

0090202SLLS MEASUREMENT AND PAYMENT.
COMMENTS FROM INTERNAL/INDUSTRY REVIEW

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Comment: (6-6-10)

If we are trying to simplify calculating quantity adjustments why not just eliminate all “overbuild” adjustments on Lump Sum projects.

If a contractor at bid time determines that the cross slope improvement can be achieved with less tons than called for in the plans this spec prohibits the lump sum bid price from fully reflecting the “savings” since the Department will deduct tons/dollars off the lump sum bid amount. Similar argument can be made for higher tonnages. For example if during the bid process the contractor determines that he will need 20% more tons to overbuild than shown in the plans he would as a minimum have to include the cost of 15% of those tons in his bid as the department will cap at 5% over plan.

I believe it would be better if the Department would allow the contractor to provide the Lump Sum Bid without having to factor in potential deducts, unless the Department is willing to accept a unit price at bid time for overbuild tons and pays actual tons placed with no caps.

Response: I’m sure the Department would listen on the elimination of this adjustment, but I don’t think that’s going to happen. The Department needs to be in a position to increase or decrease this item’s quantity based on the criteria that has been in this specification since it was developed. The change made was only to help reduce the calculation on this adjustment. The limits have not changed. No change made.

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Comments: (6-9-10)

Assuming we mill and resurface the same thickness, overbuild is the difference between elevations of the existing and proposed pavements. Since cross-sections are not available on small projects, overbuild may deviate more than 5% from the estimated amounts, and it should not be the Contractor's responsibility. 5% limitations should not apply to overbuilds.

Response: I understand your concern. The Department without limits could be put in certain positions that would be very hard to justify. The plans need to be reviewed closely and let the bid cover the anticipated work and material. No change made.

Joe Turner
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Comments: (6-9-10)

I don't think it is fair to limit the overage at 5%. Unless the Contractors do a lot of pre-bid survey, there is no way for us to know whether or not the tonnage shown is accurate or not.

Response: This percentage has been in the specification for a long time now without a great number of complaints on the final payment of this item. I would hope all quantities provided by Design are accurate, but from time to time we do make errors. Errors are handled in accordance with the Specifications. See response to No.1 for the limits. No change made.

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Comments: (6-10-10)

Rudy, attached below are some comments from our contractors. We have had this discussion before relative to engineering/plans preparation and estimating quantities of overbuild. If the contractors are going to be held to proper grade and cross slope standards on the final riding surface, but not given the material (overbuild) to prepare the surface to meet the requirements, what are they supposed to do? With the emphasis on cross slope now, I doubt they DOT will accept the reason “well, we overran the maximum of 5% but the pavements still didn’t meet standards.”

I am not sure what the engineering/plans preparation/design requirements are on these streamline lump sum projects, but my guess is they will not have the extent of the engineering in plans preparation that a large project would. That means more uncertainty (risk) would be placed on the contractor. The contractor only wants to get paid for what they do and provide the DOT with a good job. How would you bid the job? In tough economic times, the risk of a contractor having to ‘eat’ material actually incorporated into the job is more than most can handle today. The simple solution is that if materials are incorporated into the project to fulfill the contractual obligations – the contractor should be paid for it, whether its 2%, 5%, or 15% overrun.

Thanks for the opportunity to comment. Jim Warren

1. If over runs are limited to 5%, under runs should be as well. If not, pay per tons laid. I guess that is too fair, and simple.

Response: This is a 1 LS pay item project. These limits were not changed. The only change made was to help reduce the calculation that is required for this adjustment. These are small contracts with less than 2000 tons of asphalt. I anticipate if issues from around the state are presented as to why this is not working then we can look at what needs to be changed. No change made.

2. The estimated quantities for overbuild are usually not accurate; so why not pay for the tons placed? Why do we have a 5% limit upside? Most of the time the plans are so inaccurate that it takes more tonnage to get the cross slope and/or super elevated curves corrected. On a unit price job they pay for all the mix used up or down.

Response: See above

3. When you do the leg work at bid time, you bid yourself out of a job or you can create a trap at

build time.

Response: Thank you for the comment. No changes made. OR Thank you for the comment. No response needed.

4. I read all the other comments and they are all “dead on.” Overbuild should always be a unit price item. It’s a trap for a contractor. The FDOT needs to do the engineering, provide a quantity, but then be willing to spend the money to do the job correctly regardless. Either give definitive profile grades and cross slopes and calculate the quantity or leave it open and pay unit price. Isn’t that the whole point of “variable depth” asphalt? To fix the grade and cross slope? Agencies want their cake and eat it too.

Response: See above
