

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) F.S.,
Section 334.044 (30) F.S.,
Section 334.048 (3) F.S.,
FDOT Specifications 9-5.6, and the 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. A 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 **9-5.6** of the **FDOT 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 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.~~

Note: The Department will accept scanned email or faxed copies of, fully executed **Contract Documents** that require notarization along with and **Contract Certifications**, unless requirement specifies raised seal. The time of receipt is the time the intended recipient acquires these documents (these are automatically logged in by the system within the Department). If any email or faxed copy is received after five (5:00) PM Eastern Standard Time (EST) [four (4:00) PM Central Standard Time (CST)], the document will be considered as received the next business day.

3.3.1 Time of Submittal

Monthly progress estimates will be prepared and submitted for each project underway as determined by each District, by 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.

3.3.3 Retainage

Retainage shall be in accordance with **9-5** of the **FDOT 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~~ **Notice** is in letterform and is sent by the appropriate District
17 Construction Office to the Contractor. It notes the date the Contractor may begin
18 construction at the project site. This letter is to be included as part of the Contract
19 Time file as noted in **3.4.11** of the **FDOT Specifications**. (**See Figure 3-3**)

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

21 This ~~notice~~ **Notice** is in letterform and is sent by the appropriate District
22 Construction Office to the Contractor. It notes the date of the **Notice to Begin** work
23 by the Contractor and the date the project has been completed and/or final
24 accepted. (**See Figure 3-4**).

25 **3.4.3 Roadway and Bridge Construction Diary:**

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

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

final payment. Most often these diary entries will be duplications of past entries. Therefore, actual measurements, dimensions, computations, and quantities for final payment purposes shall be recorded on the appropriate site source forms or field books.

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

3.4.4 Certification

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

*I certify that this request for payment and any payment and progress of work specified herein made pursuant to this contract is approved in substantial compliance with all plans, specifications and rules of the Department including the provisions of **Section 337.11, F.S.**, within the date shown above.*

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

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

The ***Certification Disbursement of Previous Periodic Payment to Subcontractors, Form No. 700-010-38***, is not needed for the final estimate since ***Form 21-A*** required for the final, contains essentially the same certification. (Refer to ***Section 3.3*** in this ***Manual***). ***Form No. 700-020-02***, is needed for the final estimate since it details all final outstanding exceptions to Contractor Quality Control testing and plans and specifications. (Refer to ***Chapter 14***, of the ***Review & Administration 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 – (FHWA-47)

As of May 22, 2007, a memorandum was issued from FHWA stating that the above form, ***FHWA-47***, is no longer required.

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 3-5***). **This is a very important document. We suggest the PA prepare it.** When these variations have been properly researched, accurate explanations can be made. These explanations are key-board entered ~~on letter size paper~~ for items that have significant oOverruns or uUnderruns 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~~ 10,000.

(B) Deviation of Plan Dimensions: ~~Deviation from plan dimensions~~ by the Contractor equaling the aggregate change of \$~~5,000.00~~ 10,000.00 must be explained on the overruns and underruns document.

(C) The PA will generate an **Overruns and Underrun Report** in SiteManager AD HOC, and export the file to an Excel document or a Microsoft Word document and save this report to a hard drive. When the report is opened in Excel or Word, you are then able to edit the document per requirements. AD HOC generates a report of all pay items on a project, but you cannot edit a report in AD HOC. **Figure 3-5** shows an example of an AD HOC file exported to an Excel spread sheet and edited to comply with the current requirements.

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 oOverrun and uUnderrun explanations broken down for each job.

(4) **Supplemental Agreements** that alter the original plan quantities more than \$~~5,000~~ 10,000.00 should be tabulated as explanations of oOverruns and uUnderruns for the appropriate items.

(5) ~~The original and two copies or one original and a diskette file/Computer Disk (CD) file~~The electronic versions of these explanations are to be submitted with the final estimate package via email to the DFEM. The DFEM will forward one copy (electronically) 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 oOverrun or uUnderrun. Therefore, the original electronic version sent to the DFEM any advance copies furnished before the estimate is checked shall be plainly marked as tentative.

~~(7) Overruns and underruns are now developed in SiteManager. The PA will have to run a report in SiteManager AD HOC, and export the file to an Excel Spreadsheet document or a Microsoft Word document and save this report to a CD or hard drive (AD HOC generates a spreadsheet of all pay items on a project, but you cannot edit a report in AD HOC). When the report is opened in Excel or Word, you are then able to edit the document per requirements. See **Figure**~~

1 **Note:** Net overruns to existing pay items may be funded once a contract expends
2 75% of the original contract amount. Requests for additional funding must be based
3 on reviewing the project and estimating the overruns. See **Section 7.3.6.4** of the
4 **CPAM** that covers this process. Also see **Chapters 11** of this *manual*, **Section**
5 **11.9.2** and **Chapter 14, Figure 14-34** of the *Review and Administration Manual*.

6 **3.4.8 Job Correspondence Files**

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

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

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

17 **3.4.9 Final Plans and Estimate Transmittal Form**

18 Upon completion of a project, the final plans and estimate documents must be
19 submitted by the RO to the DFEO. The **Final Plans and Estimates Transmittal**
20 **Form No. 700-050-20** (see **Figure 3-76**) must include, but not be limited to, the
21 following:

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

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

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

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

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

3.4.10 Estimates Office Record of Final Plans

The Record of Final Plans was developed to be helpful in organizing and completing transmittal packages (**see Figure 3- 78**). The RO's project personnel are responsible for submitting this form with the information shown in the items below and completed at the time the final estimates package is sent to the DFEO.

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

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

- (C) **Supplemental Agreements/Work Orders** and a statement of Contract Monies.

3.4.11 Time Folder

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

- (A) Notice to Proceed Letter (**see Figure 3-3**)

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

- (C) Copies of ~~all any executed or pending~~ **Supplemental Agreements, Work Order, or Unilateral S.A. that affects contract time. (Do not include documentation for these documents in the time file).**

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

- (E) A summary sheet showing a full accounting of the contract time, both state and federal aid. The original contract time, the time added by each

supplemental agreement, time extension, and any other documents shall be shown.

(F) Begin Time/Construction Letter(s), and Final Acceptance letter.

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 on the status of the participation request.

On exempt projects, the 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.

3.5 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) 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;
- (D) To provide connections to existing pavement;

(E) Settlement of claims;

(F) VECP's (Value Engineering Change Proposals);

(G) To 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. (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 **SA** **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 **SA** **Supplemental Agreement** for unilaterally directed work should be determined in accordance with **Section 7.3** of the **CPAM**. Daily records of the work performed in connection with this type of **SA** **Supplemental Agreement** should be kept in accordance with **Section 7.3** of the **CPAM**.

3.5.4 Contractor's Claim

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

3.5.5 Contingency Supplemental Agreement (Form No. 700-010-79)

Due to the complexity or size of construction projects, it is expected that unforeseen additional work may be necessary on some projects to complete the work and make the project functionally operational in accordance with the intent of the original contract. Expedient authorization for unforeseen additional work may be required to avoid delay to the progress of the work and to avoid potential delay claims. (Refer to **Section 7.4** of the **CPAM**)

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

Work Orders shall be completely executed prior to allowing the Contractor to begin the work. The intent of this procedure is to allow delegation of authority for execution of the **W** **work** **O** **order** to a responsible Department designee who can

make timely decisions for completing the unforeseen additional work. Authority for execution of the ~~w~~**Work o****Order** may be delegated to the PA at the discretion of the District (refer to **Section 7.3** of the **CPAM**)

3.5.7 Value Engineering Change Proposal (VECP)

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

3.6 PARTIAL PAYMENT FOR CERTAIN MATERIAL

3.6.1 General

Partial payments will be allowed for new materials that will be permanently incorporated into the project and that are 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 **9-5** of the **FDOT Specifications** and **Standard Basis for Estimating Pay Items**, (see **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 ~~p~~**P**ayments 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 3-9g**), 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. 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 special provisions may be stockpiled at approved locations other than "in the vicinity of the project."

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

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

3.6.4 Verification

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

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

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

3.6.5 Materials Certification

The PA must ascertain prior to payment that the materials for which payment is requested comply with applicable specifications. Material invoices that are used to determine the amount of partial payment for fabricated structural steel materials shall have attached with the invoice test data showing approval and compliance with

the specifications. The test data and the invoice shall contain identifying mark numbers and weights for each fabricated component as detailed on approved shop drawings together with the price per pound and the total amount of the invoice. Invoices that are submitted without the information described shall not be used as a basis of partial payment.

3.6.5.1 Material Certification Requirements

It is required that all personnel, at the construction level, be familiar with the Statewide Inspection Guidelist (Asphalt plant/Lab, Milling/Paving, Prime and Tack Coat, ARMI, and FC), the Contractor's Quality Control (CQC) Manager and Verification Technician's (VT) responsibilities noted in the **FDOT Specifications**, the **Materials Manual, Topic No. 675-000-000 (Section 5.4)**, the **CPAM, Topic No. 700-000-000**, and in the **Prep & Doc Manual Topic No. 700-050-010**.

3.6.5.1.1 Documents Required For Certification – Project Files

Refer to Material's website for more information regarding material certification:
<http://www.dot.state.fl.us/statematerialsoffice/Administration/Publications/publications.htm>

(Hard copies are not necessary for the test results entered in PCR.)

The documents are:

1. Supplements Agreements (SA)
2. All correspondence relating to failing materials
3. All field test results
4. All lab test results
5. Thickness core-out reports
6. Final straightedge reports
7. Certification of pre-stressed items
8. Final commercial inspection report
9. Sign inspection reports
10. Completed Disposition of Defective Material
11. Mill analysis sent to "CL" (sent to appropriate labs)

For more information on CQC procedures, forms and documentation, see **Chapter 9, Section 9-12** of this **Manual**.

3.6.6 Proof of Payment

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

A certification by the contractor that he has paid his subcontractors their proportionate share from the last progress payment, as defined in **Section 3.4.4** of this **Manual, Certification Disbursement of Previous Periodic Payment to Subcontractors, 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 3-1~~10~~**). 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 pre-stressed 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 **9-5** of the **FDOT Specifications**, District construction personnel shall ensure the following standards are applied before determining partial payments for delivery of signs which have been inspected and

1 accepted by the District Materials Office, but have not been permanently installed
2 on the project.

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

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

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

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

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

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

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

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

31 Do not apply tape to the sign face, as sunlight may cause it to bond permanently. If
32 pre-mask or application tape is used, it must be removed before the sign is exposed
33 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 contract) from which recovery of funds can be offset from payments due the Contractor.

The State Construction Engineer will notify the Comptroller's Office on the donor contract selected with **Memorandum of Overpayment, Form No. 700-010-31**, (**see Figure 3-109**).

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

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

3.8 MAINTENANCE OF TRAFFIC (MOT) SPECIAL DETOUR (LUMP SUM) PROGRESS PAYMENT TECHNIQUE

3.8.1 Agreement on Unit Prices

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

3.8.2 Monthly Payment

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

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

3.8.3 Other Techniques

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

3.8.4 Pay Phases

(1) Initial/Early Payments (#13)

This is to cover materials brought on site such as embankment, base, asphalt, drainage structures, etc. Negotiations may have to include cost determinations for any of these materials that are stockpiled.

(2) Interim Payments (#2):

Covers traffic control devices and other routine maintenance. Additional Materials will also be included as appropriate.

(3) Final Payment (#3)

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 Explanation of Overruns and Underruns
Figure No. 3-6 Final Plans and Estimates Transmittal Form
Figure No. 3 7 Estimates Office Record of Final Plans
Figure No. 3 8 Certification and Request for Payment for Stockpiled Materials

- 1 Figure No. 3-9 Memorandum of Overpayment
- 2 Figure No. 3-10..... Certification Compliance with EEO (Prov. on Fed. Aid Projects)

Attachment 3-1

STANDARD BASIS FOR ESTIMATING PAY ITEMS

1. Mobilization See 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%

32. Performance Turf

- a. Installed on project 85%
- b. Final Accepted by the Department 15%

33. Landscape Installation

- a. Installed on project 85%
- b. Final Accepted by the Department 15%

34. Mast Arm Assembly

- a. Foundation Completed 70%
- b. Mast Arm Assembled and Final Accepted by the Department 30%