

ORIGINATION FORM

Date: 10-26-11

Originator: David Chason

Contact Information: State Construction Office 414-4171

Specification Title: General

Specification Section, Article, or Subarticle Number: 9-5.1 For LS & PQ Contracts.

Why does the existing language need to be changed: In order to process payment for Streamline Lump Sum and Plan Quantity Contracts via the Electronic Estimates Disbursement (EED) system.

Summary of the changes: A change to the governing specifications for these contracts is required to process contractors payment thru the EED system.

Are these changes applicable to all Department jobs? If not, what are the restrictions?
Only Streamline LS & Plan Quantity Contracts.

Will these changes result in an increase or decrease in project costs? If yes, what is the estimated change in costs? no

With who have you discussed these changes? David Sadler, Alan Autry and Chris Craig.

What other offices will be impacted by these changes? none

Are changes needed to the PPM, Design Standards, SDG, CPAM or other manual? no

Is a Design Bulletin, Construction Memo, or Estimates Bulletin needed? No

Paragraph 1 of Subarticle 9-5.1 is deleted and the following substituted: For SLLS and SLPQ Contracts

***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.*

Subarticle 9-11 added for SLPQ Contracts

9-11 Submittals.

***9-11.1 Payment to the Contractor:** Upon receipt of the invoice and approval by the Engineer, payment will be made, less an amount retained or withheld per provisions included in the Contract. The monthly payments will be approximate only and will be*



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ANANTH PRASAD, P.E.
SECRETARY

M E M O R A N D U M

DATE: November 22, 2011

TO: Specification Review Distribution List

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

SUBJECT: Proposed Specification: **0090501SLPQ Measurement and Payment.**

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

This change is proposed by David Chason of the State Construction Office at the request of the Department's Comptroller's Office to comply with the Department's Electronic Estimates Disbursement (EED) payment system and to make the language consistent with the Streamline Lump Sum Special Provision.

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 SP965RP or rudy.powell@dot.state.fl.us. Comments received after **December 21, 2011**, may not be considered. Your input is encouraged.

RP/dt
Attachment

0090501SLPQ
All Projects less than \$2,000,000
and less than 2,000 tons of asphalt –
Streamline Plan Quantity.
Do not use with SP0090501DC.

MEASUREMENT AND PAYMENT.

(REV 11-187-10) ~~(FA 1-21-11) (7-11)~~

SUBARTICLE 9-5.1 (Pages 100 and 101) is deleted and the following substituted:

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. ~~The Contractor must make a request for payment 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 invoice shall include the Contract Number, the Financial Project Number, the Invoice Number, the Invoice Date, and the time period that the invoice represents.~~

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.

SUBARTICLE 9-8.1 (of the Supplemental Specifications) is deleted and the following substituted:

9-8.1 Acceptance and Final Payment Documents: Upon final inspection and final acceptance of the Contract ~~(as provided in 5-10 and 5-11)~~, and subject to the terms of 8-11, the Contractor shall submit a final invoice for work completed and accepted by the Department. The Department will pay the invoice, less any sums that the Department may have deducted or retained under the provisions of the Contract, provided the Contractor has met the requirements below.

- (a) The Contractor *has* ~~provid~~es the Acceptance Letter.
- (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

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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.

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

SECTION 9 (Pages 95 - 106) is expanded by the following new Article:

9-11 Submittals.

9-11.1 Submittal Instructions: *The Contractor will prepare and certify a monthly invoice for each project in the Contract. Submit the invoice to the Engineer. The Engineer will not pay for any item of work until the invoice is approved.*

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.

9-11.3 Payment to the Contractor: *Upon receipt of the invoice and approval by the Engineer, payment will be made, less an amount retained or withheld per provisions included in the Contract. The monthly payments will be approximate only and will be subject to reduction for overpayments or increase for underpayments on preceding payments to the Contractor and to correction in the subsequent estimates and the final estimate and payment process.*

subject to reduction for overpayments or increase for underpayments on preceding payments to the Contractor and to correction in the subsequent estimates and the final estimate and payment process.