

CHAPTER 3

DOCUMENTS

3.1 PURPOSE

This procedure provides a uniform standard for processing progress payments to the contractors and summarizes the legal documents, affidavits, and other documents required for the preparation, checking, and payment of final estimates.

3.2 AUTHORITY

Section 337.11(10) Florida Statutes (F.S.), Section 337.145(1) (2)
Florida Statutes (F.S.), Section 334.044(30)
Florida Statutes (F.S.), Section 334.048(3)
Florida Statutes (F.S.), Section 9-6.5, and
Standard Specifications for Road and Bridge Construction.

3.3 GENERAL

Progress estimates will be prepared and submitted monthly for each project to determine the amount payable to the contractor. Certification by the contractor; that he has paid his subcontractors and suppliers of material and equipment their proportionate share from the last progress payment is required each month. This is required in **Section 9-6.7** of the **Standard Specifications** and shall be explained at the preconstruction conference.

The documents required to close out a final estimate will vary from project to project. It is the responsibility of the Project Administrator (PA)/District Final Estimates Manager (DFEM) to check the Contract and Specification requirements to ascertain that each final estimate package is complete with all essential documents. Any outstanding Contractor documents must be requested from the Contractor with instructions to forward them to the District Final Estimates Office (DFEO), ([see Figure 3-1](#)).

It is the PA's/DFEO's responsibility to inform the Contractor of the Department's required documents to complete the contract payment. When these documents are received by the Department or its designee, they can generate interest on monies due if a delay is experienced in the final payment of the contract. All contract documents are to be time/date stamped when received by the Department or its designee.

Note: The required Contract Certifications that are to be submitted monthly for payment to the Project Administrator (PA), the Department will accept faxed copies with the required signatures. However, any documents that are required to be notarized, the original must be submitted to the PA as specified in the Contract.

3.3.1 Time of Submittal

Monthly progress estimates will be prepared and submitted for each project underway as determined by each District but no later than the first Tuesday following the Sunday cutoff each month. Dates may be adjusted in some situations to allow for holidays and the end of the fiscal year. It is necessary that all progress estimates be received in the Office of the Comptroller, Disbursement Operations, no later than 8:00 a.m. on the fifth working day (Friday) after the cutoff date.

3.3.2 Preparation of Estimate

The monthly progress estimate will be prepared to show the quantity increases (sometimes decreases) for all items completed, underway or stockpiled for use on the project. For items underway, the estimate of work completed will be done using the standard basis for estimating pay quantities as shown in the **Standard Basis for Estimating Pay Items**, ([see Attachment 3-1](#)). Field measurements must be taken and percent completion calculated for each separate segment of a pay item. Partial payment for stockpiled material, when requested by the contractor, will be in accordance with **Section 3.6** of this Manual.

It is mandatory that documentation be maintained to justify the quantity increases (sometimes decreases) for the monthly progress estimates. The use of the inspector's daily report of construction on weekly estimate worksheets or daily ledger will prove to be helpful and may be considered adequate documentation; however, any method that provides complete and accurate records of pay quantity changes is acceptable.

When there is Federal Aid participation in only a portion of the quantity for a contract pay item, the item will appear twice on the worksheet. It is necessary for the plan quantity, previous quantity, this estimate quantity, and total quantity to date to be properly broken down as to Federal Aid participation and Non-Federal Aid participation. It is imperative that a quantity in the "Total To Date" column be entered on both lines. If the quantity is zero, then enter a zero. **DO NOT LEAVE BLANK!**

3.3.3 Retainage

Retainage shall be in accordance with **Section 9-6** of the **Standard Specifications**. Some contracts may have special provision requirements, which change the standard schedule.

1 **3.3.4 Liquidated Damages**

2 When the contract time is exceeded, liquidated damages must be withheld from the
3 contractor. The contractor is charged for the defaulting days, which are the
4 calendar days between expiration of the present contract time and the cutoff date of
5 the estimate. This amount is to be calculated and entered on the estimate
6 worksheet. For multi-job contracts, liquidated damages will be pro-rated between
7 jobs based on the original contract amount.

8 When supplemental agreements and time extensions are pending that would add
9 sufficient contract time so that the contract time is not exceeded, liquidated
10 damages may not be assessed pending execution of these instruments.

11 **3.4 FORMS, AFFIDAVITS, AND RECORDS**

12 The following is a summary of the more prevalent forms, affidavits and records necessary
13 to prepare and process the final estimate for payment:

14 **3.4.1 Notice to Proceed:**

15
16 This notice is in letterform and is sent by the appropriate District Construction Office
17 to the Contractor. It notes the date the Contractor may begin construction at the
18 project site. This letter is to be included as part of the Contract Time file as noted in
19 **Section 3.4.11.** ([see Figure 3-3](#))

20 **3.4.2 Notice of Beginning/Ending of Construction, Conditional/Final** 21 **Acceptance:**

22 The mainframe computer automatically generates these notices when certain critical
23 dates are entered into Contract Reporting System (CRS), ([see Figure 3-4](#)).

24 **3.4.3 Roadway and Bridge Construction Diary:**

25 The project diary is a recorded collection of events, data, occurrences, instructions,
26 situations, circumstances, and work performed each day during a construction
27 project. Data is collected on every phase of work performed by a Contractor,
28 Subcontractor, or Utility Company. Recorded information must be clear, detailed,
29 accurate, complete, and objective. Anyone reading the project diary should be able
30 to comprehend the project status and determine work performed.

31 The daily diary is not to be considered for final payment purposes when reflecting
32 quantities. Quantities that appear on the diary are not recorded with appropriate
33 computations and measurements at the site and are crudely done with no intent for
34 final payment. Most often these diary entries will be duplications of past entries.

1 Therefore, actual measurements, dimensions, computations, and quantities for final
2 payment purposes shall be recorded on the appropriate site source forms or field
3 books.

4 **Note:** For detailed instructions on completion of the above forms, see **Section 5.1**
5 of the **Construction Project Administration Manual (CPAM)**.
6

7 **3.4.4 Certification**

8 **A.** Certification by the Contractor, **Certification Disbursement of Previous**
9 **Periodic Payment to Subcontractors, Form No. 700-010-38**, ([see Figure](#)
10 [3-2](#)), states that the subcontractors have been paid their proportionate share
11 from the last progress payment is required each month at estimate time . If
12 the certification is routinely late, then non-compliance letters should be
13 issued and sent to the contractor .The District Construction Engineer's
14 certification appearing on the monthly progress estimate will read:

15 *I certify that this request for payment and any*
16 *payment and progress of work specified herein*
17 *made pursuant to this contract is approved in*
18 *substantial compliance with all plans, specifica-*
19 *tions and rules of the Department including the*
20 *provisions of **Section 337.11, F.S.**, within the*
21 *date shown above.*

22 **B.** **Construction Compliance with Specifications and Plans, Form No. 700-**
23 **020-02** ([see Figure 3-2a](#)) states that all work done and all sampling and test
24 results are in substantial compliance with the pertinent specification
25 requirements. Any outstanding issues or exceptions are listed on this form.
26 This form is also required each month at estimate time. A final version
27 documenting all exceptions is required before the final estimate can be
28 processed.

29 Contractors should be advised at the Pre-Construction Meeting that to avoid delays
30 in payment, certifications must be submitted on the Friday before cutoff. These
31 certifications are to be obtained by the PA, and are to accompany each monthly
32 progress estimate after the first estimate on each contract. If the Project
33 Administrator has not received these certifications in time to send them with the
34 estimate to the District Office, the estimate will be forwarded without the
35 certifications.

36 The **Certification Disbursement of Previous Periodic Payment to**
37 **Subcontractors, Form No. 700-010-38**, is not needed for the tentative final or the
38 final estimate since Form 21-A required for the final, contains essentially the same

certification. (Refer to **Section 3.3** in this manual). The **Form No. 700-020-02**, is needed for the tentative final or the final estimate since it details all final outstanding exceptions to Contractor Quality Control testing and plans and specifications. (Refer to **Chapter 14, Section 14.4** in this manual).

3.4.5 Affidavit for Motor Vehicle Registration

The Contractor is required to furnish an affidavit before any progress payments are made stating that all motor vehicles operated or caused to be operated on the project are registered in Florida. The procedure described above for withholding progress payments will be used if this document is not received. Only the prime contractor is required to provide this certification on a one-time basis.

3.4.6 Federal Highway Administration Statement of Materials and Labor Used on Federal Aid Projects

This summary of materials and labor cost (**Form FHWA-47, formerly PR-47**) is required by the Federal Highway Administration (FHWA) on projects with an original contract amount of \$1,000,000 or more and the project is on the National Highway System, ([see Figures 3-5 and 3-5a](#)).

It is the **Prime Contractor's** responsibility to complete part B of this form by consolidating into one report the materials and labor cost, as well as including Subcontractor's materials and labor cost. The Department will not issue the final voucher until the **Form FHWA-47** is received. The completed **FHWA-47 Form** shall be submitted directly to the DFEM by the Prime Contractor. An original and two copies are required.

It is the responsibility of the DFEO to verify the validity of the information submitted by the Contractor. If the form appears to be reasonable, immediately forward the **FHWA-47 Form** (original plus two copies) with routing sheet attached, directly to the FHWA Division Administrator at Mail Station 29, FDOT, Tallahassee. A copy of the form is sent to the Federal Aid Program Office, Mail Station 7, FDOT, in Tallahassee. If the PA/field personnel receive any of these forms by mistake, they shall be immediately forwarded to the DFEM.

3.4.7 Explanations of Overruns and Underruns

This is an explanation of variations between the designer's original estimated quantities and the construction final quantities ([see Figure 3-6](#)). **It is a very important document. We suggest the PA prepare it.** When these variations have been properly researched, accurate explanation can be made. These

explanations are typewritten on letter size paper for items that have significant Overruns or Underruns and in the order the items are shown on the contract.

(A) Items paid under Final Measure Quantity, Plan Quantity or Lump Sum Concept that have no change or have changes which are not significant need not be explained on the overruns and underruns document. A change is considered significant when its dollar value exceeds \$5,000.00.

(B) Deviation of Plan Dimensions: Deviation from plan dimensions by the Contractor equaling the aggregate change of \$5,000.00 must be explained on the overruns and underruns document.

(C) Guidelines for documenting and submitting explanations of overruns and underruns:

(1) Each contract item's overrun/underrun shall be summarized from the brief notes and remarks recorded in the Computation Book at the time the final quantities were calculated.

(2) Explanations for Federal Aid participating and non-participating items shall be shown separately.

(3) Contracts that include more than one job will have the Overrun and Underrun explanations broken down for each job.

(4) Supplemental Agreements that alter the original plan quantities more than \$5,000 should be tabulated as explanations of Overruns and Underruns for the appropriate items.

(5) The original and two copies or one original and a diskette file of these explanations are to be submitted with the final estimate package. The DFEM will forward one copy to the FHWA on Full Oversight federal aid projects.

(6) Final quantities are subject to change during the checking of the estimate. This may also necessitate a change or correction in the explanation of an Overrun or Underrun. Therefore, any advance copies furnished before the estimate is checked shall be plainly marked as tentative.

NOTE: Net overruns to existing pay items may be funded once a contract expends 75% of the original contract amount. Requests for additional funding must be based on reviewing the project and estimating the overruns. See Section 7.3.6.4 of the CPAM that covers this process. Also see Chapters 11 of this manual, Section

11.9.2 and Chapter 14, Figure 14-34 of the Review and Administration Manual.

3.4.8 Job Correspondence Files

All correspondence related to Final Estimates and/or final pay quantities on each project and maintained on file by the PA or Resident Office (RO) shall be submitted along with the final estimates package. The file will be sequenced in chronological order with the latest correspondence on top of the file. This is for data not scanned into the Contract Document Management System (CDMS).

(A) Reproductions of these files will be acceptable, with the PA retaining the originals for questions that may arise after the submission.

(B) All pertinent correspondence that is received by the PA after the estimate is turned in shall be forwarded to the DFEO for inclusion in the Job Correspondence File.

3.4.9 Final Plans and Estimate Transmittal Form

Upon completion of a project, the final plans and estimate documents must be submitted by the RO to the DFEO. The Transmittal Form ([see Figure 3- 7](#)) must include, but not be limited to, the following:

(A) A tabulation of the Final Plans, Original Diaries, Field Books, Computation Books, and other records showing the title, number of copies and general description of the contents of each item. You must list Field Books by number and show a brief description of contents.

(B) The date work began and the date work was completed. If the work was not completed, note briefly the conditions for acceptance.

(C) Pending Supplemental Agreements which have not been submitted to the District Office (include information as to the scope, the approximate cost and the additional contract time involved and a draft copy of the Supplemental Agreement.)

(D) Any unresolved claims which may be pending at the time the estimate is submitted.

(E) Failing materials, the disposition of which remains unresolved at the time of submittal.

1 | **3.4.10 Estimates Office Record of Final Plans**

2 The Record of Final Plans was developed to be helpful in organizing and completing
3 transmittal packages ([see Figure 3-8](#)). The RO's project personnel are responsible
4 for submitting this form with the information shown in the items below and
5 completed at the time the final estimates package is sent to the DFEO.

6 (A) Financial Project ID, Standard Specifications Year, Federal Aid Project
7 Number(s), County (ies), Road Number(s), Name(s) of Contractor(s), Name
8 of Surety, District Engineer and RE/PA.

9 (B) Contract Time shown in calendar days with Federal Aid Participation noted,
10 including; Granted Days, Time Extensions, Calendar Days Allowed, Calendar
11 Days Elapsed, Calendar Days Overrun or Underrun, and associated
12 liquidated damages, penalties and/or incentive dollar amounts.

13 (C) Supplemental Agreements/Change Orders and a statement of Contract
14 Monies.

15 | **3.4.11 Time Folder**

16 | Maintain a bound time folder containing all contract time changes occurring during
17 the life of the contract. These are letters from the District Construction Engineer
18 (DCE) to the Contractor stating the length of any extension. This folder must be
19 submitted as a part of the final estimate package. This file shall contain the
20 following:

21 (A) Notice to Proceed Letter ([see Figure 3-3](#))

22 (B) Copies of all letters granting extension of contract time.

23 (C) Copies of all Supplemental Agreements.

24 (D) Copies of any other documents such as court orders, takeover agreement
25 that affects contract time.

26 (E) A summary sheet showing a full accounting of the contract time, both state
27 and federal aid. The original contract time, the time added by each
28 supplemental agreement, time extension, and any other documents shall be
29 shown.

30 (F) Screen prints of CRSTS01A, CRSTS05A, and CRSTS06A screens.

NOTE: EACH COPY OF A DOCUMENT REQUIRED UNDER THIS SECTION SHOULD CONTAIN THE BREAKDOWN OF FEDERAL AID PARTICIPATION IN THE ACTION TAKEN BY THAT DOCUMENT.

In the event that a response has not been received on the federal aid participation in time actions for full oversight and certification acceptance projects, a copy of the District's request shall be included in the time folder. The DFEM shall follow up the status of the participation request.

On exempt projects the District Construction Engineer (DCE) has the responsibility of determining and approving federal aid participation in time changes, therefore all item changing documents on this type of project must show the breakdown of federal aid participation.

3.4.12 Semifinal Estimate

(Refer to **Subarticle 9-5.4 in Specifications**) When the Contractor has furnished to the Department all submittals required by the contract such as Invoices; Federal Highway Administration Statement of Materials and Labor Used on Federal Aid Projects (**Form FHWA-47**), Materials Certifications (this document is the Department's responsibility), Certification of Materials Procured, etc. (excluding Contractor's letter of acceptance of final amount due and **Form 700-050-21 "Contractor's Affidavit and Surety Consent" Form 21-A** release) and the DFEM has determined that the measurements and computations of pay quantities are correct, the retainage may be reduced to \$1,000 plus any amount the district elects to deduct for defective work. Any sums owed to the Department by the Contractor on any account may be deducted from such payment estimates.

A semi-final estimate will not be allowed unless the time elapsing between (1) acceptance of the project and receipt of all test reports, invoices, etc., and (2) submission of the Final Estimate to the Contractor for acceptance, exceeds or is expected to exceed ten (10) days.

3.5 DOCUMENTING CONTRACT CHANGES

3.5.1 Common Types of Contract Changes

Contract changes, which are necessary and desirable within statutory limitations usually, fall into one of two categories of work added or eliminated. These categories are:

3.5.2 Supplemental Agreement (SA)

Work of a different general character from that shown in the original plans and contract. This work was unforeseen or could not reasonably have been contemplated in the original plans and specifications. Work in this category requires a Supplemental Agreement, which may be used for the following purposes, subject to funding:

(A) Clarification of the plans and specifications

~~(B) Document quantity overruns that exceed five percent of the original contract amount.~~

~~[Original Contract \$ Amount X 1.05(5%)] + SA \$ Amounts = Allowed Expenditure \$ Amount. The 5% is from an unencumbered source.~~

~~If Allowed Expenditure \$ Amount is less than Present \$ Amount, a Supplemental Agreement must be processed to encumber additional dollars.~~

~~(B)~~ Unforeseen work, grade changes, alterations in plans, which could not reasonably have been contemplated or foreseen in the original plans and specifications.

~~(C)~~ Alteration of the limits of construction

~~(E)~~ To provide connections to existing pavement

~~(F)~~ Settlement of claims

~~(G)~~~~(F)~~ VECP's (Value Engineering Change Proposals)

~~(G)~~ Make the project functionally operational in accordance with the intent of the original contract. See Section 7.3.5.1 of the CPAM for more information.

Note: A SA must be approved by the District Secretary or designee before final payment can be made. (~~R~~Refer to **Section 7.3** of the **CPAM**)

3.5.3 Unilaterally Directed Extra Work

Used for extra or unforeseen work for which a unit price cannot be agreed upon in advance of performing the work. This work requires a Supplemental Agreement to establish a price and amount of extra work to be paid for. The pay items, quantities and unit prices used in a Supplemental Agreement for unilaterally directed work should be determined in accordance with **Section 7.3** of the **CPAM**. Daily records

1 of the work performed in connection with this type of Supplemental Agreement
2 should be kept in accordance with **Section 7.3** of the **CPAM**.

3 **3.5.4 Contractor's Claim**

4 When the PA receives notice of a claim from the Contractor, it is the responsibility of
5 the PA to maintain accurate records to document the work being claimed by the
6 Contractor, in accordance with **Section 7.3** of the **CPAM**. The ultimate
7 dispensation of the claim will be determined by the DCE. Should the Contractor
8 disagree with the DCE's determination, he may take it to arbitration or litigation.

9 **3.5.5 Contingency Supplemental Agreement**

10 (**Form No. 700-010-79**): Due to the complexity or size of construction projects, it is
11 expected that unforeseen additional work may be necessary on some projects to
12 complete the work and make their project functionally operational in accordance
13 with the intent of the original contract. Expeditious authorization for unforeseen
14 additional work may be required to avoid delay to the progress of the work and to
15 avoid potential delay claims. (Refer to **Section 7.4** of the **CPAM**)

16 **3.5.6 Work Order for Unforeseen Additional Work (Form No. 700-010-80)**

17 These are also called Field Supplemental Agreements/Work Orders. They shall be
18 completely executed prior to allowing the Contractor to begin the work. The intent
19 of this procedure is to allow delegation of authority for execution of the work order to
20 a responsible Department designee who can make timely decisions for completing
21 the unforeseen additional work. Authority for execution of the work order may be
22 delegated to the PA at the discretion of the District (refer to **Section 7.3** of the
23 **CPAM**)

24 **3.5.7 Value Engineering Change Proposal (VECP)**

25 VECP's are cost reduction change proposals initiated and developed by the
26 Contractor with the incentive of sharing a net savings in the performance of the
27 contract without impairing any essential functions and characteristics. These
28 proposals must be accepted and approved by the Engineer. They shall be finalized
29 through an equitable adjustment in the contract price and time by the execution of a
30 Supplemental Agreement pursuant to specification provisions of **Article 4-3** of the
31 **Specifications**.

32 **3.5.8 Change Orders**

33 Work added or eliminated as a result of minor changes in the plans, specifications,
34 or quantities that can be accomplished within the unit price structure of the contract

but cannot be handled due to a change in the character of the work. In no event may such change orders extend beyond the physical limits of the job. The work in this category usually entails a change in specification or procedure. All Change Orders must accompany the final package when submitted to DFEO and following the Office of Construction.

3.6 PARTIAL PAYMENT FOR CERTAIN MATERIAL

3.6.1 General

Partial payments will be allowed for certain materials stockpiled on the project, in approved locations in the vicinity of the project, and in approved locations remote from the project. The partial payments must be in accordance with **Section 9-5** of the **Standard Specifications** and **Standard Basis for Estimating Pay Items**, ([see Attachment 3-1](#)), **Section 3.2** of this Manual ([see Attachment 3-1](#)). This procedure and **Certification and Request for Payment for Stockpiled Materials, Form No. 700-010-42**, shall be explained at all preconstruction conferences ([see Figure 3-9](#)), Partial payments, will be controlled by the following provisions in addition to the specifications:

3.6.2 Certification and Request for Payment for Stockpiled Materials

A Certification and Request for Payment for Stockpiled Materials, Form No. 700-010-42, ([see Figure 3-9](#)), executed by a person employed by the prime contractor in a supervisory capacity and all accompanying invoices, must be in the project records prior to any payment for materials being included in a progress estimate. The request for partial payment for materials stockpiled off-site shall be submitted in a timely manner, but not less than five (5) working days before cutoff, to allow a reasonable time to verify the materials. Payment for such items is to be based on the invoice price including delivery charges for delivered materials. The certification/request form must contain verification from the vendor that the material has been fabricated for specific use on the project; the material meets all the contract requirements, and is properly stored in a secured manner for the sole use of the prime contractor and the specified project.

3.6.3 Location of Materials

Most of the materials eligible for partial payment will be stockpiled "in the vicinity of the project." Fabricated structural steel, Precast prestressed elements, precast drainage structures (does not include pipe) and any other items specified in the

1 special provisions may be stockpiled at approved locations other than "in the vicinity
2 of the project."

3 "In the vicinity of the project" is defined as a location readily accessible to the
4 Project Administrator or other designated Department representative for verification
5 of quantities and periodic review to ascertain that materials are reserved for
6 exclusive use of the projects under which payment is made.

7 All materials must be stockpiled in a manner such that it is readily discernible that
8 they are being reserved for exclusive use of the project under which payment is
9 requested. An aggregate for use in asphalt mixes or Portland cement concrete
10 pavement must be in a stockpile set aside for exclusive use in producing mix for
11 Department projects. If a stockpile contains material for more than one Department
12 project, a control procedure submitted by the contractor and approved by the
13 engineer/administrator must be established to properly allocate costs between
14 projects.

15 16 **3.6.4 Verification**

17
18 Prior to entering payment for stockpiled material on a progress estimate, the Project
19 Engineer must verify that the quantity of material for which the contractor has
20 requested payment is in fact stockpiled at the location designated. For aggregates,
21 measurements, calculations, or documented observations to approximate the
22 quantity of material in each stockpile must be made.

23 If a material is stockpiled at a precast yard or structural steel fabrication plant,
24 verification may be by a written statement from the Department's representative at
25 that facility.

26 The Project Administrator, prior to submitting each progress estimate, must verify
27 that materials for which payment has been made on earlier progress estimates
28 remain stockpiled as designated and stored in a manner so as to prevent
29 deterioration and damage (especially sign panels), ***Partial Payments for Delivery***
30 ***of Signs***, ([see Attachment 3-1](#)). Sign panel condition shall be checked carefully.

31 **3.6.5 Materials Certification**

32 The Project Administrator must ascertain prior to payment that the materials for
33 which payment is requested comply with applicable specifications. Material invoices
34 that are used to determine the amount of partial payment for fabricated structural
35 steel materials shall have attached with the invoice test data showing approval and
36 compliance with the specifications. The test data and the invoice shall contain
37 identifying mark numbers and weights for each fabricated component as detailed on
38 approved shop drawings together with the price per pound and the total amount of

1 the invoice. Invoices that are submitted without the information described shall not
2 be used as a basis of partial payment.

3.6.5.1 Material Certification Requirements

3 It is required that all personnel, at the construction level, be familiar with the
4 Statewide Inspection Guidelist (Asphalt plant/Lab, Milling/Paving, Prime and
5 Tack Coat, ARMI, and FC), the Contractor's Quality Control (CQC) Manager and
6 Verification Technician's (VT) responsibilities noted in the **Specifications**, the
7 **Materials Manual, Topic No. 675-000-000 (section 5.4)**, the **CPAM, Topic No.**
8 **700-000-000**, and in the **P&DM**.

3.6.5.1.1 Documents Required For Certification – Project Files

11 Refer to Material's web site for more information regarding material certification:
12 [http://www.dot.state.fl.us/statematerialsoffice/Administration/Publications/publicat](http://www.dot.state.fl.us/statematerialsoffice/Administration/Publications/publications.htm)
13 [ions.htm](http://www.dot.state.fl.us/statematerialsoffice/Administration/Publications/publications.htm)
14

15 (Hard copies are not necessary for the test results entered in CQR & PCR)

16 The documents are:

- 17 1. Supplements Agreements (SA)
- 18 2. All correspondence relating to failing materials
- 19 3. All field test results
- 20 4. All lab test results
- 21 5. Thickness core-out reports
- 22 6. Final straightedge reports
- 23 7. Material release forms for pre-stressed items
- 24 8. Final commercial inspection report
- 25 9. Sign inspection reports
- 26 10. Completed Engineering Analysis Reports (EAR)
- 27 11. Mill analysis sent to "CL" (sent to appropriate labs)
- 28

29 For more information on CQC procedures, forms and documentation, see
30 **Chapter 9, Section 9-18** of this manual.

3.6.6 Proof of Payment

31 The prime contractor must provide proof of payment to their subcontractors and
32 vendors before the next estimate after the partial payment is initially made.

33 A certification by the contractor that he has paid his subcontractors their
34 proportionate share from the last progress payment, as defined in **Section 3.2,**
35 **Certification Disbursement of Previous Periodic Payment to Subcontractors,**
36 **Form No. 700-010-38, ([see Figure 3-2](#)),** is acceptable for this action.

As stockpiled materials are incorporated into the project, the Project Administrator must adjust payments accordingly.

3.6.6.1 Certification Compliance with Equal Employment Opportunity (EEO), Form No. 700-011-13

The prime Contractor must submit this monthly certification to the PA no later than the Friday before the monthly estimate cutoff date (generally the 3rd Sunday of the month). **Form No. 700-011-13** must be submitted on Federal Aid Contracts (see Figure 3-11). This form is to be signed by an officer or director of the Contractor with the authority to bind the Contractor and must be notarized.

The Prime Contractor may require their subcontractor to submit any type of data that is deemed necessary or warranted in order to certify their subcontractor's compliance.

3.6.7 Documentation

Project files shall include a separate section for payments for stockpiled materials. The stockpiled materials file shall include all information on the material being stockpiled; i.e., name and address of supplier; how material was verified and eligible for payment including the place, date and the individual who has examined the stockpiled materials; how records are maintained and adjusted as stockpiled materials are incorporated into the project; calculations on how payments for materials are determined, calculations should also indicate which is stockpiled and which is installed materials; invoices for prestressed products and structural steel must include the pay item numbers; and inspector's identification numbers or stamp; and paid invoices and other documents as may be required by this procedure.

3.6.8 Partial Payments for Delivery of Signs

Additional to the requirements of **Section 9-5** of the **Specifications**, District construction personnel shall ensure the following standards are applied before determining partial payments for delivery of signs which have been inspected and accepted by the District Materials Office, but have not been permanently installed on the project.

Signs should preferably be stored in a dry indoor area, away from temperature extremes and direct or reflected sunlight.

If outdoor storage is necessary, all packaging and padding materials should be removed so nothing is against the sign face.

Signs should be stored vertically, above ground, so as to permit free air circulation around the sign for normal moisture evaporation. Signs are best stored hanging vertically and supported, as they would be when permanently installed. When stored and supported on edge, care should be taken to prevent bending, abrasion, gouging or tearing of the panel edge or the reflective sheeting edge.

Signs should not be laid face down or left horizontal or in low areas where dirt, water, ice, or snow may contact the sign face.

Packaged signs should be kept dry during storage. If packaged signs become wet, packaging and padding material should be removed immediately, allowing the sign to dry to prevent damage to the sign face. If repackaging is necessary, only dry packaging materials recommended by the manufacturer should be used.

Signs should not be stored banded, crated, stacked or in any other condition which would put severe pressure on the signs.

Materials that are harmful to the reflective sheeting should not be allowed to rest against the sign face.

If it is necessary to cover the sign face temporarily following erection, it should be noted that some coverings might cause permanent damage to the sign face following exposure to moisture, sunlight, or other elements. Porous cloth covers, which are folded over the sign edges and secured over the back of the sign, have been used successfully. Burlap is prohibited as a covering if it is to be used for an extended period of time, as it stains the sign face. Ropes, wire, or cord might be useful as a lace through the porous cloth, on the backside of the sign. Paper or elastic covers should be avoided. Ropes or wire fastening devices may abrade the sign face and should not be used on the front side of the sign.

Do not apply tape to the sign face, as sunlight may cause it to bond permanently. If pre-mask or application tape is used, it must be removed before the sign is exposed to sunlight.

Failure to apply these standards for storage and handling of signs may result in permanent damage to the sign panel or to the reflective sheeting of the sign face, creating cause for rejection of the sign panel.

Signs not inspected and accepted by the District Materials Office should not be considered for any payment. Signs stored or handled in violation of the above standards should not be considered for partial payments.

3.7 OFFSETTING PAYMENTS

3.7.1 General

This procedure shall be applied to any construction contract on which the Department desires to recover funds from the Contractor and such funds cannot be recovered through the normal process of adjusting subsequent monthly progress estimates of payments to the contractor.

3.7.2 District Authorization

For construction contracts on which final payment to the contractor will be determined and authorized by the District:

- (1) The DCE/DFEM will be responsible for identifying construction contracts on which the Department desires to recover funds from the contractor of such project and said funds cannot be recovered through the normal process of adjusting subsequent monthly progress estimated payments to the contractor.
- (2) The DCE/DFEM will obtain legal counsel assuring that the Department's intent of recovery is the result of a bona fide judgment, settlement, arbitration order, or final adjudication determining the amount due the Department, and that intent of recovery excludes amounts owed by the contractor to subcontractors, suppliers, and laborers due to the performance of that contract.
- (3) The DCE/DFEM will notify the contractor in writing, of the Department's request for reimbursement, specifying the exact amount due the Department, the contract number, the project number and the reasons for which the Department seeks reimbursement, and that receipt of payment by the Department will be due within 60 days from receipt of said notice by the Contractor or the Department will seek reimbursement as per **Section 337.145, F.S.**
- (4) If the Department does not receive payment within 60 days, the DCE/DFEM will notify the State Construction Engineer.

3.7.3 All Construction Contracts

The State Construction Engineer, in consultation with the appropriate District Construction Engineers will identify another contract (herein known as the donor

1 contract) from which recovery of funds can be offset from payments due the
2 contractor.

3 The State Construction Engineer will notify the Comptroller's Office on the donor
4 contract selected with **Memorandum of Overpayment, Form No. 700-010-31**, ([see](#)
5 [Figure 3-10](#)).

6 The Office of the Comptroller will review the selected donor contract for compatibility
7 of FHWA funding.

8 The Office of the Comptroller will withhold offsetting payments from payments due
9 the contractor on the donor contract.

10 **3.8 MAINTENANCE OF TRAFFIC SPECIAL DETOUR (LUMP SUM) PROGRESS** 11 **PAYMENT TECHNIQUE**

12 **3.8.1 Agreement on Unit Prices**

13 The Department and contractor will negotiate and agree on unit prices to be used
14 for the components such as temporary pavement, embankment, base, asphalt,
15 drainage structures, etc., within the special detour and/or lump sum MOT item. This
16 agreement will be made before payment begins.
17
18

19 **3.8.2 Monthly Payment**

20 The monthly payment will be determined by tabulating the quantities used that
21 month at the agreed unit prices. Maintenance of traffic items and removal costs will
22 be added when appropriate and/or prorated on the basis of contract amount
23 completed. The final total costs paid cannot exceed the lump sum bid.

24 The Project Administrator may withhold the monthly payment if the contractor fails
25 to correct any deficient MOT items in the time frame specified in **Section 9.1,**
26 **CPAM, Maintenance of Traffic.** Once the corrections are made, the Project
27 Administrator will release the payment.

28 **3.8.3 Other Techniques**

29 A District may utilize another payment method such as the submission of invoices if
30 the contractor concurs with the use of that system.

31 **3.8.4 Pay Phases**

- 1 (1) Initial/Early Payments (#13)
- 2 This is to cover materials brought on site such as embankment, base,
- 3 asphalt, drainage structures, etc. Negotiations may have to include cost
- 4 determinations for any of these materials that are stockpiled.
- 5 (2) Interim Payments (#2):
- 6 Covers traffic control devices and other routine maintenance. Additional
- 7 Materials will also be included as appropriate.
- 8 (3) Final Payment (#3)
- 9 Detour removal and cleanup.

3.9 ATTACHMENTS

Attachment No.1 Standard Basis for Estimating Pay Items

3.10 FIGURES

Figure No. 3-1 Notice of Outstanding Documents
Figure No. 3-2 Certification Disbursement of Previous Periodic
..... Payment to Subcontractors
Figure No. 3-2a and 3-2b..... Construction Compliance with Specifications and Plans
Figure No. 3-3..... Notice to Proceed Letter
Figure No. 3-4 Notice of Beginning/Ending of Construction
Figure No. 3-5 & 3-5a Federal Highway Administration Statement of
..... Materials and Labor Used on Federal Aid Projects
Figure No. 3 6 Explanation of Overruns and Underruns
Figure No. 3-7 Final Plans and Estimates Transmittal Form
Figure No. 3 8 Estimates Office Record of Final Plans
Figure No. 3 9 Certification and Request for Payment for Stockpiled Materials
Figure No. 3-10 Memorandum of Overpayment
Figure No. 3-11..... Certification Compliance with EEO (Prov. on Fed. Aid Projects)

Attachment 3-1

STANDARD BASIS FOR ESTIMATING PAY ITEMS

1. MobilizationSee Specification Book
2. Maintenance of Traffic (Lump Sum)..... Prorated on the basis
..... of contract amount completed
3. Clearing and Grubbing
 - a. Trees fell and stumps uprooted 20%
 - b. Undergrowth pushed out 20%
 - c. Piling debris and root removal 20%
 - d. Burning or off-project disposal..... 15%
 - e. Discing and root pickup 15%
 - f. Final cleanup 10%
4. Regular Excavation
 - a. Excavation 50%
 - b. Compaction 40%
 - c. Final shaping and dressing..... 10%
5. Subsoil Excavation
 - a. Excavating the material 75%
 - b. Final disposal of material..... 25%
6. Grading
 - a. Excavation, final disposal and compaction..... 90%
 - b. Final shaping and dressing..... 10%
7. Embankment
 - a. Dredging, hauling and compaction 90%
 - b. Final shaping and dressing..... 10%
8. Stabilization
 - a. Stabilizing material dumped and spread 50%
 - b. Stabilizing material mixed-subgrade accepted 25%
 - c. Final shaping and compacting..... 25%

9. Base Course

- a. Partial pay for stockpiled material..... (invoice) 100%
- b. Material dumped and compacted 85%
(If constructed in two courses use 50% for the bottom course, and 50% when
final course is finished and primed)
- c. Finished and primed 15%

10. Stabilized Base

- a. Partial pay for stockpiled material..... (invoice) 100%
- b. Material dumped and spread (cu. yd. pay item) 100%
- c. Base mixed and accepted (sq. yd. pay item)..... 50%
- d. Finished and primed (sq. yd.) 50%

11. Concrete Pavement

- a. Partial pay for stockpiled material..... (invoice) 100%
- b. In-place, finished and cured 90%
- c. Joints sawed and sealed 10%

12. Pipe Culvert

- a. Delivered to job site and stockpiled (invoice) 100%
- b. Installed 50%
- c. Backfilled and accepted 50%

13. Inlet

- a. Complete and accepted at precast yard..... (invoice) 100%
- b. Bottom 65%
- c. Throat 10%
- d. Inlet Top 15%
- e. Grate, Apron, etc. 10%

14. Manholes

- a. Complete and accepted at precast yard..... (invoice) 100%
- b. Brick or concrete to subgrade..... 85%
- c. Top in place - cover painted 10%
- d. Adjust to final grade..... 5%

15. Guardrail

- a. Post and rail delivered and stockpiled (invoice) 100%
- b. Post set and rail hung..... 90%
- c. Final alignment of posts and rail..... 10%

16. Class I Concrete

- a. In place..... 95%
- b. Forms removed and finish applied 5%

17. Structural Concrete (bridges, culverts, walls)

- a. Complete forms in place..... 40%
- b. Concrete in place 58%
- c. Forms removed and finish applied 2%

18. Reinforcing Steel

- a. Delivered to job site and stockpiled (invoice) 100%
- b. Tied in place 100%

19. Precast Items (piles, beams)

- a. Completed and accepted at precast yard..... (invoice) 100%
- b. In place on the job 100%

20. Structural Steel

- a. Fabricated and stored at the source..... (invoice) 100%
- b. Erected 95%
- c. Painted with top coat 2%
- d. Completed and accepted 3%

21. Precast Prestressed Panels

- a. Fabricated and stored at source..... (invoice) 100%
- b. Panels in place and graded (concrete)..... 45%
- c. Panels in place and graded (reinforcing steel) 45%
- d. Superstructure concrete placed (concrete) 55%
- e. Superstructure concrete placed (reinf. steel)..... 55%

22. Piles (concrete)

- a. Cast and stored at precast yard (invoice) 100%
- b. Delivered to job site 90%
- c. Piling in place (piling furnished) 10%

23. Prestressed Slabs

- a. Cast and stored at precast yard (invoice) 100%
- b. Delivered to job site 90%
- c. Installation complete 10%

24. Painting Structural Steel

- a. Sandblasting and prime coat 70%
- b. Intermediate coat 15%
- c. Top or cosmetic coat 15%

25. Segments for Segmental Bridge

- a. Cast and stored at precast yard (invoice) 100%
(when furnished by a supplier)
- b. Cast and stored at precast yard 85%
(when furnished by a contractor)
- c. In place and post-tensioned for a 100%
- d. In place and post-tensioned for b 15%

26. Precast Piers

- a. Cast and stored by a supplier (invoice) 100%
- b. Cast and stored by a contractor 85%
- c. In place and post tensioned for a 100%
- d. In place and post tensioned for b 15%

27. Machinery and Casting

- a. Delivered to job site or adjacent storage (invoice) 100%
- b. Erection completed 90%
- c. Field painting and testing 10%

28. Traffic Signal Equipment

- a. Delivered to job site or adjacent storage (invoice) 100%
- b. Installed 90%
- c. Checked out-in operation 10%

29. Roadway Lighting

- a. Delivered to job site or adjacent storage (invoice) 100%
- b. Erection of bases and poles 60%
- c. Wiring and electrical connections 30%
- d. Checked out-in operation 10%

30. Fence Post, Fence Fabric, Corrugated Steel Culvert Pipe, Corrugated Aluminum Pipe, Bridge Drainage System, Reflective Pavement Markers

- a. Delivered to job site or adjacent storage (invoice) 100%
- b. Installed and accepted 100%

31. Electrical/Mechanical Equipment

- a. Delivered to job site or adjacent storage (invoice) 100%
- b. Installation Completed 90%
- c. Checked out-in operation 10%