

ALABAMA DEPARTMENT OF TRANSPORTATION

DATE: November 26, 2013

Special Provision No. 12-0769

EFFECTIVE DATE: April 1, 2014.

SUBJECT: Extra and Force Account Work.

Alabama Standard Specifications, 2012 Edition, SECTION 109 shall be revised as follows:

SECTION 109 MEASUREMENT AND PAYMENT

109.04 Extra and Force Account Work.

(a) GENERAL.

The Contractor will receive and accept payment for work performed under his contract either as contract items of work or as extra work. Contract items of work will be paid for at the unit prices stipulated in the contract. Extra work will be paid for at the unit prices or lump sum stipulated in supplemental agreement, or on a force account basis. Supplemental agreements shall be executed in accordance with Subarticle 104.03(b). When prices are negotiated for payment by supplemental agreement, satisfactory proof of administrative markups for profit, overhead, and other costs may be required by the engineer. Extra work performed on a force account basis will be compensated for in the following manner.

(b) FORCE ACCOUNT BASIS.

1. LABOR.

For all labor, foremen, and superintendents, employed on the force account work, the Contractor shall receive the agreed hourly wages or scale for the number of hours the said laborers, foremen, and superintendents were actually engaging in or directly supervising such work. No allowance will be made for general superintendence. Hourly wages for salaried employees will be based on a 40-hour work week. The wages or scale shall be comparable to the wages or scale paid by the Contractor for work of a like nature on his contract pay items and shall be agreed upon in writing by the Contractor and Engineer before the said force account work is begun.

To this sum shall be added an amount equal to 25 percent thereof.

No additional pay beyond the agreed hourly scale will be allowed for "overtime work" unless such overtime work is authorized in writing by the Engineer.

Labor costs will be allowed for travel time to and from the jobsite when that travel is specifically for the purpose of accomplishing force account work. Travel time shall be established and approved by the Engineer prior to beginning of the work. Travel time costs shall be validated with certified payrolls.

Per diem or daily subsistence will be allowed when those costs are directly related to force account work and a part of the Contractor's usual and customary expenses. An additional 5 percent will be added to the per diem or daily subsistence costs.

2. BOND, INSURANCE AND TAX.

For public liability and property damage insurance and workmen's compensation insurance premiums, increased bond premiums, unemployment insurance contributions and social security taxes, the Contractor shall receive the actual cost, to which no percent shall be added; in addition on projects which the State Gross Receipt Tax is applicable, may include said tax. The Contractor shall furnish satisfactory evidence of the rates paid for such bond, insurance, and tax.

3. MATERIALS.

For materials accepted by the Engineer and used, the Contractor shall receive the actual cost of such materials delivered on the work (exclusive of machinery rentals as herein set forth) to which cost 15 percent will be added.

4. EQUIPMENT.

For rental rates of equipment (other than small tools) authorized by the Engineer for use on force account work, the Engineer will use the latest publication of the Rental Rate Blue Book for construction equipment published by PRIMEDIA Information Incorporated to determine payment to the Contractor. Payment will be made for the actual time that the authorized equipment is in operation on the force account work, including travel time to and from the jobsite, when that travel is specifically for the purpose of accomplishing force account work. The hourly rate for each piece of equipment will be the monthly rate shown in the equipment table divided by 176. Weekly and daily rates will not be used. In addition, for equipment solely dedicated to the force account work, consideration will be given to paying standby cost. Operating rates and standby rates for computing the equipment payment will be determined as follows:

Operating rates. The hourly rate will be multiplied by the appropriate rate adjustment factor and regional factor shown in the Rate Adjustment Table and on the Regional Adjustment Map, respectively, to obtain the adjusted hourly rate. The estimated operating cost/hour from the equipment table will be added to the adjusted hourly rate to establish the operating rate.

Standby rates. The use of a standby rate is appropriate when equipment has been ordered to be available for force account work but is idle for reasons which are not the fault of the Contractor. The standby rate will be determined by multiplying the adjusted hourly rate by 0.50. Operating rates will be used only when the equipment is actually being used. Standby rates will be used under the following conditions:

a. The equipment must be totally dedicated to the force account work and not used intermittently on other work.

b. Standby cost will not be considered until after the equipment has been operated on the force account work.

c. If the equipment is dedicated for force account for a full calendar work week, the standby time will be 40 hours minus the operating time for the week. If the difference in these two figures is zero or less, there will be no payment for standby.

d. If the equipment is dedicated for force account for a partial week, the standby time will be computed on a daily basis. The standby time per day will be 8 hours minus the operating time for the day. If the difference in these two figures is zero or less, there will be no payment for standby.

The above will apply without further adjustment if overtime work is approved by the Engineer.

The above shall be full compensation for all equipment costs except operator cost. Payment for operators will be under Item 109.04(b)1, Labor.

If equipment is required that is not listed in the Rental Rate Blue Book, then payment will be made for that equipment based on a certified or paid invoice for the period of time covered by the invoice. In this case, the equipment must be totally dedicated to the force account work and no distinction will be made between operating cost and standby cost. If this equipment is owned by the Contractor, then rental rates for operating and standby costs shall be agreed upon between the Contractor and Engineer prior to its use.

5. PROFESSIONAL SERVICES

Compensation for professional services shall be on an invoice basis. Labor and equipment costs will not be calculated separately for professional services.

6. COSTS NOT ALLOWED.

No allowance shall be made for the use of small tools or for other costs for which no specific allowance is herein provided.

7. ADMINISTRATIVE ALLOWANCE.

When force account work is accomplished by an approved subcontractor or professional service, the Contractor shall receive, as compensation for administration costs, an amount equal to five percent of the total amount paid under items 1, 3, and 4 of this Subarticle for force account work accomplished by an approved subcontractor or professional service.

8. COMPENSATION.

The compensation as set forth in this Subarticle shall be received by the Contractor as payment in full for extra work done on a force account basis. Said compensation shall cover all work, profit, administrative costs, and incidental costs of whatever nature incurred in the

work whether performed by the Prime Contractor or an approved subcontractor. At the end of each day, the Contractor's representative and the Inspector shall compare records of the cost of work done as ordered on a force account basis.

9. STATEMENTS.

No payment will be made for work performed on a force account basis until the Contractor has furnished to the Engineer duplicate itemized statements of the cost of such force account work, detailed as to the following:

a. Name, classification, date, daily hours, total hours, rate, and extension for each laborer and foreman.

b. Designation, dates, daily hours, total hours, rental rate and extension for each truck and other unit of machinery and equipment.

c. Quantities of materials, prices, and extensions.

d. Transportation of materials.

e. Travel time for equipment.

f. Cost of public liability and property damage insurance and workmen's compensation insurance premiums, increased bond premiums, unemployment insurance contributions, and social security tax.

Statements shall be accompanied and supported by original receipted invoices for all materials used and transportation charges, provided that, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the original invoices the statements shall contain or be accompanied by an affidavit of the Contractor certifying that such materials were taken from his stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.