

IMPLEMENTATION PROCESS

THE INFORMATION BELOW IS TO BE PROVIDED BY THE ORIGINATOR

☒ Modify Specification _____00900LSSP_____.
Section/File number

☐ New Specification _____.
Section number

Subject: Measurement and Payment – Scope of Payments

Origination date: 12-1-05

Originator: David Chason
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Problem statement: Delete language concerning adjustments after last allowable contract day

Information source: David Chason

Background data: To eliminate confusion for adjustments

Desired implementation date: Beginning with the July 2006 letting.



Florida Department of Transportation

JEB BUSH
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

DENVER J. STUTLER, JR.
SECRETARY

MEMORANDUM

DATE: February 6, 2006
TO: Specification Review Distribution List
FROM: Duane F. Brautigam, P.E., State Specifications Engineer
SUBJECT: Proposed Specifications Change: 00900LS – Measurement and Payment

In accordance with Specification Development Procedures, we are sending you a copy of a proposed specification change to Section 9.

This change was proposed by David Chason of the State Construction Office to delete language concerning adjustments after the last allowable contract day and to set up a consistent conversion factor for calculations.

Please share this proposal with others within your responsibility. Review comments are due within four weeks and should be sent to Mail Station 75 or to my attention via e-mail at SP965DB or duane.brautigam@dot.state.fl.us. Comments received after March 6, 2006 may not be considered. Your input is encouraged.

DFB/bd

Attachment

COMMENTS:

Submitted by:

Phone #:

MEASUREMENT AND PAYMENT.

~~(REV 5-16-05 1-13-06) (FA 7-6-05) (1-06)~~

SUBARTICLE 9-1.3 (Page 87) is deleted and the following substituted:

9-1.3 Determination of Pay Reduction: In measurement of areas of work, where pay reductions are to be assessed, the Engineer will use the lengths and/or widths in the calculations based upon station to station dimensions in the Contract Documents, the station to station dimensions actually constructed within the limits designated by the Engineer; or the final dimensions measured along the final surface of the completed work within the neat lines shown in the Contract Documents or designated by the Engineer. The Engineer will use the method or combination of methods of measurement which will reflect with reasonable accuracy, the actual surface area of the finished work as the Engineer determines.

Failure on the part of the Contractor to construct any item of work to plan or authorized dimensions within the specification tolerances will result in: reconstruction to acceptable tolerances at no additional cost to the Department; acceptance at no pay; or, acceptance at reduced pay, all at the discretion of the Engineer.

ARTICLE 9-2 (Pages 88 and 89) is deleted and the following substituted:

9-2 Scope of Payments.

9-2.1 Items Included in Payment: Accept the compensation as provided in the Contract Documents as full payment for furnishing all materials and for performing all work contemplated and embraced under the Contract; also for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its final acceptance; also for all other costs incurred under the provisions of Division I.

The Contract Lump Sum Price will include overhead, profits, and direct and indirect costs required to complete the project except as described below.

9-2.1.1 Fuels: 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 or 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%.

~~Price adjustments made for fuel used after the expiration of the last allowable Contract Day (including any time extensions) will be limited to the increases or decreases dictated by the index in effect on the last allowable Contract Day.~~

The Contractor will certify the number of gallons of fuel (gasoline and/or diesel) used on this Contract during the period represented by each invoice.

The Department will determine the API for each month by averaging quotations in effect on the first day of the month at all terminals that could reasonably be expected to furnish fuel to projects in the State of Florida.

The API will be available on the State Construction Office website before the 15th of each month at the following URL:

www.dot.state.fl.us/construction/fuel&Bit/Fuel&Bit.htm .

Price adjustments will not be made for Items of work added by contingency supplemental agreement, supplemental agreement, field supplemental agreement, or work orders.

Payment on progress estimates will be adjusted to reflect adjustments in the prices for fuel in accordance with the following:

$$\text{\$ Adjustment} = (\text{ID})(\text{gallons [liters]})$$

Where ID = Index Difference = $[\text{CAPI} - 0.95(\text{BAPI})]$ when the API has decreased between the month of bid and month of this progress estimate.

Where ID = Index Difference = $[\text{CAPI} - 1.05(\text{BAPI})]$ when the API has increased between the month of bid and month of this progress estimate.

Gallons will be derived only from the established Standard Fuel Factor list posted on the State Construction Office website at the following URL:
www.dot.state.fl.us/construction/fuel&Bit/LSfuelfactors.htm .

The Department will provide a *computer* application that will calculate and print the gallons of gasoline and/or diesel for the items that these factors represent. The Contractor will attach this worksheet and record these gallons on the Certified Invoice as required in 9-11.4.

Payment will be based on the quantities shown on the Contractor's Invoice on all items for which established standard fuel factors are posted on the State Construction Office website at the following URL:
www.dot.state.fl.us/construction/fuel&Bit/LSfuelfactors.htm .

Payment will be made on the current progress estimate to reflect the index difference at the time work was performed.

Adjustments will be paid or charged to the Prime Contractor only. Any Contractor receiving an adjustment under this provision shall distribute the proper proportional part of such adjustment to subcontractors who perform applicable work.

9-2.1.2 Bituminous Material: On Contracts having an original Contract Time of more than 365 calendar days, or more than 5,000 tons [5,000 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%.

~~Price adjustments made for bituminous material used after the expiration of the last allowable Contract Day (including any time extensions) will be limited to the increases or decreases dictated by the index in effect on the last allowable Contract Day.~~

~~The Contractor will certify the number of gallons of asphaltic concrete used during the period represented by each invoice.~~

The Department will determine the API for each month by averaging quotations in effect on the first day of the month at all terminals that could reasonably be expected to furnish bituminous material to projects in the State of Florida.

The API will be available on the State Construction Office website before the 15th of each month at the following URL:
www.dot.state.fl.us/construction/fuel&Bit/Fuel&Bit.htm .

The Department will provide a computer ~~program~~ application that will calculate and print the number of gallons of bituminous material for the items that these factors

represent. The Contractor will attach this worksheet and record these gallons on the Certified Invoice as required in 9-11.4

Payment on progress estimates will be adjusted to reflect adjustments in the prices for bituminous materials in accordance with the following:

$$\text{\$ Adjustment} = (\text{ID})(\text{gallons [liters]})$$

Where ID = Index Difference = $[\text{CAPI} - 0.95(\text{BAPI})]$ when the API has decreased between the month of bid and month of this progress estimate.

Where ID = Index Difference = $[\text{CAPI} - 1.05(\text{BAPI})]$ when the API has increased between the month of bid and month of this progress estimate.

For all asphalt concrete, the number of gallons [liters] will be determined assuming a mix design with 6.25% liquid asphalt weighing 8.58 lb/gal [1.03 kg/L].

Payment will be made on the current progress estimate to reflect the index difference at the time work was performed.

Adjustments will be paid or charged to the Prime Contractor only. Any Contractor receiving an adjustment under this provision shall distribute the proper proportional part of such adjustment to subcontractors who perform applicable work.

9-2.2 General Basis of Adjusted Pay:

9-2.2.1 Deficiencies: When a deficiency occurs that results in the acceptance of a material at a reduced payment level as defined in these Specifications, the Engineer will apply a reduction in payment for the material in question based on the unit prices shown in Table 9-1.

Table 9-1

Item Description	Unit	Unit Prices

9-2.2.2 Asphalt Design Thickness/Spread Rate: The average spread rate per subplot will be used to determine if the amount of asphalt placed on the project meets the minimum requirements specified in the Contract Documents. Before placing asphalt mix, propose a target spread rate for each layer, which when combined with other layers, will meet the design thickness or spread rate specified in the Contract Documents. The weight of the mixture will be determined as provided in 320-2 (including the provisions for automatic recordation system).

On projects specifying a thickness in the Contract Documents for asphalt, the conversion of design thickness to target spread rate will be established by multiplying the maximum specific gravity of the asphalt mix (as indicated on the verified mix design) by 43.3 lbs/sy (~~for fine graded mixes~~) or 44 lbs/sy (~~for coarse graded mixes~~) for every inch of asphalt [9.28 kg/m² of asphalt (~~for fine graded mixes~~), or 9.4 kg/m² (~~for coarse graded mixes~~) for every 10 mm of asphalt].

On projects specifying a total spread rate of mix in the Contract Documents for asphalt, calculate the average spread rate per subplot (as defined in Section 334) by the following formula:

Average spread rate per subplot = Total weight of asphalt mix (lbs)
for the subplot/area covered by that subplot (sy)

During construction, monitor the mix spread rate of each subplot at frequent intervals in accordance with 330-2.2 in order to meet the target spread rate for each subplot. Document the actual spread rate of each subplot on the Roadway QC Form.

The Engineer will determine if the material of the roadway pavement is acceptable to remain in place at full pay, remain in place at reduced pay or corrected at no cost to the Department. Final disposition of the finished roadway pavement will be based upon the comparison between the design spread rate specified in the Contract Documents and the combined value of the average spread rate of each subplot at the same area (including FC-6, but excluding FC-5). The acceptable tolerance of the combined spread rate evaluation of the roadway pavement is $\pm 5\%$.

Reductions in pay will be determined per subplot by applying a proportional reduction in payment for the material in question, based on a ratio of the average spread rate for the subplot to the design spread rate, which will then be applied using the unit price(s) as shown in Table 9-1. Any quantity over the designed spread rate specified in the Contract Documents shall not be paid.

9-2.2.3 Asphalt Overbuild: Where overbuild is called for in the plans for the correction of cross-slope, the Engineer will make an adjustment in payment should the quantity of material placed be less than the specified spread rate. In addition, should the material placed exceed the specified spread rate with no negative effect to the correction of cross-slope, an upward adjustment will be made representing the additional material placed. The upward adjustment in payment is limited to 5% of the original material required for overbuild. Adjustments in pay will be determined for the entire project by applying a proportional adjustment in payment for the material in question, based on a ratio of the average spread rate to the design spread rate, which will then be applied using the unit prices as shown in Table 9-2.

Table 9-2

Item Description	Unit	Unit Prices

An average spread rate, per calculations as specified in 9-2.2, will be used to determine verification of the required amount of asphalt for the project.

9-2.2.4 Foundations: Adjustment in the lump sum payment will be made for actual quantities installed of Piling and Drilled Shafts, as additions or deletions for the total project quantity determined from the pile/drilled shaft elevations shown in the Contract Documents.

The Engineer will base all adjustments in payment on the unit prices as shown in Table 9-3.

Table 9-3

Item Description	Unit	Unit Prices

Payment listed above for Piling and Drilled Shafts includes all work required to install the foundation element to the required capacity/depth.

9-2.2.5 Quality: Where an adjustment of payment for quality is called for in the Contract Documents, the Engineer will make such adjustments for the corresponding quantity of material based on the unit prices shown in Table 9-4.

Table 9-4

Item Description	Unit	Unit Prices

9-2.2.6 Adjustment to the Lump Sum Payment for Deleted Items of Work:

When items such as pipe culverts, inlets, manholes, mitered end sections, etc. are shown in the Contract Documents to be constructed or installed and due to actual field conditions, it is determined by the Engineer that the item is not needed, then a negative adjustment will be made based on the invoice price for the actual cost of the item and the Contractor will retain ownership. This adjustment will not exceed \$5,000.00. Should the amount of the adjustment exceed \$5,000.00, it will be considered a significant change and an adjustment will be processed in accordance with 4-3.2.

ARTICLE 9-3 (Pages 89-91) is deleted.

SUBARTICLE 9-5.5.2 (Page 94) is deleted and the following substituted:

9-5.5.2 Partial Payment Amounts: The following partial payment restrictions apply:

(1) Partial payments less than \$5,000 for any one month will not be processed.

(2) Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the Department requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

ARTICLE 9-9 (Page 97) is expanded as follows:

Section 215.422(5), Florida Statutes, requires the Department to include a statement of vendor (Contractor) rights. Contractors are hereby advised of the following:

Contractors providing goods and services to an agency should be aware of the following time frames: Upon receipt, an agency has five working days to inspect and approve the goods and services, unless the bid specifications, purchase order or Contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, by the Department.

If a payment is not made within 40 days, a separate interest penalty at the rate established pursuant to Section 55.03(1), Florida Statutes will be due and payable, in addition to the invoice amount, to the Contractor. The interest penalty provision applies after a

35 day time period to health care providers, as defined by rule. Interest penalties of less than one dollar will not be enforced unless the Contractor requests payment. Invoices that have to be returned to a Contractor because of Contractor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for Contractors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the State Comptroller's Hotline, 1-800-848-3792.

SECTION 9 (Pages 87-97) is expanded by the following new Article:

9-11 Submittals.

9-11.1 Data Required: Within 15 calendar days of receipt of a notice of award, prepare and deliver to the Engineer an estimate of the quantities for the following activities or work items: Earthwork and Related Operations, Base Courses, Hot Bituminous Mixtures, Portland Cement Concrete, and Reinforcing Steel.

These quantities will determine the minimum material sampling and testing requirements for this Contract in accordance with the Department's Sampling, Testing, and Reporting Guide. These quantities will not be considered payment quantities. Quantities provided by the Contractor will only be used to determine the material sampling and testing frequencies for the above activities or work items and will have no monetary value to the Contract Lump Sum Price.

9-11.2 Notification of Quality Assurance Inspection Arrangements for Fabrication of Critical Items: In order to facilitate quality assurance inspection for fabrication of critical items, the Contractor must submit a fabrication schedule for all items requiring Commercial Inspection as stated in 460-23. The fabrication schedule must be submitted to the Department's Commercial Inspection State Materials Office, with a copy provided to the Engineer, before, or at, the pre-construction meeting. Fabrication of critical items include, but is not limited to: steel bridge components, overhead cantilevered sign supports with cantilevered arms exceeding 45 feet, movable bridge components, and any other items, that the Department's personnel identify.

9-11.3 Submittal Instructions: The Contractor will prepare a progress invoice for each project in the Contract. Submit the progress invoice to the Engineer. The Engineer will not pay for any item of work until the progress invoice is approved.

9-11.4 Contractor's Invoice: The Contractor must make a request for payment by submitting an invoice, no later than 12 O'clock noon, Monday, after the estimate cut-off date or as directed by the Engineer, based on the amount of work done or completed. The Contractor's invoice must consist of the following:

(a) Contract Number, FPID Number, State Project Number, W.P.I Number, Invoice Number, Invoice Date and the period that the invoice represents.

(b) The basis for arriving at the amount of the progress invoice including approximate quantities of work completed, less payments previously made and less an amount previously retained or withheld.

(c) Contract Summary showing the percentage of dollar value of completed work based on the present Contract amount and the percentage of days used based on the present Contract Days.

- (d) Certify the number of gallons [liters] of gasoline used during the invoice period.
- (e) Certify the number of gallons [liters] of diesel used during the invoice period.
- (f) Certify the number of gallons [liters] of bituminous material used during the invoice period.
- (g) Certify weight of steel for indexed items.

9-11.5 Payment to the Contractor: Upon receipt of the progress invoice and approval by the Engineer, payment will be made, less an amount retained or withheld per provisions included in the Contract. The monthly payments will be approximate only and will be subject to reduction for overpayments or increase for underpayments on preceding payments to the Contractor and to correction in the subsequent estimates and the final estimate and payment.