

CHAPTER 11

5/5/2004

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~~Contract 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. 700-00-000), 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 half days) shall be tabulated for each lane rental to be charged. The actual full

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

7
8 The **Lane Rental Form** documentation shall be submitted with the Final Estimate
9 reflecting both the Inspector and Contractor signatures agreeing to the total days
10 charged. Comments appropriately relating to the computations for payment will be
11 coded in CRS on the 'Z' card as shown in [\(See Figure 11-2\)](#). For Site-Manager
12 contractContracts appropriate comments will be shown under contractContract
13 adjustment to the estimate on which it is to be paid. Appropriate adjustment comments
14 will be made when the adjustment is created.

16 11.5 CONTRACTS WITH A + B BIDDING

17
18 The A+B bidding concept is designed to shorten the total [contractContract](#) time by
19 allowing each Contractor to bid the number of days in which the work can be
20 accomplished.

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

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

36
37 The final incentive/disincentive dollar amount of the A+B bidding concept will be coded
38 for CRS on card 7 in the FESUBMIT program [\(See Figure 11-1\)](#). Comments
39 appropriately relating to the computations for payment will be coded in CRS on the 'Z'
40 card as shown in [\(See Figure 11-3\)](#). On Site-Manager eContracts this
41 incentive/disincentive will be shown as a contractContract adjustment to the estimate on

1 which it is to be paid. Appropriate comments will be made when the adjustments are
2 created.

5 11.6 CONTRACTS WITH NO EXCUSE BONUS

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

19 The final dollar amount of the No Excuse Bonus will be coded on card 7 in the
20 FESUBMIT program (See-Figure11-1). Comments appropriately relating to the
21 computations for payment will be coded in CRS on the 'Z' card as shown in (See-Figure
22 11-4). Site-Manager contractContracts bonus will be shown as a contractContract
23 adjustment to the estimate on which it is to be paid. Appropriate comments will be
24 made when the adjustments are created.

26 11.7 LIQUIDATED SAVINGS CONTRACTS

28 The liquidated savings concept is to reward the Contractor for each calendar day the
29 contractContract is completed and accepted prior to the expiration of allowable
30 contractContract time. Contract time-Time is adjusted for time extensions under this
31 concept.

33 The **Daily Report of Construction (Form No. 700-010-13)**, as well as the **Engineer**
34 **Weekly Summary (Form No. 700-010-14)**, will serve as the support documentation for
35 payment as outline in CPAM Section 5.1. Each set of the above project forms will
36 show the following statements: 1) "Today is the first day or the beginning milestone day
37 of the Liquidated Saving phase of this contractContract"; 2) "Today is the last day of the
38 Liquidated Savings phase of this contractContract."
39

1 The final dollar amount of the Liquidated Savings will be coded in CRS on card 7 in the
 2 FESUBMIT program ([See Figure 11-1](#)). Comments appropriately relating the
 3 computations for payment will be coded for CRS on the 'Z' card as shown in ([See](#)
 4 [Figure 11-5](#)). On Site-Manager contract Contracts the Liquidated Savings will be shown
 5 as a contract Contract adjustment to the estimate on which it is to be paid. Appropriate
 6 comments will be made when the adjustments are created.

7
 8 Payment shall be made to the Contractor on a progress estimate after final acceptance
 9 in accordance with [ArticleSection -5-11](#) of the **Standard Specifications**.

10
 11 Example:

- 12 1) Contract days allowed = 200
- 13 2) Days required to complete project = 180
- 14 3) Days to receive an adjustment = 20
- 15 4) \$ Shown in [contractContract](#) for early completion = \$2,000 day
- 16 5) Progress estimate reflects 20 days x \$2,000 = \$40,000
- 17 In liquidated savings

18
 19 If time negotiations for unforeseen conditions, extra work and weather days are in
 20 progress with the Contractor after project final acceptance~~s~~, payment shall be based on
 21 the [PEPA](#)'s documented days until a settlement is agreed upon with the Contractor.

22
 23 Example:

- 24 1) Contract days allowed = 200
- 25 2) Days required to complete project = 200
- 26 3) Days to receive an adjustment = 0
- 27 4) Negotiation (time extension)
- 28 5) ~~Project Engineer~~ [Project Administrator](#) Records = 30 days
- 29 6) Contractor Claims = 60 days
- 30 7) \$ Shown in [contractContract](#) for early completion = \$2,000 day
- 31 8) Progress estimate reflects 30 days x \$2,000 = \$60,000
- 32 Until an agreement is reached

33
 34 **11.8 DESIGN BUILD CONTRACTS**

35
 36 **11.8.1 General**

37
 38 This section summarizes the legal documentation for processing the Final Estimates
 39 Package on a Design-Build project. It is not the intent of these procedures to
 40 supersede the [Design-Build Guidelines, Specifications, Procedures, etc., Contract](#)
 41 [Documents](#), but to enhance the process of the Final Estimates package submittal. The

1 documents required to close out a final estimate will vary from ~~contract~~Contract to
2 ~~contract~~Contract. It is the responsibility of the Oversight CEI/Construction Project
3 Manager (PM) to insure that the Design-Build CEI complies with the Contract
4 Documents. The Design-Build CEI will prepare and certify the monthly and Final
5 Estimates with the Oversight CEI monitoring the process. Records will be scanned into
6 the Department Construction Document Management System (CDMS). These
7 documents that require scanning can be viewed on our Construction web site.
8 <http://infonet.dot.state.fl.us/electronicdocumentmanagementsystem/applications/Co>
9 instructionIt is the responsibility of the Project Manager (PM) and District Final
10 Estimates Engineer (DFEE) to review and adhere to the Contract and Specifications on
11 each Design-Build Project.

12 11.8.2 Submittals

13 The Design Build CEI Firm will prepare and certify the Final Estimate Package with the
14 Oversight CEI/PM monitoring the process. Records will be scanned into the
15 Department Construction Document Management System (CDMS). These documents
16 and requirements can be viewed on our Construction Website.
17 <http://infonet.dot.state.fl.us/electronicdocumentmanagementsystem/applications/Co>
18 <http://infonet.dot.state.fl.us/electronicdocumentmanagementsystems/>
19 Instruction

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

31 The Final Estimate Certification and Summary Sheets shall be bound in a folder or
32 loose leaf binder with the front cover showing the Financial Project ID Number, Name of
33 the project, and county. The Final Estimate Certification and Summary Sheet shall
34 show the Original Lump Sum amount with each adjustment, additions or deletions
35 identified on a separate line (SA no's and any adjustments as specified in **sSection 9** of
36 the **Contract Specifications**). A Final Lump Sum amount with required signatures will
37
38
39
40
41

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

14 ~~11.8.2~~ 11.8.3 **Contractors Invoices & Payment**

16 The PM shall ~~be responsible to closely~~ review and approve the pay out schedule
 17 (schedule of values) to avoid the "front loading" of payments and confirm that unit
 18 prices are reasonable for the work performed. ~~The Contractor will prepare and certify a~~
 19 ~~monthly progress Invoice no later than twelve o'clock noon Monday, after the estimate~~
 20 ~~cut-off or as directed by the PM in accordance with **Article No. Section 9-11** in the~~
 21 ~~Special Provision Specification for each project in the contract~~Contract. This will be
 22 ~~submitted to the Oversight CEI/PM for approval and processing according to the time~~
 23 ~~frame specified by the Contract Documents. A monthly progress invoice will be~~
 24 ~~submitted by the contractor~~Contractor based on the completion or percent completion
 25 ~~of major, well-defined tasks as defined in the approved Schedule of Values, (including~~
 26 ~~approved delivery of certain materials) in accordance with **Ssection 9-5** of the~~
 27 ~~**Specifications A**also, any adjustments (as shown in **Article No. Section 9-2**~~
 28 ~~**sSpecifications**), etc., shall be reflected on the current estimate. The Contractor will~~
 29 ~~prepare a progress invoice for each project in the contract and submit it to the~~
 30 ~~Engineer. The contractor shall make a request for payment by submitting an invoice no~~
 31 ~~later than Twelve o'clock noon Monday, after the estimate cut-off date or as directed by~~
 32 ~~the Engineer. This Contractor's Invoice will be based on the amount of work done or~~
 33 ~~completed. Also, all failures, adjustments, etc., shall be reflected on the estimate in~~
 34 ~~that period they occur on.~~

36 ~~11.8.3~~ 11.8.4 **Monthly/Progress Estimate**

38 ~~The PM will make partial payments for monthly/progress estimates based on the~~
 39 ~~amount of work that the Contractor completes during the month (including delivery of~~
 40 ~~certain materials), based on an approved Contractor payout schedule (schedule of~~
 41 ~~values).~~ The PM will make approximate monthly/progress invoice payments, and the

1 Department will correct all partial estimates and payments in the subsequent estimates
2 and in the final estimate and payment.

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

7
8 ~~The Contract Lump Sum Price will include overhead, profits, fuel adjustments, and any~~
9 ~~or all other direct and indirect costs required to complete the work as per **Article 9-2 of**~~
10 ~~**the Specifications.**~~

11 12 ~~11.8.4~~ 11.8.4 Pay Adjustments

13
14 ~~The PM will check that all adjustments meet the criteria set forth in the contract. Any~~
15 ~~Unit Price Adjustments as required by **Section 9-2** of the **Specifications** will be~~
16 ~~determined by the six-month (prior to letting of the ~~contract~~Contract) pay item averages.~~
17 ~~These adjustments will be made on the monthly estimates the month that they occur.~~
18 ~~The Oversight CEI/PM should insure that the Design Build CEI data is correct as~~
19 ~~submitted. The Contractor will certify the number of gallons of fuel (gasoline and~~
20 ~~diesel), and bituminous material used on this ~~contract~~Contract during the period~~
21 ~~represented by each invoice. The PM will review the gallons generated on the~~
22 ~~spreadsheet and the Contractor invoice(s) for comparison. Failure on the part of the~~
23 ~~Contractor to construct any item of work to plan or authorized dimensions within the~~
24 ~~specification tolerances shall result in:~~

25
26 ~~(A) Reconstruction to acceptable tolerances at no additional cost to the Department;~~

27
28 ~~(B) Acceptance at no pay; or, acceptance at reduced pay, at the discretion of the~~
29 ~~Engineer.~~

30
31 ~~Documentations for these adjustments on all failures and adjustments shall accompany~~
32 ~~be submitted with each monthly progress invoice with a summary and included in the~~
33 ~~Final Estimate Submittal Package. This information needs to be provided in the format~~
34 ~~required by the District Final Estimates Engineer.~~

35 36 37 ~~11.8.5~~ 11.8.5 Retainage

38
39 Retainage withheld ~~on any project should follow the procedures~~ shall be in accordance
40 with set forth in the Design Build Specifications ~~and Guidelines.~~

11.8.6 Fuel Adjustments

On ~~e~~Contracts 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 ~~web site~~Website. The Contractor will enter the fuel index for the month the ~~contract~~Contract was bid and the index for the month of the current estimate. These price indexes are posted on the Construction Office Website at

~~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

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

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

20 21 11.8.8 Shop Drawings

22
23 An approved set of shop drawings if applicable will be required. Scanning the shop
24 drawing will be in accordance with CDMS requirements.

25
26 ~~and submitted with the Final Estimates Package.~~

27 28 **11.8.7 11.8.9 Final Signed and Sealed "As-Built" Plans**

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

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.
5 (depends on type of project).

6 (C) A sets of final CADD files ~~on CD~~ that are to current CADD
7 Standards on CD.

11.9 LUMP SUM CONTRACTS

11.9.1 General

14 Documents required to close out a final estimate will vary from ~~contract~~ Contract to
15 ~~contract~~ Contract. It is the responsibility of the PEPA and the ~~DFEE~~ District Final
16 Estimate Manager (DFEM) to determine that all required documents are complete and
17 accompany the final estimate in accordance with the Contract and Specifications on
18 Lump Sum Projects.
19

11.9.2 Submittals

22 The PA will prepare and certify the Final Estimate Package with the PM monitoring the
23 process if applicable. Records will be scanned into the Department Construction
24 Document Management System (CDMS). These documents that require scanning can
25 be viewed on the Construction Website.

26 <http://infonet.dot.state.fl.us/electronicdocumentmanagementsystems/http://infonet.dot.st>
27 [ate.fl.us/electronicdocumentmanagementsystem/applications/Co](http://infonet.dot.state.fl.us/electronicdocumentmanagementsystem/applications/Construction)
28 [struction](http://infonet.dot.state.fl.us/electronicdocumentmanagementsystem/applications/Construction)
29 Instruction

30
31 An estimate of quantities will be prepared by the Contractor and delivered to the PEPA
32 within 15 days of receipt of notice of award for activities or work items such as:
33 Earthwork and related Operations, Base Courses, Hot Bituminous Mixtures, Portland
34 Cement Concrete, and Reinforcing Steel, as stated in the in Division II of the
35 Department's Specifications. Quantities provided by the Contractor will be used to
36 determine the material sampling and testing frequencies in accordance with the
37 Department's Sampling, Testing, and Reporting Guide. The Department's Job
38 Guide Schedule will provide a list of all pay items for a specific project. Quantities
39 provided by the Contractor shall only be used to determine the material sampling and
40 testing frequencies. These quantities will not be considered payment quantities.

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

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

21 22 11.9.3 Invoices and Payment

23
24 The Contractor will prepare and certify a monthly progress invoice no later than twelve
25 o'clock noon Monday, after the estimate cut-off or as directed by the PA/PM in
26 accordance with **Section 9-11** of the **Specification**. This will be submitted to the
27 PA/PM for approval and processing according to the time frame specified by the
28 Contract Documents. A monthly progress invoice will be submitted by the Contractor
29 based on the completion or percent completion of major, well-defined tasks as defined
30 in the approved pay out schedule also, any adjustments (as shown in **Section 9-2** of
31 the **sSpecifications**), etc., shall be reflected on the current estimate.

32
33 The PA will make approximate monthly/progress invoice payments, and the Department
34 will correct all partial estimates and payments in the subsequent estimates and in the
35 final estimate and payment.

36
37 The PA will not process any estimate for pay until the Contractor monthly progress
38 invoice is received and approved with the required certification of payment to
39 subcontractors included.

40 41 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 contractContract. The Department shall base payments on the total value of the work the contractContractor 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 11.9.4 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 and have met the criteria as set forth in the Contract. Documentation of all failures shall accompany the Final Estimate Submittal Package. (Figures 11-7 thru 11-9 for 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.

Deficiency Adjustment

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 I(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>

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

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

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>

Example: #1

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

Original Quantity = 160.60 Tons

Final = 193.50 Tons

Plan Area = 7300SY

Final Area = 7300SY

Plan Spread = 44 #/SY

1 Actual Spread = 53 #SY
 2 Final Pay limited to 105%
 3 44 lb/sy x 105% = 46.20 lb/sy
 4 7300 x 46.20 lb/sy) 2000 = 168.6 Tons
 5 168.60 – 160.60 = 8.00 Tons
 6 8.00 X \$48.62 = \$388.96
 7 \$388.96 will be the adjustment to the Lump Sum Unit Price.

8
 9 Foundations such as piling, and Drilled Shafts will be adjusted ~~according to~~ reflect the
 10 actual quantities needed and approved to complete these items. Article 9-2 of the
 11 Specifications. Additions or deletions will be determined from the pile/drilled shaft
 12 elevations shown in the ~~plans~~ Contract Document.

13
 14 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>

15
 16
 17 Quality adjustments: such as, the composite pay factors for asphalt will be adjusted
 18 base on the Unit Price provided in the Quality table 9-4. (See example of a Composite
 19 Pay Factor below).

20
 21 Table 9-4

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

22
 23
 24 If ~~subarticle~~Section -330, -13.5 Smoothness Specifications is listed in the Contract
 25 Document, then an adjustment for smoothness would be made based on the criteria
 26 specified in the Contract Documents.

27
 28 Example:

29
 30 Lot = 4,000 tons
 31 Composite Pay Factor = 105% for lot #2
 32
 33 4,000 tons X 1.05 = 4,200 tons

1
2 4,200 – 4,000 = 200 tons

3
4 200 Tons x \$48.62 = \$9,724.00 will be the adjustment to the Lump Sum price

5
6 All adjustments will be entered on the Final Estimates Certification and Summary Sheet
7 as a line item adjustment.

8
9 Note: Emphasis needs to be made on the Contractors responsibility of providing
10 accurate reports (sy/sm); overlapping joints;- Show exact width being placed and
11 correct tonnage. These areas are very important in the evaluation of the spread.

12 13 ~~11.9.6~~ 11.9.5 Retainage

14
15 The Department will withhold retainage of 10% of the amount due on the current
16 estimate as retainage when the percent of allowable ~~contract~~ Contract time- Time used
17 exceeds the percent of the ~~contract~~ Contract amount earned by more than 15%.
18 Retainage will not be withheld until 75% of the ~~contract~~ Contract time- Time has elapsed.
19 This amount will not be released until payment of the Final Estimate (Ref. 9-5 of the
20 Specifications).

21 22 11.9.6 Fuel Adjustments

23
24 On Contracts with an original Contract Time in excess of 120 calendar days, the
25 Department will make fuel adjustments on each applicable progress estimate to reflect
26 increases and decreases in the price of gasoline and diesel from those in effect during
27 the month in which bids were received. The Contractor will not be given the option of
28 accepting or rejecting these adjustments. Price adjustments for these fuels will be
29 made only when the current fuel price (CFP) varies by more than 5% from the price
30 prevailing in the month when bids were received (BFP), and then only on the portion
31 that exceeds 5%. The Department will provide an application for fuel adjustment that
32 will calculate and print gallons of gasoline and/or diesel for the items that these factors
33 represent. This application can be downloaded or completed on line from the State
34 Construction Office Website. The Contractor will enter the fuel index for the month the
35 Contract was bid and the index for the month of the current estimate. These price
36 indexes are posted on the Construction Office
37 Website at www.dot.state.fl.us/construction/fuel&bit/FUELfactors.htm
38 <http://www.dot.state.fl.us/Construction/fuel&bit/fuel&bit.htm>. The Contractor shall enter
39 quantities on this application that represents the work performed during the month of
40 the progress estimate. The Contractor shall enter the gallons of gasoline and/or diesel

1 on the Certified Invoice and attach the worksheet to the invoice. The PA shall review
2 the invoice prior to payment.

3
4 On contracts with an original contract time in excess of 120 calendar days, the
5 Department will make price adjustments on each applicable progress estimate to reflect
6 increase and decreases in the price of gasoline and diesel from those in effect during
7 the month in which bids were received. The Contractor will not be given the option of
8 accepting or rejecting these adjustments. Price adjustments for these fuels will be
9 made only when the current fuel price (CFP) varies by more than 5% from the price
10 prevailing in the month when bids were received (BFP), and then only on the portion
11 that exceeds 5%. The Department will provide an application that will calculate and
12 print gallons of gasoline and/or diesel for the items that these factors represent. Items
13 that require adjustments are listed on the Construction web site. This application can
14 be downloaded or completed on line from the State Construction Office web site. The
15 Contractor will enter the fuel index for the month the contract was bid and the index for
16 the month of the current estimate. The contractor shall enter the gallons on the invoice
17 and attach the worksheet to the invoice. The Contractor will enter the gallons on the
18 monthly estimate based on the Quantities shown on the Contractor's Invoice. These
19 price indexes are posted on the Construction Office website at [www.dot.state.fl.](http://www.dot.state.fl.us.com/construction/fuel&bit/FUELfactors.htm)
20 [us.com/construction/fuel&bit/FUELfactors.htm](http://www.dot.state.fl.us.com/construction/fuel&bit/FUELfactors.htm).

21
22 and attach the invoice to the worksheet.

23 24 **11.9.711.9.7 Bituminous Adjustment**

25
26 A bituminous adjustment shall be required on ~~contract~~ Contracts having an Original
27 Contract Time of more than 365 calendar days or more than 5000 tons [5000 metric
28 tons] of asphalt concrete, ~~the Department will adjust the bid price for bituminous~~
29 ~~material, excluding cutback and emulsified asphalt to reflect increases and decreases~~
30 ~~in the Asphalt Price Index (API) of bituminous material from that in effect during the~~
31 ~~month in which bids were received. The Contractor will not be given the option of~~
32 ~~accepting or rejecting this adjustment. Bituminous adjustments will be made only when~~
33 ~~the current API (CAPI) varies by more than 5% of the API prevailing in the month when~~
34 ~~bids were received (BAPI), and then only the portion that exceeds 5%. The Department~~
35 ~~will provide an application for bituminous adjustment that will calculate and print gallons~~
36 ~~of bituminous material. This application can be downloaded or completed on line from~~
37 ~~the State Construction Office Website. The Contractor will enter the API index for the~~
38 ~~month the Contract was bid and the index for the month of the current estimate. These~~
39 ~~price indexes are posted on the Construction Office Website at [www.dot.state.fl.](http://www.dot.state.fl.us.com/construction/fuel&bit/FUELfactors.htm)~~
40 ~~[us.com/construction/fuel&bit/FUELfactors.htm](http://www.dot.state.fl.us.com/construction/fuel&bit/FUELfactors.htm)~~
41 ~~<http://www.dot.state.fl.us/Construction/fuel&bit/fuel&bit.htm>. - The Contractor shall enter~~

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

16
17 ~~*Note: Review the contract for changes in the metric tonnage requirement for a~~
18 ~~bituminous adjustment. All gallons will be based on the same criteria as specified in~~
19 ~~**Article 9-2 of the Specifications.**~~

20 21 22 23 **11.9.1011.9.8 Final Signed and Sealed "As-Built" Plans**

24
25 The ~~PEPA~~ will update the Final Signed and Sealed"As-Built" Plans as the project
26 progresses. A complete set of Final Signed and Sealed "As-Built" will accompany the
27 Final Estimates Package. ~~At the close out of the Final Estimate the Districts will send~~
28 ~~the Final Set of As-Built Plans to Image API located in Tallahassee, Florida to be~~
29 ~~scanned and indexed. A list of exceptions will be produced for those sheets with~~
30 ~~indexing and quality problems. It will be the responsibility of the DFEO to clarify with~~
31 ~~Image API on how those sheets should be indexed and corrected. Within ten (10)~~
32 ~~business days the documents should be available electronically.~~
33 ~~The Districts will send the Final set of as built plans to Image API located in~~
34 ~~Tallahassee, Florida to be scan and index. A list of exceptions will be produce for those~~
35 ~~sheets with indexing and quality problems. The State Final Estimate Office (SFEO) will~~
36 ~~clarify how those sheets should be index and corrected. Within ten (10) business days~~
37 ~~the documents should be available electronically. Documents shall be stored in~~
38 ~~accordance with the State archive requirements. One set of 11" X 17" signed and~~
39 ~~sealed as-built plans will be required if scanning of as-built plans is not being done. As-~~
40 ~~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:

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

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

(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.

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

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

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.

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

For Lump Sum Projects, Computation Books are not required. A folder or loose-leaf binder shall be used to accommodate the necessary documentations requirement 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.

11.10 CONTRACTS WITH INCENTIVE/DISINCENTIVE

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

The Daily Report of Construction (**Form No. 700-010-13**), as well as the Engineer Weekly Summary (**Form No. 700-010-14**), are ~~as~~ the support documentation for

1 | payment [as outline in the CPAM Section 5.1](#). Each set of the above project form will
2 | show the following statements: 1) "Today is the first day or the beginning milestone day
3 | of the Incentive/Disincentive phase of this ~~contract~~[Contract](#)"; 2) "Today is the last day of
4 | the incentive/disincentive phase of this ~~contract~~[Contract](#)."
5 |

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

13 | 11.11 LIST OF FIGURES FOLLOWING THIS CHAPTER

14 |

15 | Figure 11-1 Example of CRS '7' Card

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

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

18 | Figure 11-4 Example of CRS 'Z' Card for No Excuse Bonus

19 | Figure 11-5 Example of CRS 'Z' Card for Liquidated Savings

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

21 | [Figure 11-7 thru 11-9](#).....[Example of Lump Sum Spread rate](#)

22 | [Figure 11-10](#).....[Example of Lane Rental Site Source Record](#)

23 |

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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		. .
.		

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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 \$ __, __, __. __.	= \$	__, __, __. __.
.		

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

. 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

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

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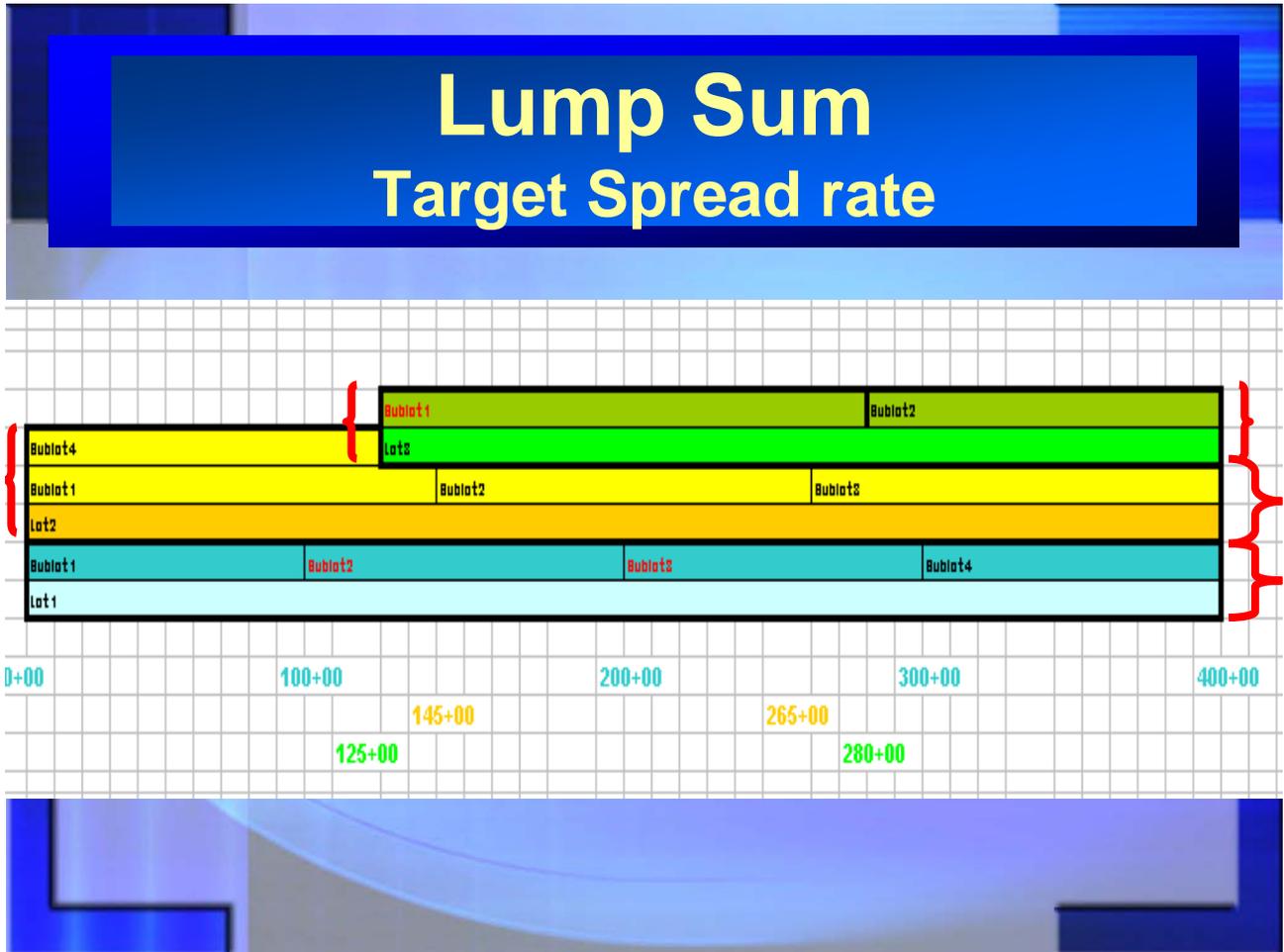
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Figure 11-6
EXAMPLE OF CRS Z CARD FOR INCENTIVE/DISINCENTIVE

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

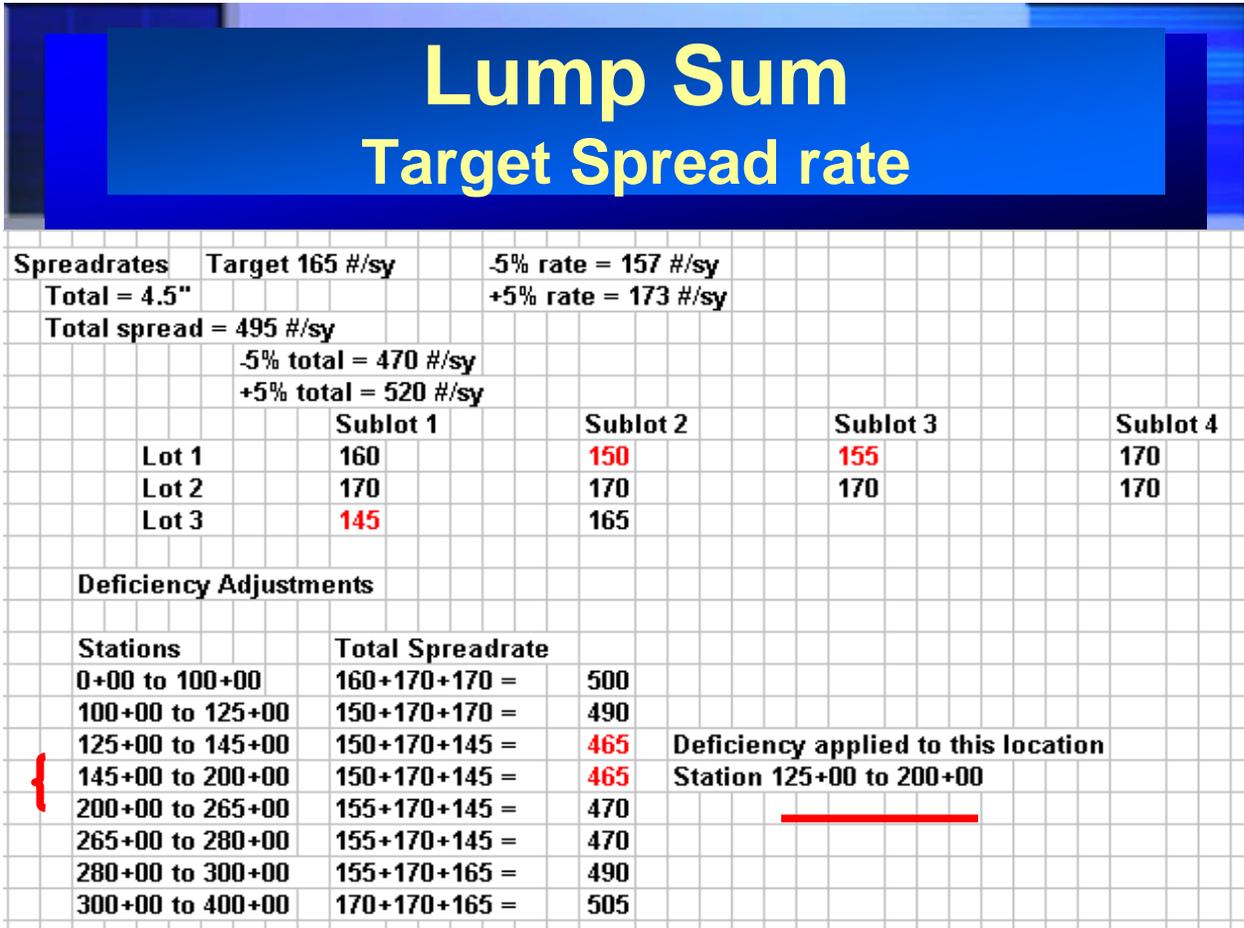
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Figure 11-7



1
2

Figure 11-8



1
2
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4Figure 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**

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