

Section 6.2 ALTERNATIVE CONTRACTS

6.2.1 Purpose

This section provides computation and documentation methods for Alternative Contracts, as well as establishes procedures and guidelines required by Alternative Contracts for the Project Administrator (PA) and staff to use in building and supporting the specific contract requirements. This section also summarizes the required records for processing the ***Final Estimates Documentation*** on Alternative Contracts. It is not the intent of these procedures to supersede the Contract Documents, but to enhance the process of the ***Final Estimates Documentation*** submittal. The documents required to close out a final estimate will vary from contract to contract. It is the responsibility of the Resident Office (RO) to ensure that the Contractor complies with the Contract Documents.

6.2.2 Authority

[Section 20.23\(3\)\(a\), Florida Statutes](#)
[Section 334.048\(3\), Florida Statutes](#)

6.2.3 Reference

[Section 337.11\(7\)\(a\), Florida Statutes](#)
[Section 337.11\(4\), Florida Statutes](#)
[Section 337.18\(4\)\(a\), Florida Statutes](#)
[Section 20.23\(4\)\(a\), Florida Statutes](#)
[Section 337.025, Florida Statutes](#)

Alternative Contracting website at:

<http://www.fdot.gov/construction/AltContract/AltContract.shtm>

[Construction Project Administration Manual \(CPAM\), Topic No. 700-000-000](#)

[FDOT Standard Specifications for Road and Bridge Construction](#)

[Design-Build Specifications Boilerplate](#)

[Special Provisions - Workbook](#)

[FDOT Design Manual](#)

[Attachment A – Florida Transportation Commission Report](#)

6.2.4 Types of Alternative Contracts

6.2.4.1 Contracts with Lane Rental Fees

The [Lane Rental](#) concept requires either the Contractors bidding on a project to determine a number of days that a lane will be closed during work or the engineer/designer to set the total allowable number of lane rental days in the contract. A fee is established during design and placed in the contract to be assessed for each day or half-day of lane closure(s), in excess of the number of total lane rental days originally bid by the Contractor (See Contract for the applicable days). Once the number of lane rental days used exceeds the total number of lane rental days bid, the predetermined lane rental fee will be multiplied by the excess time defined in the contract and the result will be deducted from the progress estimate payment.

All lane closures must be documented on **Form 700-050-57, Lane Rental Site Source Record**. Beginning and ending times, locations, and unit of measure (i.e., full, or half-days) will be tabulated for each lane rental to be charged. The actual full or half-day lane rental will be charged on the day in which the ending time falls. For example, if a lane closure begins at 8:00 p.m. on Monday and reopens at 6:00 a.m. the next day (Tuesday), a half-day lane rental will be reported for Tuesday on the **Lane Rental Site Source Record**. The Contractor and PA must mutually agree upon the twenty-four (24) hour clock beginning and ending times for lane rental purposes. Such agreements will be recorded in the Preconstruction Conference Minutes. (**Special Provision (SP) Section 2-5.1, SP0020501LR.**)

Both the Inspector and Contractor must sign the **Lane Rental Site Source Record** agreeing to the total days charged. The signed form will be submitted with the **Final Estimates Documentation**. The Final Lane Rental Incentive/Disincentive dollar amount will be shown as a contract adjustment to the progress estimate on which it is to be paid, using the AASHTOWare Project Construction (PrC) code, **Lane Rental Incentive-Disincentive (LRID)**. Appropriate adjustment comments must be included when the adjustment is created. See the [PrC User Handbook](#) for more information on adjusting an estimate.

In addition to the Daily Lane Rental Fee provided in **Special Provision Section 2-5.1, SP0020501LR**, a Damage Recovery/User Cost will be assessed against the Contractor if all lanes are not open to traffic during the times as shown in the Traffic Control Plans. (See **Special Provision Section 8-13.1, SP0081300IDLR.**) Costs will be assessed beginning at the appropriate time as shown in the Traffic Control Plans and continue until all lanes are open as recorded by the Engineer. The District Construction Office (DCO) will determine the dollar amounts for the assessment using the FDOT Road User Cost

(RUC) Software. The assessment will be included in **Special Provision Section 8-13.1 SP0081300IDLR**. (See example below.)

First 30 minutes and under: \$_____
Each additional 30-minute period or portion thereof: \$_____.
Such costs will not exceed \$_____ over a 24-hour period.

At the discretion of the Engineer, damage recovery/user cost will not be assessed for failure to open traffic lanes if such cause is beyond the control of the Contractor, i.e., catastrophic events, accidents not related or caused by the Contractor's operations.

The Department will have the right to apply as payment on such damages to any money which is due to the Contractor by the Department.

6.2.4.2 Contracts with A + B Bidding

The [A+B bidding](#) concept is a cost-plus-time method of bidding, which enables each Contractor to bid the number of days in which the project can be completed, thus allowing the Contractor to control the important element of time.

In the A+B bidding method, a dollar value for each Contract Day is established by the Department prior to the project being advertised. The Contractor will receive an incentive payment for the Daily Value amount specified in **Special Provision Section 3-1, SP0030100AB** for each calendar day the work is completed ahead of the Original Contract Time bid. If the Contractor completes the project late, a disincentive and the appropriate liquidated damages will be assessed, per **Special Provision SP0081300AB**. For the calculation of the incentive, the Original Contract Time will not be adjusted for weather, unforeseen conditions, and extra work as approved. The number of days bid is multiplied by the daily road user cost to determine the value of the Contractor's time bid. The District Construction Office (DCO) will determine the daily road user cost using the FDOT Road User Cost (RUC) Software. (See **Special Provision Section 8-13.1, SP0081300AB**.)

The **Daily Work Report (DWR)** and **Diary** in **PrC** will serve as the supporting documentation for appropriate payment as outlined in **CPAM Section 5.1**. The following statements must be recorded in both reports:

1. Today is the first day or the beginning milestone day of the A+B bidding phase of this Contract.
2. Today is the last day of the A + B bidding phase of this Contract.

The final incentive/disincentive dollar amount of the A+B bidding concept will be shown as a Contract adjustment to the progress estimate on which it is to be paid, using the PrC code, **A+B Incentive-Disincentive (ABID)**. Supporting remarks must be included when the adjustment is created. See the [PrC User Handbook](#) for more information on adjusting an estimate.

6.2.4.3 Contracts with No Excuse Bonus

The [No Excuse Bonus](#) concept is intended to shorten the construction time that would normally be required to perform the work by providing the Contractor with a substantial bonus to complete a project (or phase of the project) within the timeframe specified in the Contract, regardless of any problems or unforeseen conditions that might arise. The bonus is tied to a "drop-dead" date (time frame) that is either met or not met. This date can be a milestone within the project or final completion. Time extensions are not allowed for the purpose of the bonus unless a catastrophic event has directly impacted the Contractor's performance.

The **Daily Work Report** and **Diary** in **PrC** will serve as the supporting documentation for payment as outlined in **CPAM Section 5.1**. The following statements must be recorded in both reports:

1. Today is the first day or the beginning milestone day of the No Excuse Bonus phase of this Contract.
2. Today is the last day of the No Excuse Bonus phase of this Contract.

The final dollar amount of the No Excuse Bonus will be shown as a Contract adjustment to the progress estimate on which it is to be paid, using the PrC code, **No Excuse Bonus (NEXB)**. Supporting remarks must be included when the adjustment is created. See the [PrC User Handbook](#) for more information on adjusting an estimate.

6.2.4.4 Liquidated Savings Contracts

The [Liquidated Savings](#) concept is used to reward the Contractor for each calendar day the Contract is completed and accepted prior to the expiration of Contract Time. Contract Time is adjusted for time extensions under this concept.

The **Daily Work Report** and **Diary** in **PrC** will serve as the supporting documentation for payment as outlined in **CPAM Section 5.1**. The following statements must be recorded in both reports:

1. Today is the first day or the beginning milestone day of the Liquidated Savings phase of this Contract.

2. Today is the last day of the Liquidated Savings phase of this Contract.

The final dollar amount of the Liquidated Savings will be shown as a Contract adjustment to the progress estimate on which it is to be paid, using the PrC code, **Liquidated Savings (LSAV)**. Supporting remarks must be included when the adjustment is created. Payment will be made to the Contractor on a progress estimate after final acceptance in accordance with **Specifications Section 5**. See the [PrC User Handbook](#) for more information on adjusting an estimate.

EXAMPLE 1:

Contract days allowed = 200

Days used to complete project = 180

Days to receive an adjustment = 20

Amount Shown in Contract for early completion = \$2,000/day

Progress estimate reflects 20 days x \$2,000/day = \$40,000 in liquidated savings

If time negotiations for unforeseen conditions, extra work and weather days are in progress with the Contractor after project final acceptance, payment will be based on the PA's documented days until a settlement is agreed upon with the Contractor.

EXAMPLE 2:

Contract days allowed = 200

Days used to complete project = 200

Days to receive an adjustment = 0

Negotiation (time extension) for extra work

Project Administrator Records = 30 days

Contractor Claims = 60 days

Amount Shown in Contract for early completion = \$2,000/day

Progress estimate reflects 30 days x \$2,000/day = \$60,000 until an agreement is reached

6.2.4.5 Lump Sum (LS) Contracts

The Documents required to close out a final estimate on LS contracts will vary from contract to contract. It is the responsibility of the PA and the District Final Estimates Manager (DFEM) to determine that all required documents are complete and accompany the **Final Estimates Documentation** in accordance with the Contract and Specifications on Lump Sum Contracts.

Changed conditions, extra work and unforeseen work must be negotiated and resolved with the Contractor utilizing Supplemental Agreements (SA) and/or Work Orders (WO) on Contingency Supplemental Agreements. See [CPAM 7.4](#) for additional information on ***Contingency Supplemental Agreements and Work Orders***.

Since there is only one LS pay item on these contracts, other items included in payment such as adjustments will be discussed, as well as submittal documentation requirements.

All documents and records will be submitted and exchanged electronically using the Department's collaboration site and uploaded into the Department's Electronic Document Management System (EDMS).

(A) Adjustments Included in Payment

All tables listed in ***Special Provision SP0090103LS*** apply to Deficiencies, Asphalt Pay Adjustments, Asphalt Overbuild, Foundation, and Quality Adjustments. Those tables listed are to be completed with a predetermined unit price if these specific areas are included in the Contract. If no prices are shown in the Contract specifying that adjustment will be made, contact the District Specification Engineer to determine if this was an oversight. If so, the District Specification Engineer will supply this information. Otherwise, the unit price will be determined based on statewide averages. A Work Order (WO) will be required to amend the Contract.

(1) Adjusted Pay for Deficiencies

CPAM 5.8 describes the decision process for determining what deficient material will be left in place at no pay or removed and replaced. Documentation for these adjustments will be submitted with each monthly progress estimate and included in the ***Final Estimates Documentation***. (See the ***Special Provision Section 9-2.2, SP0090103LS***.)

(a) Leave in Place at No Pay

The PA will apply a reduction in the lump sum payment due to deficient material left in place at no pay. The negative pay adjustment will be based on the unit prices shown in ***Special Provision Section 9-2.2, SP0090103LS, Table 9-1***. The adjustment will be entered as a line-item adjustment in the progress estimate. Appropriate remarks will be included when the adjustments are created.

The PA will document that all adjustments are correct and have met the criteria as set forth in the Contract. Documentation of all failures will be submitted with the ***Final Estimates Documentation***. (See ***CPAM Section 6.2.5*** for examples of deficiency area evaluation.)

Pay adjustment is calculated by using the following formula:

$$(\text{Quantity Reduced}) \times (\text{Unit Price from Table 9-1})$$

Example of Deficiency Adjustment Unit Prices
Table 9-1

Item Description	Unit	Unit Prices
Optional Base/Superpave	SY	\$8.78
Superpave (Traffic level B)	Ton	\$48.62
Superpave (Traffic level C)	Ton	\$52.99
Asph. Conc. Friction Course (FC-6)	Ton	\$56.79

Concrete failures will be adjusted in accordance with the current ***Contract Document Specifications***.

(b) Remove and Replace

When it is determined that deficient material will be removed and replaced at no cost to the Department, this material will be identified as such in the Quality Control Roadway Report (QCRR). No other adjustments are necessary.

(2) Asphalt Pay Adjustments

Asphalt pay quantity adjustments apply to asphalt items listed in Contract ***Sections 234, 334, 337 and 339***.

Adjustments in pay will only be made for asphalt accepted by the Department up to the adjusted quantity limits as defined in ***Special Provision Section 9-2.2.2 SP0090103LS***. A negative adjustment in pay is made when the asphalt quantity placed is less than the adjusted quantity.

For contracts let prior to July 1, 2017, which are not utilizing adjusted quantity, adjustments will be based on the quantity placed, not to exceed the total design spread rate tonnage. Per ***Special Provision Section 9-2.2.2 SP0090103LS***, any quantity exceeding the design spread rate specified in the Contract Documents will

not be paid. Therefore, tonnage exceeding the design spread rate, which are not Engineer directed, will not be eligible for payment, including bituminous adjustments.

(3) Asphalt Overbuild

An adjustment in payment will be made on asphalt overbuild used for cross-slope correction when called for in the plans.

- a) A negative adjustment will be made when the quantity of material placed is less than the adjusted quantity defined in **Special Provision Section 9-2.2.2, SP0090103LS**.
- b) A positive adjustment will be made if the material placed exceeds the adjusted quantity with no negative effect to the correction of the cross-slope.

Adjustment in pay for overbuild is calculated by using the formula below:

$$[(\text{Quantity Placed}) - (\text{Adjusted Quantity})] \times (\text{Unit Price from Table 9-2})$$

Example of Asphalt Overbuild Adjustment Unit Prices
Table 9-2

Item Description	Unit	Unit Prices
Superpave (Traffic level B)	Ton	\$48.62
Superpave (Traffic level C)	Ton	\$52.99

(4) Foundation Adjustments

Adjustment (additions or deletions) in the lump sum payment for the total project quantity will be made for quantities installed of piling and drilled shafts determined from the pile/drilled shaft elevations shown in the Contract Documents. (**See Special Provision Section 9-2.2.4, SP0090103LS**.) The PA will base the adjustments in payment on the unit prices as shown in **Table 9-3**.

Example of Piling and Drilled Shafts Adjustment Unit Prices
Table 9-3

Item Description	Unit	Unit Prices
Concrete Piling Prestressed (18")	LF	\$45.25
Concrete Drilled Shafts (30")	LF	\$80.33

Concrete Piling Prestressed (36")	LF	\$69.33
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(5) Quality Adjustment

Quality adjustments include CPF adjustments for asphalt, Smoothness (Straightedge and or Laser Profiler) adjustments for asphalt and concrete pavements, Concrete Pavement Strength of Material adjustments, and Plastic Properties adjustments.

Quality adjustments will be made based on the unit prices provided in ***Special Provision Section 9-2.2.5, SP0090103LS, Table 9-4.***

Example of Quality Adjustment Unit Prices
Table 9-4

Item Description	Unit	Unit Prices
Optional Base/Superpave	SY	\$8.78
Superpave (Traffic Level B)	Ton	\$48.62
Superpave (Traffic level C)	Ton	\$52.99
Friction Course (FC 6)	Ton	\$56.79

All adjustments will be shown on ***Form 700-050-10, Pay Item Summary and Certification Sheet*** as a line-item adjustment.

NOTE: The PA should emphasize the Contractor's responsibility to provide accurate reports (i.e., quantities (SY), overlapping joints, exact widths being placed, and correct tonnage).

An adjustment for smoothness will be made based on the criteria specified in the ***Contract Specifications Section 330***, if applicable.

(6) Adjustment to the Lump Sum Payment for Increase or Decrease in Items of Work

If the PA determines that an item originally shown in the contract plans is not needed on a project, such as a pipe culvert, an inlet, a manhole, a mitered end section, etc., a negative adjustment will be made based on the actual cost of that item (minus any costs incurred prior to the date the Engineer determined the item was not needed) and the Contractor will retain ownership. (See ***Special Provision Section 9-2.2.6***)

If it is determined that additional items or alterations in the character of work are needed, the Contractor will be paid in accordance with **Standard Specification Section 4-3.2**.

(7) Retainage

The Department will withhold 10% of the amount due on the current estimate as retainage when the percent of Contract Time used exceeds the percent of the Contract amount earned by more than 15%. Retainage will not be withheld until 75% of the Contract Time has elapsed. This amount will not be released until payment of the Final Estimate (See **Specifications Section 9**).

After the PA approves the Contractor's certified monthly estimate, payment will be made based on the work the Contractor performs less any retainage amount withheld, per provisions in the Contract. The Contractor's Certified Monthly Estimate payments will be approximate only and will be subject to decrease (overpayments) or increase (underpayments).

(8) Fuel Adjustments

On Contracts with an original Contract Time in excess of 120 calendar days, the Department will make price adjustments on each applicable progress estimate to reflect increases and decreases in the price of gasoline and diesel from those in effect during the month in which bids were received. The Contractor will not be given the option of accepting or rejecting these adjustments. Price adjustments for these fuels will be made only when the current fuel price (CFP) varies by more than 5% from the price prevailing in the month when bids were received (Base Fuel Price - BFP), and then only on the portion that exceeds 5%. (See **Special Provision Section 9-2.1.1 SP0090103LS**.)

NOTE: Effective for contracts let January 2022 and forward, fuel adjustments will only be made on diesel fuel.

Fuel adjustments for asphalt quantities will only be made on work accepted by the Department, up to the adjusted quantity limits as defined in **Special Provision Section 9-2.2.2 SP0090103LS**. The adjusted quantity will include any Engineer approved changes. Any quantities exceeding the adjusted quantity limits, which are not Engineer directed, will not be subject to any payment.

Fuel adjustments for non-asphalt items, will only be made on the work accepted and eligible for payment, not to exceed the approved Schedule of Values. If an

adjustment is made and the work is later determined to be unacceptable, a deduction to the adjustment will be made on the next progress estimate.

The Contractor will certify the number of gallons of fuel (gasoline and diesel) used on the Contract during the period represented by each Contractor's Certified Monthly Estimate. The fuel adjustment to be paid is generated by the **Contractor's Certification of Fuel Adjustment** for each monthly estimate. The **Contractor's Certification of Fuel Adjustment** is an automated Excel worksheet provided by the Department to calculate gallons of gasoline and/or diesel for the different items that will receive a fuel adjustment. Gallons (gasoline or diesel) will be derived from the pre-determined **Standard Fuel Factors** for the items receiving a fuel adjustment. On the **Contractor's Certification of Fuel Adjustment**, the Contractor will enter the data as follows:

- 1) "Setup" tab (pictured below):
 - a) Contract and Contractor's information, worksheet number, and the dates of the period the certification covers.
 - b) The Base Fuel Price (index) for the month the Contract was bid (BFP) and the Current Fuel Price (index) for the month of the current estimate (CFP).
 - c) The Average Price Indexes are posted on the Construction Office website at:

<https://www.fdot.gov/construction/fuel-bit/fuel-bit.shtm>

Contractor's Certification of Fuel Adjustment (Design Build and Lump Sum Projects)			
Worksheet No. 12			
Financial Project ID:	123456-1-52-01		
Contractor:	We Pave, Inc.		
Contract Number:	T1234		
From (Mo/Day/Yr):	11/09/19	To (Mo/Day/Yr):	12/15/19

	Month / Year	Gasoline Index	Diesel Index
Base Index:	Dec-18	1.4958	1.8838
Current Index:	Dec-19	1.7555	2.0510
Index Difference:		0.1849	0.0730

[Go To Main Sheet](#)

Effective January 2013 Letting
(Revision 12/10/19)

Digital Signature-Instructions Setup FuelWS (+)

- 2) On the "Main Sheet" ("FuelWS" tab), enter the quantities that represent the work performed during the period included in the progress estimate (since the previous estimate cut-off date) based on the Schedule of Values (SOV). The PA will review and reconcile any differences on the certified monthly progress estimate before processing for payment.

NOTE: Lump Sum and Design-Build contracts have no pay items, only descriptions of pay items as noted in the SOV. Therefore, if the equivalent description of a pay item is not included in the **Contractor's Certification of Fuel Adjustment**, such item will not receive a fuel adjustment.

- a) Select "Hide Unused Items" (top left) to show only items with recorded quantities.

SIGNATURES This document needs to be signed. View Signatures...

CONTRACTOR'S CERTIFICATION OF FUEL ADJUSTMENT
(DESIGN BUILD AND LUMP SUM PROJECTS)

CONTRACTOR: We Pave, Inc.
WORKSHEET NO.: 12
FINANCIAL PROJECT ID: 123456-1-52-01

DATE FROM: 11/03/19
DATE TO: 12/15/19
CONTRACT NO.: T1234

MONTH / YEAR: Dec-19
BASE INDEX: 1.4958
CURRENT INDEX: 1.7555

GASOLINE INDEX: 1.4958
DIESEL INDEX: 1.8838
GASOLINE INDEX: 1.7555
DIESEL INDEX: 2.0510

ITEM NUMBER(S)	ITEM DESCRIPTION	UNIT	QUANTITY	GASOLINE (GALLONS)	DIESEL (GALLONS)	GASOLINE FACTOR	DIESEL FACTOR
010-1-1	Clearing & Grubbing*	LS/AC				25.272476	251.478708
010-2-1	Clearing & Grubbing	AC				25.272476	251.478708
010-1-5	Asphalt Work, Complete*	LS/AC				25.272476	251.478708
010-20-1	Removal of Existing Wall MSE Wall	LS/SF				25.272476	251.478708
010-20-2	Removal of Existing Wall Retaining Wall	LS/SF				25.272476	251.478708
010-4	Removal of Concrete Pavement	SY				0.04700	2.340900
010-4-3	Removal of Existing Concrete, Concrete Sidewalk and Driveways	SY				0.04700	2.340900
010-4-4	Removal of Existing Concrete, Slope Pavement	SY				0.04700	2.340900
010-4-5	Removal of Existing Concrete, Curb Elements	SY				0.04700	2.340900
010-4-6	Removal of Existing Concrete, Ditch Pavement	SY				0.04700	2.340900
010-4-7	Removal of Existing Concrete, Rigid Concrete Pavement	SY				0.04700	2.340900
010-4-10	Removal of Existing Concrete	SY				0.04700	2.340900
010-4-11	Removal of Existing Concrete, Permanent Barrier Wall	SY				0.04700	2.340900
010-4-12	Removal of Existing Concrete, MSE Wall	SY				0.04700	2.340900
010-4-13	Removal of Existing Concrete, Retaining Wall	SY				0.04700	2.340900
010-4-15	Removal of Existing Concrete, Perimeter Wall	SY				0.04700	2.340900
010-4-16	Removal of Existing Concrete, Gravity Wall	SY				0.04700	2.340900
010-4-17	Removal of Existing Concrete, Architectural/Decorative Wall	SY				0.04700	2.340900
0120-1	Regular Excavation	CY	225	2	124	0.010466	0.551228
0120-1-900	Regular Excavation, Projects 405270-1,-3, and -4	CY				0.010466	0.237663
0120-2-2	Borrow Excavation	CY	100	1	82	0.013083	0.823183
0120-3	Lateral Ditch Excavation	CY				0.023027	0.546873

- b) The calculated total gallons (gasoline and diesel), index difference and fuel adjustment for the month's certified progress estimate will be populated on the bottom of the worksheet. (See example below.)

MARKED AS FINAL An author has marked this workbook as final to discourage editing. Edit Anyway

CONTRACTOR'S CERTIFICATION OF FUEL ADJUSTMENT
(DESIGN BUILD AND LUMP SUM PROJECTS)

CONTRACTOR: We Pave, Inc.
WORKSHEET NO.: 12
FINANCIAL PROJECT ID: 123456-1-52-01

DATE FROM: 11/03/19
DATE TO: 12/15/19
CONTRACT NO.: T1234

MONTH / YEAR: Dec-19
BASE INDEX: 1.4958
CURRENT INDEX: 1.7555

GASOLINE INDEX: 1.4958
DIESEL INDEX: 1.8838
GASOLINE INDEX: 1.7555
DIESEL INDEX: 2.0510

ITEM NUMBER(S)	ITEM DESCRIPTION	UNIT	QUANTITY	GASOLINE (GALLONS)	DIESEL (GALLONS)	GASOLINE FACTOR	DIESEL FACTOR
0120-1	Regular Excavation	CY	225	2	124	0.010466	0.551228
0120-2-2	Borrow Excavation	CY	100	1	82	0.013083	0.823183
Updated 12-10-2019							
* Quantity for LS pay items = Total Quantity of Secondary unit X % of work completed							
TOTAL (GALLONS)				3	206		
INDEX DIFFERENCE				0.1849	0.0730	\$0.55	\$15.04

certify that, based on my personal knowledge and well-founded belief following my own reasonable investigation, the gallons (metric tons and liters) represented by this Certification are true and correct.
Calculations based on Specifications.

12/16/2019

Joe Doe
Contractor's Authorized Agent

We Pave, Inc. / email@pave.com
(Name of Company and email address)

- c) The Contractor or Contractor's authorized agent will sign and date the **Contractor's Certification of Fuel Adjustment**.

The RO personnel will spot check the base and monthly indexes, item quantities and adjustment amount, and ensure that the information recorded on the **Contractor's Certification of Fuel Adjustment** is true and correct. The RO personnel will enter the adjustment amount in PrC as a line adjustment.

NOTE: The RO personnel must ensure that the Contractor certifies the calculated gallons and submits the **Contractor's Certification of Fuel Adjustment** with the

Contractor's Certified Monthly Estimates, as required in the **LS** and **Design-Build Specifications Section 9-11**.

(9) Bituminous Adjustment

On Contracts with an original Contract Time of more than 365 calendar days, or more than 5,000 tons of asphalt concrete, the Department will adjust the bid unit price for bituminous material, excluding cutback and emulsified asphalt, to reflect increases or decreases in the Asphalt Price Index (API) of bituminous material from that in effect during the month in which bids were received. The Contractor will not be given the option of accepting or rejecting this adjustment. Bituminous adjustments will be made only when the current API (CAPI) varies by more than 5% of the base API (BAPI) prevailing in the month when bids were received, and then only on the portion that exceeds 5%. (See the **LS** and **Design-Build Specifications Section 9**.)

Bituminous adjustments will only be made for asphalt accepted by the Department up to the adjusted quantity limits as defined in **Special Provision Section 9-2.2.2 SP0090103LS**. The adjusted quantity will include any Engineer approved changes. Any quantities exceeding the adjusted quantity limits, which are not Engineer directed, will not be subject to any payment. If an adjustment is made and the work is later determined to be unacceptable, a deduction to the adjustment will be made on the next progress estimate.

NOTE: There will be no bituminous adjustments if Black Base is used when Optional Base is shown on the typical section in the plans.

The **Contractor's Certification of Quantities – Bituminous and Polymer Material (Design-Build and Lump Sum Projects)** is an automated Excel worksheet provided by the Department to calculate gallons of bituminous material and is available at the State Construction Office website below. The Contractor will enter the API for the month the contract was bid and the index for the month of the current progress estimate. These price indexes are posted on the Construction Office website at:

<https://www.fdot.gov/construction/fuel-bit/fuel-bit.shtm>

The Contractor will certify the number of gallons of bituminous material used on the Contract during the period represented by each Contractor's Certified Monthly Estimate. The bituminous adjustment to be paid is generated by the **Contractor's Certification of Quantities – Bituminous and Polymer Material (Design-Build and Lump Sum Projects)** for each monthly progress estimate.

On the **Contractor's Certification of Quantities**, the Contractor will enter the data as follows:

- 1) In the "Setup" tab, enter the following information:
 - a) Contract and Contractor's information, worksheet number and the dates of the period the worksheet covers.
 - b) The Base Average Price Index (BAPI) for the month the Contract was bid and the Current Average Price Index (CAPI) for the month of the current progress estimate.
 - c) The tonnage of asphalt and polymer material placed and accepted during the period included in the progress estimate. (See **Example: Contractor's Certification of Quantities – Setup.**)
- 2) On the "Main Sheet" (BituminousWS" tab), enter the tonnage that represents the bituminous and/or polymer material placed during the period included in the progress estimate (since the previous estimate cut-off date). (See **Example: Contractor's Certification of Quantities – Main Sheet.**)

The RO is responsible for spot checking the base and monthly indexes, tonnage quantities, and adjustment amount, and ensure that the information recorded on the **Contractor's Certification of Quantities** by the Contractor is true and correct. The RO will enter the adjustment amount in PrC as a line adjustment.

EXAMPLE: CONTRACTOR'S CERTIFICATION OF QUANTITIES – SETUP

SIGNATURES This document needs to be signed. View Signatures...															
CertificationNumber : X ✓ fx 8															
AB	C	D	E	F	G	H	I	J	K	L	M	N	O	P	QR
Contractor's Certification of Quantities Worksheet Asphalt Mixes with Modified and Unmodified Binders (Design Build and Lump Sum Projects) Worksheet No. 8															
Financial Project ID: 123456-1-52-01															
Contractor: We Pave, Inc.															
Contract Number: T1234															
From (Mo/Day/Yr): 03/21/20126 To (Mo/Day/Yr): 04/17/16															
Asphalt Mixes with Unmodified Bonders (PG 67 & Lower)															
Asphalt Tonnage Placed: 638.90															
Additional Gallons (ARMI*):															
*Asphalt Rubber Membrane Interlayer															
Base Index Month: Aug-15 Base Asphalt Price Index: 1.9241															
Current Index Month: Apr-16 Current Asphalt Price Index: 1.3943															
Asphalt Mixes with Modified Bonders (PG 67 & Higher)															
Polymer Tonnage Placed: 2510.1															
Base Index Month: Aug-15 Base Polymer Price Index: 2.4110															
Current Index Month: Apr-16 Current Polymer Price Index: 1.9182															
Asphalt Material (ASPHALT TREATED PERMEABLE BASE)															
Asphalt Tonnage Placed:															
Base Index Month: Base Asphalt Price Index:															
Current Index Month: Current Asphalt Price Index:															
Navigation Functions															
Effective January 2007 Letting (Updated 11/07/2016)															
Go To Main Sheet Go To Last Month Sheet															
Save As Month Sheet Remove Last Month Sheet															

EXAMPLE: CONTRACTOR'S CERTIFICATION OF QUANTITIES – MAIN SHEET

MARKED AS FINAL		An author has marked this workbook as final to discourage editing.		Edit Anyway	
CONTRACTOR'S CERTIFICATION OF QUANTITIES WORKSHEET ASPHALT MIXES WITH MODIFIED AND UNMODIFIED BONDERS (DESIGN BUILD AND LUMP SUM PROJECTS)					
WORKSHEET NO. <u>8</u>					
FINANCIAL PROJECT ID.		<u>123456-1-52-01</u>			
CONTRACTOR		<u>We Pave, Inc.</u>			
CONTRACT NO.		<u>T1234</u>			
PERIOD REPRESENTED:					
FROM (MO/DAY/YR)		<u>03/21/2012</u>	TO (MO/DAY/YR)		<u>04/17/16</u>
ASPHALT MIXES WITH UNMODIFIED BINDERS (PG 67 & LOWER)					
ASPHALT TONNAGE PLACED		<u>638.9</u>	TN		
GALLONS OF ASPHALT CEMENT USED IN MIX *		<u>9308</u>	GA		
ADDITIONAL GALLONS (ARMI*)					
TOTAL GALLONS		<u>9308</u>	GA		
BASE ASPHALT PRICE INDEX FOR (8/2015):		<u>1.9241</u>			
CURRENT ASPHALT PRICE INDEX FOR (4/2016):		<u>1.3943</u>			
ASPHALT PRICE INDEX DIFFERENCE:		<u>-0.4336</u>			
MONTHLY DOLLAR AMOUNT:		<u>-4,035.95</u>			
ASPHALT MIXES WITH MODIFIED BINDERS (PG 76 & HIGHER)					
POLYMER TONNAGE PLACED		<u>2510.1</u>	TN		
GALLONS OF POLYMER USED IN MIX *		<u>36569</u>	GA		
TOTAL GALLONS		<u>36569</u>	GA		
BASE POLYMER PRICE INDEX FOR (8/2015):		<u>2.4110</u>			
CURRENT POLYMER PRICE INDEX FOR (4/2016):		<u>1.9182</u>			
POLYMER PRICE INDEX DIFFERENCE:		<u>-0.3723</u>			
MONTHLY DOLLAR AMOUNT:		<u>-13,614.64</u>			
ASPHALT MATERIAL (ASPHALT TREATED PERMEABLE BASE)					
ASPHALT TONNAGE PLACED					
GALLONS OF ASPHALT CEMENT USED IN MIX *					
BASE PRICE INDEX FOR (_____):					
CURRENT ASPHALT PRICE INDEX FOR (_____):					
ASPHALT PRICE INDEX DIFFERENCE:					
MONTHLY DOLLAR AMOUNT:					
I certify that, based on my personal knowledge and well-founded belief following my own reasonable investigation, the tons and gallons (metric tons and liters) represented by this Certification are true and correct.					
* Calculations based on Specifications.					
3/8/2017					
X Joe Doe		We Pave, Inc. / email@pave.com			
Contractor's Authorized Agent		Name of Company and email address			
Signed by: Joe Doe					

On this application, the Contractor will enter quantities of asphalt placed and accepted that represents the work performed during the period of the

Contractor's Certified Monthly Estimate. The Contractor will record the gallons of bituminous material Asphalt Content or Polymer on the Contractor's Certified Monthly Estimate and submit with the worksheet attached. The PA will review and reconcile any differences on the monthly progress estimate before processing for payment.

NOTE: The RO must ensure that the Contractor records the calculated gallons and submits the **Contractor's Certification of Quantities** with the Contractor's Certified Monthly Progress Estimates, as required in the **LS** and **Design-Build Specifications Section 9-11**.

(B) Submittals

The following documentation items are required to be submitted per Specifications and Procedures:

(1) Job Guide Schedule (JGS)

Per **Specification Section 105-2**, the Contractor will prepare and submit to the PA a JGS using the Materials Acceptance and Certification (MAC) program, 21 calendar days, prior to commencement of construction. The Contractor will update the Job Guide Schedule in MAC to include the quantities and any additional material placed since the previous submittal and submit it to the PA prior to each monthly progress estimate. Payment of any progress estimate not accompanied by an up-to-date JGS may not be authorized. The Contractor will maintain the JGS in MAC throughout the project. The PA will review and accept the JGS before the Contractor can commence work activities that require testing. At final acceptance, the Contractor will submit a Final Job Guide Schedule that includes all materials used on the project. The Final JGS will be in the same format as the monthly reports. Materials not included on the Job Guide Schedule will be accepted in accordance with **Special Provision SP0060100LS** and/or other pertinent contract documents.

Instructions on how to create a Non-Standard JGS for non-conventional projects (i.e., Lump Sum, Design Build, etc.) can be found at:

<https://www.fdot.gov/materials/mac/default.shtm>

(2) Schedule of Values (SOV)

The Contractor is required to submit a SOV within 21 days after contract award or at the pre-construction conference, to the Engineer for approval prior to any work. The SOV is assigned to the work activities with quantities totaling up to the 1 Lump

Sum contract amount. The SOV is the basis for determining the monthly payments. The quantities are compared with project schedule to determine the percentage earned, which is the portion of the work completed each month.

(3) Pay Item Summary and Certification Sheet

The PA will create **Form 700-050-10, Pay Item Summary and Certification Sheet** which will show the original Lump Sum amount with each adjustment, additions or deletions identified on a separate line (i.e., SA numbers and any adjustments specified in **Special provision SP0090103LS** or **Design-Build Specification Section 9**). A Final Lump Sum amount with required signatures will be shown. **Form 700-050-10** can be generated using the [State Construction Office Construction \(SCOC\)](#) application.

(4) Federal Aid Pass Package

For all Federal-Aid Participation contracts, the District Final Estimates Office Manager (DFEM) will submit the **Federal Final Pass Package** documentation to the Federal Highway Administration (FHWA) Office. See the package checklist and required documentation Office of Construction (Final Estimates) [SharePoint site](#), and the [Review and Administration Manual](#) for closeout requirements.

(5) Certified Monthly Estimate and Payment

The Contractor will prepare and submit the Contractor's Certified Monthly Estimate to the PA for approval and processing according to the timeframe specified in the Contract Documents. (See **Special Provision SP0090103LS** or **Design-Build Specifications Section 9**.) The certified monthly estimate will be submitted by the Contractor based on the completion or percent completion of major, well-defined tasks as defined in the approved pay out Schedule of Values (SOV). Any applicable adjustments will be reflected on the current progress estimate.

The PA will not process any monthly estimate for payment until the Contractor's certified monthly estimate is received and approved. The Contractor's certified monthly estimate must include the required **Form 700-010-38, Certification of Previous Periodic Payment to Subcontractors** and the **Form 700-020-02, Construction Compliance with Specifications and Plans**, when applicable.

NOTE: Form 700-050-62, Contractors Certification of Quantities – MOT, Signs and **Form 700-050-67/68, MOT – Painted Pavement Markings Daily Worksheet & Certification of Quantities**, are not required on Lump Sum and Design Build Contracts.

However, the **Traffic Marking Certification Worksheet, Form 700-050-70** is required, see **CPAM Section 5.14.6(E)**.

(6) Shop Drawings

If applicable, the submittal of an approved set of shop drawings will be required by the Contractor.

(7) Final As-Built Plans

The PA will update the **Final As-Built Plans** as the project progresses. The complete **Final As-Built Plans** set, signed, and sealed by the Resident Engineer (RE), will be submitted with the **Final Estimates Documentation**. Refer to **CPAM Chapter 5.12** for **Final As-Built Plans** requirements.

NOTE: For Lump Sum Projects, the Designer is required to provide an estimated quantity in the Summary of Quantity Sheets in the plans by location but should not have totals. Construction Inspection personnel should not be required to document quantities except for asphalt and other items subject to pay adjustments as defined in the Lump Sum Guidelines. Final quantities will be documented on the appropriate forms (e.g., QCRR) but not entered in the summary boxes by the CEI (See **FDOT Design Manual, Chapter 140**.) An example of a Lump Sum Project Schedule of Values can be found at:

<https://www.fdot.gov/construction/altcontract/altcontract.shtm>

6.2.4.6 Design-Build Contract

This section summarizes the required records for processing the **Final Estimates Documentation** on a Design-Build Contract.

Design Build Contracts are Lump Sum Contracts; however, the Department assigns the design and construction to one firm, sometimes allowing construction to begin before plans are completed. Therefore, construction could begin before and during the design phase. This provides a single point of contact for quality, cost and schedule from design through construction thus reducing change orders and claims due to errors or omissions.

NOTE: Since Design Build contracts are LS contracts, many of the required pay adjustments and submittal documentation are the same. To avoid redundancy, references and/or links have been placed throughout this section for information that applies to both Lump Sum and Design Build contracts and the differences have been indicated below.

(A) Adjustments Included in Payment

Calculations for adjustments in payment for Design Build Contracts are the same as Lump Sum contracts, *except* the six-month Statewide pay item weighted averages (using the dates six months prior to the Contract letting date) are used in lieu of the unit prices from Tables 9-1 through 9-4 as shown in [Section 6.2.4.5\(A\)](#).

NOTE: If six-month Statewide pay item averages do not return a unit price for a specific pay item, it is recommended to process a change order with a negotiated unit price for that item.

(1) Asphalt Pay Adjustments

Asphalt pay quantity adjustments apply to asphalt items listed in Contract **Sections 234, 334, 337 and 339**.

Adjustments in pay will only be made for asphalt accepted by the Department up to the adjusted quantity limits as defined in ***Design Build Specification Section 9-2.3.2***. A negative adjustment in pay is made when the asphalt quantity placed is less than the adjusted quantity.

For contracts let prior to January 1, 2017, which are not utilizing adjusted quantity, adjustments will be based on the quantity placed and eligible for payment, not to exceed the total design spread rate tonnage. Per ***Design Build Specification 9-2.3.2***, any quantity exceeding the design spread rate specified in the Contract Documents will not be paid. Therefore, tonnage exceeding the design spread rate, which are not Engineer directed, will not be eligible for payment, including bituminous adjustments.

(2) Retainage

Retainage withheld must be in accordance with the ***Design-Build Specifications*** at the following link:

<http://www.fdot.gov/programmanagement/Implemented/DesignBuild/Default.shtm>

(3) Fuel Adjustment

Fuel Adjustments for asphalt quantities will only be made on work accepted by the Department, up to the adjusted quantity limits as defined in ***Design Build Specification Section 9-2.3.2***.

Fuel adjustments for non-asphalt items, will only be made on the quantity placed not to exceed the payout schedule provided in the Schedule of Values. If an adjustment is made and the work is later determined to be unacceptable, a deduction to the adjustment will be made on the next progress estimate.

Refer to [Section 6.2.4.5\(8\)](#) and *Design Build Specification Section 9-2.1.1* for more fuel adjustment information.

NOTE: Effective for contracts let January 2022 and forward, fuel adjustments will only be made on diesel fuel.

(4) Bituminous Adjustment

Refer to [Section 6.2.4.5\(A\)\(9\)](#) and *Design Build Specification Section 9-2.1.2* for bituminous adjustment information.

NOTE: There will be no bituminous adjustments if Black Base is used when Optional Base is shown on the typical section in the plans.

(B) Submittals

Refer to [Section 6.2.4.5 \(B\)](#) for all submittal information, with exception to the following requirements on Design Build contracts.

(1) Schedule of Values (SOV)

The Design-Build firm is required to submit a SOV to the Department for review and approval. The SOV approved by the Department will be the basis for determining each monthly progress estimate and the final estimate. The SOV is assigned to the work activities with quantities totaling up to the 1 Lump Sum contract amount. No estimates requesting payment will be submitted prior to the Department approval of the SOV.

The Resident Engineer will make partial payments on monthly estimates based on the estimated amount of work that the Contractor completes during the month (including delivery of certain materials) based on the Contractor approved payout schedule (as provided in the SOV). The quantities will be compared with the Project schedule to determine the percentage earned. The percentage will be that portion of the work completed as compared to the total work contracted.

(2) Final As-Built Plans

The Design-Build Firm will identify and update the As-Built Plans as the project progresses. All changes made after the "Released for Construction" Plans will be signed and sealed by the EOR. The Design-Build Firm will submit the As-Built Plans to the PA prior to project completion. The Resident Office responsible engineer will review the As-Built Plans and verify that all changes initiated by the Design-Build Firm or the Department are reflected in the form of revisions. The responsible engineer will review, accept, and sign and seal the **Final As-Built Plans**, according to **CPAM 5.12**, as a condition precedent to the issuance of Final Acceptance.

NOTE: For Design-Build Projects, the Designer is not required to provide quantities with matrixes in the plans, except for Asphalt. If the original quantities are provided with the matrix the final amount is not required to be entered.

6.2.4.7 Contracts with Incentive/Disincentive

The [Incentive/Disincentive](#) (I/D) concept is designed to reduce the overall Contract Time by giving the Contractor an incentive for every day that the Contract is completed early and a disincentive for everyday that the Contract is completed late.

The **Daily Work Report** and **Diary** in PrC are the supporting documentation for payment as outlined in **CPAM Section 5.1**. Each set of the above project forms will show the following statements:

1. Today is the first day or the beginning milestone day of the Incentive/Disincentive phase of this Contract.
2. Today is the last day of the incentive/disincentive phase of this Contract.

The final dollar amount of the incentive/disincentive will be shown as a Contract adjustment to the progress estimate on which it is to be paid, using the PrC code, **Incentive-Disincentive (INDI)**. Supporting remarks will be included when the adjustment is created. See the [PrC User Handbook](#) for more information on adjusting an estimate.

6.2.4.8 Push Button Contracts

This section is not intended for Fast Response nor Emergency Contracts.

This section summarizes the administration of Push Button contracts. It is not the intent of these procedures to supersede the Contract Documents, but to enhance and provide

clarification of the procedures. It is the responsibility of the Resident (RO) to ensure that the Contractor complies with the Contract Documents.

The Department executes Push Button contracts to expedite critical highway construction needs via a competitively bid indefinite quantity contract. The Push Button contract establishes a pre-determined list of pay items to assist in estimating and controlling the cost of the work and the contract is administered through the issuance of Work Documents.

NOTE 1: Requirements for Federally Funded Design-Build Push Button (DBPB) contracts can be found in the [Design Build Procurement and Administration Procedure](#) and the [DBPB Boilerplate RFP](#).

NOTE 2: All Push Button contracts should be recorded in PrC each month. Non-renewable contracts should be paid through the **Electronic Estimate Disbursement (EED) System**. This is accomplished by setting the last approval to **EED** for all estimates except those that are generated as part of the **Final Estimates** process. Those will be set to **EEDFINLS**. Renewable Push Button contracts should be paid through District Financial Services.

(A) Development of the Work Document

The Work Document is the method of conveying the scope and construction plans for Push Button Contracts. Once a request for specific work with preliminary plans is reviewed by the assigned Department office or section (i.e., Traffic Operations, Drainage, etc.), the preliminary plans are distributed for review. Plans are reviewed using the Electronic Review Comment (ERC) system, in accordance with **CPAM Section 1.1**.

Phase reviews can be combined at the discretion of the Design Project Manager and the District Construction Project Manager. Once all comments are addressed, the Draft Work Document is sent to the District Operations Center.

(1) Resident Office (RO) Responsibilities

Upon receipt of the Draft Work Document, the RO will review the plans using the sample checklist as shown in **Guidance Document 1-1-A** in **CPAM Section 1.1.9**. The RO personnel will ensure that:

1. The scope of work is constructible.
2. All proposed pay items are available in the Push Button Contract.
3. All new pay items are biddable.
4. Adequate right of way is present to complete the work as proposed.

5. Easements and license agreements have been executed for all work proposed outside of the right of way.
6. The Traffic Control Plan is feasible.
7. Local agency commitments have been identified.
8. Specified construction time is adequate, based on established production rates, anticipated procurement time of materials, anticipated holidays/special events, and utility relocation schedules.
9. All required permits have been obtained.
10. Ensure all Contractor Insurance Certificates required by the contract are current.
11. Potential environmental issues are identified.
12. Apparent conflicts with utilities have been addressed.
13. Necessary utility relocations have been identified.
14. Utility relocation schedules are achievable.

The Project Administrator (PA) will submit all issues and/or findings to the Design Project Manager for corrections. After the necessary corrections are made, the Design Project Manager will issue the corrected Work Document to the Operations Center for execution with a transmittal memorandum (see [Figure 6.2-3](#)).

Upon receipt of the transmittal memorandum and Work Document, the PA will submit the Work Document to the Contractor for review. The correspondence to the Contractor will include the following:

1. A deadline for the Contractor to submit any concerns about the scope of work. The deadline must be appropriate for the scope of work and not exceed 14 calendar days.
2. Formal cost proposal request from the Contractor for each proposed pay item that is not included in the original Push Button Contract.
3. Anticipated procurement times request from the Contractor for any materials that are not readily available.

(B) Inspection Staff

Each Work Document requires inspection staff. The PA must request the issuance of a Consultant Construction Engineering and Inspection (CCEI) Task Work Order through the Continuing Services Consultant Inspector contract from the CCEI Project Manager after receipt of the Draft Work Document.

(C) Supplemental Agreements (SA) – Form No. 700-010-45

(1) Project Administrator (PA) Responsibilities

Prior to execution of the Work Document, review and negotiate, if necessary, the cost proposal from the Contractor for any additional pay items or contract funds needed to complete the scope of work shown in the Work Document. Execute a SA, in accordance with the following guidance and in accordance with **CPAM Section 7.3**, for any pay items on the Work Document not included in the original Push Button contract or for additional funds required to complete the scope of work in the Work Document.

When processing a SA, include a tabulation of pay items that contains the pay item description, quantity, unit price, extended price, and total dollar amount for all pay items.

Due to the budgetary ceiling associated with Push Button contracts, a line item must be added with the description “Budgetary ceiling items – for accounting purposes only,” for a negative amount totaling the dollar amount of the added pay items. Use the Generic Contract Change Item 9999-3, with a quantity of 1.0 LS. The net amount of the SA must equal Zero Dollars (\$0.00). Do not report any work or adjustments against this negative pay item.

The budgetary ceiling for Push Button contracts is Two Million and 00/100 Dollars (\$2,000,000.00). (See [Topic No.: 350-020-200 - Contract Funds Management - Funds Approval](#) for additional information.) However, the Construction Project Manager has the authority to increase the contract amount by way of a SA. When adding work covered under Local Funds, a separate financial project number is needed to track the local agencies funds.

The use of Work Orders, Initial Contingency pay items, and Contingency Supplemental Agreements on Push Button contracts are **not allowed**. Funding for extra work required on Push Button contracts will be accomplished either by the issuance of subsequent Work Documents, when existing pay items in the contract are sufficient to address the required extra work, or SAs, when additional pay items are required.

(D) Contract and Work Document Administration

(1) Contract Notice to Proceed (NTP)

The District Construction Office will issue and submit the Contract NTP letter to the Contractor notifying the beginning of Contract time on the project documents. This NTP is for the overall contract. The charging of Contract Time will be in accordance with [Push Button Specification SP0050100PB – Control of the Work](#). This letter is to be included as part of the Contract Time documentation.

(2) Work Document NTP

After all the Contractor's concerns have been addressed and the Contractor's cost proposal is accepted, the PA will issue the Work Document NTP to the Contractor. (See [Figure 6-2.4](#).) The start times and allowable completion times on the Work Document NTP only apply to the Work Document, not to the overall contract. Ensure that the Work Document NTP addresses the following:

- a) Established Work Document begin and end construction dates.
- b) Allowable Work Document construction time in calendar days.
- c) The late penalty amount as established under **Supplemental Specification Section 5-1.7 "Work Documents/Liquidated Damages"** of the - contract.
- d) Requirement for the Contractor to provide written notification to the Department at least five (5) days before beginning any work. This notice must include the work activities and associated pay items, and hours of work. (This is especially critical for signing and pavement marking work, since the Contractor may be on site for only a few hours.)

After receipt of the initial Work Document, the Contractor will respond and begin work within fourteen (14) calendar days and within five (5) days of the receipt of any subsequent Work Document, in accordance with the Contract Specifications. (See **Section 5-1.7, SP0050100PB**.)

If the Contractor does not complete the work within the number of calendar days stipulated in the Work Document, the Department will assess the Contractor liquidated damages, per **Section 5-1.7 SP0050100PB** and **Specification Section 8-10.2**.

(3) Contract Time and Work Document Construction Time

Contract Time is the time stated for the overall - Contract. Work Document Construction Time is the time stated for the work included in each individual Work Document. The PA will distribute the Notice of Beginning Work and Completion of Construction Contracts.

(a) Weather/Holiday Time Extensions

Weather and holiday time **will not** be granted for the overall contract. A Weather/Holiday letter is issued for each Work Document (see [Figure 6.2-5](#)) when a controlling item of work is delayed by weather or holidays.

(b) Time Extensions

The PA may grant an extension to the allowable Work Document Construction Time when a controlling item of work is delayed by factors unforeseen, or factors not reasonably anticipated. Granting an extension of the allowable Work Document Construction Time does not extend the overall - contract time. The time extension to a Work Document is granted by a letter. (See [Figure 6.2-6](#).)

Contract time extensions can be issued at the discretion of the Construction Project Manager and District Construction Engineer. (See [Figure 6.2-7](#).) A contract time extension might be necessary when a Work Document is issued too close to the end of the original contract time.

(4) Pre-Work Conference

Upon execution of the contract and for each Work Document issued, the Department will determine if a Pre-Work Conference is warranted. If it is determined a Pre-Work Conference is needed, the PA will schedule it prior to commencement of work.

The Pre-Work Conference should include a representative from the Contractor, each proposed Subcontractor, affected Utility Agency Owners (UAO), affected municipalities, the Design Project Manager, the Engineer of Record, and the Department (See **CPAM Section 3.1**). At the Pre-Work Conference, the Contractor will submit the following (as appropriate for the specific Work Document):

- a) Work schedule.
- b) Contact persons, including after hours and emergency contacts
- c) Proposed subcontractors, material suppliers, submittals, and certifications
- d) Locations of staging areas

- e) Shop drawings (For Signalization projects, **Submittal Data – Traffic Control Equipment, Form No. 750-010-02**, must be submitted with the shop drawings.)
- f) Certificate of Maintenance of Traffic Supervisor
- g) Vehicle registration affidavit
- h) Erosion and Storm Water Pollution Prevention Plan
- i) Maintenance of Traffic Plan
- j) Quality Control Plan
- k) List of Traffic Signalization Material to be used on the project (the PA will send the list of materials to Traffic Operations)

Prior to the start of work, the PA will ensure the following are completed:

- a) Coordination of work with local municipalities. Ensure event coordination is done.
- b) Coordination of staging areas with the Construction Environmental Coordinator.
- c) Notification of local stakeholders of impending scope of work and work schedule.
- d) Lane closure notification to the Department's Public Information Office.

(5) Subcontracting Work

To determine if the Contractor has performed 40% or more of the work, in accordance with **Standard Specification 8-1, Subletting or Assigning of Contracts**, verify the amount subcontracted for each Work Document separately prior to entry into PrC. Since Push Button contracts are based on expended pay item quantities in accordance with the actual plans, the subcontract amount must be entered in PrC as a lump sum amount. The lump sum entry is required, because PrC does not allow subcontracts to overrun contract quantities. Therefore, the subcontracted amount cannot be tracked via PrC directly.

(6) Equal Opportunity Compliance

The Contractor is responsible for Disadvantage Business Enterprise/Minority Business Enterprise (DBE/MBE) data reporting in the **Equal Opportunity Compliance System (EOC)** on all Construction contracts, including - contracts. For more information see:

<http://www.fdot.gov/equalopportunity/eoc.shtm>

(7) Materials Acceptance and Certification

Entry into the **Materials Acceptance and Certification (MAC)** system is required on all materials samples in accordance with the contract documents. (See **CPAM Section 5.8**)

Follow all contract requirements for quality control, materials testing, and certification, unless no testing is required per contract. Contracts will follow the final materials certification process once work on the entire contract is completed.

- a. Each Work Document is regarded as a separate project for the purpose of determining testing requirements for Specifications containing minimum quantity thresholds. Materials with random number testing requirements must have testing performed on the first lot to ensure testing requirements are met.
- b. If each Work Document is submitted to MAC under one contract, the final material certification will encompass all Work Documents. If each Work Document is submitted into MAC as separate contracts, a final materials certification will be submitted for each Work Document (i.e., contract in MAC).

(8) Final Inspection

Conduct a Final Inspection for each Work Document. The Final Inspection should involve all stakeholders, including representatives from the District Maintenance Office, and, if applicable, any Maintaining Agencies.

(E) Monthly Estimate, Payment, and Submittals

1. Plan Quantity payment does not apply, since the contractor does not bid on the scope of contract plans, but on estimated requirements and historical needs. The actual payment under the awarded contract is based on actual quantities completed and accepted (**SP0030100PB - Award and Execution of Contract**).
2. Enter a **Daily Work Report** into PrC for each day of the contract, including days where there are no active work documents to ensure accurate accounting of total contract time. (See **CPAM Section 5.1**.)
3. Monthly Estimates are prepared and submitted following the first Tuesday following the Sunday cutoff each month. (See **CPAM Section 5.11**). Contractor's certifications are required to be submitted no later than twelve o'clock noon Monday following the Sunday cut-off each month (**CPAM Section 5.14**.)

4. Fuel adjustment (**Specification 9-2.1.1 Fuels**) applies to all Push Button contracts with a duration greater than 120 calendar days. (See **CPAM Section 5.14**.)
5. Bituminous adjustment (**Specification 9-2.1.2 Bituminous Material**) applies to Push Button and Renewable Push Button Contracts, when the estimated bid quantity for asphalt is greater than 5,000 tons or the contract duration is greater than 365 calendar days. (See **CPAM Sections 5.14** and **11.4**.)
6. Composite pay factors for asphalt quality apply to all Push Button contracts per the applicable Specifications. (See **CPAM Section 11.4**.)
7. The Contractor must submit a completed **Construction Compliance with Specifications and Plans Form No. 700-020-02** when the Work Document includes Contractor Quality Control (CQC) materials as defined in **Specifications 105**. This form is required to process monthly estimates. This form is not required if no Work Document has been issued for the entirety of the contract to date or when there are no CQC materials. (See **CPAM Section 5.11**.)
8. The Contractor must submit a completed **Disbursement of Previous Payments to Subcontractors Form No. 700-010-38**. This form is not required for the first Monthly Estimate processed on a contract but is required for each successive Monthly Estimate. (See **CPAM Section 5.11**.)

(F) Contract and Work Document Final Estimates

Upon completion of all work related to a Work Document, the PA will complete the following:

1. Prepare the **Final Estimates Documentation**, including **Final As-Built Plans**, and submit to the District Final Estimate Manager within 30 days of Final Acceptance of each Work Document.
2. Obtain warranty documentation and submit to the Department's Warranty Coordinator. Enter all warranty information into the **Contract Information and Monitoring (CIM) System**.
3. Obtain acceptance documentation from the local maintaining agency for traffic signals, lighting, irrigation, and landscaping.
4. On Work Documents that include signalization, the following must be completed:
 - a. **Final Acceptance of Traffic Signal Installation(s) and Transfer of Maintenance, Form No. 700-010-22**
 - b. Finalized **Submittal Data – Traffic Control Equipment, Form No. 750-010-02**

- c. Digitally signed and sealed as-built plans from the Contractor – Also distribute to Traffic Operations, the maintaining agency, and input into the ***Electronic Document Management System (EDMS)***.
- d. The As-Built Documentation required by ***Specifications Section 611***, including the As-Built Drawings and the Feature Import Templates for the Department's ITS Facility Management (ITSFM) System, will be submitted by the Contractor, reviewed by the PA for accuracy, and submitted to the District Traffic Operations Office.

5. Resident Final Estimates Responsibilities

Upon completion of the contract time, the following must be prepared:

- a. Ensure the Final Estimates Documentation is complete and accurate according to CPAM. Conduct periodic quality assurance reviews on each Push Button Contract at the frequency determined by the Resident Office Final Estimate Quality Assurance Plan.
- b. Summarize each Work Document using an Excel spreadsheet. The summary must include descriptions, quantities and unit prices for each Pay Item that was installed.
- c. Make sure the cumulative amount from all Work Documents issued under this contract, matches the quantities for each pay item. Resolve all discrepancies and meet with contractor to resolve any outstanding issues (i.e., missing certifications, final quantities, or quality adjustments).
- d. Final Materials Certification is required for all Push Button Contracts.

6. District Final Estimates Responsibilities

Review the complete ***Final Estimates Documentation*** according to Final Estimates ***Review & Administration Manual***. Conduct periodic quality control reviews on active Push Button contracts at the frequency designated by the District Final Estimates Quality Control Plan.

6.2.5 List of Figures Following This Chapter

<u>Figure 6.2-1</u>	Example of Asphalt Adjustment in Design-Build / Lump Sum Projects	33
<u>Figure 6.2-2</u>	Example of Asphalt Adjustment in Design-Build / Lump Sum Projects	34-35
<u>Figure 6.2-3</u>	Example of Transmittal of Work Document.....	36
<u>Figure 6.2-4</u>	Example of Letter of Authorization / Notice to Proceed.....	37
<u>Figure 6.2-5</u>	Example of Letter for Time Extension (Holiday or Weather)	38-39
<u>Figure 6.2-6</u>	Example of Work Document Time Extension	40
<u>Figure 6.2-7</u>	Example of Contract Time Extension	41
<u>Attachment A</u>	Florida Transportation Commission Report.....	42-43

Figure 6.2-1 Example of Asphalt Adjustment in Design-Build / Lump Sum Projects

Quantity Placed > Max Pay Tonnage (105% for this example)

Original Plan Quantities:		Quantities Placed:	
Area 1:	2,516.7 TN	Area 1:	2,656.3 TN @ G_{mm1} : 2.579
Area 2:	1,187.2 TN	Area 2:	1,264.6 TN @ G_{mm2} : 2.562
Area 3:	286.1 TN	Area 3:	402.2 TN @ G_{mm3} : 2.567
Total	= 3,990.0 TN	Total	= 4,323.1 TN

A. Calculate the Tonnage-Weighted Average G_{mm} :

$$\begin{aligned}
 &= \frac{\sum(\text{Tonnage}_n \times G_{mmn})}{\text{Total Quantity Placed}} = \frac{(\text{Tonnage}_1 \times G_{mm1}) + (\text{Tonnage}_2 \times G_{mm2}) + (\text{Tonnage}_3 \times G_{mm3})}{\text{Tonnage}_1 + \text{Tonnage}_2 + \text{Tonnage}_3} \\
 &= \frac{(2,656.3 \times 2.579) + (1,264.6 \times 2.562) + (402.2 \times 2.567)}{2,656.3 + 1,264.6 + 402.2} \\
 &= \frac{6,850.60 + 3,239.91 + 1,032.45}{4,323.1} = 2.573
 \end{aligned}$$

B. Calculate the Adjusted Quantity:

$$\begin{aligned}
 \text{Adjusted Quantity} &= \left(\frac{\text{Original Plan Quantity}}{\text{Design } G_{mm}} \right) \times (\text{Tonnage Weighted Average } G_{mm}) \\
 &= \frac{3,990}{2.540} \times (2.573) = 4,041.8 \text{ TN}
 \end{aligned}$$

C. Calculate the Max Pay Tonnage:

$$= 4,041.8 \times (1.05) = 4,243.9 \text{ TN}$$

D. Compare the Total Quantity Placed to the Adjusted Quantity:

$$4323.1 \text{ TN} > 4,041.8 \text{ TN}$$

➡ The 4323.1 Tons that was placed, accepted, and paid exceeds the Adjusted Quantity and the Max Pay Tonnage. Therefore, a negative line-item adjustment of (-79.2) Tons will be deducted for the excess tonnage placed.

Figure 6.2-2 Example of Asphalt Adjustment in Design-Build / Lump Sum Projects

Quantity Placed < Adjusted Quantity

Superpave (Traffic level C)

Original Plan Quantities:		Quantities Placed:	
Area 1:	2,787.5 TN	Area 1:	2,613.6 TN @ $G_{mm1} = 2.579$
Area 2:	1,357.3 TN	Area 2:	1,394.4 TN @ $G_{mm2} = 2.562$
Total	= 4,144.8 TN	Total	= 4,008.0 TN

A. Calculate the Tonnage-Weighted Average G_{mm} :

$$\begin{aligned}
 &= \frac{\sum(Tonnage_n \times G_{mmn})}{Total\ Quantity\ Placed} = \frac{(Tonnage_1 \times G_{mm1}) + (Tonnage_2 \times G_{mm2})}{Tonnage_1 + Tonnage_2} \\
 &= \frac{(2,613.6 \times 2.579) + (1,394.4 \times 2.562)}{2,613.6 + 1,394.4} \\
 &= \frac{6,740.5 + 3,572.5}{4,008.0} \\
 &= 2.573
 \end{aligned}$$

B. Calculate the Adjusted Quantity:

$$\begin{aligned}
 Adjusted\ Quantity &= \left(\frac{Original\ Plan\ Quantity}{Design\ G_{mm}} \right) \times (Tonnage\ Weighted\ Average\ G_{mm}) \\
 &= \frac{4,144.8}{2.540} \times (2.573) = 4,198.6\ TN
 \end{aligned}$$

C. Compare the total quantity placed to the Adjusted Quantity:

Total Quantity Placed vs. Adjusted Quantity

$$4,008.0\ TN < 4,198.6\ TN$$

➡ The Total Quantity Placed is less than the Adjusted Quantity. Therefore, a reduction in payment for the amount not placed is needed (-190.6 TN).

D. Calculate the Reduction in Pay:

Table 9-1

Item Description	Unit	Unit Prices
Optional Base/Superpave	SY	\$8.78
Superpave (Traffic level B)	Ton	\$48.62
Superpave (Traffic level C)	Ton	\$52.99
Asph. Conc. Friction Course (FC-6)	Ton	\$56.79

$$\begin{aligned}\text{Pay Reduction} &= (\text{Total Qty. Placed} - \text{Adjusted Quantity}) \times (\text{Unit Price per } \textbf{Table 1}) \\ &= (4,008 - 4,198.6) \times (\$52.99) \\ &= -190.6 \text{ TN} \times \$52.99 \\ &= -\$10,099.89\end{aligned}$$

➡ A reduction of \$10,099.89 will be made as a line-item adjustment to the 1 LS item.

NOTES:

For Design-Build projects, use the 6-month Statewide pay item averages to calculate the adjustment in pay. For LS projects, use the unit prices in **Table 1, Section 9** of the Contract **Specifications** to calculate the adjustment in pay.

Enter a new Lump Sum Line-Item Adjustment in PrC.

NOTE: For LS projects with multiple Financial Identification Numbers (FIN), follow the criteria in **CPAM 11**

Figure 6.2-3 Example of Transmittal Memorandum

MEMORANDUM

Date: (DATE)

To: xxxx xxxx, xxxx Operations Engineer

From: xxxx xxxx. District Traffic Operations Engineer

Subject: **Transmittal of Work Document No. XXXX**

Financial Project ID:	xxxxxxx-x-xx-xx
Federal Project ID:	xxxx
Contract No.:	xxxxxxx
County:	xxxxxxx
Description:	xxxxxxx

The design for the referenced Work Document has been completed and is being transmitted for implementation. The summary of the work includes, xxxx xxx xx.

Please refer to the attached Work Document.

Attached are the following Items:

Yes ☐ No ☐ Approved Plans (X copies)

Yes ☐ No ☐ Department's Contract Time

Yes ☐ No ☐ Required Permits (if yes, list agencies and number of copies)

Yes ☐ No ☐ Utility Clearance Letter

Yes ☐ No ☐ Rail Clearance Letter

Yes ☐ No ☐ Cost Estimate

cc: _____ Construction/For Inspection
_____ Maintenance
_____ Design
_____ Prod. Mgmt.
_____ Drainage

Figure 6.2-4 Example of Work Document Notice to Proceed

(DATE)

(CONTACT PERSON)

(PRIME CONTRACTOR)

(ADDRESS)

(CITY, STATE ZIP CODE)

SUBJECT: Letter of Authorization / Notice to Proceed

Financial Project ID:

Federal Job Project ID:

Contract No.:

Work Document No.:

Description:

Dear Sir or Madam:

In accordance with the above referenced agreement between the (CONTRACTOR) and the Florida Department of Transportation, you are hereby authorized to begin work on Work Document (# #####), which is attached.

The allowable construction time for the subject Work Document commences on (DATE) and concludes on (DATE) (## CALENDAR DAYS ALLOWED). Failure to complete the work by (Completion Date) will result in the assessment of liquidated damages pursuant to Section 5-1.7 of the Contract.

Please notify me five (5) calendar days prior to beginning work.

Should you have any questions or concerns, please contact me at (###) ###-####.

Sincerely,

(SIGNATURE)

(NAME), (TITLE)

(LOCATION)

Initial/initial

Attachment

CC: (NAME OF CPM), Construction Project Manager
File

Figure 6.2-5 Example of Weather / Holiday Letter

(DATE)
(CONTACT PERSON)
(PRIME CONTRACTOR)
(ADDRESS)
(CITY, STATE ZIP CODE)

SUBJECT: **ADJUSTMENT TO WORK DOCUMENT TIME FOR THE EFFECTS OF
INCLEMENT WEATHER / HOLIDAYS ON PUSH BUTTON CONTRACT**

Financial Project ID:
Federal Project ID:
Contract No.:
County:
Description:

Dear Sir or Madam:

The daily reports documenting the effects of inclement weather have been evaluated for the period beginning (Month XX, Year through Month XX, Year). It has been determined **XX** calendar day(s) meet(s) the criteria established by the contract for granting additional Work Document time due to the effects of inclement weather.

Holidays have been evaluated for the period beginning (Month XX, Year through Month XX, Year). It has been determined **XX** calendar day(s) meet(s) the criteria established by the contract (***Standard Specifications Section 8-7.3.2***) for granting additional Work Document time due to Holidays.

Your company has ten (10) days from the receipt of this notice to appeal the number of days granted herein. Any such appeal must be accompanied by all available specific facts that support your position. Failure to make an appeal or to provide the specific facts supporting your position within ten (10) days from receipt of this notice shall constitute a waiver of any rights to appeal the Department's decision at a later date. Appeals should be made to the (The appropriate Operations Office and address).

Sincerely,

(NAME OF PE)
Project Engineer

Initial/initial
Attachment
cc: Appropriate Department Personnel, File

TIME EXTENSION – WEATHER/HOLIDAY
NOTIFICATION TO CONTRACTOR

1. DATE: (Month Day, Year)
2. CONTRACTOR: (Name)
3. FIN. NO.: (XXXXXX-XX-XXXX)
4. WORK DOCUMENT NO.: (XXXXX)
5. FOR PERIOD BEGINNING: (Month Day, Year)
6. THROUGH: (Month Day, Year)
7. NUMBER OF LOST DAYS: (XX)
8. ESTIMATE MONTH: (Month Year)
9. PROJECT ENGINEER: (First & Last Name)

Weather Days Granted + Holiday Days = Time this Period

(XX) + (XX) = (XX)

TOTAL GRANTED THIS PERIOD = (XX)

<u>DAY</u>	<u>DATE</u>	<u>CONTRACT DAY #</u>	<u>EXPLANATION OF CONDITION</u>
<u>(XXXX)</u>	<u>(XX/XX/XXXX)</u>	<u>(XXX)</u>	<u>(Designate Holiday or Weather Day)</u>
<u>(XXXX)</u>	<u>(XX/XX/XXXX)</u>	<u>(XXX)</u>	<u>(Designate Holiday or Weather Day)</u>
<u>(XXXX)</u>	<u>(XX/XX/XXXX)</u>	<u>(XXX)</u>	<u>(Designate Holiday or Weather Day)</u>

Figure 6.2-6 Example of Work Document Time Extension

(DATE)

(CONTACT PERSON)

(PRIME CONTRACTOR)

(ADDRESS)

(CITY, STATE ZIP CODE)

SUBJECT: **WORK DOCUMENT TIME EXTENSION**

Financial Project ID:

Federal Project ID:

Contract No.:

County:

Description:

The Department and (CONTRACTOR) have agreed to extend the Work Document allowable completion time by (NUMBER OF DAYS) non-compensable days. This extension is required for the capability of this Contractor to complete a Work Document consisting of (DESCRIPTION OF WORK DOCUMENT). The overall contract time remains the same.

If necessary, a separate Weather Letter will be used to grant additional time to this Work Document for any weather that has affected the controlling work activity.

By your acceptance of this extension of Work Document Allowable Time, you agree to pursue no further claim in connection with the above request. Please sign and return one copy of this letter to District (#) Construction at (EMAIL ADDRESS OF DISTRICT CONSTRUCTION OFFICE) to acknowledge your agreement with these terms and conditions.

Sincerely,

(NAME OF PA)

Project Administrator

Terms and Conditions Accepted:

(NAME OF CONTRACTOR)

By: _____

Date: _____

Initial/initial
Attachment

cc: (NAME OF CONSTRUCTION ENGINEER), Construction Engineer
(NAME OF CPM), Construction Project Manager
File

Figure 6.2-7 Example of Contract Time Extension

(DATE)

(CONTACT PERSON)

(PRIME CONTRACTOR)

(ADDRESS)

(CITY, STATE ZIP CODE)

SUBJECT: **CONTRACT TIME EXTENSION**

Financial Project ID:

Federal Project ID:

Contract No.:

County:

Description:

The Department and (CONTRACTOR) have agreed to extend this Contract by (NUMBER OF DAYS) non-compensable days. This extension is required for the capability of this Contractor to complete a Work Document consisting of (DESCRIPTION OF WORK DOCUMENT).

If necessary, a separate Weather Letter will be used to grant contract time for any weather that has affected the controlling work activity on this Work Document.

By your acceptance of this time extension, you agree to pursue no further claim in connection with the above request. Please sign and return one copy of this letter to **District (#) Construction at (EMAIL ADDRESS OF DISTRICT CONSTRUCTION OFFICE)** to acknowledge your agreement with these terms and conditions.

Sincerely,

(NAME OF DCE)

District Construction Engineer

Terms and Conditions Accepted:

(NAME OF CONTRACTOR)

By: _____

Date: _____

Initial/initial

Attachment

cc: (NAME OF CONSTRUCTION ENGINEER), Construction Engineer
(NAME OF CPM), Construction Project Manager
(NAME OF PA), Project Administrator
File

Attachment A: Florida Transportation Commission Report

(A) Florida Transportation Commission Report Values

- Report is run quarterly starting at the beginning of the fiscal year (July).
- Construction contract types pulled are “Construction Contract (CC)”, “Construction Design Build(CDB)”, “Construction Design Build Finance(CDBF)”, “Construction Design Build – Low Bid”, “Construction Design Build Finance Operate Maintain(CDBO)”, “Construction Lump Sum(CLS)”, “Construction Streamline(CSL)”, & “Construction Hold Witness(CHW)”.
- It is a cumulative report. It contains contracts that have reached “Passed” status within the fiscal year you are running the report for (July – June). This date is pulled from PrC.
- Excludes
 - Work Types Maintenance Other (I), and Traffic Operations (X7)
 - Letting Status of Rejected(R) and Canceled(C)
- Any charged day on a diary in PrC is considered a day used

(B) Time

Percent Time = (Days Used – Weather Days – Holiday Time Extension Days)/Original Days

Weather Days = All Change orders coded type WE

Holiday Time Extension Days = All change orders coded type HTEX

Note 1: Weather Days includes all weather related and recovery days.

Note 2: WEA1 and WEA2 and Hurricanes

(C) Money

Percent Money = Actual Expenditure/Adjusted Original Amount

Actual Expenditure = All Expenditures and revenue for Phase 52, 56, 57, and 58

Adjusted Original Amount = (Awarded Contract Amount – Contingency Amount)

Note 1: 5A = Construction Contract Bonus. See [5A Fund Types](#).

Note 2: Actual Expenditure Does Not Include Material Price Adjustments and 5A Fund Types (Innovative Contract Adjustments).

Note 3: Actual Expenditure Does Not Include Hurricanes.

(D) 5A Fund Types (Innovative contract adjustments):

- ABID A+B Incentive-Disincentive
- INDI Incentive-Disincentive
- LRID Lane Rental Incentive-Disincentive
- LSAV Liquidated Savings
- NEXB No Excuse Bonus

(E) Material Price Adjustments

Line-Item Adjustment types:

- MPAG Material Price Adjustment Guardrail
- MPAA Material Price Adjustment Aluminum
- MPAP Material Price Adjustment PVC
- MPAC Material Price Adjustment Copper
- MPAS Material Price Adjustment Steel

(F) Time Extensions

Change Order types:

- EA (Time Extension Agreement)
- SA (Supplemental Agreement)
- HTEX (Holiday Time Extension/Special Events)
- WE (Weather Days' Time Granted)

(G) SA Days

Approved SA Days: Change Order Types:

- SA (Supplemental Agreement)
- UN (Unilateral Payment)