

0090501SLLS MEASUREMENT AND PAYMENT
COMMENTS FROM INTERNAL/INDUSTRY REVIEW

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Comments: (11-29-11)

Under 9-5.1 General, third paragraph, shouldn't Contract amount be defined to include both supplemental agreements and unilateral payment?

9-5.1 General: The Engineer will make partial payments based on the *estimated* amount of work that the Contractor completes during the month (including delivery of certain materials, as specified herein below). The Department will base the amount of such payments on certified monthly invoices submitted by the Contractor for progress payments each month, less any retainage withheld.

Retainage will not be withheld until the percent of allowable Contract time used exceeds 75%. From that time forward, the Department will withhold retainage of 10% of the amount due on the current estimate as retainage when the percent of allowable Contract time used exceeds the percent of Contract amount earned by more than 15%.

Contract amount is defined as the original Contract amount adjusted by approved supplemental agreements.

Contract time is defined as the original Contract time adjusted by approved Contract time extensions.

Retainage will be determined for each job on multiple job Contracts. The Department will not accept Securities, Certificates of Deposit or letters of credit as a replacement for retainage. Amounts withheld will not be released until payment of the final invoice.

Response: This is the same language in Standard Specification Subarticle 9-5.1 on page 100. The addition of unilateral payments needs to be discussed and if needed, changes made. No changes at this time.

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Comments: (12-21-11)

We have reviewed the subject industry reviews and would like to offer the following comments:

On previous lump sum projects that required a Contractor's Invoice we would have a lot of trouble with each Contractor doing an invoice differently. And each Contractor would leave something off different from another Contractor. It never fails that we have to always send back the invoice because it is missing something or they have added work orders (and other items) into the actual money that would need to be paid for out of the contract money. Many issues!!! This would cause us to return the invoice and quote the spec and still the Contractor can't seem to get it right. For instance Leesburg office had three projects with three different PAs going basically at the same time and we all got three different versions of invoices that had to be sent back every month for corrections.

It would be nice if the Forms Committee would come out with a state form for invoices (with a form number) that could be required to use on lumps sum projects. And have two versions one for single fin with one contract and multiple fins in one contract.

In addition to the proposed revision to the spec the following should be included which is in conventional lump sum projects:

- (b) The basis for arriving at the amount of the progress invoice including approximate quantities of work completed, less payments previously; made and less an amount previously retained or withheld.
- (c) Contract Summary showing the percentage of dollar value of completed work based on the present Contract amount and the percentage of days used based on the present Contract Days.
- [(d) (e)(f)(g)] do not apply to stream line projects.

If not then the (a) should be removed. The sentence *The Contractor's invoice must consist of the following:* infers more than one item listed.

9-11.2 Contractor's Invoice: The Contractor must make a request for payment by submitting a certified monthly invoice, no later than 12 O'clock noon, Monday, after the estimate cut-off date or as directed by the Engineer, based on the amount of work done or completed. The Contractor's invoice must consist of the following:

(a) Contract Number, Financial Project Identification Number, Invoice Number, Invoice Date and the period that the invoice represents.

(David – this subarticle is not from the latest version of the LS spec, it from the 7-11 WB. Subarticle 9-11.2 is now the Schedule of Values (added in the 1-12 WB. - Debbie)

Response: The State Construction Office is looking at a standardized form - more to follow. No changes made.

The first paragraph in Subarticle 9-5.1 of the Special Provision for streamline lump sum projects was changed in the January 2012 Workbook. The language regarding request for payment was moved to a newly created Article 9-11 to be consistent with the lump sum Special Provision. For streamline plan quantity projects, paragraph (b) is not needed since the quantities of work completed are known. No further changes are needed.
