

## Section 10.2

# RIGHT OF WAY CLEARING

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## **Section 10.2**

# **RIGHT OF WAY CLEARING**

### **PURPOSE**

To ensure that the right of way is properly cleared of all improvements, personal property, and severable items prior to construction letting for a transportation facility and ensure compliance with construction contracting laws and regulations for effective removal of improvements from the right of way.

### **AUTHORITY**

Section 20.23(3)(a), Section 334.048(3), Florida Statutes (F.S.)

### **REFERENCES**

29 Code of Federal Regulations, Subpart 3, Copeland Regulations  
29 Code of Federal Regulations, Subtitle A, Part 1, Davis/Bacon Act  
49 Code of Federal Regulations, 24.2  
Chapter 120, F.S.  
Chapter 320, F.S.  
Federal Wage Rate Table, Exhibit A  
Policy Statement No. 001-275-015, Disadvantaged Business Enterprise Utilization Policy  
Right of Way Manual, Section 10.1, Inventory of Properties Acquired Through the Right of Way Process; Rodent Control Inspections; Maintenance  
Right of Way Manual, Section 10.7, Asbestos Management  
Right of Way Manual, Section 11.1, Funds Management  
Section 255.05, F.S.  
Section 287.055, F.S.  
Section 337.11, F.S.  
Section 337.16, F.S.  
Section 337.18, F.S.  
Section 713.01, F.S.

## DEFINITIONS

Items or improvements acquired in the right of way acquisition process are defined in the ***Right of Way Manual, Section 10.1 Inventory of Properties Acquired Through the Right of Way Process; Rodent Control Inspections; Maintenance.***

**Clearing and Grubbing:** The permanent removal of all items remaining in the right of way including trees, stumps, roots, other protruding objects, buildings, structures, appurtenances, abandoned personal property, and existing pavement, and a construction contract.

**Improvements:** Structures erected permanently on a site, including but not limited to subsurface improvements, buildings, fences, driveways, and retaining walls.

**Minus (or Negative) Bids:** Bids for demolition and removal requiring an expenditure of funds by the Florida Department of Transportation (FDOT) as specified in the minus contract, ***Form No. 575-060-04, Demolition and Removal Contract Minus Contract.***

**Negotiated Sale:** The direct sale to the public of property owned by FDOT and determined to be surplus at a sales price reached by agreement between FDOT and the purchaser.

**Official File:** Documentation required to be maintained in the District Office in a central location pursuant to the ***Right of Way Manual, Section 11.3, Records Management.***

**Plus (or Positive) Bids:** Bids requiring payment by the bidder to FDOT in order to perform the demolition or removal work as specified in the plus contract, ***Form No. 575-060-05, Demolition and Removal Contract Plus Contract.*** This applies on the rare occasion that the value of the items to be salvaged exceed the cost of demolition and removal.

**Salvage Value:** The probable sales price of an item, if offered for sale to knowledgeable buyers with the requirement that it be removed from the property at a buyer's expense, per ***49 C.F.R. 24.2.***

**Transfer of Improvements or Severable Items:** The conveyance of improvements or severable items to another governmental agency.

## SCOPE

FDOT District and Central Office Right of Way staff will utilize this Section.

**NOTE :** Throughout this Procedure, the use of the term “district(s)” includes the “Turnpike Enterprise”.

## **10.2.1 Disposal of Improvements and Severable Items**

**10.2.1.1** The District Office shall attempt to sell improvements or severable items acquired during acquisition of right of way when these items are not needed by FDOT for the construction, operation, or maintenance of transportation facilities or are not transferred to other governmental agencies. The potential sale of severable items should always be considered before including them in demolition and removal or clearing and grubbing activities when sale proceeds would exceed the cost of selling the items in a demolition contract.

**10.2.1.2** Items can be disposed of through negotiation, sealed competitive bid, transfer to another agency, auction service contracting (see **Section 10.2.4**) demolition and removal contracting (see **Section 10.2.6**) or any other means FDOT deems appropriate. Improvements or severable items valued at more than \$10,000 must be duly advertised in the following manner prior to disposal:

- (A)** The advertisement shall run at least fourteen (14) calendar days prior to the date of the bid opening. This time period is a minimum requirement and a longer notice period may be afforded. The advertisement shall run in a newspaper of general circulation in the area where the property is located. The advertisement shall state the date, time, and place of the bid opening, a brief description of the property, and where more information may be obtained. Additional advertising may be done at the discretion of the district.

**NOTE:** For negotiated sales only, the advertisement serves as a notification that the improvement or severable item will be sold by negotiation.

- (B)** A minimum bid may be specified but may not be less than the current established salvage value. If a minimum bid amount is specified, it shall appear in the advertisement as well as a statement that FDOT reserves the right to withdraw the property if the specified minimum bid is not received. If the minimum bid or the estimated salvage value amount is not obtained, the District Secretary, or authorized designee, may approve the highest bid received, which will be considered the market value for the improvement or severable item.

- (C) If the specified minimum bid or the estimated salvage value amount is not obtained at the first bid opening, the district reserves the option to re-advertise.
- (D) When the District Office receives an invoice from the newspaper, it shall be sent to the District Records and Funds Management section for processing in accordance with the ***Right of Way Manual, Section 11.1, Funds Management***.

**10.2.1.3** Actions for disposal of severable items that will not be disposed of by clearing and grubbing shall be initiated within 120 days of possession except in the event the parcel is leased or an asbestos survey has yet to be obtained. Disposal is not required during the period of such lease.

**10.2.1.4** Properties acquired by advance acquisition or in the purchase of a rail corridor are temporarily exempt from **10.2.1.3** to allow severable items to remain with the structure for future leasing purposes. Periodic inspections must be performed for security and maintenance purposes. If not leased, inspections must be conducted at a minimum of every 120 days.

**10.2.1.5** The District Right of Way Administrator, Property Management shall review inventory updates of properties which are not leased to determine if vandalism is occurring. If vandalism occurs, the administrator shall take necessary measures to ensure the building is secure from further entry. If the property continues to be vandalized or becomes a public hazard, the remaining severable items should be disposed of in accordance with Section **10.2.1.2** and **10.2.2**. Nine months before construction is scheduled to begin, **Sections 10.2.1.1** through **10.2.1.3** will become effective for all rail corridor and advance acquisition properties which are within the right of way limits for the project, unless vandalism occurs prior to this time.

## **10.2.2 Retention by FDOT and Transfer to Other Agencies**

If there is a need by FDOT or a request is received from another agency, severable items may be retained by FDOT or transferred to other governmental entities. If the property to be transferred to another governmental entity is to be used for a public purpose, the transfer may be conducted without consideration, with the official file so documented. If transferred within FDOT or to other governmental agencies, the transaction is to be made with **Form No. 575-060-02, Cash Receipt Form**. Distribution of this form is as follows:

- (A) Original to the recipient of the item;

- (B) Copy signed by recipient is retained in the official record file.

### 10.2.3 Estimate of Value Considerations

**10.2.3.1** The sales price of an improvement or severable item may not be less than the estimate of value. If the improvement/severable item is valued at more than \$50,000, the sales price must be determined by an FDOT approved appraisal. The appraisal fee shall be paid by the winning bidder. If the estimated value of the improvement/severable item is \$50,000 or less, the district may use a staff or independent appraiser for the value determination.

**10.2.3.2** When using a salvage value estimate to determine the value of the improvement/severable item, the district should consider the following:

- (A) The salvage value is estimated by visual inspection, by comparison to similar improvements previously sold as salvage, and by reviewing the approved appraisal used for acquisition. When comparing improvements, consider the type of area, urban or rural, size, condition, quality, type of construction, and the marketability of the improvement. Three or more comparable sales should be used, if available. The salvage value estimate must be well documented, dated, signed by the evaluator, and retained in the official file.
- (B) If an item has no salvage value, a salvage value estimate of zero dollars (\$-0-) shall be prepared to document this.
- (C) To determine the salvage value of mobile, modular or manufactured homes, three or more comparable sales should be used, if available. When comparable sales cannot be found, estimates should be obtained from dealers in the area. Documentation of salvage value estimates shall be retained in the official files.

### 10.2.4 Contracting for Auction Services

FDOT may contract with an auction company for the conveyance of real or personal property, pursuant to **Section 287.055, F.S.** When utilizing auction services, FDOT must ensure the following provisions are considered:

- (A) There is a reserve of funds that is, at a minimum, equivalent to the property's estimate of value;

- (B) The contractor's percentage of payment appropriately reflects any responsibilities FDOT will assume (ex., conducting the closing, activities listed in the scope of services and contract deliverables, etc.);
- (C) The frequency of adequate status reports;
- (D) The manner in which the contractor will receive compensation for services (i.e., will FDOT pay the contractor directly or will the contractor retain a portion of the proceeds from the auction sale?); and
- (E) The percent of retainage FDOT will receive for the contractor's non-performance or deliverable deficiencies.

## 10.2.5 The Sale Closing

**10.2.5.1** The District Office or an authorized representative shall conduct the closing.

**10.2.5.2** FDOT shall receive from the purchaser the payment due on the sale in the form of cash, a cashier's check or other non-cancellable instrument. No personal checks will be accepted.

**10.2.5.3** The purchaser is to receive ***Form No. 575-060-02, Cash Receipt Form.***

**10.2.5.4** The following is to be forwarded to the District Records and Funds Management Office for processing by the District Financial Services Office (District 3 payments are processed by the FDOT Office of the Comptroller):

- (A) ***Form No. 575-060-02, Cash Receipt Form;***
- (B) Payment or payment balance received from the purchaser.

## 10.2.6 Demolition and Removal Contracting

**10.2.6.1** The districts may advertise for demolition contracts prior to obtaining title. The advertisement must contain a list of all applicable parcels.

**NOTE:** Demolition activities may begin on a parcel only after the Department holds title to the parcel.

**10.2.6.2** If improvements are not sold, after sale the prior owner has no rights retained or transferred by FDOT, FDOT may let a contract for demolition and removal by:

- (A) The acceptance of sealed bids after duly advertising; or
- (B) An area-wide contract coordinated with the District Procurement or Contractual Services offices.

The district may authorize a right of way consultant to let the contract on behalf of FDOT under the same terms and conditions to which FDOT must adhere.

**10.2.6.3** Demolition and removal of the improvements to clear the right of way takes place after the conclusion of any asbestos survey and abatement/removal work, if required. Refer to ***Right of Way Manual, Section 10.7, Asbestos Management***. Refer to ***Policy Statement No. 001-275-015, Disadvantaged Business Enterprise Utilization Policy*** on the hiring of DBE and MBE contractors.

- (A) When economically feasible, the District Office may store and dispose of improvements to the property to demolished properties independent of the sale for demolition and removal.
- (B) A record of the disposition of these improvements shall be documented pursuant to ***Right of Way Manual, Section 10.1, Inventory of Properties Acquired Through the Right of Way Process; Rodent Control Inspections; Maintenance***.

**10.2.6.4** When minus bids have been submitted, FDOT may opt to clear improvements by clearing and grubbing. ***Right of Way Manual, Section 10.7, Asbestos Management***, must be complied with prior to clearing and grubbing, and the District Secretary, or authorized designee, must give written approval of the use of this method.

**10.2.6.5** If the improvement is occupied, a written statement must be obtained from the occupant stating there is no objection to advertising for demolition and removal contract bids and providing the date the occupant intends to vacate the property. The requirement for a written statement may be waived by the District Right of Way Manager (DRWM), when in the public interest, provided no demolition activity is to be initiated before all occupants have vacated the property. The waiver should substantiate the reason for such a waiver and will usually be implemented to avoid a project delay.

**10.2.6.6** On projects with federal aid, minus contracts exceeding \$2,000 require compliance with ***29 C.F.R., Subtitle A, Part 1, Davis/Bacon Act***, regarding the payment of predetermined minimum wages to certain employees and ***29 C.F.R., Subpart 3, Copeland Regulations***, regarding the submission by the contractor of payrolls and

payroll information. These requirements are set forth in *the Form No. 575-060-04, Demolition and Removal Contract Minus Contract*. The District Office shall be responsible for determining that wages are paid at levels established in *Exhibit A* to the *Form No. 575-060-04, Demolition and Removal Contract Minus Contract* and for reviewing payroll records submitted to the District Office to ensure compliance with requirements of these regulations. Information on the *Federal Wage Rate Table, Exhibit A*, can be obtained by contacting:

Florida Department of Transportation  
Contracts Administration Office  
[Contracts.admin@dot.state.fl.us](mailto:Contracts.admin@dot.state.fl.us)  
Burns Building  
605 Suwannee Street, MS-55  
Tallahassee, FL 32399

## 10.2.7 Preparation for Bid Proposal

**10.2.7.1** Prior to the advertisement period, an information bulletin containing bid specifications shall be prepared and distributed to each potentially interested bidder. The bulletin must contain:

- (A) A description of the property;
- (B) Bidding procedures;
- (C) Performance bond information - performance bond to be provided by the contractor upon submission of the executed contract. This shall include a statement that the contractor is responsible for notifying the bond company that all correspondence relating to the bond should be sent to a designated individual or office at the District Office address.
- (D) Liability insurance in an amount deemed sufficient by the district and worker's compensation insurance requirements. If the bidder employs one (1) or more employees, worker's compensation insurance coverage must be carried;
- (E) Contractual terms;
- (F) ***Affidavit, Form No. 575-060-03***, that the successful bidder will have to sign stating that the bidder had not participated in collusion or bid rigging. For jobs which include federal aid, in lieu of ***Affidavit, Form No. 575-060-03***,

**Form No. 575-060-13, Non-Collusion Declaration and Compliance with 49 C.F.R. 29**, shall be included for signature by the bidder to meet this requirement;

- (G) Where the bid package forms may be obtained, if not included in the information bulletin;
- (H) Notice and details which provide for every bidder's opportunity to inspect the site before bidding;
- (I) A statement that the bid which is in the best financial interest of FDOT will be selected;
- (J) A statement that FDOT reserves the right to cancel the award of any contract at any time, without liability to FDOT. The contractor shall be compensated for any work satisfactorily completed at the time of cancellation. This shall be specified in the bid package as well as in the contract. Cancellation should be previewed by the District's Office of the General Counsel beforehand;
- (K) If a bid bond is required, a statement that FDOT reserves the right to retain for 50 days the second best bidder's bond;
- (L) An affidavit which the bidder must sign certifying that all vehicles used by the contractor are registered and in compliance with **Chapter 320, F.S.** The certification must be submitted to FDOT on a notarized affidavit. **Form No. 700-010-52, Contractors Affidavit - Vehicle Registration** may be used for the affidavit;
- (M) A statement that the **Form No. 575-060-07, Contract Completion Report**, shall be completed by the contractor and delivered to the district within five (5) working days of completion of the demolition or removal or approval by the local government authority, if required. This report shall state the following:
  - (1) The date the work began and ended;
  - (2) The contractor certifies the work under the contract has been completed according to contract requirements;
  - (3) All materials, labor, and other charges against the project have been

paid in accordance with the contract;

- (4) No liens have been attached against the project;
  - (5) No suits are pending by reason of work on the project;
  - (6) All workers' compensation claims have been settled;
  - (7) No public liability claims are pending; and
  - (8) Any exceptions to items 1 through 7.
- (N) Information on **Chapter 120, F.S.** protest rights and the time frames for filing a bid protest.

**10.2.7.2** Any criteria for precluding previously delinquent bidders from bidding shall be defined clearly in the bid package. If a bidder was delinquent in completing work with FDOT in the past, the contractor may be considered ineligible to bid. Notification shall be provided to the delinquent contractor at the time the contractor fails to meet the terms of the contract to provide due process for subsequent denial pursuant to **Section 337.16, F.S.** However, if there were extenuating circumstances, a letter of explanation is to be prepared by the District Office and included in the bid package. The District Office is responsible for determining if the extenuating circumstances provide a justifiable reason for such delinquency and if, therefore, this delinquency should not be considered a reason for subsequent denial.

**10.2.7.3** If the bidder employs one (1) or more employees, worker's compensation insurance coverage shall be carried. A certificate from an eligible underwriter indicating proof of coverage shall be submitted with each bid to ensure required coverage is properly maintained.

**10.2.7.4** The District Office should maintain a current list of available State of Florida certified general contractors. Bid specifications may be mailed to the contractors with the appropriate level license prior to the bid opening to solicit bids.

## **10.2.8 Opening Sealed Bids and Bidder Selection**

**10.2.8.1** Sealed bids shall be received by the District Office or an authorized representative. Bids shall remain sealed in a locked file cabinet until time of transport to the bid opening. Bids may be opened at the District Office, county courthouse, or any location convenient to the general public. The bid opening must be at the location

specified in the advertisement.

**10.2.8.2** The bid amount, name of bidder, item/segment, and parcel number(s) shall be recorded on the ***Bid Tabulation Sheet***, which is in the bid package.

**10.2.8.3** If a bid bond is required, the second best bidder's bond should be retained by FDOT for no more than fifty (50) days (in the event the best bidder fails to perform the work for any reason) for purposes of using the next best bid without re-advertising. This will help minimize any negative impact on the production schedule. However, all bids should be retained as part of the official file.

**10.2.8.4** The District Office may consider bids non-responsive if found to be irregular or not in conformance with requirements and instructions contained in the bid package. In these situations, consultation shall be made with the District Counsel and Contractual Services Office.

**10.2.8.5** Bids may be rejected due to a prior history of poor performance. Criteria for exclusion includes unsatisfactory performance of a contract or failure to timely complete work as defined in the contract, as well as those items specified in ***Section 337.16(2), F.S.*** Denial of the right to bid shall be delivered, in writing, to the bidder and shall inform the bidder of his/her right to a hearing, the procedure which must be followed and applicable time limits. The written denial shall specify the reasons for the bid rejection. The DRWM shall concur, in writing, in the bid rejection. Bid rejections shall be documented in the official file.

**10.2.8.6** Written justification of rejection of the best bid shall accompany the bid package. Any disqualified bidder shall also be disapproved as a subcontractor by FDOT.

## **10.2.9 Contracts**

**10.2.9.1** All contract terms shall be previewed by District Counsel and final legal approval shall be secured before execution of the contract by FDOT and after execution by the contractor. Provisions for the erection of berms, fences, or signs to discourage dumping may be included in the demolition contract at the discretion of the District Office. No demolition shall begin prior to execution of the contract. If work is to be performed after the contract expires, an extension of contract shall be submitted. See ***Section 10.2.15***. All contracts shall:

- (A) Have all blanks on the contract form completed;
- (B) Have, as consideration, a dollar amount equal to the bid amount plus any

applicable state sales tax (for plus bids), unless the contractor provides a tax exemption number;

- (C) Contain verified item/segment and parcel numbers;
- (D) Contain the contractor's federal identification number on page one of all copies;
- (E) Contain the name of the contractor on page one of all copies, such name being consistent with the signature of execution. Signatures shall be as follows:
  - (1) An individual shall sign for himself/herself or attach a power of attorney if the instrument is executed by an agent;
  - (2) Any member of a partnership may sign the contract. The partnership name shall appear above the signature, and the person signing should denote himself/herself as a partner;
  - (3) If the contractor is a corporation, the president or vice president shall sign the contract. The name of the corporation shall appear above the signature; or
  - (4) If the contractor is a limited liability corporation, a listed member on [www.sunbiz.org](http://www.sunbiz.org) shall be noted.
- (F) FDOT shall reserve the right to cancel the contract at any time without liability to FDOT. In the event of cancellation the contractor shall be compensated for any work completed satisfactorily at the time of cancellation.
- (G) The contractor shall have ten (10) calendar days in which to execute the contract and provide performance bonding after being notified of award of the contract. Performance bonds shall be submitted with the executed contract.

**10.2.9.2** Contracts are assigned a number by the District Office.

**10.2.9.3** If the district elects to use a district wide contract, this should be coordinated with the District Procurement Office.

**10.2.9.4** Upon receiving approval from the FDOT Office of Comptroller, Financial Management Office, Contract Funds Management, the district may proceed with the signing of the **Form No. 575-060-04, Demolition and Removal Contract Minus Contract**. After execution, one (1) original fully executed contract and one (1) copy of the approved contract, or the contract status change form, shall be submitted to the FDOT Office of Comptroller, Financial Management Office, Contract Funds Management.

**10.2.9.5** After selection of a responsive bidder for plus bids, where the selected bid requires some payment of funds to FDOT, the district may proceed with the signing of **Form No. 575-060-05, Demolition and Removal Contract Plus Contract**.

### **10.2.10 Performance Bonds and Forms No. 575-060-06 and 575-060-10**

**10.2.10.1** A performance bond to cover the contract shall be required of the successful bidder upon submittal of the executed contract by the contractor. The bond may be a surety bond or a cash bond. All bonds shall provide for compliance with **section 337.18, F.S.**: prompt, faithful, and efficient performance according to the plans and specifications within the time period specified; prompt payment of all persons defined in 713.01 F.S. furnishing labor, material, equipment, and supplies for work provided in the contract.

**10.2.10.2 Form No. 575-060-06, Payment and Performance Bond (Surety)** shall be used to establish a surety performance bond. For surety bonds:

- (A) The surety on the bond shall be a surety company authorized to do business in Florida. If the bond is signed by an out-of-state agent, it shall be countersigned by a Florida agent;
- (B) All surety bonds are made payable to FDOT;
- (C) The bond shall be adequate to cover the contract;
- (D) The bond and execution of the bond shall reflect the same name that is on the contract. The surety's resident agent's name and address and telephone number shall be on the face of the bond;
- (E) The date on the bond shall be current. This date should be no more than one month from the date of the bid letting;
- (F) All surety bonds shall be reviewed and approved by District Counsel prior to execution of any demolition and removal contract. Documentation of this

review and approval shall be retained in the district's official file.

**10.2.10.3 Form No. 575-060-10, Performance Bond (Cash)** shall be used to establish a cash performance bond. For cash bonds:

- (A) If the demolition or removal contract is \$25,000 or less, the bidder may provide a cash bond as surety. Cash bonds shall be in the form of a cashier's check or other non-cancelable instrument.
- (B) If the demolition or removal contract is \$25,000 to \$150,000 the district may accept a surety bond in the form of cash.
- (C) The bond amount, check number, and bank on which it is drawn should be indicated on **Form No. 575-060-10, Performance Bond (Cash)**.
- (D) The bond shall be logged as "received" with appropriate follow-up should the instrument have an expiration date.
- (E) Cash bonds will be held in the District Office until receipt of a **Form No. 575-060-07, Contract Completion Report** from the contractor (and approval by the district and if required, the local government authority) that the work has been completed satisfactorily. Disposition of the cash bond shall be appropriately recorded upon return to the contractor.

**10.2.10.4** For a plus contract, the bond amount shall be the estimated cost to demolish and remove the improvement(s) as determined by the District Office.

**10.2.10.5** For a minus contract, the bond amount shall be the contract amount or \$300, whichever is greater.

## **10.2.11 Performance of Demolition and Removal**

**10.2.11.1** The successful bidder may not begin work until he/she receives the Notice to Commence. This notice shall be sent to the bidder by Certified Mail, Return Receipt Requested email or hand delivered. Proof of receipt shall be placed in the official file.

**10.2.11.2** In order to facilitate the disconnection of utilities, the District Office or the contractor shall notify the utility companies of the date on which demolition and removal services are scheduled to begin and request disconnection. If no utility disconnections are necessary, the official file shall be so documented.

**10.2.11.3** The district or contractor shall be responsible for providing the required National Emissions Standards for Hazardous Air Pollutants (NESHAP) notification to the Local Air Program Office (LAPO) or Florida Department of Environmental Protection (FDEP), in accordance with the ***Right of Way Manual, 10.7, Asbestos Management***. The contractor shall begin work on the date specified in the NESHAP notice. If submitted by the contractor, a faxed, emailed or hand delivered copy must be sent to the district prior to the demolition start date.

**10.2.11.4** Monitoring of the demolition or removal contract by the district shall be documented in writing and maintained in the official file. Photographs may be used to support written documentation.

**10.2.11.5** A contractor shall complete a ***Form No. 575-060-07, Contract Completion Report***, upon satisfaction of the contract as determined by the district, and if required, the local government authority.

**10.2.11.6** Upon satisfactory completion of services and completion of the ***Form No. 575-060-07, Contract Completion Report***, the cash bond shall be returned to the contractor, or the surety company shall be notified to terminate the bond.

## **10.2.12 Extension of Time, Supplemental Agreements, and Authorization for Additional Work**

**10.2.12.1** In the contract, FDOT shall give the contractor sufficient time to complete the required services. Failure to complete the contractual obligations on time may constitute default. The contractor may be liable for liquidated damages pursuant to ***Section 337.18, F.S.***, if the contractor is delinquent in completing his/her contractual obligations. Additional penalties and daily liquidated damages may be assessed for failure to timely complete solely state-funded jobs in accordance with ***Section 337.18, F.S.*** These shall be fully addressed in the contract.

**10.2.12.2** An extension of time may be granted only upon the full execution of a supplemental contract.

- (A)** The DRWM shall be notified in writing by the District Right of Way Administrator, Property Management of any extension, with a brief explanation of the circumstances.
- (B)** Any supplemental agreement modifying any item in the original contract shall be approved and executed by the District Secretary or authorized designee.

- (C) All supplemental agreements shall receive the District Counsel's approval prior to execution by the district. The Contractual Services Office may also be asked to review supplemental agreements.

**10.2.12.3** If a change or addition is needed, the District Office shall prepare the appropriate document for execution by the contractor and the District Secretary or authorized designee.

**10.2.12.4** Additional work shall be approved only in instances where time considerations are critical to a project. All supplemental agreements for additional work shall be approved, in writing, by the DRWM prior to execution by FDOT. The approval shall include justification as to why the additional work is necessary in relation to the time frame for completion of the clearing of the parcel.

**10.2.12.5** Any change or addition to the contract which will cause any additional expenditure by FDOT will require fund approval from the FDOT Office of Comptroller prior to execution of the supplemental agreement by the district.

**10.2.12.6** If the supplemental contract increases the contract amount, it may be necessary to obtain additional performance bonding. The bond shall, at all times, cover the uncompleted amount of the total contract. The bonding agency shall sign any supplemental contract.

### **10.2.13 Payment on Contracts**

**10.2.13.1** For ***Form No. 575-060-05, Demolition and Removal Contract Plus Contract***, payment by the contractor shall be sent, immediately upon complete execution of the contract, to the District Records and Funds Management Office with one (1) fully executed contract for processing by the District Financial Services Office. District 3 payments are processed by the FDOT Office of Comptroller. Neither personal nor business checks are acceptable. Payment shall be by cashier's check or other non-cancellable instrument. A cash receipt is not required.

**10.2.13.2** For ***Form No. 575-060-04, Demolition and Removal Contract Minus Contract***, a request for payment shall be made to the District Records and Funds Management Office for processing by the FDOT Office of Comptroller, Disbursement Operations Office, or the District Financial Services Office. **NOTE:** The date of completion of work as stated on the contractor's invoice and ***Form No. 575-060-07, Contract Completion Report*** must be within the time period allowed in the Letter of Authorization (LOA) in order for the invoice to meet audit requirements and be paid.

**10.2.13.3** The request shall include:

- (A) An original and two (2) copies of the **Form No. 575-060-07, Contract Completion Report**, which contains the affidavit certifying the work was completed;
- (B) Original and three (3) copies of the contractor's invoice;
- (C) **Form No. 350-060-02, Receiving Report & Invoice Transmittal - Contract**; and
- (D) Bid Tabulation Sheet.

**10.2.13.4** The warrant shall be sent directly to the contractor unless other arrangements have been made.

**10.2.13.5** Costs are not to be billed for any work performed prior to the execution date of the contract nor for any work performed subsequent to the expiration date of the contract or contract extension.

## **10.2.14 Required Documentation**

**10.2.14.1** The following documentation shall be retained in the official file when documenting salvage value estimates and sale, retention or transfer of improvements:

- (A) Retention or salvage value estimate with three (3) comparable sales, if available, dated and signed by the evaluator;
- (B) Mobile home estimates when comparable sales cannot be found;
- (C) **Form No. 575-060-02, Cash Receipt Form**;
- (D) **Form No. 575-060-17, Release and Right of Entry Agreement for Asbestos Survey**, if applicable;
- (E) **Form No. 575-060-01, Property Inventory**; and
- (F) Payment or payment balance received from the purchaser.

**10.2.14.2** The following documentation shall be retained in the official file when a bid

package is used:

- (A) Advertisement and verification of publication;
- (B) Information bulletin, bid specifications;
- (C) Notice of **Chapter 120, F.S.** protest rights;
- (D) Letter(s) to utilities or documentation that such is not needed;
- (E) Special provisions, if applicable;
- (F) **Form No. 575-060-03, Affidavit** from the successful bidder stating that the bidder had not participated in collusion or bid rigging;
- (G) Certification from the successful bidder regarding worker's compensation, if applicable and liability insurance coverage along with the current insurance certificates;
- (H) Certification from the successful bidder regarding vehicle registration;
- (I) Bid Tabulation Sheet;
- (J) The successful bidder's bid proposal;
- (K) The DRWM's concurrence in any bid rejection(s).

**10.2.14.3** Additional documentation needed for the official file are:

- (A) One (1) executed contract or photocopy including supplemental agreements, authorizations for additional work, and executed **Form No. 575-060-03, Affidavit** or photocopy, **Form No. 575-060-13, Non-Collusion Declaration and Compliance with 49 C.F.R. 29** or photocopy for Federal Aid parcels, if any;
- (B) **Forms No. 575-060-06, Performance Bond (Surety)** or **No. 575-060-10, Performance Bond (Cash)** documentation of review and approval by the District Counsel, and power of attorney if a surety bond or **Form No. 575-060-02, Cash Receipt Form** if a cash bond;
- (C) **Form No. 575-060-02, Cash Receipt Form**, if a plus contract;

- (D) **Form No. 575-060-07, Contract Completion Report;**
- (E) Contractor's invoice, if a minus bid;
- (F) Monitoring documentation.

## **TRAINING**

Right of Way Training Program participants will be trained on the activities required by this Section during the Property Management segment of the FDOT Fundamentals of Right of Way Course.

## **FORMS**

The following forms are available through the FDOT Forms Library:

350-060-02, Receiving Report & Invoice Transmittal - Contracts  
575-060-01, Property Inventory  
575-060-02, Cash Receipt Form  
575-060-03, Affidavit  
575-060-04, Demolition and Removal Contract Minus Contract  
575-060-05, Demolition and Removal Contract Plus Contract  
575-060-06, Performance Bond (Surety)  
575-060-07, Contract Completion Report  
575-060-10, Performance Bond (Cash)  
575-060-13, Non-Collusion Declaration and Compliance with 49 C.F.R. 29  
575-060-17, Release and Right of Entry Agreement for Asbestos Survey  
700-010-52, Contractor's Affidavit - Vehicle Registration