax on the full contract price.
 - **Resale Items** – Materials purchased for incorporation into the permanent project.
 - **Use of Reseller Permits** – Generally, purchases of tangible personal property by persons without a valid reseller permit are subject to retail sales tax. See WAC 458-20-102. For example, a Contractor’s purchases

of materials incorporated permanently into the structure being built or improved as part of the project Work (including but not limited to cement concrete, lumber, finished hardware, asphalt concrete pavement) are treated as a retail sale at the point of purchase unless the contractor has a valid reseller permit. If the contractor has a valid reseller permit, the Contractor can provide it to their vendors to purchase these materials permanently incorporated into a structure being built or improved under a project without paying retail sales tax. These materials if purchased with a reseller permit are considered to be purchased for "resale".

- **Tax Paid at Sourced Deduction** – If the contractor does not have a valid reseller permit when purchasing materials permanently incorporated into a structure being built or improved as a part of the project Work, the contractor must pay retail sales tax at point of purchase and then may take the appropriate deduction (tax paid at source) when filing its Washington state excise tax return. The Contracting Agency pays retail sales tax to the Contractor when the material is incorporated into the permanent work of the project.
- **Consumables Items** – There may be items that the contractor is required to pay retail sales tax on at the point of purchase because they are consumed by the Contractor rather than resold ("consumables"). For example, tools, machinery and equipment, and supplies consumed (including but not limited to concrete forms, fuel or tools, equipment purchased or rented) during the performance of the project work are "consumables", which are a part of the overall cost of doing business for the Contractor. The Contractor is required to pay retail sales tax at the point of purchase/rental for these items or use tax if retail sales tax is not paid. These costs are bid as a part of the associated bid items.

The contractor is considered the "consumer" when renting equipment for use in Washington State and must pay sales tax on the total charge. This is no different than purchasing a tool the contractor must have in order to perform its services and passing the cost on to the customer. The sales tax paid by the contractor to the rental company is a cost of doing business and, if it is passed on to the customer, it is considered to be part of the gross contract price that is subject to sales tax.

When calculating or estimating the cost of force account or change order work, retail sales tax will always be applied and paid by the Contracting Agency on the whole summation of daily force account cost including labor, equipment and material costs, which can in the case of "consumable" items include paying retail tax on a tax.

– **State and Local Tax: WAC 458-20-171 – Retail Sales and Use Tax** –

For item quantities listed in the summary of quantities under *Standard Specifications* Section 1-07.2(1) retail sales tax is not required on the item.

However, the Contractor is required to pay retail sales tax on all of its own retail sales taxable purchases regardless of use ("consumable" or not) or use tax if retail sales tax is not paid. For contract work, this expense is incidental and therefore included in the individual contract items as a part of the bid amount.

- **Ownership By Covered Persons**— Rule 171 applies where the operative public road construction is owned by a municipal corporation, political subdivision of the state of Washington, the United States, or an Indian or Indian tribe in Indian country. RCW 82.04.050(10); Rule 171, and WAC 458-20-192.
- **WSDOT Not A Covered Person** – WSDOT is not a municipal corporation, political subdivision of the state of Washington, the United States, or an Indian or Indian tribe. Therefore, where the operative public road construction is owned by WSDOT, the construction is subject to retail sales tax consistent with Rule 170 above.
- **WSDOT Easements** – Washington Excise Tax Advisory (ETA) 3068.2009 explains that where "title to the land upon which the highway, street, place, or road is being constructed vests in the state of Washington, the construction contract is a retail sale." ETA 3068.2009 further makes clear that this vesting provision refers to the street, place, road, highway, easement, right of way, etc. being constructed and not the underlying real property. Thus, for instance if WSDOT has an easement with respect to a road subject to a construction project, then Rule 171 treatment will not apply regardless of whether the underlying real property is owned by another party.

When calculating or estimating the cost of force account or change order work, sales tax should be included on all invoices. As stated previously, the fact that taxes are shown or not shown on invoices is not a reliable indication of what the contractor is obligated to pay. The contractor may receive reimbursement later or be required to pay additional taxes when the contract is complete.

- **Exceptions** – Consistent with Rule 171, construction of the following facilities has been specifically exempted. Work on these facilities falls under Rule 170 even if they are on non state owned land:
 - Water mains.
 - Telephone, telegraph, electrical power, or other conduits or lines in or above streets and roads, unless such power lines become a part of a street or road lighting system.
 - Construction of sewage disposal facilities.
 - The installing of sewer pipes for sanitation, unless the installation thereof is within, and a part of, a street or road drainage system.

- **Conclusion** – Most of the time, retail sales tax on invoices is required. In turn, we need to reimburse the contractor for the tax (paid or deferred) on force account invoices and include the costs when estimating the value of change order work. The one exception is “resale” items if the contract falls under Department of Revenue rule 170 where retail tax sales need not be paid at the point of purchase. These rules should be adhered to regardless of whether retail sales tax is shown on the invoice.

- **Contractor Markup on Subcontractor’s Work**—If work is being performed by a Subcontractor (or by a service supplier acting in the manner of a Subcontractor), a supplemental markup will be added. This supplement will be added one time for each payment, even if a lower-tier subcontractor is doing the work.

If more than one Subcontractor performs work on the same force account item, the additional markup is applied separately to each Subcontractors computed cost for their work.

Additional markups are not applied to force account work done by a Subcontractor’s lower tier subcontractors. Section 1-09.6 of the *Standard Specifications* states the additional markup is applied to each Subcontractor doing force account work. Section 1-01.3 of the *Standard Specifications* defines Subcontractor as an individual, partnership, firm, corporation or joint venture that is sublet part of the contract by the Contractor. A lower tier subcontractor does not have a sublet with the Contractor. Their sublet is with the Subcontractor; therefore the additional markup is only applied to Subcontractor per the *Standard Specifications*.

The additional markup is a graduated step down rate, which gets smaller as the amount of payment to a given Subcontractor for that force account item increases. The additional markup rate is determined by the accumulated value of work that a specific Subcontractor has performed on each specific force account item. For example, if Subcontractor X performed force account work on bid item A in the amount of \$150,000 for the first estimate, the markup would be calculated at 12% for the first \$25,000, 10% the next \$75,000, and 7% on the remaining \$50,000 and all subsequent payments for this bid item work ($(\$25,000 \times 0.12) + (\$75,000 \times 0.10) + (\$50,000 \times 0.07) = \$14,000$ markup).

The amounts on which the rate is determined will be tracked separately for each Subcontractor on each force account item included in the original contract or added by change order. If two Subcontractors work on the same force account, then the accumulated total will be tracked for each, and markup for work done by each will be according to the respective total. If a single Subcontractor works on two force accounts, then there will be a running total of work done by that Subcontractor on each account and the markup rate for the same sub on different force accounts could be different.

Records and Source Documents

Accurate daily time records should always be kept when performing force account work. A Daily Report of Force Account Worked DOT Form 422-008 is provided for the Project Engineer's use to help facilitate timely, accurate, and complete records of the daily force account activities. Whatever method of record keeping is used, it is recommended that the document be signed by both the Inspector and a representative of the Contractor agreeing on the materials used and the hours noted for labor and equipment. A copy of the daily report must be provided to the Contractor. When the work is performed by a subcontractor, a copy should also be provided to the subcontractor.

The costs for force account work should be determined and entered into the CAPS system in as timely a manner as possible.

All calculations for determining force account costs should be checked, initialed, and dated. After the cost of the work has been computed in the office, a copy of calculations shall be furnished to the Contractor.

Summary

To summarize, the purpose of force account is to fully reimburse the Contractor for costs incurred on the work. The objective of force account administration is to minimize the inclusion of any "contingencies" included in the contract bid in anticipation of costs that may be incurred during force account work and not reimbursed.

Items which are bid or negotiated with a unit price or a lump sum agreement will not be converted to force account unless a change (as defined in *Standard Specifications* Section 1-04.4) has occurred. On the other hand, any work to be done or the remaining portion of work underway on a force account basis may be converted to unit prices or a lump sum at any time the parties can reach an agreement. Such a conversion is highly desirable and should always be a goal of the Project Engineer.