

1 | **CHAPTER 11**
2 | **ALTERNATIVE CONTRACTS**

3 | **11.1 PURPOSE**

4 | This procedure is designed to provide computation and documentation methods for
5 | Alternative Contracts. This process establishes procedures and guidelines required by
6 | Alternative Contracts for the Project Administrator (PA) and staff to use in building and
7 | supporting the specific Contract's requirements.

8 | **11.2 SCOPE**

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

13 | **11.3 REFERENCE**

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

18 | **11.4 CONTRACTS WITH LANE RENTAL FEES**

19 | The lane rental concept requires a fee established during design and placed in the Contract
20 | to be assessed for each day or half-day of lane closure(s) in excess of the number of total
21 | lane rental days originally bid by the Contractor (see Contract for the applicable days). Once
22 | the lane rental days exceeds the total number of lane rental days bid the predetermined lane
23 | rental fee will be multiplied by the excessive time defined in the contract and the result will be
24 | deducted from the monthly estimate's payment.

25 | All lane closures shall be documented on the [Lane Rental Site Source Record \(Form No.](#)
26 | [700-050-57\)](#) beginning and ending times, locations and unit of measure (full or half days)
27 | shall be tabulated for each lane rental to be charged. The actual full or half day lane rental
28 | shall be charged on the day in which the ending time falls. For example if a lane closure
29 | begins at 8:00 p.m. on Monday and reopens at 6:00 a.m. the next day (Tuesday), a half-day
30 | lane rental will be shown on Tuesday's **Lane Rental Form**. The Contractor and PA shall
31 | mutually agree upon the twenty four (24) hour clock beginning and ending times for lane

1 rental purposes and such agreements shall be recorded in the Preconstruction Conference
2 Minutes.

3 The **Lane Rental Form** documentation shall be submitted with the Final Estimate reflecting
4 both the Inspector and Contractor signatures agreeing to the total days charged. ~~Comments~~
5 ~~appropriately relating to the computations for payment will be coded in Construction~~
6 ~~Reporting System (CRS) on the 'Z' card as shown in (Figure 11-2).~~ For Site-Manager
7 ~~Contracts appropriate comments will be shown under The Final Lane Rental~~
8 ~~Incentive/Disincentive dollar amount will be shown as a~~ Contract adjustment to the estimate
9 on which it is to be paid. Appropriate adjustment comments will be made when the
10 adjustment is created.

11 11.5 CONTRACTS WITH A + B BIDDING

12 The A+B bidding concept is designed to shorten the total Contract Time by allowing each
13 Contractor to bid the number of days in which the work can be accomplished.

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

21 ~~The Daily Report of Construction (Form No. 700-010-13), as well as the Engineer~~
22 ~~Weekly Summary (Form No. 700-010-14),~~ The Daily Work Report and Diary in Site
23 Manager will serve as the supporting documentation for appropriate payment as outlined in
24 CPAM Section 5.1. Each will show the following statements: 1) Today is the first day or the
25 beginning milestone day of the A+B bidding phase of this Contract; 2) Today is the last day
26 of the A + B bidding phase of this Contract.

27 The final incentive/disincentive dollar amount of the A+B bidding concept ~~will be coded for~~
28 ~~CRS on card 7 in the FESUBMIT program (Figure 11-1). Comments appropriately relating to~~
29 ~~the computations for payment will be coded in CRS on the 'Z' card as shown in (Figure 11-~~
30 ~~3).~~ On Site-Manager Contracts this incentive/disincentive will be shown as a Contract
31 adjustment to the estimate on which it is to be paid. Appropriate comments will be made
32 when the adjustments ~~are is~~ created.

33 11.6 CONTRACTS WITH NO EXCUSE BONUS

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

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

16 11.7 LIQUIDATED SAVINGS CONTRACTS

17 The liquidated savings concept is to reward the Contractor for each calendar day the
18 Contract is completed and accepted prior to the expiration of allowable Contract Time.
19 Contract Time is adjusted for time extensions under this concept.

20 ~~The Daily Report of Construction (Form No. 700-010-13), as well as the Engineer~~
21 ~~Weekly Summary (Form No. 700-010-14), The Daily Work Report and Diary in Site~~
22 ~~Manager~~ will serve as the support~~ing~~ documentation for payment as outlined in **CPAM**
23 **Section 5.1**. Each set of the above project forms will show the following statements: 1)
24 Today is the first day or the beginning milestone day of the Liquidated Saving phase of this
25 Contract; 2) Today is the last day of the Liquidated Savings phase of this Contract.

26 The final dollar amount of the Liquidated Savings ~~will be coded in CRS on card 7 in the~~
27 ~~FESUBMIT program (Figure 11-1). Comments appropriately relating the computations for~~
28 ~~payment will be coded for CRS on the 'Z' card as shown in (Figure 11-5). On Site-Manager~~
29 ~~Contracts the Liquidated Savings~~ will be shown as a Contract adjustment to the estimate on
30 which it is to be paid. Appropriate comments will be made when the adjustments ~~are~~is
31 created.

32 Payment shall be made to the Contractor on a progress estimate after final acceptance in
33 accordance with **Section 5** of the **Standard Specifications**.

34 Example:

- 1) Contract days allowed = 200
- 2) Days required to complete project = 180
- 3) Days to receive an adjustment = 20
- 4) \$ Shown in Contract for early completion = \$2,000 day
- 5) Progress estimate reflects 20 days x \$2,000 = \$40,000
- 6) 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 shall be based on the PA's documented days until a settlement is agreed upon with the Contractor.

Example:

- 1) Contract days allowed = 200
- 2) Days required to complete project = 200
- 3) Days to receive an adjustment = 0
- 4) Negotiation (time extension)
- 5) Project Administrator Records = 30 days
- 6) Contractor Claims = 60 days
- 7) \$ Shown in Contract for early completion = \$2,000 day
- 8) Progress estimate reflects 30 days x \$2,000 = \$60,000
- Until an agreement is reached

11.8 DESIGN BUILD CONTRACTS

11.8.1 General

This section summarizes the legal documentation for processing the Final Estimates Package on a Design-Build project. It is not the intent of these procedures to supersede the -Contract Documents, but to enhance the process of the Final Estimates package submittal. The documents required to close out a final estimate will vary from Contract to 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.

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's Construction Document Management System (CDMS). These documents and requirements can be viewed on our Construction Website. <http://infonet.dot.state.fl.us/electronicdocumentmanagementsystems/>

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

11 The Final Estimate Certification and **Summary Sheets** shall be bound in a folder or loose
12 leaf binder with the front cover showing the Financial Project ID Number, Name of the
13 project, and county. The Final Estimate Certification and **Summary Sheet** shall show the
14 Original Lump Sum amount with each adjustment, additions or deletions identified on a
15 separate line (Supplemental Agreements Numbers and any adjustments as specified in
16 **Section 9** of the **Contract Specification**). A Final Lump Sum amount with required
17 signatures will be shown. Federal Highway Administration (FHWA) has agreed to accept this
18 Final Estimate Certification and **Summary Sheet** in place of the required overruns and
19 underruns explanations. On all Federal Aid Participation Contracts, a copy of the Final
20 Estimate Certification and **Summary Sheet** will be submitted to the FHWA Office by the
21 District Final Estimate Office (DFEO).

22 **11.8.3 Invoices & Payment**

23 The PM shall review and approve the pay out schedule (schedule of values) to avoid the
24 “front loading” of payments and confirm that unit prices are reasonable for the work
25 performed. The Contractor will prepare and certify a monthly progress Invoice no later than
26 twelve o'clock noon Monday, after the estimate cut-off or as directed by the PM in
27 accordance with Section 9 in the Special Provision for each project in the contract. This will
28 be submitted to the Oversight CEI/PM for approval and processing according to the time
29 frame specified by the Contract Documents. A monthly progress invoice will be submitted by
30 the Contractor based on the completion or percent completion of major, well-defined tasks
31 as defined in the approved Schedule of Values, (including approved delivery of certain
32 materials) in accordance with **Section 9** of the **Specifications** also, any adjustments (as
33 shown in **Section 9, Specifications**) etc., shall be reflected on the current estimate.

34 The PM will make approximate monthly/progress invoice payments, and the Department will
35 correct all partial estimates and payments in the subsequent estimates and in the final
36 estimate and payment.

1 The PM will not process any estimate for pay until the Contractor's monthly progress invoice
2 is received and approved with the required certification of payment to Subcontractors
3 included.
4

~~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.~~

Note: Certification of Quantities for Maintenance of Traffic items, Painted Pavement
marking items, Thermoplastic Traffic Stripe and Marking Items and Permanent Tape
Stripes and Markings 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.

5 **11.8.4 Pay Adjustments**

6 Any Unit Price Adjustments as required by **Section 9** of the **Specifications** will be
7 determined by the six-month (prior to letting of the 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. The
10 Contractor will certify the number of gallons of fuel (gasoline and diesel), and bituminous
11 material used on this Contract during the period represented by each invoice. The PM will
12 review the gallons generated on the spreadsheet and the Contractor invoice(s) for
13 comparison.

14 Documentation for these adjustments shall be submitted with each monthly progress invoice
15 and included in the Final Estimate Submittal Package.
16
17

18 **11.8.56 Retainage**

19 Retainage withheld shall be in accordance with the Design Build Specifications.

20 **11.8.67 Fuel Adjustments**

21 On Contracts with an original Contract time in excess of 120 calendar days, the Department
22 will make fuel adjustments on each applicable progress estimate to reflect increase and
23 decreases in the price of gasoline and diesel from those in effect during the month in which
24 bids were received. The Contractor will not be given the option of accepting or rejecting
25 these adjustments. Price adjustments for these fuels will be made only when the current fuel

1 price (CFP) varies by more than 5% from the price prevailing in the month when bids were
2 received (BFP), and then only on the portion that exceeds 5%. The Department will provide
3 an application for fuel adjustment that will calculate and print gallons of gasoline and/or
4 diesel for the items that these factors represent. Effective on Contracts let in January 2007
5 and forward, the new list of pay items receiving a fuel adjustment can be found on the
6 Construction Website. The fuel amounts to be paid is generated from the worksheet by the
7 contractor and posted on the Files Transfer Protocol (FTP) Site with each progress estimate.

8 This application can be downloaded or completed on line from the State Construction Office
9 website. The Contractor will enter the fuel index for the month the Contract was bid and the
10 index for the month of the current estimate. These price indexes are posted on the
11 Construction Office website at <http://www.dot.state.fl.us/Construction/fuel&bit/fuel&bit.htm>.
12 The Contractor shall enter quantities on this application that represents the work performed
13 during the month of the progress estimate. The Contractor shall enter the gallons of
14 gasoline and/or diesel on the Certified Invoice and attach the worksheet to the invoice. The
15 PM shall review and reconcile any differences on this invoice before processing for payment.

16
17 ~~Note: Effective on all Contracts let in January 2007 and forward, the new list of pay items~~
18 ~~receiving a fuel adjustment can be found at the above website. This new fuel list will be~~
19 ~~done automatically in site manager. Lump Sum including 285 optional base "Black Base~~
20 ~~ONLY" will require manual adjustments. These additional amounts will be added as line item~~
21 ~~adjustments in site Manager on the appropriate item. The adjusted amount will be added to~~
22 ~~the original amount that was generated by Site Manager, so the fuel and bituminous can be~~
23 ~~posted on the Files Transfer Protocol Site (FTP) Site.~~
24

25 **11.8.78 Bituminous Adjustment**

26 On Contracts with an Original Contract Time of more than 365 calendar days or more than
27 5,000 tons [5,000metric tons] of asphalt concrete, the Department will adjust the bid unit
28 price for bituminous material Asphalt Content or Polymer PG76-22, excluding cutback and
29 emulsified asphalt to reflect increases or decreases in the Asphalt Price Index (API) of
30 bituminous material from that in effect during the month in which bids were received.
31 Polymer adjustments will be in effect on Contracts let January 2007 and forward. The
32 revised form number 700-050-65 will be posted on the website shown below. The
33 Contractor will not be given the option of accepting or rejecting this adjustment. Bituminous
34 adjustments will be made only when the current API (CAPI) varies by more than 5% of the
35 API prevailing in the month when bids were received (BAPI), and then only on the portion
36 that exceeds 5%. The Department will provide an application for bituminous adjustment that
37 will calculate and print gallons of bituminous material. This application can be downloaded
38 or completed on line from the State Construction Office website. The Contractor will enter
39 the API index for the month the contract was bid and the index for the month of the current

1 estimate. These price indexes are posted on the Construction Office website at
2 <http://www.dot.state.fl.us/Construction/fuel&bit/fuel&bit.htm>. The Contractor shall enter
3 quantities of asphalt placed and accepted on this application that represents the work
4 performed during the month of the progress estimate. The Contractor shall enter the gallons
5 of bituminous material Asphalt Content or Polymer on the Certified Invoice and attach the
6 worksheet to the invoice. The PM shall review and reconcile any differences on this invoice
7 before processing for payment.

8
9 ~~Note: The Department will make a Bituminous Adjustment for Polymer PG76-22 Binder on~~
10 ~~all Contracts let January 2007 forward. Criteria for Polymer PG76-22 Adjustment will be~~
11 ~~stated in Section 11.8.8. The revised form number 700-050-65 will included Polymer PG76-~~
12 ~~22.~~

13 Note: On renewable push button contracts, where the renewable contract is longer than 365
14 days, the department will adjust the bid unit price for the bituminous material.

15 **11.8.89 Shop Drawings**

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

18 **11.8.910 Final Signed and Sealed "As-Built" Plans**

19 As the project progresses, the Design Build CEI Firm shall update the final signed and
20 sealed **"As-Built" Plans**. The procedures set forth in **Chapter 4, Final "As-Built" Plans** of
21 this manual are to be utilized in the preparation for completing the set of final plans for
22 submittal with the Final Estimates Package. At the close out of the Final Estimate the
23 Districts will send the Final Set of **As-Built Plans** to Image API located in Tallahassee,
24 Florida to be scanned and indexed. A list of exceptions will be produced for those sheets
25 with indexing and quality problems. It will be the responsibility of the DFEO to clarify with
26 Image API how those sheets should be indexed and corrected. Within ten (10) business
27 days the documents should be available electronically.

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

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

31 (C) A set of final CADD files that are to current CADD Standards on CD.
32

1 Note: For Design Build Projects the Designer is not required to provide quantities with
2 Matrixes in the plans. If the original quantities are provided with the matrix the final
3 amount is not required to be entered.

4 **11.9 LUMP SUM CONTRACTS**

5 **11.9.1 General**

6 Documents required to close out a final estimate will vary from contract to contract. It is the
7 responsibility of the PA and the District Final Estimate Manager (DFEM) to determine that all
8 required documents are complete and accompany the final estimate in accordance with the
9 Contract and Specifications on Lump Sum Projects.

10 AWA

11 If conditions changes from the Plans and Extra and Unforeseen Work are involved, the
12 Contractor along with the Department must negotiate and resolved those issues using
13 Supplemental Agreements or Work Orders.

15 **11.9.2 Submittals**

16 The PA will prepare and certify the Final Estimate Package with the PM monitoring the
17 process if applicable. Records will be scanned into the Department's Construction
18 Document Management System (CDMS). These documents that require scanning can be
19 viewed on the Construction website.
20 <http://infonet.dot.state.fl.us/electronicdocumentmanagementsystems/>

21 An estimate of quantities will be prepared by the Contractor and delivered to the PA within 15
22 days of receipt of notice of award for activities or work items such as: Earthwork and related
23 Operations, Base Courses, Hot Bituminous Mixtures, Portland Cement Concrete, and
24 Reinforcing Steel, as stated in the Specifications. ~~This Schedule of Values needs to be~~
25 ~~submitted with other items shown in Figure 14-34 of the Review and Administration~~
26 ~~Manual and submitted with the Final Estimate Package.~~ Quantities provided by the
27 Contractor will be used to determine the material sampling and testing frequencies in
28 accordance with the Department's **Sampling, Testing, and Reporting Guide**. The
29 Department's Job Guide Schedule will provide a list of all pay items. Quantities provided by
30 the Contractor shall only be used to determine the material sampling and testing frequencies.
31 These quantities will not be considered payment quantities. Payment shall be made in
32 accordance with Project and Payment specific Contract Documents.

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

11 **Note:** Construction Inspection Personnel should not be required to document quantities
12 except for asphalt and other items subject to pay adjustments as defined in the Lump Sum
13 Guidelines. The Lump Sum Guidelines can be addressed at the following link.
14 <http://www.dot.state.fl.us/rddesign/updates/files/updates.htm#lump%20sum>. PAdministrator
15 (PA) PA

17 11.9.3 Invoices and Payment

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

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

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

**Note: Certification of Quantities for Maintenance of Traffic items and Painted
Pavement Marking—items, Thermoplastic Traffic Stripes and Markings Items,
Permanent Tape Stripes and Markings 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

The Contractor will certify the number of gallons of fuel (gasoline and diesel), and bituminous material used on this Contract 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.

Once the PA has approved the progress invoice, payment shall be made, less the amount of retainage withheld per provisions in the Contract. The Department shall base payments on the total value of the work the 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 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 Contracts t~~ This adjustment will be shown as a line item adjustment to the pay ~~item~~ estimate on which it is to be paid. Appropriate ~~comments~~remarks will be made when the adjustments are created.

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 Work Order to amend the Contract. The PA will document that all adjustments are correct and have met the criteria as set forth in the Contract. Documentation of all failures shall accompany the Final Estimate Submittal Package. (**See Figures 11-7 thru 11-9** for deficiency area evaluation).

Deficiency Adjustment
Table 9-1

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

1 Concrete failures will be adjusted in accordance with the current Contract Document
2 **Specifications**. Asphalt Overbuild: The Project Administrator will ensure that the average
3 spread rate does not exceed 105% of the specified spread rate. See example #1.

4 Asphalt Overbuild Adjustment
Table 9-2

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

5 Example: #1

6 Item Number 334-23-30 (Superpave SP12.5)

7 Original Quantity = 160.60 Tons

8 Final = 193.50 Tons

9 Plan Area = 7300SY

10 Final Area = 7300SY

11 Plan Spread = 44 #/SY

12 Actual Spread = 53 #SY

13 Final Pay limited to 105%

14 $44 \text{ lb/sy} \times 105\% = 46.20 \text{ lb/sy}$

15 $7300 \times 46.20 \text{ lb/sy} / 2000 = 168.6 \text{ Tons}$

16 $168.60 - 160.60 = 8.00 \text{ Tons}$

17 $8.00 \times \$48.62 = \388.96

18 \$388.96 will be the adjustment to the Lump Sum Unit Price.

19 Foundations such as piling, and Drilled Shafts will be adjusted to reflect the actual quantities
20 needed and approved to complete these items. Additions or deletions will be determined
21 from the pile/drilled shaft elevations shown in the Contract Document.

22 Foundation Adjustment

23 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

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

4 Quality Adjustment
5 Table 9-4

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

6 ~~If **Section 330, Smoothness Specifications** is listed in the Contract Document, an~~
7 ~~adjustment for smoothness would be made based on the criteria specified in the Contract~~
8 ~~Documents.~~

9 Example:

10 Lot = 4,000 tons
11 Composite Pay Factor = 105% for lot #2

12 $4,000 \text{ tons} \times 1.05 = 4,200 \text{ tons}$

13 $4,200 - 4,000 = 200 \text{ tons}$

14 $200 \text{ Tons} \times \$48.62 = \$9,724.00$ will be the adjustment to the Lump Sum price.

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

17 **Note:** Emphasis needs to be made on the Contractors responsibility of providing accurate
18 reports (~~sySY/sm~~SM); overlapping joints; Show exact width~~s~~ being placed and correct
19 tonnage. These areas are very important in the evaluation of the spread.

20 ~~If **Section 330, Smoothness Specifications**, is listed in the Contract Document, an~~
21 ~~adjustment for smoothness would be made based on the criteria specified in the Contract~~
22 ~~Documents.~~

23 11.9.5 Adjustments due to an increase, Decrease or Alteration in the work

24 Adjustments Less than \$ 5,000.00: If it is determined by the Engineer that an item is
25 not needed on a project, such as a pipe culvert, an inlet, a manhole, a mitered end

1 section, etc., and the item was shown in the plans originally, then a negative adjustment
2 will be made based on the actual invoice price for that item and the Contractor will retain
3 ownership. (See Section 9 of the Specifications)

4
5 Adjustments Greater than \$ 5,000.00: If the adjustment exceeds \$ 5,000.00, which is
6 considered to be a significant change, then the adjustment will be processed through a
7 Supplemental Agreement based on a negotiated amount for time and money. (See
8 section 4-3 of the specifications).

9 **11.9.56 Retainage**

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

15 **11.9.67 Fuel Adjustments**

16 On Contracts with an original Contract Time in excess of 120 calendar days, the Department
17 will make fuel adjustments on each applicable progress estimate to reflect increases and
18 decreases in the price of gasoline and diesel from those in effect during the month in which
19 bids were received. Effective on Contracts let in January 2007 and forward, the new list of
20 pay items receiving a fuel adjustment can be found on the Construction website. The fuel
21 amounts to be paid is generated from the worksheet and posted on the Files Transfer
22 Protocol (FTP) Site with each progress estimate. The Contractor will not be given the option
23 of accepting or rejecting these adjustments. Price adjustments for these fuels will be made
24 only when the current fuel price (CFP) varies by more than 5% from the price prevailing in
25 the month when bids were received (BFP), and then only on the portion that exceeds 5%.
26 The Department will provide an application for fuel adjustment that will calculate and print
27 gallons of gasoline and/or diesel for the items that these factors represent. This application
28 can be downloaded or completed on line from the State Construction Office website. The
29 Contractor will enter the fuel index for the month the Contract was bid and the index for the
30 month of the current estimate. These price indexes are posted on the Construction Office
31 website at <http://www.dot.state.fl.us/Construction/fuel&bit/fuel&bit.htm> The Contractor shall
32 enter quantities on this application that represents the work performed during the month of
33 the progress estimate. The Contractor shall enter the gallons of gasoline and/or diesel on
34 the Certified Invoice and attach the worksheet to the invoice. The PA shall review the
35 invoice prior to payment.
36

1 Note: Effective on all Contracts let in January 2007 and forward, the new list of pay items
2 receiving a fuel adjustment can be found at the above website. This new fuel list will be
3 done automatically in site manager. Lump Sum including 285 optional base "Black Base
4 ONLY" will require manual adjustments. These additional amounts will be added as line item
5 adjustments in site Manager on the appropriate item. The adjusted amount will be added to
6 the original amount that was generated by Site Manager, so the fuel and bituminous can be
7 posted on the Files transfer Protocol Site (FTP) Site.

8 **11.9.78 Bituminous Adjustment**

9 A bituminous adjustment shall be required on contracts having an Original Contract Time of
10 more than 365 calendar days or more than 5000 tons [5000 metric tons] of asphalt concrete
11 base on the Schedule of Values. The Department will adjust the bid price for bituminous
12 material Asphalt Content or Polymer PG76-22, excluding cutback and emulsified asphalt to
13 reflect increases and decreases in the Asphalt Price Index (API) of bituminous material from
14 that in effect during the month in which bids were received. Polymer adjustments will be in
15 effect on Contracts let January 2007 and forward. The revised form number 700-050-65 will
16 be posted on the website below. The Contractor will not be given the option of accepting or
17 rejecting this adjustment. Bituminous adjustments will be made only when the current API
18 (CAPI) varies by more than 5% of the API prevailing in the month when bids were received
19 (BAPI), and then only the portion that exceeds 5%. The Department will provide an
20 application for bituminous adjustment that will calculate and print gallons of bituminous
21 material. This application can be downloaded or completed on line from the State
22 Construction Office Website. The Contractor will enter the API index for the month the
23 Contract was bid and the index for the month of the current estimate. These price indexes
24 are posted on the Construction Office website at
25 <http://www.dot.state.fl.us/Construction/fuel&bit/fuel&bit.htm>. The Contractor shall enter
26 quantities of asphalt placed and accepted on this application that represents the work
27 performed during the month of the progress estimate. The Contractor shall enter the gallons
28 of bituminous material on the Certified Invoice and attach the worksheet to the invoice. The
29 PA shall review the invoice prior to payment.

30
31 Note: The Department will make a Bituminous Adjustment for Polymer PG76-22 Binder on
32 all Contracts let in January 2007 forward. Criteria for Polymer PG76-22 Adjustment will be
33 as stated in Section 11.8.8. The revised form number 700-050-65 will included Polymer
34 PG76-22.

35 **11.9.89 Final Signed and Sealed "As-Built" Plans**

36 The PA will update the Final Signed and Sealed "As-Built" Plans as the project progresses.
37 A complete set of Final Signed and Sealed "As-Built" will accompany the Final Estimates

1 Package at the close out of the Final Estimate the Districts will send the Final Set of As-Built
2 Plans to Image API located in Tallahassee, Florida to be scanned and indexed. A list of
3 exceptions will be produced for those sheets with indexing and quality problems. It will be
4 the responsibility of the DFEO to clarify with Image API on how those sheets should be
5 indexed and corrected. Within ten (10) business days the documents should be available
6 electronically.

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

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

10 (C) A set of final CADD files that are to current CADD Standards on CD.

11 Refer to Chapter 4 of this Manual for Final "As-Built" Plan requirements.
12

13 Note: For Lump Sum Projects the Designer is not required to provide quantities with
14 Matrixes in the plans. If the original quantities are provided with the Matrix the final
15 amount is not required to be entered.

16 **11.9.910 Shop Drawings**

17 An approved set of shop drawings if applicable will be required. Scanning the shop drawing
18 will be in accordance with CDMS_ requirements.

19 **11.10 CONTRACTS WITH INCENTIVE/DISINCENTIVE**

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

23 ~~The Daily Report of Construction (Form No. 700-010-13), as well as the Engineer~~
24 ~~Weekly Summary (Form No. 700-010-14), The Daily Work Report and Diary in Site~~
25 ~~Manager-are the supporting documentation for payment as outlined in the CPAM Section~~
26 **5.1.** Each set of the above project form will show the following statements: 1) Today is the
27 first day or the beginning milestone day of the Incentive/Disincentive phase of this Contract;
28 2) Today is the last day of the incentive/disincentive phase of this Contract.

29 The final dollar amount of the incentive/disincentive ~~will be coded on card 7 in the~~
30 ~~FESUBMIT program (Figure 11-1). Comments appropriately relating to the computations for~~
31 ~~payment will be coded in CRS on the 'Z' card as shown in (Figure 11-6). On Site-Manager~~

1 ~~Contracts this incentive/disincentive~~ will be shown as a Contract adjustment to the estimate
2 on which it is to be paid. Appropriate comments will be made when the adjustments ~~are~~is
3 created.

4 **11.11 LIST OF FIGURES FOLLOWING THIS CHAPTER**

5 ~~Figure 11-1~~ ~~Example of CRS '7' Card~~
6 ~~Figure 11-2~~ ~~Example of CRS 'Z' Card for Lane Rentals~~
7 ~~Figure 11-3~~ ~~Example of CRS 'Z' Card for A + B Bidding~~
8 ~~Figure 11-4~~ ~~Example of CRS 'Z' Card for No Excuse Bonus~~
9 ~~Figure 11-5~~ ~~Example of CRS 'Z' Card for Liquidated Savings~~
10 ~~Figure 11-6~~ ~~Example of CRS 'Z' Card for Incentives/Disincentives~~
11 Figure 11-7 thru 11-9.....Example of Lump Sum Spread rate
12 Figure 11-10.....Example of Lane Rental Site Source Record
13

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2

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

Delete

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

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

Delete

.....A + B BIDDING	
. ORIGINAL CONTRACT TIME BID	= _____ DAYS .
. FINAL CONTRACT TIME	= _____ DAYS .
. INCENTIVE _____ DAYS X \$ __, __, __. .	= \$ __, __, __. .
. DISINCENTIVE _____ DAYS X \$ __, __, __. .	= \$ __, __, __. .
.....	

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

Delete

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

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

Delete

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

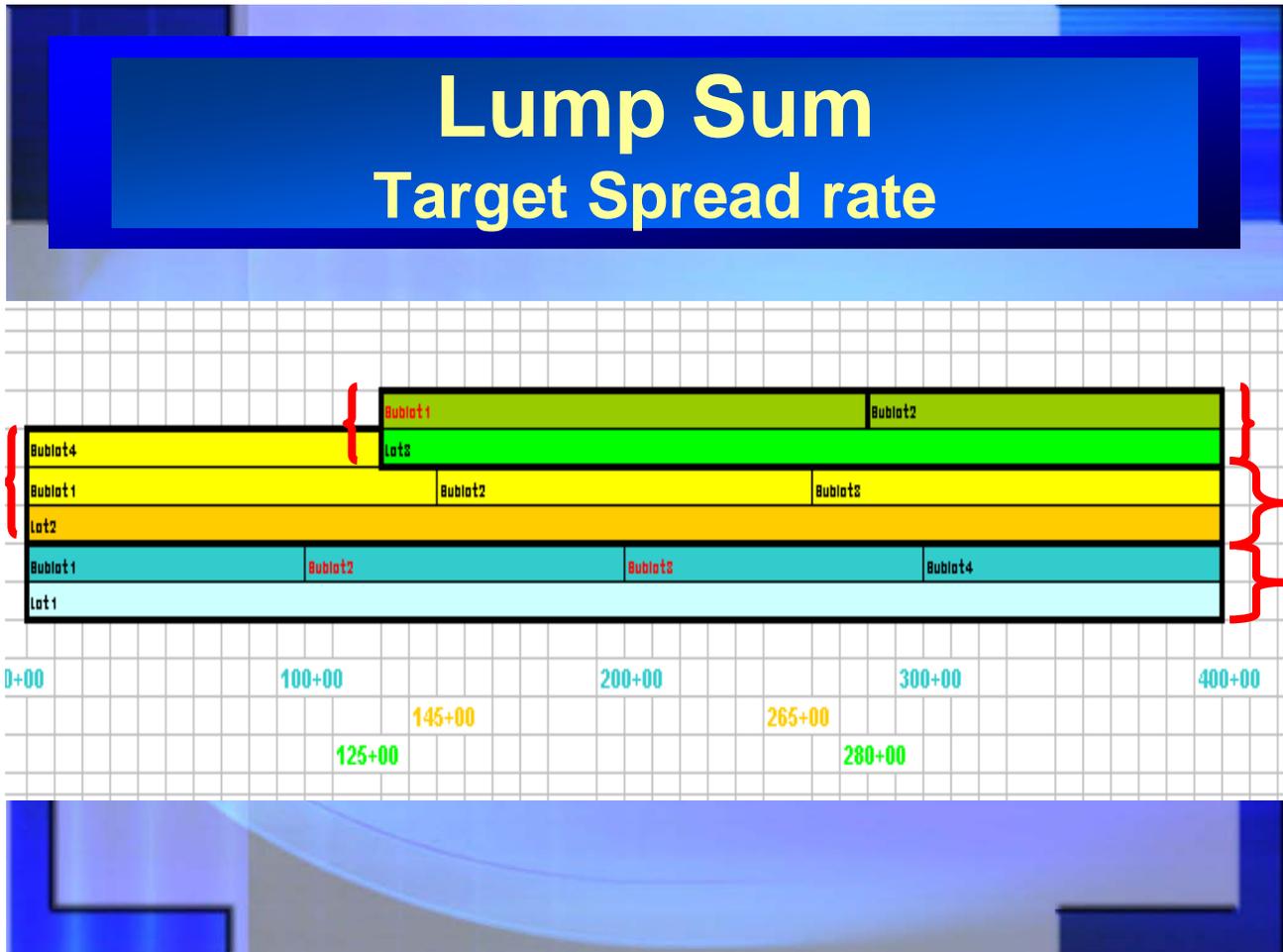
1 **Figure 11-6**
2 **EXAMPLE OF CRS Z CARD FOR INCENTIVE/DISINCENTIVE**
3

Delete

..... INCENTIVE/DISINCENTIVE	
. DATE OF DAY ONE	= _____ .
. LAST ALLOWABLE CONTRACT DAY	= _____ .
. INCENTIVE ____ DAYS X \$ __, ____, ____ .	= \$ __, ____, ____ .
. DISINCENTIVE ____ DAYS X \$ __, ____, ____ .	= \$ __, ____, ____ .
.....	

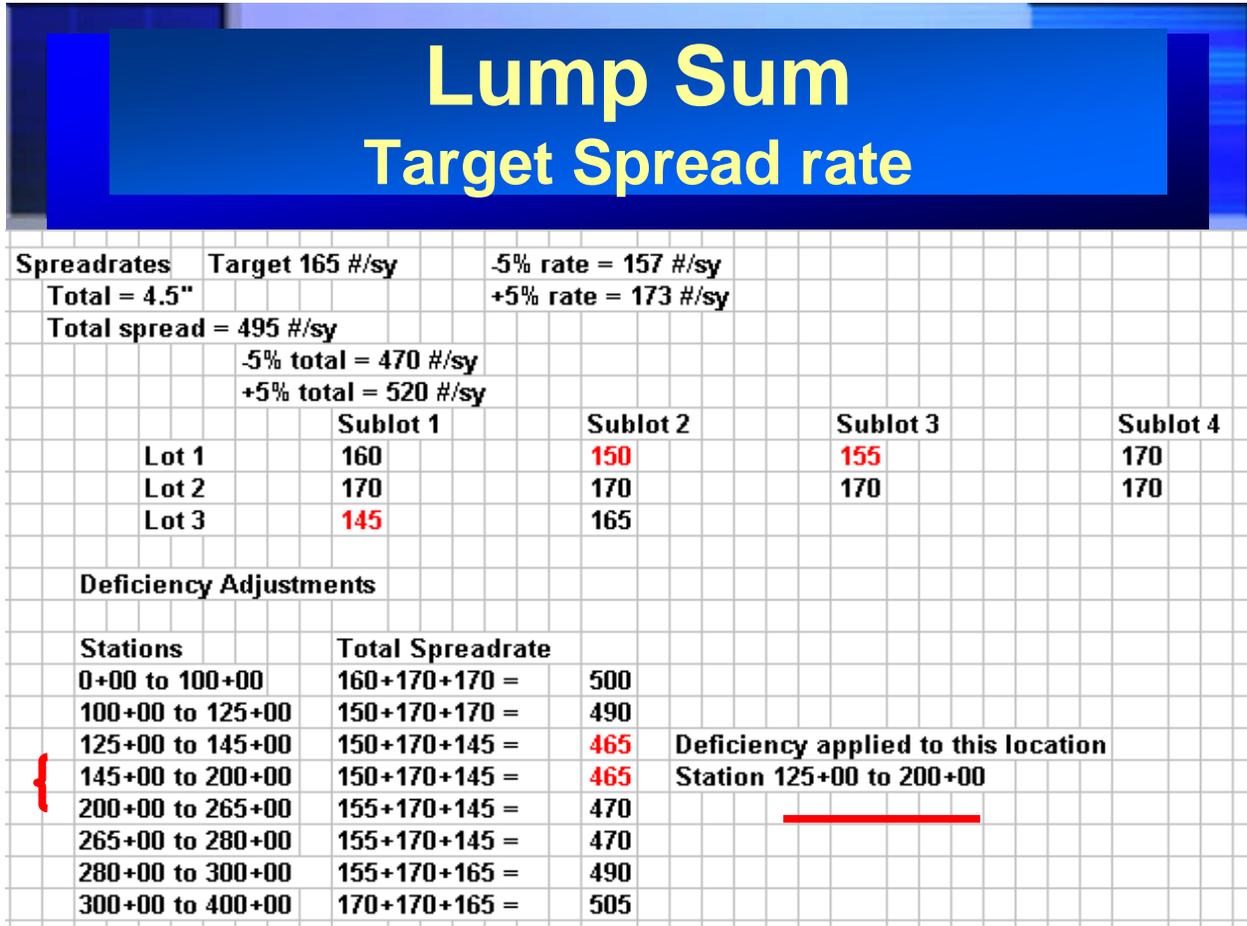
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Figure 11-7



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 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**

