

**010202, Mobilization – Partial Payments  
Response to Comments from Industry Review**

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**John Criss**  
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**Comment:**

I am currently working on a Design build project and I had hope this spec change would clear up some issues. It appears to me that we should define "commencing work". Does this mean design work or construction. Should the text read beginning of physical construction? Additionally, the modified language shows "Partial payments for Mobilization on any project, including when more than one project or job is included in the Contract, will be limited to 10%...". Should this read that the "total of partial payments..."?

*Response: Agree that statement for commencing work should be revised. Will revise to state, "commencing construction on the project site."  
Regarding the second suggestion, will revise to state, "Total partial payments..."*

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**Mark Croft**  
305 499-2468  
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**Comment:**

I do not agree with making mobilization payments in advance of begin of construction. Paying all of the mobilization within the first 2 to 4 months was already a very fair accomodation to industry from the previous specification.

*Response: Understood. Intent with this is for this to also be used on Design Build projects which would then allow payment of MOB during the design portion of the work subject to the same limitations stated within the revised spec.*

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**No Name**

**Comment:**

By eliminating most of the last paragraph, this puts the burden on the Contractor to pay for the bond, which on larger jobs can be a significant amount of money, with the recovery being spread over the duration of the contract. This puts an undue burden of cash on the Contractor, whereby, that burden would have to be calculated and placed in the price of the bid.

*Response: Intent is that the bond would be paid out of the payments made following the Notice to Proceed.*

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**No Name**

**Comment:**

It is my opinion the statement regarding payment for the contract bond should be left as part of the specification section. The contract bond is an up front expense the contractor has to pay and should be compensated for the cost.

*Response: Intent is that the bond would be paid out of the payments made following the Notice to Proceed.*

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**Bill Sears**  
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Comment

Turnpike Construction agrees that this revision is an improvement, but on Design/Build projects, we will still be paying out 5% of the total contract amount several months before construction begins.

*Response: Thanks. This is understood.*

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**Keith Waugh**  
352-787-1616  
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Comment

Will payment for bond still be processed separately if invoice provided prior to NTP?

*Response: No. Intent is that the bond would be paid out of the payments made following the Notice to Proceed.*

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**JC Miseroy**  
813-623-5877  
[jc.miseroy@gcinc.com](mailto:jc.miseroy@gcinc.com)

Comment:

Does this update apply to design/build projects during the design phase but before construction has started? Contractors want to be paid for their mobilization, but some FDOT don't want to pay because the contractor may not be on site yet. It should be remembered that the contractor at this stage has worked on the Letter of Interest and Technical Proposal, is now gathering a project team, working on design coordination and has not been paid anything.

*Response: It will apply to DB projects for jobs let after the affective date of this revision.*

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**Bob Schafer**  
772-464-6460  
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Comment:

This is a great revision and long overdue. Too many times on projects we have a delayed start tied in with a short overall project duration. Delivered items, such as mast arms, signs, etc., should be paid for by the Department even if the project hasn't started. This is needed relief for subs and vendors.

*Response: Thanks for the comments.*

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**Erick Johnson**  
407-248-9208  
[ejohnson@johnson-bros.com](mailto:ejohnson@johnson-bros.com)

Comment:

I believe this new procedure will benefit contractors and should be implemented.

*Response: Thanks for the comments.*

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**Chris Papastratis**  
954-777-4193  
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Comments:

1. For paragraph 3, recommend the following changes. Partial payments for Mobilization on any contract, including when more than one project is included in the Contract, will be limited to 10% of the original Contract amount.

*Response: Good suggestion but the spec needs to address that the individual projects on multi-project contracts are still limited to 10% of the original contract amount. Will leave as written to address this point.*

2. Why is this 3rd paragraph needed? It appears that the 2nd paragraph is sufficient?

*Response: To address retainage.*

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**Rhonda Daniell**  
352 732-1322

Comments:

I have no additional comments from Ocala except for the first sentence does not make sense. I think that it should read as When the proposal includes a separate pay item for Mobilization and work has commence, plus the Notice to Proceed has been issued and satisfactory progress is maintained pursuant to accepted project schedule, partial payments will be made therefore in accordance with the following...

*Response: Sentence reads, "When the proposal includes a separate pay item for Mobilization and the Notice to Proceed has been issued, partial payments will be made in accordance with the following:" Since the expectation is that the contractor will be addressing materials procurement, subcontracting, scheduling, etc. following the NTP, there would not yet be measurable progress against which to measure.*

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**Frank Kelch**  
352 326-7716

Comment:

I like the first paragraph, pay 50% the first month and 50% the second for short jobs or 25% for the first four months on long jobs but the second paragraph is confusing when it limits you to 10% of the contract amount.

*Response: The limitation on the MOB payments during the contract is set at 10% to prevent a front loading by a contractor during bidding. If a contractor bids greater than 10% of the original contract amount, that balance over 10% will be deferred until completion of all work on the project.*

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**Christopher Wood**  
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Comments:

I have received the following comments for the above mentioned Specification change:  
I don't like the sent limiting to 10%.....I just checked a couple of jobs and the mobilization is more than 10% of original contract amount.....If I am reading this right, it means:

Original Contract Amount = \$1,412,479.03

10% = \$141,247.90

Mobilization Pay Item = \$141,900.00

Days in Contract = 217

Pay \$35,475.00 1st estimate

Pay \$35,475.00 2nd estimate  
Pay \$35,475.00 3rd estimate  
Pay \$34,822.90 4th estimate  
Pay \$652.10 on last estimate

Seems like we are contradicting ourselves from paragraph two to paragraph three. My question would be is this really that big of a problem that it is worth the extra effort in tracking this? I am not comfortable with this change. You are asking the PA to pay for work that has not been performed.

*Response: Your calculations are correct in the example given. The magnitude of the effect varies significantly by the size of the project so in some cases, the impact can be significant. Paragraph 2 establishes the rate at which the MOB payments will be made and paragraph 3 sets the limitation on the amount at which the Department will pay during the project.*

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