

**MEASUREMENT AND PAYMENT – SCOPE OF PAYMENTS.**  
**(REV 8-12-16) (1-22)**

SUBARTICLE 9-2.1 is expanded as follows:

Request payment for work completed and accepted by the Department by submitting an invoice using the pay items and unit prices contained in the Contract. Include the Contract Number, the Financial Project Number, the Invoice Number, the Invoice Date and the period that the invoice represents. If required by the Engineer, furnish photos of the completed work at each location with the invoice. Submit the invoice no more often than once every 28 days to the Engineer in charge of the project. Upon receipt and approval, payment will be made less an amount retained or withheld in the Contract.

For Lump Sum contracts, within 21 calendar days after contract award or at the pre-work meeting, whichever is earlier, prepare and submit to the Engineer a schedule of values. With the Engineer's approval, the schedule of values will be the basis for determining monthly payments.

SUBARTICLES 9-2.1.1 and 9-2.1.2 are deleted.

SUBARTICLE 9-3.2 is deleted.

SUBARTICLE 9-3.3.1 is deleted and the following substituted:

**9-3.3.1 Error in Lump Sum Quantity:** Where the Department designates the pay quantity for an item to be a lump sum and the plans show an estimated quantity, the Department will adjust the lump sum compensation only in the event that either the Contractor submits satisfactory evidence or the Department determines and furnishes satisfactory evidence that the lump sum quantity shown is in substantial error. The term "substantial error" is defined as the smaller of (a) or (b) below:

- (a) a difference between the original plan quantity and final quantity of more than 5%,
- (b) a change in quantity which causes a change in the amount payable of more than \$5,000.

SUBARTICLE 9-5.1 is deleted and the following substituted:

**9-5.1 General:** If the Contract Time extends over a period in excess of 45 calendar days, the Contractor may claim partial payment for work completed and accepted by the Department by submitting an invoice. The actual reimbursement to the contractor will be based on:

1. the items shown in the schedule of values completed for the Lump Sum contract, or

2. the pay items and the unit prices contained in the Contract Document completed, and accepted by the Engineer in charge.

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

Retainage will be determined for each project on multiple project 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 estimate.

An amount may be retained from a Contractor's payment until final acceptance of materials or work at the end of a burn-in or establishment period. The amount retained will be determined in accordance with the following schedule:

Percentage Contract Amount Completed	Amount Retained
0 to 75	None
75 to 100	10 % of value of work completed exceeding 75% of Contract Amount.

The Engineer will make payments based upon invoices submitted by the Contractor in accordance with 9-2.1.

SUBARTICLE 9-5.5 is deleted.

ARTICLE 9-8 is deleted and the following substituted:

**9-8 Acceptance and Final Payment.**

Submit a completed Contractor's Affidavit and Surety Consent (Form 21-A) (Department Form Number 700-050-21) to the Department within 90 days of submittal of the final invoice. Failure to submit this form may result in a determination of Contractor Non-Responsibility under the provisions of 14-22.0141, F.A.C., and the Contractor will be prohibited from bidding, subcontracting, or acting as a material supplier on any Department contracts.

ARTICLE 9-9 is expanded by the following:

Section 215.422(5), Florida Statutes, requires the Department to include a statement of vendor (Contractor) rights. Contractors are hereby advised of the following:

Contractors providing goods and services to an agency should be aware of the following time frames: Upon receipt, an agency has five working days to inspect and approve the goods and services, unless the bid specifications, purchase order or Contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, by the Department of Transportation.

If a payment is not made within 40 days, a separate interest penalty at the rate established pursuant to Section 55.03(1), Florida Statutes will be due and payable in addition to the invoice amount, to the Contractor. The interest penalty provision applies after a 35-day time period to health care providers, as defined by rule. Interest penalties of less than one dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor preparation errors will result in a delay in the payment. The

invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Contractors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the Bureau of Accounting at (850) 413-5516.