

CHAPTER 11

4/30/2004

ALTERNATIVE CONTRACTS

11.1 PURPOSE

This procedure is designed to provide computation and documentation methods for ~~a~~Alternative ~~contract~~Contracts. This process establishes procedures and guidelines required by ~~a~~Alternative ~~contract~~Contracts for the ~~Project Engineer (PE)~~Project Administrator (PA) and staff to use in building and supporting the specific ~~contract~~Contract's requirements.

11.2 SCOPE

The procedure consists of instructions for each type of ~~a~~Alternative ~~contract~~Contract. The goal is to reduce the Consultant Engineering Inspection (CEI) cost and time as well as reducing construction impact on motorists, businesses, and homeowners within the transportation corridor.

11.3 REFERENCE

Alternative Contracting Users Guide, Construction Project Administration Manual (CPAM), FDOT Standard Specifications for Road and Bridge Construction, (Topic No. 700-000-000), Florida Statutes 337.11(7), Florida Statutes 337.11(4) and Florida Statutes 337.18(4).

11.4 CONTRACTS WITH LANE RENTAL FEES

The lane rental concept required a fee established during design and placed in the ~~contract~~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~~Contract for the applicable days). Once the lane rental days exceeds the total number of lane rental days bid the predetermined lane rental fee will be multiplied by the excessive time defined in the ~~contract~~Contract and the result will be deducted from the monthly estimate's payment.

All lane closures shall be documented on the Lane Rental Site Source Record (Form No. 700-050-57) ~~Beginning~~beginning and ending times, locations and unit of measure (full or

1 half days) shall be tabulated for each lane rental to be charged. The actual full or half day
2 lane rental shall be charged on the day in which the ending time falls. For example if a
3 lane closure begins at 8:00 p.m. on Monday and reopens at 6:00 a.m. the next day
4 (Tuesday), a half-day lane rental will be shown on Tuesday's **Lane Rental Form**. The
5 Contractor and PEPA shall mutually agree upon the twenty four (24) hour clock beginning
6 and ending times for lane rental purposes and such agreements shall be recorded in the
7 Preconstruction Conference Minutes.

8 The **Lane Rental Form** documentation shall be submitted with the Final Estimate reflecting
9 both the Inspector and Contractor signatures agreeing to the total days charged.
10 Comments appropriately relating to the computations for payment will be coded in CRS on
11 the 'Z' card as shown in (~~See Figure 11-2~~). For Site-Manager ~~contract~~Contracts
12 appropriate comments will be shown under ~~contract~~Contract adjustment to the estimate on
13 which it is to be paid. Appropriate adjustment comments will be made when the
14 adjustment is created.

15 11.5 CONTRACTS WITH A + B BIDDING

16 The A+B bidding concept is designed to shorten the total ~~contract~~Contract ~~time~~Time by
17 allowing each Contractor to bid the number of days in which the work can be
18 accomplished.

19 In the A+B bidding method, a dollar value for each ~~contract~~Contract day is established by
20 the Department prior to the project being advertised. The Contractor will receive an
21 incentive for each day the work is completed ahead of the ~~original~~Original ~~contract~~
22 ~~Contract time~~Time bid. If the Contractor completes the project late, a disincentive will be
23 assessed as well as appropriate liquidated damages also being applied per the
24 ~~contract~~Contract. For the purpose of the disincentive, the ~~contract~~Contract ~~time~~Time
25 maybe adjusted for weather, unforeseen conditions, and extra work as approved.

26 The **Daily Report of Construction (Form No. 700-010-13)**, as well as the **Engineer**
27 **Weekly Summary (Form No. 700-010-14)**, will serve as the support documentation for
28 appropriate payment as outline in CPAM Section 5.1. Each will show the following
29 statements: 1) Today is the first day or the beginning milestone day of the A+B bidding
30 phase of this ~~contract~~Contract; 2) Today is the last day of the A + B bidding phase of this
31 ~~contract~~Contract.

32 The final incentive/disincentive dollar amount of the A+B bidding concept will be coded for
33 CRS on card 7 in the FESUBMIT program (~~See Figure 11-1~~). Comments appropriately
34 relating to the computations for payment will be coded in CRS on the 'Z' card as shown in
35 (~~See Figure 11-3~~). On Site-Manager ~~e~~Contracts this incentive/disincentive will be shown

1 as a ~~contract~~Contract adjustment to the estimate on which it is to be paid. Appropriate
2 comments will be made when the ~~adjustments~~ are created.

3 **11.6 CONTRACTS WITH NO EXCUSE BONUS**

4 The No Excuse Bonus concept is designed to provide the Contractor with a substantial
5 bonus to complete a project within a specified time frame (as shown in the Specifications)
6 regardless of any problems or unforeseen conditions (no time extensions allowed for the
7 purpose of the bonus). The bonus is tied to a drop-dead date (time frame) that is either
8 met or not met. ***The Daily Report of Construction (Form No. 700-010-13)***, and the
9 ***Engineer Weekly Summary (Form No. 700-010-14)***, will serve as the supporting
10 documentation for appropriate payment as outline in **CPAM Section 5.1**. Each set of the
11 above project forms will show the following statements: 1) Today is the first day or the
12 beginning milestone day of the No Excuse Bonus phase of this ~~contract~~Contract; 2) Today
13 is the last day of the No Excuse Bonus phase of this ~~contract~~Contract.

14 The final dollar amount of the No Excuse Bonus will be coded on card 7 in the FESUBMIT
15 program (See Figure 11-1). Comments appropriately relating to the computations for
16 payment will be coded in CRS on the 'Z' card as shown in (See Figure 11-4). Site-
17 Manager ~~contract~~Contracts bonus will be shown as a ~~contract~~Contract adjustment to the
18 estimate on which it is to be paid. Appropriate comments will be made when the
19 adjustments are created.

20 **11.7 LIQUIDATED SAVINGS CONTRACTS**

21 The liquidated savings concept is to reward the Contractor for each calendar day the
22 ~~contract~~Contract is completed and accepted prior to the expiration of allowable
23 ~~contract~~Contract time. Contract ~~time~~-Time is adjusted for time extensions under this
24 concept.

25 The ***Daily Report of Construction (Form No. 700-010-13)***, as well as the ***Engineer***
26 ***Weekly Summary (Form No. 700-010-14)***, will serve as the support documentation for
27 payment as outline in **CPAM Section 5.1**. Each set of the above project forms will show
28 the following statements: 1) Today is the first day or the beginning milestone day of the
29 Liquidated Saving phase of this ~~contract~~Contract; 2) Today is the last day of the Liquidated
30 Savings phase of this ~~contract~~Contract.

31 The final dollar amount of the Liquidated Savings will be coded in CRS on card 7 in the
32 FESUBMIT program (See Figure 11-1). Comments appropriately relating the computations
33 for payment will be coded for CRS on the 'Z' card as shown in (See Figure 11-5). On Site-

1 | Manager ~~contract~~Contracts the Liquidated Savings will be shown as a ~~contract~~Contract
2 | adjustment to the estimate on which it is to be paid. Appropriate comments will be made
3 | when the adjustments are created.

4 | Payment shall be made to the Contractor on a progress estimate after final acceptance in
5 | accordance with ArticleSection -5 of the Standard Specifications.

6 | Example:

- 7 | 1) Contract days allowed = 200
- 8 | 2) Days required to complete project = 180
- 9 | 3) Days to receive an adjustment = 20
- 10 | 4) \$ Shown in ~~contract~~Contract for early completion = \$2,000 day
- 11 | 5) Progress estimate reflects 20 days x \$2,000 = \$40,000
- 12 | In liquidated savings

13 | If time negotiations for unforeseen conditions, extra work and weather days are in progress
14 | with the Contractor after project final acceptances, payment shall be based on the PEPA's
15 | documented days until a settlement is agreed upon with the Contractor.

16 | Example:

- 17 | 1) Contract days allowed = 200
- 18 | 2) Days required to complete project = 200
- 19 | 3) Days to receive an adjustment = 0
- 20 | 4) Negotiation (time extension)
- 21 | 5) Project EngineerProject Administrator Records = 30 days
- 22 | 6) Contractor Claims = 60 days
- 23 | 7) \$ Shown in ~~contract~~Contract for early completion = \$2,000 day
- 24 | 8) Progress estimate reflects 30 days x \$2,000 = \$60,000
- 25 | Until an agreement is reached
- 26 |

27 | **11.8 DESIGN BUILD CONTRACTS**

28 | **11.8.1 General**

29 | This section summarizes the legal documentation for processing the Final Estimates
30 | Package on a Design-Build project. It is not the intent of these procedures to supersede
31 | the ~~Design-Build Guidelines, Specifications, Procedures, etc., Contract Documents~~, but to
32 | enhance the process of the Final Estimates package submittal. The documents required to
33 | close out a final estimate will vary from ~~contract~~Contract to ~~contract~~Contract. It is the

responsibility of the Oversight CEI/Construction Project Manager (PM) to insure that the Design-Build CEI complies with the Contract Documents. ~~The Design-Build CEI will prepare and certify the monthly and Final Estimates with the Oversight CEI monitoring the process. Records will be scanned into the Department Construction Document Management System (CDMS). These documents that require scanning can be viewed on our Construction web site.~~ <http://infonet.dot.state.fl.us/electronicdocumentmanagementsystem/applications/Coinstruction> It is the responsibility of the Project Manager (PM) and District Final Estimates Engineer (DFEE) to review and adhere to the Contract and Specifications on each Design-Build Project

11.8.2 Submittals

~~The Design Build CEI Firm will prepare and certify the Final Estimate Package with the Oversight CEI/PM monitoring the process. Records will be scanned into the Department Construction Document Management System (CDMS). These documents and requirements can be viewed on our Construction Website.~~ [http://infonet.dot.state.fl.us/electronicdocumentmanagementsystems/](http://infonet.dot.state.fl.us/electronicdocumentmanagementsystem/applications/Cohttp://infonet.dot.state.fl.us/electronicdocumentmanagementsystems/) Instruction

~~The Design Build CEI Firm will prepare and submit to the Project Manager a Job Guide Schedule (JGS) using the Laboratory Information Management System (LIMS), 15 working days prior to commencement of Construction. Update the Job Guide Schedule in LIMS and submit it to the PM prior to each monthly progress estimate. The Department may not authorize payment of any progress estimate not accompanied by an up-to-date Job Guide Schedule. Maintain the Job Guide Schedule in LIMS throughout the project including the quantity placed since the previous submittal, and any additional materials placed. Do not commence work activities that require testing until the Job Guide Schedule has been reviewed and accepted by the PM. At final acceptance, submit a Final Job Guide Schedule that includes all materials used on the project in the same format as the monthly reports.~~

~~The Final Estimate Certification and Summary Sheets shall be bound in a folder or loose leaf binder with the front cover showing the Financial Project ID Number, Name of the project, and county. The Final Estimate Certification and Summary Sheet shall show the Original Lump Sum amount with each adjustment, additions or deletions identified on a separate line (SA No.'s and any adjustments as specified in **Section 9** of the **Contract Specification**). A Final Lump Sum amount with required signatures will be shown. Federal Highway Administration (FHWA) has agreed to accept this Final Estimate~~

~~Certification and Summary Sheet in place of the required overruns and underruns explanations. On all Federal Aid Participation Contracts, a copy of the Final Estimate Certification and Summary Sheet will be submitted to the FHWA Office by the District Final Estimate Office (DFEO). Final Estimate Certification and Summary Sheets show the original Lump Sum amount with each adjustment, additions or deletions identified on a separate line (SA no's and any adjustments 9 of the). final Lump Sum amount will be shown. This Final Estimate Summary Sheets will be used in place of the overruns and underruns. On all Federal Aid Participation Contracts, a copy of the Certification and Summary Sheet will be submitted to the Federal Highway Administration Office (FHWA).~~

~~nstruction~~

~~11.8.2~~ 11.8.3 **Contractors Invoices & Payment**

The PM shall ~~be responsible to closely~~ review and approve the pay out schedule (schedule of values) to avoid the "front loading" of payments and confirm that unit prices are reasonable for the work performed. The Contractor will prepare and certify a monthly progress Invoice no later than twelve o'clock noon Monday, after the estimate cut-off or as directed by the PM in accordance with Article No. Section 9 in the Special Provision Specification for each project in the contract. This will be submitted to the Oversight CEI/PM for approval and processing according to the time frame specified by the Contract Documents. A monthly progress invoice will be submitted by the contractor/Contractor based on the completion or percent completion of major, well-defined tasks as defined in the approved Schedule of Values, (including approved delivery of certain materials) in accordance with Section 9 of the Specifications also, any adjustments (as shown in Article No. Section 9, sSpecifications) etc., shall be reflected on the current estimate. The Contractor will prepare a progress invoice for each project in the contract and submit it to the Engineer. ~~The contractor shall make a request for payment by submitting an invoice no later than Twelve o'clock noon Monday, after the estimate cut-off date or as directed by the Engineer. This Contractor's Invoice will be based on the amount of work done or completed. Also, all failures, adjustments, etc., shall be reflected on the estimate in that period they occur on~~

~~11.8.3~~ 11.8.4 **Monthly/Progress Estimate**

~~The PM will make partial payments for monthly/progress estimates based on the amount of work that the Contractor completes during the month (including delivery of certain materials), based on an approved Contractor payout schedule (schedule of values).~~ The PM will make approximate monthly/progress invoice payments, and the Department will correct all partial estimates and payments in the subsequent estimates and in the final estimate and payment.

1 The PM will not process any estimate for pay until the Contractor's monthly progress
 2 invoice is received and approved with the required certification of payment to
 3 Subcontractors included.

Note: Certification of Quantities for Maintenance of Traffic items and Painted Pavement Marking items are not required on Design Build Projects. For Certification Initial Retro Reflectivity reading requirements see Section 6.4.2 in Chapter 6 of the Preparation and Documentation Manual.

~~The Contract Lump Sum Price will include overhead, profits, fuel adjustments, and any or all other direct and indirect costs required to complete the work as per **Article 9-2 of the Specifications**.~~

4 **11.8.411.8.4 Pay Adjustments**

5 ~~The PM will check that all adjustments meet the criteria set forth in the contract. Any Unit~~
 6 ~~Price Adjustments as required by **Section 9** of the **Specifications** will be determined by~~
 7 ~~the six-month (prior to letting of the ~~contract~~Contract) pay item averages. These~~
 8 ~~adjustments will be made on the monthly estimates the month that they occur. The~~
 9 ~~Oversight CEI/PM should insure that the Design Build CEI data is correct as submitted.~~
 10 ~~The Contractor will certify the number of gallons of fuel (gasoline and diesel), and~~
 11 ~~bituminous material used on this ~~contract~~Contract during the period represented by each~~
 12 ~~invoice. The PM will review the gallons generated on the spreadsheet and the Contractor~~
 13 ~~invoice(s) for comparison. Failure on the part of the Contractor to construct any item of work~~
 14 ~~to plan or authorized dimensions within the specification tolerances shall result in:~~

15
 16 ~~(A) Reconstruction to acceptable tolerances at no additional cost to the Department;~~

17
 18 ~~(B) Acceptance at no pay; or, acceptance at reduced pay, at the discretion of the Engineer.~~

19 ~~Documentation s for these adjustments on all failures and adjustments shall accompany be~~
 20 ~~submitted with each monthly progress invoice with a summary and included in the Final~~
 21 ~~Estimate Submittal Package. This information needs to be provided in the format required~~
 22 ~~by the District Final Estimates Engineer.~~

23 24 **11.8.5—11.8.5 Retainage**

25 ~~Retainage withheld on any project should follow the procedures shall be in accordance~~
 26 ~~with set forth in the Design Build Specifications and Guidelines.~~

11.8.6 Fuel Adjustments

On eContracts with an original ~~contract~~Contract time in excess of 120 calendar days, the Department will make fuel adjustments on each applicable progress estimate to reflect increase 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 (BFP), and then only on the portion that exceeds 5%. The Department will provide an application for fuel adjustment that will calculate and print gallons of gasoline and/or diesel for the items that these factors represent. This application can be downloaded or completed on line from the State Construction Office websiteWebsite. The Contractor will enter the fuel index for the month the contractContract was bid and the index for the month of the current estimate. These price indexes are posted on the Construction Office Website at —www.dot.state.fl.us.com/construction/fuel&bit/FUELfactors.htmhttp://www.dot.state.fl.us/Construction/fuel&bit/fuel&bit.htm. The Contractor shall enter quantities on this application that represents the work performed during the month of the progress estimate. The Contractor shall enter the gallons of gasoline and/or diesel on the Certified Invoice and attach the worksheet to the invoice. The PM shall review and reconcile any differences on this invoice before processing for payment.

11.8.6-11.8.7 Bituminous Adjustment

On Contracts with an Original Contract Time of more than 365 calendar days ~~and or more than 5,000 15,000 tons [5,00015,000 metric tons]~~ of asphalt concrete, ~~or on Contracts with more than 50,000 tons [50,000 metric 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 API prevailing in the month when bids were received (BAPI), and then only on the portion that exceeds 5%. The Department will provide an application for bituminous adjustment that will calculate and print gallons of bituminous material. This application can be downloaded or completed on line from the State Construction Office Website. The Contractor will enter the API index for the month the contract was bid and the index for the month of the current estimate. These price indexes are posted on the Construction Office Website at www.dot.state.fl.us.com/construction/fuel&bit/FUELfactors.htm http://www.dot.state.fl.us/Construction/fuel&bit/fuel&bit.htm. The Contractor shall enter quantities of asphalt placed and accepted on this application that represents the work

1 performed during the month of the progress estimate. The Contractor shall enter the
 2 gallons of bituminous material on the Certified Invoice and attach the worksheet to the
 3 invoice. The PM shall review and reconcile any differences on this invoice before
 4 processing for payment. The Department will provide an application that will calculate the
 5 gallons of asphalt cement. This application can be down loaded or completed on line from
 6 the State Construction Office web site. The Contractor will enter the gallons on the monthly
 7 estimate based on the quantities shown on the Contractor's Invoice. These indexes and
 8 quantities will be automatically calculated in Site Manager. This application will calculate
 9 the total gallons of asphalt cement for that month and the Contractor's worksheet will be
 10 attached with the monthly invoice. Items that require adjustments are listed on the
 11 Construction web site. These price indexes are posted on the construction web site at
 12 www.dot.state.fl.us/construction/fuel&bit/FUELfactors.pdf.

13
 14 **Chapter 6, Section 6.11 and 6.12 of this manual outlines the**
 15 **requirements of the Contractor's Certification of Quantities provided**
 16 **by the Contractor and instructions for adjusting quantities with an**
 17 **Excel Spreadsheet, provided by the Department.**

18 19 **11.8.8 Shop Drawings**

20 An approved set of shop drawings if applicable will be required. Scanning the shop
 21 drawing will be in accordance with CDMS requirements.

22 and submitted with the Final Estimates Package.

23 24 **11.8.7** **11.8.9 Final Signed and Sealed "As-Built" Plans**

25 As the project progresses, the responsible engineer Design Build CEI Firm shall update the
 26 Final signed and sealed "As-Built" Plans. The procedures set forth in ***Chapter 4, Final***
 27 ***"As-Built" Plans*** of this manual are to be utilized in the preparation for completing the set
 28 of final plans for submittal with the final Final estimates Estimates package Package. Once
 29 all issues are settled and the project has been At the close out of the Final Estimate the
 30 Districts will send the Final Set of aAs-bBuilt pPlans to Image API located in Tallahassee,
 31 Florida to be scanned and indexed. A list of exceptions will be produced for those sheets
 32 with indexing and quality problems. It will be the responsibility of the DFEO to clarify with
 33 Image API how those sheets should be indexed and corrected. Within ten (10) business
 34 days the documents should be available electronically. Documents shall be stored in
 35 accordance with the State archive requirements.

- 1 | (A) 1 ~~hardcopy~~ set of 11"x 17" signed and sealed as-built plans
- 2 | (B) 1 signed and sealed copy of the as-built Bridge Load Rating.
- 3 | (depends on type of project).
- 4 | (C) A set of final CADD files that are to current CADD Standards on CD.

5 |

6 | **11.9 LUMP SUM CONTRACTS**

7 | **11.9.1 General**

8 | Documents required to close out a final estimate will vary from ~~contract~~contract to

9 | ~~contract~~contract. It is the responsibility of the PEPA and the DFEE District Final Estimate

10 | Manager (DFEM) to determine that all required documents are complete and accompany

11 | the final estimate in accordance with the Contract and Specifications on Lump Sum

12 | Projects.-

13 |

14 | **11.9.2 Submittals**

15 | The PA will prepare and certify the Final Estimate Package with the PM monitoring the

16 | process if applicable. Records will be scanned into the Department Construction

17 | Document Management System (CDMS). These documents that require scanning can

18 | be viewed on the Construction Website.

19 | <http://infonet.dot.state.fl.us/electronicdocumentmanagementsystems/http://infonet.dot.st>

20 | [ate.fl.us/electronicdocumentmanagementsystem/applications/Co](http://infonet.dot.state.fl.us/electronicdocumentmanagementsystem/applications/Co)

21 | Instruction

22 | An estimate of quantities will be prepared by the Contractor and delivered to the PEPA

23 | within 15 days of receipt of notice of award for activities or work items such as: Earthwork

24 | and related Operations, Base Courses, Hot Bituminous Mixtures, Portland Cement

25 | Concrete, and Reinforcing Steel, as stated in the in-Division II of the Department's

26 | Specifications. Quantities provided by the Contractor will be used to determine the

27 | material sampling and testing frequencies in accordance with the Department's **Sampling,**

28 | **Testing, and Reporting Guide**. The Department's Job Guide Schedule will provide a list

29 | of all pay items for a specific project. Quantities provided by the Contractor shall only be

30 | used to determine the material sampling and testing frequencies. These quantities will not

1 be considered payment quantities. Payment shall be made in accordance with Project and
 2 Payment specific ~~contract~~ Contract documents Documents.

3 The Final Estimate Certification and Summary Sheets shall be bound in a folder or loose
 4 leaf binder with the front cover showing the Financial Project ID Number, Name of the
 5 project, and county. The Final Estimate Certification and Summary Sheet shall show the
 6 Original Lump Sum amount with each adjustment, additions or deletions identified on a
 7 separate line (SA no's and any adjustments as specified in **sSection 9** of the **Contract**
 8 **Specifications**). A Final Lump Sum amount with required signatures will be shown.
 9 FHWA has agreed to accept this Final Estimate Certification and Summary Sheets in place
 10 of the required overruns and underruns explanations. On all Federal Aid Participation
 11 Contracts, a copy of the Final Estimate Certification and Summary Sheet will be submitted
 12 to the FHWA Office by the District Final Estimate Office (DFEO). ~~A Final Estimate~~
 13 ~~Certification and Summary Sheets showing the original Lump Sum amount with each~~
 14 ~~adjustment, additions or deletions will be identified on a separate line (SA no's and any~~
 15 ~~adjustments in 9 of the). The final Lump Sum amount will be shown. This Final Estimate~~
 16 ~~Summary Sheets will be used in place of the overruns and underruns. On all Federal Aid~~
 17 ~~Participation Contracts, a copy of the Certification and Summary Sheet will be submitted to~~
 18 ~~the Federal Highway Administration Office (FHWA).~~

19 11.9.3 Invoices and Payment

20 The Contractor will prepare and certify a monthly progress invoice no later than twelve
 21 o'clock noon Monday, after the estimate cut-off or as directed by the PA/PM in accordance
 22 with **Section 9** of the **Specifications**. This will be submitted to the PA/PM for approval
 23 and processing according to the time frame specified by the Contract Documents. A
 24 monthly progress invoice will be submitted by the Contractor based on the completion or
 25 percent completion of major, well-defined tasks as defined in the approved pay out
 26 schedule also, any adjustments (as shown in **Section 9** of the **sSpecifications**), etc., shall
 27 be reflected on the current estimate.

28 The PA will make approximate monthly/progress invoice payments, and the Department
 29 will correct all partial estimates and payments in the subsequent estimates and in the final
 30 estimate and payment.

31 The PA will not process any estimate for pay until the Contractor monthly progress invoice
 32 is received and approved with the required certification of payment to subcontractors
 33 included.

Note: Certification of Quantities for Maintenance of Traffic items and Painted Pavement Marking items are not required on Lump Sum Projects. For Certification

Initial Retro Reflectivity reading requirements see Section 6.4.2 in Chapter 6 of the Preparation and Documentation Manual.

11.9.4 Pay Adjustments

11.9.3 Contractors Invoices

~~On each Project in the contract a Progress Invoice must be prepared and submitted to the PEPA. A request for payment will be submitted by the Contractor with an invoice no later than Twelve o'clock noon Monday, after the estimate cut-off date or as directed by the PEPA. Before any invoice can be processed, the PEPA, based on the amount of work done or completed, must complete a review of the items on the progress invoice and approved prior to payment. The Contractor will certify the number of gallons of fuel (gasoline and diesel), and bituminous material) used on this contractContract during the period represented by each invoice. The PA will review the gallons generated on the spreadsheet and the Contractor invoice(s) for comparison.~~

~~Documentations for these adjustments shall be submitted with each monthly progress invoice and included in the Final Estimate Submittal Package.~~

11.9.4 Monthly/Progress Estimate

Once the ~~Project Engineer~~PA has approved the progress invoice, payment shall be made, less the amount of retainage withheld per provisions in the ~~contract~~Contract. The Department shall base payments on the total value of the work the ~~contract~~Contractor performs. Monthly/Progress payments shall be approximate only, and shall be subject to decrease (overpayments) or increase (underpayments). Partial Payments less than \$5000.00 will not be processed. The ~~PE~~PA will adjust the lump sum price on all failures. A number '5' card will be filled out to adjust the line item, along with a 'Z' card to explain the adjustment. On Site-Manager contractContracts this adjustment will be shown as a line item adjustment to the pay item estimate on which it is to be paid. Appropriate comments will be made when the adjustments are created.

11.9.5 Pay Adjustments

All tables listed in **Section 9** of the Specifications are to be completed with a predetermined unit price if these specific areas are address in the Contract. If no prices are shown in the Contract specifying that adjustment will be made, then contact the District Specification Engineer to determined if this was an oversight. If so, the District Specification Engineer should supply this information, if not, the unit price will be determined based on Statewide Averages. This will require a Field Supplemental Agreement to amend the Contract. The PA will document that all adjustments are correct

1 and have met the criteria as set forth in the Contract. Documentation of all failures shall
 2 accompany the Final Estimate Submittal Package. (See Figures 11-7 thru 11-9 for
 3 deficiency area evaluation).

~~The PE will document that all adjustments have met the criteria set forth in the contract. Documentations on all failures shall accompany each Final Estimate Package. **Article 9-2 of the Specifications** refers to table 9-1. For adjustments, this table shall be completed with a predetermined unit price for items that call for an adjustment. If there is no language in the contract specifying that adjustment will be made, then contact the District Specification Engineer. If the District Specification Engineer can't supply this information, the Unit Price adjustment will be determined based on statewide averages. As an example, See attachments) when a deficiency occurs, the PEPA will make all adjustments according to the predetermined unit price as shown in the table below.~~

4 Deficiency Adjustment

5 Table 9-1

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

6 Concrete failures will be adjusted in accordance with ~~Article 346-11~~ the current Contract
 7 Document of the Specifications. ~~The PE will determine payment reductions for low~~
 8 ~~strength concrete represented by cylinders or cores, accepted by the Department.~~
 9 ~~Reduction in pay will be based on \$0.80/yd³ [\$1.05/m³] for each 10 psi [70 kPa] below the~~
 10 ~~specified minimum strength.~~

11 Asphalt Overbuild: The ~~Project Engineer~~ Project Administrator will ensure that the average
 12 spread rate does not exceed 105% of the specified spread rate. See example #1 of an
 13 overbuild adjustment, below.

15 Asphalt Overbuild Adjustment

Table 9-2

| Item Description | Unit | Unit Prices |
|------------------------------------|------------|----------------|
| <u>Superpave (Traffic level B)</u> | <u>Ton</u> | <u>\$48.62</u> |
| <u>Superpave (Traffic level C)</u> | <u>Ton</u> | <u>\$52.99</u> |
| | | |

16 Example: #1

1 Item Number 334-23-30 (Superpave SP12.5)
 2 Original Quantity = 160.60 Tons
 3 Final = 193.50 Tons
 4 Plan Area = 7300SY
 5 Final Area = 7300SY
 6 Plan Spread = 44 #/SY
 7 Actual Spread = 53 #SY
 8 Final Pay limited to 105%
 9 44 lb/sy x 105% = 46.20 lb/sy
 10 7300 x 46.20 lb/sy) 2000 = 168.6 Tons
 11 168.60 - 160.60 = 8.00 Tons
 12 8.00 X \$48.62 = \$388.96
 13 \$388.96 will be the adjustment to the Lump Sum Unit Price.

14 Foundations such as piling, and Drilled Shafts will be adjusted ~~according to~~ reflect the
 15 actual quantities needed and approved to complete these items. -Article 9-2 of the
 16 Specifications. Additions or deletions will be determined from the pile/drilled shaft
 17 elevations shown in the plansContract Document.

18 Foundation Adjustment

19 Table 9-3

| <u>Item Description</u> | <u>Unit</u> | <u>Unit Prices</u> |
|--|-------------|--------------------|
| <u>Concrete Piling Prestressed (18")</u> | <u>LF</u> | <u>\$45.25</u> |
| <u>Concrete Drilled Shafts (30")</u> | <u>LF</u> | <u>\$80.33</u> |
| <u>Concrete Piling Prestressed (36")</u> | <u>LF</u> | <u>\$69.33</u> |

20 Quality adjustments: such as, the composite pay factors for asphalt will be adjusted base
 21 on the Unit Price provided in the Quality table 9-4. (See example of a Composite Pay
 22 Factor below).

23 Quality Adjustment

24 Table 9-4

| <u>Item Description</u> | <u>Unit</u> | <u>Unit Prices</u> |
|------------------------------------|-------------|--------------------|
| <u>Superpave (Traffic Level B)</u> | <u>Ton</u> | <u>\$48.62</u> |
| <u>Superpave (Traffic level C)</u> | <u>Ton</u> | <u>\$52.99</u> |
| <u>Friction Course (FC 6)</u> | <u>Ton</u> | <u>\$56.79</u> |

25

1 If **Section 330, Smoothness Specifications** is listed in the Contract Document, an
2 adjustment for smoothness would be made based on the criteria specified in the Contract
3 Documents.

4 Example:

5 Lot = 4,000 tons
6 Composite Pay Factor = 105% for lot #2

7 4,000 tons X 1.05 = 4,200 tons

8 4,200 – 4,000 = 200 tons
9 200 Tons x \$48.62 = \$9,724.00 will be the adjustment to the Lump Sum price.

10 All adjustments will be entered on the Final Estimates Certification and Summary Sheet as
11 a line item adjustment.

12 Note: Emphasis needs to be made on the Contractors responsibility of providing accurate
13 reports (sy/sm); overlapping joints;- Show exact width being placed and correct tonnage.
14 These areas are very important in the evaluation of the spread.

15 ~~11.9.6~~ **11.9.5 Retainage**

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

21 **11.9.6 Fuel Adjustments**

22 On Contracts with an original Contract Time in excess of 120 calendar days, the
23 Department will make fuel adjustments on each applicable progress estimate to reflect
24 increases and decreases in the price of gasoline and diesel from those in effect during the
25 month in which bids were received. The Contractor will not be given the option of
26 accepting or rejecting these adjustments. Price adjustments for these fuels will be made
27 only when the current fuel price (CFP) varies by more than 5% from the price prevailing in
28 the month when bids were received (BFP), and then only on the portion that exceeds 5%.
29 The Department will provide an application for fuel adjustment that will calculate and print
30 gallons of gasoline and/or diesel for the items that these factors represent. This application
31 can be downloaded or completed on line from the State Construction Office Website. The

1 Contractor will enter the fuel index for the month the Contract was bid and the index for the
2 month of the current estimate. These price indexes are posted on the Construction Office
3 Website at www.dot.state.fl.us/construction/fuel&bit/FUELfactors.htm
4 <http://www.dot.state.fl.us/Construction/fuel&bit/fuel&bit.htm>. The Contractor shall enter
5 quantities on this application that represents the work performed during the month of the
6 progress estimate. The Contractor shall enter the gallons of gasoline and/or diesel on the
7 Certified Invoice and attach the worksheet to the invoice. The PA shall review the invoice
8 prior to payment.

9 ~~On contracts with an original contract time in excess of 120 calendar days, the~~
10 ~~Department will make price adjustments on each applicable progress estimate to reflect~~
11 ~~increase and decreases in the price of gasoline and diesel from those in effect during~~
12 ~~the month in which bids were received. The Contractor will not be given the option of~~
13 ~~accepting or rejecting these adjustments. Price adjustments for these fuels will be~~
14 ~~made only when the current fuel price (CFP) varies by more than 5% from the price~~
15 ~~prevailing in the month when bids were received (BFP), and then only on the portion~~
16 ~~that exceeds 5%. The Department will provide an application that will calculate and~~
17 ~~print gallons of gasoline and/or diesel for the items that these factors represent. Items~~
18 ~~that require adjustments are listed on the Construction web site. This application can~~
19 ~~be downloaded or completed on line from the State Construction Office web site. The~~
20 ~~Contractor will enter the fuel index for the month the contract was bid and the index for~~
21 ~~the month of the current estimate. The contractor shall enter the gallons on the invoice~~
22 ~~and attach the worksheet to the invoice. The Contractor will enter the gallons on the~~
23 ~~monthly estimate based on the Quantities shown on the Contractor's Invoice. These~~
24 ~~price indexes are posted on the Construction Office website at www.dot.state.fl.us/construction/fuel&bit/FUELfactors.htm.~~
25 ~~[us.com/construction/fuel&bit/FUELfactors.htm](http://www.dot.state.fl.us/construction/fuel&bit/FUELfactors.htm).~~

26
27 ~~and attach the invoice to the worksheet.~~
28

29 **11.9.711.9.7 Bituminous Adjustment**

30 A bituminous adjustment shall be required on ~~contract~~contracts having an Original Contract
31 Time of more than 365 calendar days or more than 5000 tons [5000 metric tons] of asphalt
32 concrete, the Department will adjust the bid price for bituminous material, excluding
33 cutback and emulsified asphalt to reflect increases and decreases in the Asphalt Price
34 Index (API) of bituminous material from that in effect during the month in which bids were
35 received. The Contractor will not be given the option of accepting or rejecting this
36 adjustment. Bituminous adjustments will be made only when the current API (CAPI) varies
37 by more than 5% of the API prevailing in the month when bids were received (BAPI), and
38 then only the portion that exceeds 5%. The Department will provide an application for
39 bituminous adjustment that will calculate and print gallons of bituminous material. This

1 ~~application can be downloaded or completed on line from the State Construction Office~~
2 ~~Website. The Contractor will enter the API index for the month the Contract was bid and~~
3 ~~the index for the month of the current estimate. These price indexes are posted on the~~
4 ~~Construction Office Website at [www.dot.state.fl.](http://www.dot.state.fl.us.com/construction/fuel&bit/FUELfactors.htm)~~
5 ~~[us.com/construction/fuel&bit/FUELfactors.htm](http://www.dot.state.fl.us.com/construction/fuel&bit/FUELfactors.htm)~~
6 ~~<http://www.dot.state.fl.us/Construction/fuel&bit/fuel&bit.htm>. - The Contractor shall enter~~
7 ~~quantities of asphalt placed and accepted on this application that represents the work~~
8 ~~performed during the month of the progress estimate. The Contractor shall enter the~~
9 ~~gallons of bituminous material on the Certified Invoice and attach the worksheet to the~~
10 ~~invoice. The PA shall review the invoice prior to payment. ~~Adjustments will be paid or~~~~
11 ~~charged to the Prime Contractor only. The API will be available on the Construction web~~
12 ~~site before the 15th of each month at the following URL: [www.dot.state.construction/Fuel](http://www.dot.state.construction/Fuel&bit/Fuel&Bit.htm)~~
13 ~~[&bit/Fuel&Bit.htm](http://www.dot.state.construction/Fuel&bit/Fuel&Bit.htm). The Contractor will provide the Department with a certification of~~
14 ~~quantities on a form provided by the Department **Form No. 700-050-63 Contractor's**~~
15 ~~**Certification of Quantities Bituminous Material Lump Sum Projects** no later than~~
16 ~~Twelve o' clock noon, Monday after the Monthly estimate cutoff date or as directed by the~~
17 ~~PE, based on the quantity of asphalt produced and accepted. **Chapter 6, Section 6.10 and**~~
18 ~~**6.12** of this Manual outlines the requirements of the certification of quantities provided by~~
19 ~~the Contractor and instructions for adjusting quantities with an excel spreadsheet provided~~
20 ~~by the department.~~

21
22 *Note: Review the contract for changes in the metric tonnage requirement for a bituminous
23 adjustment. All gallons will be based on the same criteria as specified in **Article 9-2 of the**
24 **Specifications.**
25

26 ~~11.9.10~~**11.9.8 Final Signed and Sealed "As-Built" Plans**

27 The ~~PEPA~~ will update the Final ~~Signed and Sealed~~ "As-Built" Plans as the project
28 progresses. A complete set of Final ~~Signed and Sealed~~ "As-Built" will accompany the Final
29 Estimates Package. ~~at the close out of the Final Estimate the Districts will send the Final~~
30 ~~Set of As-Built Plans to Image API located in Tallahassee, Florida to be scanned and~~
31 ~~indexed. A list of exceptions will be produced for those sheets with indexing and quality~~
32 ~~problems. It will be the responsibility of the DFEO to clarify with Image API on how those~~
33 ~~sheets should be indexed and corrected. Within ten (10) business days the documents~~
34 ~~should be available electronically.~~

~~The Districts will send the Final set of as-built plans to Image API located in~~
~~Tallahassee, Florida to be scan and index. A list of exceptions will be produce for those~~
~~sheets with indexing and quality problems. The State Final Estimate Office (SFEO) will~~
~~clarify how those sheets should be index and corrected. Within ten (10) business days~~

~~the documents should be available electronically. Documents shall be stored in accordance with the State archive requirements. One set of 11" X 17" signed and sealed as-built plans will be required if scanning of as-built plans is not being done. As-Built Records shall be scanned in accordance with CDMS requirements. If this requirement is followed, the only documents that should be submitted to the District Final Estimates Office will be:~~

1

2

~~(A) 1 hardcopy set of 11"x 17" signed and sealed as-built plans~~

3

4

~~(B) 1 signed and sealed copy of the as-built Bridge Load Rating.
(depend on type of project).~~

5

~~(C) A set of final CADD files that are to current CADD Standards on CD.
1 set of 11"x 17" signed and sealed as-built plans~~

~~1 signed and sealed copy of the as-built Bridge Load Rating.
(depends on type of project) sets of final CADD files on CD.~~

6

7

Refer to Chapter 4 of this Manual for Final "As-BUILTBuilt" Plan requirements.

8

9

~~11.9.11~~**11.9.9 Shop Drawings**

10

11

12

~~An approved set of shop drawings if required on Lump Sum projects will be submitted with the Final Estimates Package. An approved set of shop drawings if applicable will be required. Scanning the shop drawing will be in accordance with CDMS requirements.~~

13

14

~~11.9.12~~**11.9.11 Computation Book**

15

16

17

18

19

20

~~For Lump Sum Projects, Computation Books are not required. A folder or loose-leaf binder should be used to accommodate the necessary documentations required by the Final Estimate Office. The Financial Project ID Number, Name of the project, and county shall be placed on the front cover of the folder or loose-leaf binder.~~

21

11.10 CONTRACTS WITH INCENTIVE/DISINCENTIVE

22

23

The Incentive/Disincentive (I/D) concept is designed to reduce the overall ~~contract~~**Contract** ~~time~~**Time** by giving the Contractor an incentive for every day that the ~~contract~~**Contract** is

1 | completed early and a disincentive for everyday that the ~~contract~~Contract is completed
2 | late.

3 | The **Daily Report of Construction (Form No. 700-010-13)**, as well as the **Engineer**
4 | **Weekly Summary (Form No. 700-010-14)**, are ~~as~~ the support documentation for payment
5 | as outline in the CPAM Section 5.1. Each set of the above project form will show the
6 | following statements: 1) Today is the first day or the beginning milestone day of the
7 | Incentive/Disincentive phase of this ~~contract~~Contract; 2) Today is the last day of the
8 | incentive/disincentive phase of this ~~contract~~Contract.

9 | The final dollar amount of the incentive/disincentive will be coded on card 7 in the
10 | FESUBMIT program (~~See~~Figure 11-1). Comments appropriately relating to the
11 | computations for payment will be coded in CRS on the 'Z' card as shown in (Figure 11-6).
12 | On Site-Manager ~~contract~~Contracts this incentive/disincentive will be shown as a
13 | ~~contract~~Contract adjustment to the estimate on which it is to be paid. Appropriate
14 | comments will be made when the ~~adjustments~~ are created.
15 |

1 **11.11 LIST OF FIGURES FOLLOWING THIS CHAPTER**

2 Figure 11-1 Example of CRS '7' Card

3 Figure 11-2 Example of CRS 'Z' Card for Lane Rentals

4 Figure 11-3 Example of CRS 'Z' Card for A + B Bidding

5 Figure11-4 Example of CRS 'Z' Card for No Excuse Bonus

6 Figure11-5 Example of CRS 'Z' Card for Liquidated Savings

7 Figure 11-6 Example of CRS 'Z' Card for Incentives/Disincentives

8 Figure 11-7 thru 11-9.....Example of Lump Sum Spread rate

9 Figure 11-10.....Example of Lane Rental Site Source Record

10

1
2

Figure 11-2
EXAMPLE OF CRS Z CARD FOR LANE RENTAL

| | | |
|------------------------------|---------------|-----------------|
|LANE RENTAL | | |
| . ORIGINAL CONTRACT TIME BID | = | _____ DAYS . |
| . LANE RENTAL DAYS USED | = | _____ DAYS . |
| . \$ PER DAY AS BID | = | \$_, ___, ___ . |
| . \$_, ___, ___ . | X | _____ DAYS . |
| . _____ | THIS ESTIMATE | . . |
| | | |

1
2

Figure 11-3
EXAMPLE OF CRS Z CARD FOR A + B BIDDING

..... A + B BIDDING

. ORIGINAL CONTRACT TIME BID = _____ DAYS .

. FINAL CONTRACT TIME = _____ DAYS .

. INCENTIVE _____ DAYS X \$ __, __, __. = \$ __, __, __.

. DISINCENTIVE _____ DAYS X \$ __, __, __. = \$ __, __, __.

.....

1
2

Figure 11-4
EXAMPLE OF CRS Z CARD FOR NO EXCUSE BONUS

| | |
|--------------------------------------|---------------------------|
| NO EXCUSE BONUS | |
| . CONTRACT BONUS DATE | = _____ . |
| . DAYS COMPLETED EARLY | = _____ . |
| . _____ DAYS X \$ __, ____, ____ .__ | = \$ __, ____, ____ .__ . |
| . | . |
| | |

1
2

Figure 11-5
EXAMPLE OF CRS Z CARD FOR LIQUIDATED SAVINGS

| | |
|--------------------------------------|---------------------------|
| LIQUIDATED SAVINGS | |
| . DATE OF DAY ONE | = _____ . |
| . LAST ALLOWABLE CONTRACT DAY | = _____ . |
| . AMOUNT OF DAYS COMPLETED EARLY | = _____ . |
| . _____ DAYS X \$ __, ____, ____ .__ | = \$ __, ____, ____ .__ . |
| | |

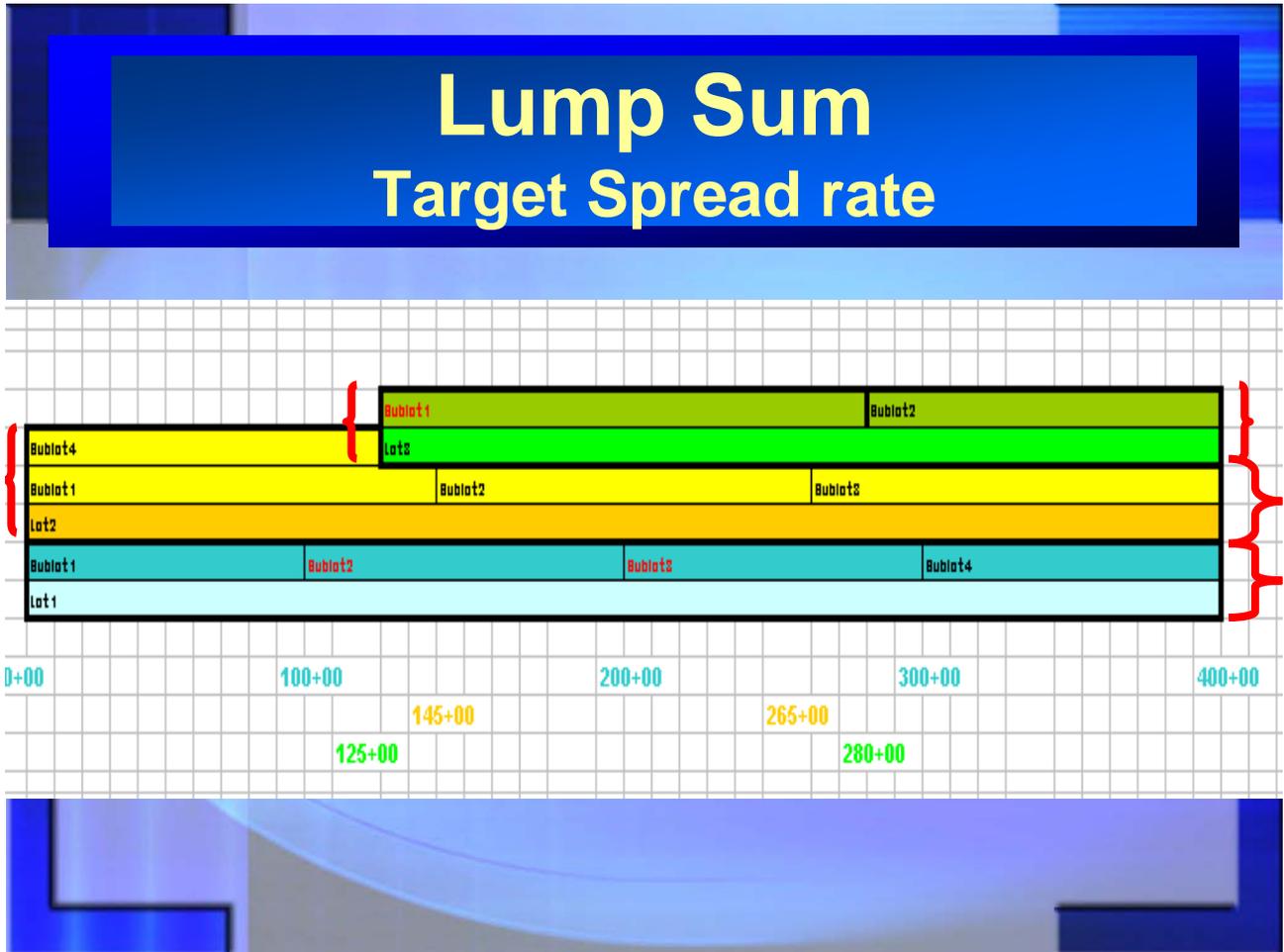
1
2
3

Figure 11-6
EXAMPLE OF CRS Z CARD FOR INCENTIVE/DISINCENTIVE

| | |
|---|----------------------------|
| INCENTIVE/DISINCENTIVE | |
| . DATE OF DAY ONE | = _____ . |
| . LAST ALLOWABLE CONTRACT DAY | = _____ . |
| . INCENTIVE ___ _ DAYS X \$ _ , _ _ , _ _ . _ _ | = \$ _ , _ _ , _ _ . _ _ . |
| . DISINCENTIVE ___ _ DAYS X \$ _ , _ _ , _ _ . _ _ | = \$ _ , _ _ , _ _ . _ _ . |
| | |

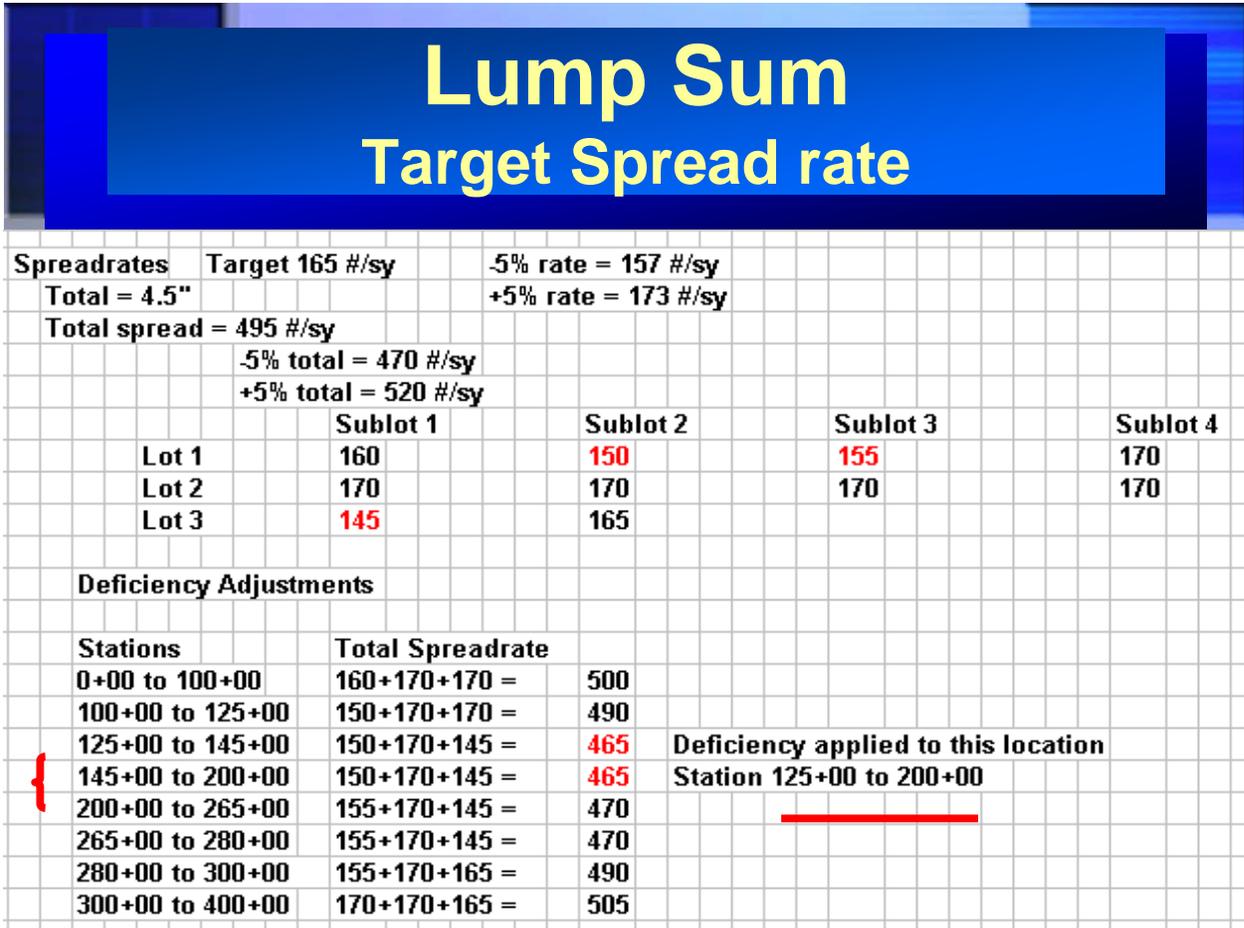
1
2

Figure 11-7



1
 2

Figure 11-8



1

Figure 11-9

Lump Sum Target Spread rate

- **Example**
 - $125+00 - 200+00 = 7,500 \text{ Ft.}$
 - $7,500 \text{ Ft.} \times 12 \text{ Ft.} = 10,000 \text{ S.Y.}$
 - $(10,000 \text{ SY} \times 30 \text{ \#/SY}) \div 2,000 \text{ \#/Ton} = 150 \text{ Ton}$
 - $150 \times \$ 46.59 \text{ (from table 9-1)} = \$ 6,988.50$
- **Line Item Adjustment**
 - **New LS Line Item with a unit price of – \$6,988.50**

