

ORIGINATION FORM

Specification: Standard Specification 9-8, Special Provision 9-8 (**00908010ES**
applicable to ARRA projects only), 555-8, 556-8, 557-6 and 611-2.3.3

Subject: As-built drawings, certified survey, Bore Path Reports and Plowing Path Reports

Origination date: 04/21/2010

Originator: Alan Autry
Office/Phone: 850-414-4195

Problem statement: Current specifications require contract administrators track payment for individual pay items associated with directional bores, jack & bores, vibratory plowing and signalization items and withhold payment of those individual items until as-built plans, bore path reports and plowing path reports are submitted.

Proposed solution: Require that final payment in accordance with 9-8 be withheld until all as-built plans, bore path reports and plowing path reports are submitted by the contractor and accepted by the department.

Information source: Changes suggested by District Construction Engineers

Recommended Usage Note: None

Estimated fiscal impact, if implemented: None

Implementation of these changes, if and when approved, will begin with the January 2011 letting.



Florida Department of Transportation

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M E M O R A N D U M

DATE: June 22, 2010

TO: Specification Review Distribution List

FROM: Rudy Powell, Jr., P.E., State Specifications Engineer

SUBJECT: Proposed Specification: 0090801ES Measurement and Payment – Acceptance and Final Payment Documents.

In accordance with Specification Development Procedures, we are sending you a copy of a proposed specification change.

This change was proposed by Alan Autry to add as-built plans and certified survey to the list of documents to be furnished by the Contractor within 90 days of offer of final payment.

Please share this proposal with others within your responsibility. Review comments are due within four weeks and should be sent to Mail Station 75 or to my attention via e-mail at ST986RP or rudy.powell@dot.state.fl.us. Comments received after **July 20, 2010** may not be considered. Your input is encouraged.

RP/cah
Attachment

**MEASUREMENT AND PAYMENT-ACCEPTANCE AND FINAL PAYMENT
DOCUMENTS.**

(REV 5-11-10)

SUBARTICLE 9-8.1 (Pages 104 and 105) is deleted and the following substituted:

9-8.1 Acceptance and Final Payment Documents: Whenever the Contractor has completely performed the work provided for under the Contract and the Engineer has performed a final inspection and made final acceptance (as provided in 5-10 and 5-11), and subject to the terms of 8-11, the Engineer will prepare a final estimate showing the value of the work as soon as the Engineer makes the necessary measurements and computations. The Engineer will correct all prior estimates and payments in the final estimate and payment. The Department will pay the estimate, less any sums that the Department may have deducted or retained under the provisions of the Contract, as soon as practicable after final acceptance of the work, along with all executed supplemental agreements received after final acceptance.

If the Contractor fails to furnish all required Contract Documents as listed in (a) through (h) below within 90 days of the Department's offer of final payment or request for refund of overpayment, the Department may suspend the Contractor's Certificate of Qualification under the provisions of Florida Administrative Code 14-22.

(a) The Contractor has agreed in writing to accept the balance due or refund the overpayment, as determined by the Department, as full settlement of his account under the Contract and of all claims in connection therewith, or the Contractor, has through the use of the Qualified Acceptance Letter, accepted the balance due or refunded the overpayment, as determined by the Department, with the stipulation that his acceptance of such payment or the making of such refund does not constitute any bar, admission, or estoppel, or have any effect as to those payments in dispute or the subject of a pending claim between the Contractor and the Department. To receive payment based on a Qualified Acceptance Letter, define in writing the dispute or pending claim with full particular of all items of all issues in dispute, including itemized amounts claimed for all particulars of all items, and submit it as part of the Qualified Acceptance Letter. The Contractor further agrees, by submitting a Qualified Acceptance Letter that any pending or future arbitration claim or suit is limited to those particulars, including the itemized amounts, defined in the original Qualified Acceptance Letter, and that he will commence with any such arbitration claim or suit within 820 calendar days from and after the time of final acceptance of the work and that his failure to file a formal claim within this period constitutes his full acceptance of the Engineer's final estimate and payment. The overpayment refund check from the Contractor, if required, will be considered a part of any Acceptance Letter executed.

(b) The Contractor has properly maintained the project, as specified hereinbefore.

(c) The Contractor has furnished a sworn affidavit to the effect that the Contractor has paid all bills and no suits are pending (other than those exceptions listed, if any) in connection with work performed under the Contract and that the Contractor has not offered or made any gift or gratuity to, or made any financial transaction of any nature with, any employee of the Department in the performance of the Contract. Include with the listed tort liability exceptions, if any, evidence of adequate insurance coverage as required in 7-13.

(d) The surety on the Contract bond consents, by completion of their portion of the affidavit and surety release subsequent to the Contractor's completion of his portion, to final payment to the Contractor and agrees that the making of such payment does not relieve the surety of any of its obligations under the bond.

(e) The Contractor has complied with and settled all requirements pertaining to any wage-rate provisions.

(f) The Contractor has furnished all required mill tests and analysis reports to the Engineer.

(g) The Contractor has furnished the Construction Compliance with Specifications and Plans Certification. Provide the Engineer with a notarized final certification of compliance with the requirements of Section 105 to accompany the final estimate. Certification must be on a form provided by the Engineer.

(h) The Contractor has furnished and the Department has accepted the as-built drawings and certified survey in accordance with the requirements of Section 104, 555, 556, 557 and 611.

~~(h)~~ (i) The Contractor has met the requirements of 7-1.1.1.