

Review and Administration Manual



January 2024

Final Estimates

State Construction Office
Florida Department of Transportation



Table of Contents

1.1	PURPOSE.....	5
1.2	AUTHORITY.....	5
1.3	REFERENCES.....	5
1.4	SCOPE.....	5
1.5	REVISIONS AND ADDITIONS.....	6
1.6	ADOPTED REVISIONS AND ADDITIONS FOR MANUAL UPDATES.....	6
1.7	ELECTRONIC DATA STORAGE.....	7
1.8	TRAINING.....	7
1.9	FORMS.....	7
2.1	PURPOSE.....	8
2.2	DEFINITIONS.....	8
2.3	DFEO FUNCTIONS.....	8
2.3.1	Track Unpaid Bill Notices.....	8
2.3.2	Education and Training.....	9
2.3.3	Development of Final Estimates Procedures and Guidelines.....	9
2.3.4	Payment Accuracy and Documentation Review.....	10
2.3.5	Establish Processing Priority of Final Estimates Documentation.....	11
2.3.6	Final Estimates Status Updates.....	11
(A)	Status Categories.....	12
2.3.7	Submit Pass Package.....	12
3.1	PURPOSE.....	13
3.2	DFEO QUALITY CONTROL PLAN.....	13
3.3	DFEO RESPONSIBILITY.....	13
3.4	FINAL ESTIMATES QUALIFICATION PERFORMANCE SYSTEM.....	13
3.5	DFEO REVIEWER FUNCTIONS.....	13
(A)	Prepare.....	14
(B)	Initial Review.....	14
(C)	Overview.....	14
3.6	REVIEW MARKING CONVENTIONS.....	14
(A)	Resident Level Responsibilities.....	14
(B)	District Level Responsibilities.....	14

3.7	DFEO REVIEW TYPES.....	15
3.7.1	IA Reviews.....	15
(A)	Frequency of IA Reviews	15
(B)	IA Review Procedure	15
(C)	IA Documentation	16
3.7.2	QC Reviews.....	16
3.7.3	PARs	16
(A)	Frequency of PAR Reviews	17
(B)	Review Procedure.....	17
(C)	PAR Documentation	17
(D)	PAR Quarterly Reports	18
3.8	NON-COMPLIANCE.....	18
3.8.1	Procedural Error	18
3.8.2	Strike	18
3.9	SUSPENSIONS	18
(A)	1st Strike.....	18
(B)	2nd Strike.....	19
(C)	3rd Strike	19
3.10	ATTACHMENT	19
4.1	PURPOSE.....	20
4.2	PROCEDURE	20
4.3	Final Estimates Processing	23
4.4	Detailed Review Process for Final As-Built Plans and Final Estimates Items	24
4.5	Findings.....	28
5.1	PURPOSE.....	29
5.2	REFERENCES.....	29
5.3	PROCEDURES	29
5.3.1	Offer Letter Review.....	29
5.3.2	Fund Unencumbrance	30
5.3.3	Document Review	30
5.3.4	Local Funded Agreement (LFA)	30
(A)	Tentative Acceptance Agreement.....	30

5.4	CONTRACTOR'S ACCEPTANCE OF THE FINAL ESTIMATE.....	31
5.4.1	Regular Acceptance	31
5.4.2	Qualified Acceptance.....	31
5.5	CONTRACTOR'S AFFIDAVIT AND SURETY RELEASE	32
5.5.1	Requirements, Page One	32
5.5.2	Requirements, Page Two	32
5.5.3	General Counsel Document Review.....	32
5.5.4	Contracts Completed by Surety.....	33
5.5.5	Unpaid Bills.....	33
5.6	NOTIFICATION OF FINDINGS DUE TO ADDITIONAL REVIEW	34
5.6.1	Correcting Final Estimates Documentation.....	35
5.7	SUSPENSION PROCEDURES.....	36
5.7.1	Required Documents Not Received within 80 Days	36
5.7.2	Required Documents Not Received within 90 Days	37
5.7.3	Response to NOF Not Received	38
5.8	RECOVERY OF OVERPAYMENTS.....	38
5.8.1	No Response from Contractor after 60 Days.....	38
5.8.2	No Response from Contractor after 90 Days.....	38
5.8.3	No Response from the Contractor after 120 Days.....	38
5.8.4	Receipt of Overpayment Check from Contractor	39
5.8.5	Uncollectible Debt.....	39
5.9	OFFSETTING PAYMENTS	39
5.9.1	District Authorization.....	39
5.9.2	Identify Donor Contract.....	40
5.10	FORFEITURE OF AMOUNTS DUE	40
5.10.1	Exemption from Forfeiture	40
5.10.2	Forfeiture Requirements	41
5.10.3	Forfeiture and Contract Closure	41
5.11	PASS PROCESS	41
5.11.1	Pass Packages.....	42
5.11.2	Qualified Acceptance Management and Tracking Qualified Acceptance Issues	42
5.12	CONTRACT CLOSURE	43

5.12.1	Value Added Contracts.....	43
5.12.2	Terminated Contracts	44
5.12.3	Time Limit on Lawsuits	44
5.12.4	Notification of Impending Closure.....	44
5.12.5	Notification of Contract Close Out	44
5.12.6	Closing Memorandum from General Counsel’s Office.....	45
5.12.7	Contract Closure due to Regular Acceptance by Contractor	45
5.12.8	Final As-Built Plans	45
5.12.9	Project Collaboration Site	45
5.12.10	Unpaid Bills Notice from Subcontractor	45
5.13	ATTACHMENT	45

Chapter 1

INTRODUCTION

1.1 PURPOSE

The procedures outlined in the ***Review and Administration Manual (RAM)*** are intended to assist the Florida Department of Transportation (FDOT) District Final Estimates Office (DFEO) staff in the review of final estimates and performance of administrative contract closeout. This manual provides the DFEO staff with a statewide system of standards and methods for reviewing ***Final Estimates Documentation*** and ***Offer Letters*** to Contractors.

The information provided in this manual is not intended to supersede or circumvent pertinent ***Specifications, Special Provisions, Contract Plans***, or other governing authority.

1.2 AUTHORITY

Sections [20.23\(3\)\(a\)](#) and [334.048\(3\)](#), Florida Statutes (F.S.)

1.3 REFERENCES

Construction Project Administration Manual (CPAM)

Construction Training Qualification Manual (CTQM)

FDOT Standard Plans

FDOT Standard Specifications for Road and Bridge Construction

Procedure 350-020-305, Partial Utility Refund/TAA

Procedure 350-060-303, Accounts Receivable

Procedure 350-080-300, Receipt Processing

Rules 14-22.012, 14-22.0141, and 14-24.001, Florida Administrative Code (F.A.C.)

Sections 337.16, 337.19, 337.141, 337.145, 337.185, and 120.57, F.S.

1.4 SCOPE

This manual applies to all Construction and Final Estimates personnel charged with the responsibility of verifying final pay quantities and effecting final contract payment and closeout.

All instructions outlined in this manual have been coordinated to aid and support the ***Specifications, Special Provisions***, and policies of Design, Construction, and Final Estimates, presently accepted by the Department. However, due to the dynamic nature of the foregoing, current plan notes and Department directives will take precedence

over these procedures in case of discrepancy. All such conflicts must be brought to the attention of the State Final Estimates Engineer (SFEE), so the procedures can be updated.

1.5 REVISIONS AND ADDITIONS

Comments and suggestions may be submitted to the State Final Estimates Office (SFEO) at:

Mailing Address:
605 Suwannee Street
Mail Station 31
Tallahassee, FL 32399-0450

E-mail Address:
CO-FinalEstimateSection@dot.state.fl.us

Fax Address:
Outlook Fax (850) 412-8021
Regular Fax: (850) 414-4784

Comments are collected throughout the year. Suggestions received by the SFEO will be reviewed in a timely manner. A written reply and action explanation to each written suggestion and comment will be made by the SFEO. Items warranting immediate change will be made upon the approval of the SFEE. Otherwise, changes will be incorporated during the next scheduled revision.

This manual and all revisions and additions can be accessed on the State Construction Office (SCO) website.

1.6 ADOPTED REVISIONS AND ADDITIONS FOR MANUAL UPDATES

The most recent version of this manual, reflecting the adopted change(s) will be placed on the SCO Website. The revisions will be reflected in the [Historical Files](#).

Periodically, it may be necessary to include a new subject or make substantial revisions that are not adequately addressed within the current manual. When this occurs, it will be necessary to produce new sections or chapters in the manual. The new sections or chapters will be placed on the SCO website.

All major revisions and additions to this manual will be reviewed by the District Final Estimates Managers (DFEMs) and any other office affected prior to implementation. Final approval is obtained from the SFEE. New chapters and sections or revisions that result in policy or substantive procedural change, as determined by the DFEMs, will be processed in a timely manner.

1.7 ELECTRONIC DATA STORAGE

The **Electronic Document Management System (EDMS)** is utilized to archive and electronically index all documentation for projects. The electronic documentation is stored to replace any paper documents required for use throughout the project. When a question arises as to the requirement for hard copy documents on a project, the following method of operation will be observed:

- (A) When a hard copy of support documentation is successfully scanned into the **EDMS** system, the electronic version will be accepted without requiring the hard copy to be filed or accompany the **Final Estimate Documentation**. The electronically stored data, which is suitable under the District's QC Program, is accepted as the required hard copy data. Hard copies will be required for any necessary data not scanned into **EDMS** for projects let before July 2016. This process for electronic distribution and storage of documents will, where applicable, replace the requirements of paper copies as called for throughout this manual. Electronic **Final Estimates Documentation** is required, and hard copies will not be accepted for projects let after July 2016.
- (B) Raw data sheets used to calculate final estimate adjustments (such as the **Form 700-050-71, Asphalt Concrete Pay Item Reduction Sheet**) are required to be submitted into **EDMS** when used.

The Department has implemented **Project Solve SharePoint (PSSP)**. **PSSP** is a SharePoint based collaboration site for use by all project stakeholders. **PSSP** supports a paperless environment by providing a way to store, share, and process project related documents electronically. Workflows are built-in for approvals and storage into **EDMS**. Documents submitted through **PSSP** do not need to be submitted with the final estimate or entered in **EDMS** directly.

1.8 TRAINING

Training in the preparation of **Final Estimates Documentation** is provided through the Department's Construction Training Qualification Program (CTQP). Information on the courses and current training dates can be found on the SCO website under the title of [Training](#).

1.9 FORMS

The forms referenced in this manual can be found on the Department's website: <http://www.fdot.gov/construction/FinalEstimates/FEdocs.shtm>. Official forms provided by the Department are not to be altered or modified.

Chapter 2

DISTRICT FINAL ESTIMATES OFFICE (DFEO)

2.1 PURPOSE

The purpose of this procedure is to outline the activities of the DFEO, as organized under the DFEM. This procedure addresses the various tasks involved in verifying final pay records and details the activities of the DFEO and its relationships to other Department functions.

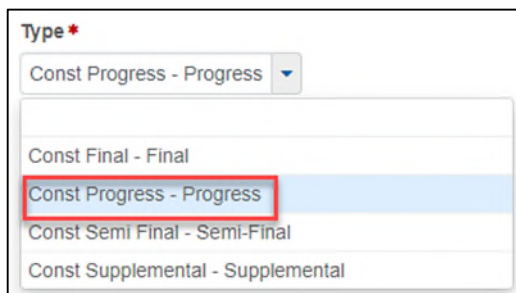
2.2 DEFINITIONS

Final Estimate: This is the Department’s official estimate of the final amount of monies due the Contractor under the contract. This estimate accompanies the **Offer Letter**. Additional final estimates may be used to pay a Contractor for a late approved Supplemental Agreement (SA), Retainage, or Notification of Findings issued after the **Offer Letter**.

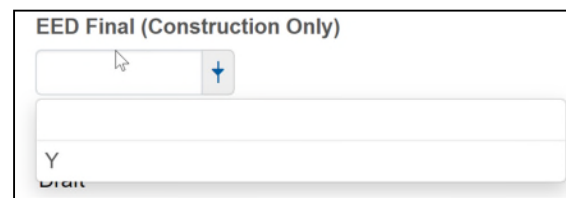
Progress Estimate: A progress estimate is generated to pay the Contractor for the portion of work completed and accepted by the Engineer each month. This is also called a monthly estimate.

Retainage: A percentage of the Regular Work that is deducted from the Contractor’s pay estimate. The Department will determine the amount retained in accordance with **Specifications Section 9-5.1**.

NOTE: Use the “EED Final (Construction only)” selection with “Const Progress-Progress” estimate type option when processing all estimates in AASHTOware Project Construction (PrC). Don’t use the “Const Final-Final” estimate option in PrC as the system will not allow additional changes and will close out the contract.



A screenshot of a software interface showing a dropdown menu for the field 'Type *'. The menu is open, displaying several options: 'Const Progress - Progress', 'Const Final - Final', 'Const Progress - Progress', 'Const Semi Final - Semi-Final', and 'Const Supplemental - Supplemental'. The 'Const Progress - Progress' option is highlighted with a blue background and a red rectangular border.



A screenshot of a software interface showing a dropdown menu for the field 'EED Final (Construction Only)'. The menu is open, displaying a single option: 'Y'. The option is highlighted with a blue background.

2.3 DFEO FUNCTIONS

2.3.1 Track Unpaid Bill Notices

Throughout the life of the Contract, subcontractors or material suppliers may notify the Department of alleged nonpayment from the prime contractor.

The Department is required by Florida law to keep a record of all notices of non-payment, along with the disposition of each complaint. To meet this requirement, the Department maintains a record of each notice of non-payment in the **Unpaid Bills Tracking System** located on the **Construction Automated Reporting System (CARS)** Menu. The entries will consist of claims from subcontractors, subordinate subcontractors, and material suppliers on construction contracts let by both the Central Office and the Districts. The DFEM will update this file by adding a record for new complaints or by resolving a record for satisfied complaints. A complaint will be considered resolved when the Resident Office (RO) or District Construction Engineer (DCE) notifies the DFEM that the claim has been paid unless good cause has been determined by the DCE.

- (A) **CPAM 6.1** details the process for unpaid bills during construction.
- (B) The RO will ensure the DFEM is included in all correspondence, so the **Unpaid Bills Tracking System** can be maintained.
- (C) [RAM 5.5.5](#) details the process for unpaid bills after final acceptance.

2.3.2 Education and Training

An important function of the DFEO is to provide training.

- (A) DFEO personnel are given instruction in final estimates review and contract closeout on an as needed basis by the DFEM. It is the DFEM's responsibility to make provisions for the necessary training.
- (B) The DFEO staff will provide personal, on-site assistance to the Project Administrator (PA) on request - before, during, and after construction - to establish methods for obtaining the most accurate final pay quantities possible.
- (C) DFEO personnel will hold a Final Estimate Kick-off Meeting with project staff prior to construction on each contract, if needed. The Final Estimate Kick-off Meeting will be used to communicate new final estimates processes, form and procedure updates, project specific pay item concerns, and recent findings on Quality Control (QC) Reviews, Independent Assurance (IA) Reviews, and Process Reviews.

Personnel involved in **Final Estimates Documentation** and preparation operations also have classroom style training opportunities through the CTQP. More information is available on the [Office of Construction Training Website](#) and within [CTQM Chapter 9](#).

2.3.3 Development of Final Estimates Procedures and Guidelines

- (A) The DFEM provides notification to the (DCE), the Resident Engineer (RE), and the PA of errors in the final estimate caused by misinterpretation of the

Specifications, plan details, computer outputs, etc. This is done to avoid the same types of errors in the future. Post Audit Reviews (PAR) and IA Reviews are utilized to provide evaluations of the Final Estimates Process.

- (B) The DFEM reviews drafts of the **CPAM** and **RAM** and provides comments.
- (C) The DFEO staff will offer suggestions to the SFEO for specification changes and/or corrections to clarify intent and eliminate problem areas in the methods of measurement and basis of payment.
- (D) The DFEO staff will monitor the **Standard Plans** for clarity and conformity with specification intent, as related to measurement and payment, and offer suggestions to the SFEO to eliminate ambiguities.
- (E) The DFEM is tasked with identifying problem areas in policy, procedure, and Department workflow systems and with assisting the SFEO and District Management in developing practical and efficient resolutions.

2.3.4 Payment Accuracy and Documentation Review

The prime operating objective of the DFEO is to perform engineering reviews of the **Final As-Built Plans** and pay quantities on all contracts handled by their District. These reviews will be performed in the following methods, as appropriate, for specific contracts (see [RAM 3](#) for further information).

- IA Reviews
- QC Reviews
- QC Plan guidelines for receiving and maintaining Final Estimates Documentation
- PARs for selected projects

Regardless of the type of review, the objective of each will include:

- (A) Verifying that final pay quantities have been derived in accordance with the **Special Provisions**, **Contract Plans**, the applicable edition of the **Specifications**, and FDOT procedures, primarily **CPAM**. This includes verifying that final pay quantities for each pay item are accurate, as defined in the **Basis of Estimate Manual**, and adhere to appropriate methods of measurement and basis of payment as defined in the **Specifications**.
- (B) Confirming final pay quantities are mathematically correct within practical limits and conform to sound engineering practices.
- (C) Establishing that site source records, final measurement forms, and tabulation forms are correct and complete, reflect the approved constructed conditions, and observe the neat lines of the plans.

- (D) Determining that contract documents, affidavits, and certifications are correct and properly executed.
- (E) Verifying that contract and line item adjustments were applied correctly.

2.3.5 Establish Processing Priority of Final Estimates Documentation

The need for establishing the processing priority of **Final Estimates Documentation** comes from [Section 337.141, F.S.](#), which provides for the payment of interest to the Contractor by the Department for delay in making final payment. See [5.11.1\(A\)\(1\)](#) for details on calculating the Payoff Date.

The DFEM will assign jobs to the Overviewer based on priority using the following guidelines:

- (A) A priority job is defined as a job with all contract required documents submitted and approved. Assign these contracts first.
- (B) Once all priority jobs are assigned, the job with the oldest final acceptance date is normally the next job assigned by the DFEM to the Overviewer.
- (C) Exceptions to this assignment rule can occur when a Contract becomes a priority job by virtue of the Contractor's compliance with the Department's document submittal requirements.

2.3.6 Final Estimates Status Updates

The DFEO will track the Contractor's acceptance of the **Offer Letter**. For further information, see [RAM 5.4](#).

The **Final Estimate Status (FES)** application is used by Final Estimates staff to track QC Review findings during construction, Contract Status, Payoff Date, and PAR findings during the contract closeout process. This system will generate **Forms 700-050-26 Final Interest Payment Log, 700-050-28 Estimates Office Record of Final Plans and Documents**, and the **PAR Report**. The **FES** application can also be used to generate District status reports and the Quarterly PAR report for tracking compliance with performance measures. For more information on this system, see the [Final Estimate Status – User Guide](#).

Form 700-050-28, Estimates Office Record of Final Plans and Documents will be initiated by the RO to start the status reporting process unless it has already been created by the DFEO when performing QC Reviews. The **Final Estimate Status Reporting System** will continue to be updated by the DFEM to provide accurate information on the status of the contract close out.

(A) Status Categories

- (1) UNDER CONSTRUCTION – Initial status for all contracts
- (2) FINAL ACCEPTED– Construction Complete, Job in Resident Office
- (3) FE DOC NOT SUBMITTED– Final Estimates Documentation Not Received as Required by DFEO
- (4) SUBMIT – Final Estimate has been submitted to Contractor for their review and acceptance
- (5) FE DOCUMENTATION RECEIVED – Submitted to DFEO
- (6) NEW – Final Estimate Being Checked
- (7) ADD. FIND. – Verify Changes, prepare for Submit to Contractor
- (8) BEING HELD FOR INFORMATION
- (9) RESERVE – Contractor has submitted a Qualified Acceptance Letter indicating a claim
- (10) PASSED – Comptroller has been advised to pay/close Contract
- (11) PAID OFF – Contractor has received final payment/Closed

2.3.7 Submit Pass Package

The DFEO will assemble and forward the pass package to the Comptroller's office. See [RAM 5.11.1](#) for additional instructions.

Chapter 3

DFEO REVIEWER FUNCTIONS AND REVIEW TYPES

3.1 PURPOSE

To define the DFEO Reviewer Functions and DFEO Review Types. Reviews are critical to minimize the Department's exposure to the risk of overpayment errors and interest on delayed payments. The DFEO review processes apply to all Construction contracts.

3.2 DFEO QUALITY CONTROL PLAN

Each DFEO is required to have a QC plan per **CPAM 3.5**. All reviews by the DFEO will adhere to the District specific QC plan processes and the requirements of the **Review and Administration Manual (RAM)**.

3.3 DFEO RESPONSIBILITY

The DFEO will provide training and updates to all Construction Engineering and Inspection (Department and Consultant) staff when procedures change, or repetitive errors are found during reviews. The DFEO will ensure information is provided for preparing and submitting the **Final Estimates Documentation**, **Final As-Built Plans**, and the **Offer Letter**. It is the responsibility of the DFEO to maintain a high standard of communication through in-person and/or webinar trainings and [contact mailer](#) distribution to increase the successful completion of Department projects, while minimizing the liability of the Department.

The DFEM will maintain a database of all active CTQP Final Estimates (FE) Level 2 qualified personnel in their District to be used when identifying personnel eligible for IA Reviews per [RAM 3.7.1\(A\)](#).

3.4 FINAL ESTIMATES QUALIFICATION PERFORMANCE SYSTEM

Final Estimates Qualification Performance System (FEQPS) is supported by the SCO Systems Section and is updated by the DFEO designated personnel. **FEQPS** is used to track IA Review results and strikes. The DFEO designated personnel will continuously update the **FEQPS**.

3.5 DFEO REVIEWER FUNCTIONS

All DFEO Reviewers will be CTQP FE Level 2 qualified. There are two primary DFEO Reviewers: Initial Reviewer and Overviewer.

The Initial Reviewer and the Overviewer functions differ in the degree of judgment required, the focus width, and degree of attention given to the pay items reviewed. Both types of reviewers should be familiar with the overall character, scope, and type of work required by the contract before beginning any review. In keeping with sound reviewing

practices, the Initial Reviewer and Overviewer will not be allowed to check their own work. For a given contract, an individual will not do more than one of the following three final estimate functions:

(A) Prepare

The Preparers perform primary calculations and compile the ***Final Estimates Documentation*** for submittal to the DFEO.

NOTE: This is the RO function.

(B) Initial Review

The Initial Reviewers perform a thorough check of pay items during the District's QC or IA Review.

(C) Overview

The Overviewer performs a thorough check of the ***Final Estimates Documentation*** and confirms all changes are made during the PAR.

3.6 REVIEW MARKING CONVENTIONS

It is necessary to know who has worked on a particular final estimate in the event of litigation by the Contractor, a review by the Department's Inspector General's Office, or a review by the Federal Highway Administration (FHWA). Each reviewer will print their name followed by the applicable review type, the review date, and their agency/company name on the Final As-Built Signature Sheet. To identify each individual's work, use the following color conventions when working in the ***Final As-Built Plans, Field Records, and Forms***:

(A) Resident Level Responsibilities

All changes by the project personnel to the ***Final As-built Plans*** will be made electronically in red.

Any entries by the project personnel to ***Field Records*** and any ***Forms*** will be made electronically in black.

All changes by the Quality Assurance (QA) project personnel will be made electronically in orange.

(B) District Level Responsibilities

All markups by the Initial Reviewer during the District's QC or IA Review will be made electronically in blue.

All markups by the Overviewer during the PAR will be made electronically in green.

If a consultant is assisting with DFEO Reviewer responsibilities, the appropriate marking convention for that role will be followed.

3.7 DFEO REVIEW TYPES

The DFEM will have the responsibility and the authority to exercise judgment in deciding which reviews are appropriate for a specific contract: IA Reviews, QC Reviews, and/or PARs. Factors the DFEM considers in making this decision: the dollar amount of the contract, the complexity of the contract, the quality of the Construction Contract Administration, previous experience with the specific Contractor, and the experience level of the RO staff.

If during a review it is determined that further project records are needed, the DFEO will request the PA to submit the additional records. The review will not be complete until the additional records have been provided by the PA and all questions have been satisfied.

RO staff will **NOT** perform IA Reviews, QC Reviews, or PARs.

3.7.1 IA Reviews

IA Reviews are performed by DFEO staff on CTQP FE Level 2 qualified personnel preparing **Final Estimates** and **Final Estimates Documentation**. FE Level 2 qualified persons may be reviewed on one project or on several projects at the same time.

(A) Frequency of IA Reviews

A minimum of 30% of the active personnel within the District will be reviewed annually. A list of all active FE Level 2 personnel within the Districts will be generated each year to identify the personnel that will be evaluated. Consideration will be given to personnel lacking experience and personnel who have historically had findings within the PARs. A random-number evaluating system can be utilized, if needed.

(B) IA Review Procedure

- (1) Schedule IA Reviews with the selected FE Level 2 qualified persons.
- (2) Conduct IA Reviews (in-person or virtually).
- (3) Conduct IA Reviews only on active contracts.
- (4) Focus on the preparation of the **Final Estimates Documentation**.
- (5) Use the **FE Checklist** (See [Attachment 3-1](#)) and **FE Guidelist** (See **CPAM 3.5.8.**) with emphasis on the following areas:
 - (a) Earthwork
 - (b) Asphalt
 - (c) Concrete

- (d) Penalties assessed
 - (e) Contract administration, such as liquidated damages, alternative contracts, bonuses
 - (f) Assessments of deficiencies, adjustments, and disposition of samples
- (6) Complete the **FE Qualifications Performance Report** (See [Attachment 3-1](#)).
- (7) Input all IA Reviews into the **FEQPS**.

An IA Review is considered satisfactory when all items on the **FE Checklist** are completed correctly and no procedural errors are found. Any IA review with procedural errors, incomplete items, or inaccurate items is considered unsatisfactory.

Refusal to participate or lack of cooperation in the IA Review is sufficient reason to consider an evaluation unsatisfactory.

(C) IA Documentation

The DFEO personnel conducting an IA Review will report all observations on the [FE Qualifications Performance Report and the FE Checklist](#) and distribute to the individual, the individual's supervisor, the PA, and the Resident Engineer (RE). Due to confidentiality, these records should not be stored in **EDMS**. The DFEO will store the **FE Qualifications Performance Report** and the **FE Checklist** in the District files for future reference.

All IA reviews will be documented in the **FEQPS** within five (5) working days after the IA Review. Any reported issues of non-compliance will be noted in **FEQPS** with an explanation of the strike.

3.7.2 QC Reviews

QC reviews are performed by the DFEO on projects per **CPAM 3.5** and the District QC Plan. The QC Review results will be entered in the **FES** application within five (5) working days after the QC Review. A notification will be sent to the Project Administrator/project staff to review the results in the **FES** application.

3.7.3 PARs

PARs are performed by the DFEO after submittal of the **Final Estimates Documentation**. Results of the PAR will be entered in the **FES** application within five (5) working days after the PAR. The DFEO will generate the **PAR Form** from the **FES** application listing all procedural errors found during the review and submit it to the SFEE, Project Engineer/Project Manager, PA, and Contract Support Specialist (i.e., FE Level 2). The RO/Project personnel are required to respond to the DFEM on any

findings, within 14 calendar days, to prevent the same errors from occurring in the future.

The PAR response will be entered into the **FES** application for future reference.

(A) Frequency of PAR Reviews

The minimum frequency requirement for PARs to be performed is provided below:

Minimum Requirements for PAR Frequencies					
Project Value	\$100M or Greater	\$50M to \$100M	\$25M to \$50M	\$2M to \$25M	Less than \$2M
PAR Frequency	100%	50%	40%	35%	15%

(B) Review Procedure

- (1) Conduct PARs at the DFEO.
- (2) Conduct only on final accepted contracts.
- (3) Focus on preparation of the **Final Estimates Documentation**.
- (4) Conduct using the **FE Checklist** and **FE Guidelist**
- (5) Place emphasis according to the type of PAR performed:
 - (a) In-depth Review:
Review of all pay items, adjustments, contract time, penalties, incentives, liquidated damages, and material test failure resolutions.
 - (b) Critical Area Review:
Review of critical areas (Earthwork, Asphalt, Concrete, and other major items of work as defined in **Specifications Section 1-3** and adjustments to the contract).
- (6) Input the PAR information, findings, and remarks in **FES**
- (7) Generate the **PAR Form** in **FES**

(C) PAR Documentation

Provide positive and/or negative feedback on **PAR Forms** to promote continuous improvement to the final estimates process and support positive outcomes in receiving **Final Estimates Documentation** without errors.

(D) PAR Quarterly Reports

The DFEMs are responsible for submitting their PAR information for each contract into the **FES** application as soon as a PAR is complete. If a PAR will not be performed, the DFEM will indicate that in the **FES** application on the DFEO tab, and the contract will not be included in the quarterly report. The **FES** application will generate the quarterly report, and contracts will be included based on the final acceptance date. If a PAR has not yet been performed, the contract will show up as Pending on the quarterly report, and absolute change for that contract will not be included until the PAR is complete.

It is the DFEO responsibility to review the District PAR report in the **FES** application for accuracy each quarter by the 15th of the month following the quarter end.

The results of the quarterly PARs are reported on the Construction Office Performance Measures reported by the SCO System Section.

The goal is to be within 0.5% Average Absolute Change to the PAR.

3.8 NON-COMPLIANCE

3.8.1 Procedural Error

A procedural error is the failure of a Final Estimate Level 2 qualified person to adhere to contract documents, policies, and/or procedures and is considered a finding during any type of DFEO review.

3.8.2 Strike

A strike is given for an unsatisfactory **IA Review**, as determined by [RAM 3.7.1\(B\)](#), and **only** if a procedural error(s) is identified during an IA Review. If procedural errors are found, the DFEO will only give one (1) strike per review, regardless of the number of errors identified or projects reviewed.

Strikes **WILL NOT** be given on QC Reviews or PARs.

3.9 SUSPENSIONS

Suspension procedures only apply to FE Level 2 qualified persons who receive strikes during **IA reviews**. All strikes will be documented on the **FE Qualifications Performance Report** and distributed per [RAM 3.7.1\(C\)](#). The strike will be entered into the **FEQPS**. FE Level 2 qualified persons with strikes will be subject to the following actions per individual strike:

(A) 1st Strike

The first strike will remain in the **FEQPS**. If no other strikes occur during the two-year period, the first strike will be disregarded.

(B) 2nd Strike

The RE will provide additional training for the individual in question when a second strike occurs.

The first and second strikes will remain in the **FEQPS** for a two-year period commencing on the report date of the second strike. If no other strikes occur within the two-year period, the first and second strikes will be disregarded.

(C) 3rd Strike

Should a third strike be given within two (2) years from the first strike, the **FE Qualifications Performance Report** will be submitted to the DCE and SFEE, in addition to the individual, the supervisor, and the RE. The DFEM will discuss the matter with the DCE and the SFEE to initiate the suspension of an individual's FE Level 2 qualifications. The qualification suspension will be sent to the CTQP Administrator by e-mail for entry into the CTQP database. See **Chapter 9** of the **Construction Training & Qualification Manual**. The individual will not be able to perform FE Level 2 functions until re-qualification is attained. The individual must attend the FE Level 2 qualification course and pass the written examination through the CTQP to become re-qualified. Once the individual passes the FE Level 2 course examination, all previous strikes will be disregarded in **FEQPS**, and the individual will begin with a clean evaluation status until the next evaluation by the DFEO.

A suspension decision may be appealed by the individual to the Director, Office of Construction. The Director will review the appeal and the resulting decision is final.

3.10 ATTACHMENT

Attachment 3-1 [FE Qualifications Performance Report and Checklist](#)

Chapter 4

REVIEW OF FINAL ESTIMATES DOCUMENTATION

4.1 PURPOSE

To outline the DFEO function as it relates to the detailed review process of the **Final Estimates Documentation**, including, but not limited to, the **Final As-Built Plans**, final pay quantities, and **Field Records**.

4.2 PROCEDURE

The mechanics and/or depth of reviewing final estimates on the Department's construction contracts will not always be the same. It is not the intent of this procedure to require all the following steps be applied to every contract prior to reviewing. Many of the steps may be taken in conjunction with the actual reviewing procedure. The steps for specific pay items will not apply to contracts without those pay items. Each reviewer needs to be proficient in identifying and applying the steps to each contract and its unique pay items.

Prerequisite Background Knowledge

- (A) The reviewer must understand the overall character, scope, and types of work required by the Contract prior to checking any individual pay items to:
- (1) Be acquainted with the edition of the **Specifications**, in effect at the time of contract letting, that controls the work performed. The General Requirements and Covenants contained in Division I of the **Specifications** are especially important because they include the scope, control, measurement, and payment of the work and materials under the contract.
 - (2) Review all **Technical Special Provisions** and **Special Provisions** attached to the Contract for the conditions specific to the project, noting the areas pertinent to final payment, measurement of quantities, and scope of the work prior to the review process.
 - (3) Check the contract prices and item descriptions shown on the proposal form and verify the prices are correctly transferred to PrC and **Form 700-050-10, Pay Item Summary and Certification Sheet**. Where differences occur, check all SAs to see if the unit price has changed or a similar pay item has replaced the original pay item. If not, an error has occurred, and the unit price will need to be corrected in PrC.
 - (4) Review the Contract requirement sheet for fuel adjustment. Review the bituminous materials indexes that could affect the final pay quantities or

prices bid on items in the proposal. Refer to **CPAM 5.14** and **6.2** for additional references.

- (5) Review each SA added to the Contract:
 - (a) Verify conditions requiring a SA were in accordance with the **Specifications**.
 - (b) Check for revisions to items related to those changed by a SA. *One example is a change to an asphalt base item that can affect the structural asphalt item as well.*
 - (c) Verify that the items added, deleted, or altered by the SA were properly documented on the final estimate.
 - (d) Ensure records documenting claims of the Contractor's equipment, labor, and materials are included, as applicable and as required by **CPAM 7.5**.
 - (e) Check if there are any Unilateral SAs with costs established solely by the PA in the absence of a negotiated agreement with the Contractor. Also, check for any Contingency Supplemental Agreements (CSAs) with costs based on material, equipment, labor, subcontractor insurance, and bond costs in lieu of a negotiated price. If one exists, the supporting extra work records will be reviewed to ensure that the correct amount has been paid. The RO staff will submit the supporting extra work records to verify each Unilateral and CSA.
 - (6) Note any Locally Funded Agreements (LFA) and Utility Work by Highway Contractor Agreements (UWHCA) included in the Contract and the specific items affected by them.
 - (7) Note any pending SAs, Work Orders (WOs), and time extensions that are being processed and the effect they have on the final estimate.
- (B) Study all components of the **Final As-Built Plans** to obtain a clear working knowledge of the intent and scope of the project. Review the **Final As-Built Plans** before checking any specific items, calculations, or source data.
- (1) Review the Key Sheet for the overall limits of the project and the extent of the improvement. Note the scope of the project such as bridges, signing, lighting, landscape, etc., and check that all plan components are included.
 - (2) Review the Summary of Quantities/Estimated Quantities Report (EQR) and compare with the final estimate. The basis for original quantities,

- contingency items, and station-to-station design requirements should be noted for comparison during the reviewing operation.
- (3) Study typical sections and their explanatory notes, and check changes in dimensions, thickness, or material type. For example, if a typical section specifies optional base but the Contractor chooses to install black base, the black base will not receive a bituminous adjustment (only fuel and CPF adjustment).
 - (4) Read the general notes and all special construction notes outlining any unusual methods of construction, measurement of quantities, or payment for future reference.
 - (5) Review the Earthwork Summary of Quantities/EQR and the overall earthwork requirements. Check that all required cross-sections are available, and all volumes have been calculated.
 - (a) Verify that any borrow material placed in flushed slopes (placed in fills above the roadway template) is deducted.
 - (b) Verify that remaining stockpiled material has been deducted.
 - (6) Review the overall scope of the Drainage Summary of Quantities/EQR for size, quantity, and type of structures required.
 - (7) Review the Plan/Profile Sheets and ensure the entire project scope has been included. Check for revised alignment (horizontal or vertical) and for the authorization and documentation required.
 - (8) Check shop drawings and special working drawings.
 - (9) Any substantial change made to the project during construction by the RO will be reflected by redline revision on the proper sheet of the **Final As-Built Plans**. See **CPAM 5.12** for marking conventions and responsible engineer signing and sealing requirements.
- (C) Review all general backup, general contract correspondence, and support data. Reference all special conditions and significant data.
- (1) General correspondence and contract documents.
 - (2) Testing documentation and records.
 - (3) Daily Work Reports and Construction Diary Records.
 - (4) Explanation of Overruns and Underruns. If one of a group of closely related items has been overrun or underrun, the other related items in the group should show the similar overruns or underruns. For example,

if there is an overrun on Optional Base due to an increase in projects' length, there should be a corresponding overrun of Structural Asphalt and Friction Course in the increased area.

- (5) Delivery Tickets, Tabulation Forms, automatic weight tickets, bituminous records, and final measurement data.
 - (a) Ensure truck capacities are certified.
 - (b) Spot check the Tabulation Forms, truck numbers, and calculated total volumes.
 - (c) If the item of borrow excavation is included in the Contract, any stabilizing materials obtained from designated borrow areas will be included in the final pay quantity for borrow excavation, per **Specifications Section 160-6**.
- (6) Receipt date of all required documents, especially those which establish the payoff date (see [RAM 5.11.1\(A\)\(1\)](#)). Refer to **CPAM 5.11** for further information regarding Final Estimates Documents.
- (7) Court orders or Arbitration Board Orders that affect the final estimate.
- (8) Progress Estimates: These can be found in PrC or in the SCOC application (formerly known as Ad-Hoc Reports). The SCOC application is available on the FDOT website at <https://scoc.fdot.gov/>.
- (9) [Final Estimates Guidelist](#).

4.3 Final Estimates Processing

- (A) When a notification of **Final Estimates Documentation** submittal is received, the DFEO will verify that the information shown on **Form 700-050-20, Final Plans and Estimate Transmittal** has been submitted with the **Final Estimates Documentation**.
 - (1) If the Documentation does not contain the records outlined, send a list of the missing items along with **Form 700-050-20, Final Plans and Estimate Transmittal** to the RO.
 - (2) If the Documentation contains records not pertaining to that Contract, notify the RO of the records inadvertently included in the **Final Estimates Documentation**.
 - (3) Check the contract time documentation to ensure it contains contract time changes that have occurred during the life of the Contract.

- (a) For Federal Aid contracts, each time extension or SA must show the breakdown of Federal Aid participation in the contract time changes.
 - (b) On Projects of Division Involvement (PoDi) contracts and Central Office Oversight Acceptance contracts, the District's requests for approval of federal participation may be included with the document changing contract time, in lieu of showing the actual breakdown, if the District has received no response to its request by the time the **Final Estimates Documentation** is submitted to the DFEO.
 - (c) On projects where oversight is assumed by the State (Assumed), the District has the responsibility of determining and approving federal participation in time changes. All time changing documents on these contracts must show the determined federal participation.
- (4) Contract Claim Settlements arriving with or after the **Final Estimates Documentation** may require payments be made to the Contractor in advance of the final payment. Payment of construction contract claims prior to submittal of the **Final Estimates Documentation** to the DFEM will be made by the PA on a progress estimate. Final Payment for Contract Claim Settlements after the **Final Estimates Documentation** has been received by the DFEM will be made by the DFEO on a progress estimate within thirty (30) days after such settlement is made. These settlements include:
- (a) Litigation or court orders.
 - (b) Arbitration board rulings.
 - (c) SAs for the settlement of claims which were executed after the Contract is completed.

4.4 Detailed Review Process for Final As-Built Plans and Final Estimates Items

- (A) Final measurements for final pay quantities have been properly verified, where applicable.
- (B) Verify that calculations of final pay quantities are complete, reflecting only the work performed.
 - (1) For Limerock base:

- (a) Ensure a Core-out Report is available and a thickness adjustment has been applied per **Specifications Section 285**.
 - (b) Core measurements in areas of deficient thickness (no pay) will not be used to determine average thickness of base material.
 - (c) Areas and thickness for connection to back of sidewalks will not be included in average thickness calculations of square yard pay area.
 - (d) Authorized variable thickness base will be calculated separately. The area will not be included when adjusting for depths over or under normal thickness.
- (2) For Limerock Material (for Stabilized Base):
- (a) Spot check Truck Tabulation Forms with certified truck quantities. This is a final measure Pay Item.
 - (b) The final pay quantity is determined by measuring loose volume, in truck bodies, at the point of dumping on the road, with proper deduction for all materials wasted, left in truck, or otherwise not actually used on the road. For this purpose, ensure that truck material was leveled at the time of taking measurements for accuracy. (See **Specifications Section 210 and 230**.)
- (3) For Asphalt: Verify that each Composite Pay Factor (CPF) unit price adjustment has a **Lot Submittal Package** representing this adjustment. (See **CPAM 11.1**.)
- (a) Check Contractor's monthly Certifications. They should match asphalt placed and accepted for that month. Any discrepancies should be corrected on later certifications. An example of this could be caused by tonnage removed and replaced.
 - (b) Verify that bituminous adjustments were not made on temporary asphalt and no-pay asphalt.
 - (c) No CPF on Turnout Construction Asphalt, Miscellaneous Asphalt, and Temporary Asphalt. (See **CPAM 11.4**)
- (4) For Plain Cement Concrete Pavement (PCCP) and Reinforced Cement Concrete Pavement:
- (a) Check the Core-out Report for representative interval and PA's explanation of deficient areas removed and replaced or left in place without pay.

- (b) Criteria for thickness calculations: Cores greater than specified thickness will be considered in the average thickness but will not exceed the specified thickness plus $\frac{1}{2}$ inch. Cores deficient more than $\frac{1}{2}$ inch of the specified thickness will be considered deficient and will not be included in the thickness calculation.
 - (c) Criteria for payment thickness: The maximum average over-thickness for which payment will be made will be the plan thickness plus $\frac{1}{2}$ inch, per **Specifications 350**.
 - (d) When the plans call for cement concrete pavement which is to be covered with asphaltic concrete surface course, the total thickness of the entire combination will be measured and paid for as plain cement concrete pavement.
 - (e) Ensure that incidental items, such as tie bars and dowel bars, are not included in final pay quantities per **Specifications Section 350**.
- (C) All final pay quantities are substantiated by **Field Records** (i.e., Tabulation Forms, final plan dimensions or other forms of acceptable site source records). (See **CPAM 5.14**.)
- (D) Non-standard or unique types of material used are authorized by the Contract's **Special Provisions**, General Notes, or SA.
- (E) Salvage Tickets are signed by Department Maintenance personnel to verify that all designated materials were delivered to Maintenance. For more information, see **CPAM 11.9**.
- (F) Limits of placement of various pay items appear reasonable when correlated with limits of other pay items in the vicinity.
- (G) Verify surfaces and earthwork quantities. (see **CPAM 5.16**)
- (H) All final pay quantities are summarized. The final pay quantities have been correctly transferred to the Final Estimate Pay Item Summary and Certification Sheet.
- NOTE:** Plan Quantity Pay Items (i.e., Stabilization, Optional Base, etc.) that are paid on an area basis (i.e., square yards) will be paid subject to defining tolerances or deviations for plan errors and plan revisions before adjustments are made. Thickness and penalty adjustments are not considered tolerances. Only plan revisions or plan errors qualify for tolerances. (See **Specifications Section 9-3.2**.)
- (I) Lump Sum Items: Mobilization, Maintenance of Traffic, and Detours.

- (1) Does the contract include a separate item of payment for these operations? If not, they are included for payment under other scheduled items of the overall contract and they will not be paid for separately.
 - (2) If the final contract amount is different from the original contract amount, check the contract files for a WO or SA or other authorization of lump sum adjustment.
 - (3) Material used in the construction of detours or maintenance of traffic lump sum will not be measured or paid for under any other pay item. (**Specifications Section 9-2**)
 - (4) Did the original dimensions (scope) of the contract change resulting in an increase or decrease in cost to the Contractor which would require an adjustment? (**Specifications Section 9-3**)
 - (5) Verify that all materials designated to remain the property of the Department and used by the Contractor during construction have been returned and stored as directed by the PA.
 - (6) Check that payment for items not returned (signs, bridges, pipe culverts, etc.) has been reflected in the final estimate, when applicable.
- (J) Truck Measured Items (volume or weight):
- (1) Verify the use and location of borrow material was properly authorized by the Engineer.
 - (2) Verify the information in the Tabulation Forms for accuracy. Ensure that the Truck Measurement Forms verify the quantity change due to sideboard addition. (See **CPAM 5.14.**)
 - (3) Ensure trucks with volume changes are assigned new numbers and properly counted.
- (K) Square yard items:
- (1) Spot check final measured station-to-station calculation of length and width or verify field-chained dimensions on **Field Records**.
- (L) For Clearing and Grubbing (Lump sum),
- (1) Check plans thoroughly for change in limits, including:
 - (a) Grade changes increasing and decreasing lateral limits of construction.
 - (b) Beginning or end of project changes from original contract.

- (c) Lateral ditches or outfall structures that were added or deleted.
- (M) Removal of Existing Structures/Bridges (Lump Sum):
 - (1) Check plans and source records for possible duplication of area for payment under Clearing and Grubbing.
 - (2) Ensure that partial bridge removal, was handled per **Specifications Section 110-6.3**.
 - (3) Ensure that a WO or a SA was issued due to adjustments when leaving part of a structure shown to be removed in the plans or finding greater amounts than shown in the plans.
- (N) Removal of Existing Pavement (Square Yards):
 - (1) Check final measurements and calculations are recorded in **Field Records** (Tabulation Forms or latitude and departure sheets, etc.).
 - (2) Verify that the **Final As-built Plans** reflect the revised items and are adequately cross-referenced.

4.5 Findings

All errors will be brought to the attention of the DFEM. Please see **RAM Chapter 3** for further instructions.

Chapter 5

POST REVIEW PROCESSING/CONTRACT CLOSEOUT

5.1 PURPOSE

This procedure describes methods for the DFEO to use in processing final estimates for payment after operations are completed and closing contracts after payoff.

5.2 REFERENCES

Refer to [RAM 1.3](#) for References.

5.3 PROCEDURES

5.3.1 Offer Letter Review

Prior to the RO submitting the **Offer Letter** to the Contractor, the DFEO should:

- (A) Review the **Offer Letter** for accuracy and ensure the final estimate; PrC Pay Estimate Submission Report (previously known as the TSO estimate), **Acceptance Letter, Form 700-050-21, Contractor's Affidavit and Surety Consent (21-A)**, contractor survey, and other contract appropriate documentation are attached.
- (B) Verify the correct approval levels are assigned in PrC.
- (C) Remind the RO that all correspondence from this point forward will come to the DFEO.

For Public Private Partnerships (P3) contracts, the DFEO will submit the **Offer Letter** to the State Final Estimates Office for review and approval and request the Final Payment Schedule from the Office of Comptroller (OOC) Cash Forecast Manager. Once the **Offer Letter** is approved and the Final Payment Schedule is received, notify the RO that the appropriate letter can be submitted to the Contractor.

5.3.2 Fund Unencumbrance

After the **Offer Letter** has been issued to the Contractor, in cooperation with the DCE, the DFEO will unencumber any unused CSA funds and unused Contingency Pay Item funds, after the PAR is performed. (See **CPAM 7.4** for more details on unencumbering funds and **RAM 3.7.3** for more information on PARs.)

NOTE: The Contract Funds Management (CFM) Section will unencumber overrun funds.

5.3.3 Document Review

Collection, review, and approval of the required documents submitted by the Contractor are very important steps in contract closure. These documents are strictly under the control of the Contractor. Receipt of the contract required documents controls the establishment of the Payoff Date for the contract. Per **RAM 5.11.1(A)(1)**, use **Form 700-050-26, Final Interest Payment Log** to calculate the Payoff Date in the **FES** application. Once documents are received in an acceptable form by the Department, the seventy-five (75) day payment period will begin. The Department is liable for interest on the final amount due when payment has not been made within the payment period, if the delays are caused by the Department.

Prompt review of the Contractor's submitted documents is a priority because the **Specifications** require that the Contractor be notified of any discrepancies within twenty (20) days receipt of the **21-A**, or the original date of receipt will control the establishment of the Payoff Date.

The Contractor will use the official forms provided by the Department for each specific document. Return other forms the Contractor may attempt to use within twenty (20) days of receipt. Send the Contractor an email stating that the document is unacceptable, because the official form provided by the Department was not used. Request that the Contractor re-execute the document on the official form provided by the Department, and include attachments of the official form in the correspondence.

5.3.4 Local Funded Agreement (LFA)

Refer to **CPAM 8.12** and the **LFA or UWHCA Closeout Letter (CPAM 5.11, Attachment 5-11-2, Letter 5-11-13)** for more information.

(A) Tentative Acceptance Agreement

Upon completion and acceptance of the Utility work as called for in the Utility agreement, if the tentative final cost to the Utility Agency Owner (UAO) is less than the advanced payment on deposit with the Department, a portion of the excess deposit may be refunded to the UAO prior to final payment to the Department's Construction Contractor. **Tentative Acceptance Agreements (TAAs)** are used when the Utility

Agency Owner (UAO) requests to be partially refunded. The DFEM will review the **TAA** and backup information. Upon concurrence, the DFEM will sign and submit the **TAA** to the District Utility Office with the latest progress estimate. The District Utility Office will review and send it to the OOC, General Accounting Office, LFA section for processing. (See [Procedure 350-020-305, Partial Utility Refund/TAA](#) for more information.)

5.4 CONTRACTOR'S ACCEPTANCE OF THE FINAL ESTIMATE

The Contractor has two options in response to the Department's official **Offer Letter**: Regular Acceptance or Qualified Acceptance.

5.4.1 Regular Acceptance

- (A) Return of the **Regular Acceptance Letter**, signed by the Contractor, signifies the agreement to accept the amount offered or refund the amount requested by the Department as full and final settlement of any claims to compensation.
- (B) When the Contractor returns the **Regular Acceptance Letter** with all other required documents, proceed to the Pass Process. (See [RAM 5.11.](#))

5.4.2 Qualified Acceptance

- (A) Return of the **Qualified Acceptance Letter**, signed by the Contractor, signifies the agreement to either accept the amount offered or refund the amount requested by the Department with the stipulation that the contract will remain open while the Contractor pursues resolution of disputes or pending claims.

A written definition of these disputes or pending claims must accompany the Contractor's **Qualified Acceptance Letter**. The written definition must contain the specific details of each separate dispute listing: the dollar value of the dispute, the pay items and quantities involved in the dispute, and sufficient information about the exact area and location of the dispute. **Any pending arbitration claim, or lawsuit must be limited to the areas defined in the Qualified Acceptance Letter and must commence within 820 days of the final acceptance date.** No further claims beyond those listed will be allowed once the **Qualified Acceptance Letter** is accepted by the Department. Failure to file a formal claim within these limits constitutes full acceptance.

- (B) When a Contractor files a **Qualified Acceptance Letter** with all other required documents, proceed to the Pass Process. (See [RAM 5.11.2](#) for Qualified Acceptance Management).

NOTE: When the contractor has been overpaid, the **Regular** or **Qualified Acceptance Letter** must be accompanied by the Contractor's check to the Department. If the Contractor's check is not included, the **Acceptance Letter** is considered incomplete, and the Contractor will be notified.

5.5 CONTRACTOR'S AFFIDAVIT AND SURETY RELEASE

The **Form 700-050-21, Contractor's Affidavit and Surety Consent**, is a three-page document, commonly known as the **21-A**, which must be submitted by the Contractor on all contracts. Page three of the **21-A** contains full instructions to the Contractor and Surety for the execution of this document. Instructions are attached to each **21-A**.

NOTE: This document must be signed with all digital signatures or all wet-ink signatures. **Mixing digital and wet-ink signatures is prohibited.**

5.5.1 Requirements, Page One

Page one of this document, which must be executed by the Contractor states, in part, that the Contractor has complied with all terms of the contract and has paid all just claims related to it.

NOTE: If the Contractor is a corporation, the document must be signed by its president or an officer authorized to legally bind the corporation. The corporate title of the signatory must be provided. If the Contractor signs digitally, the notary public is not required.

5.5.2 Requirements, Page Two

Page two of this document, which must be executed by the Surety, gives consent to the Department to release final payment on the contract. If the Surety signs digitally, the notary public is not required. A Power of Attorney must be provided by the Surety when the **21-A** is executed by an Attorney-In-Fact. (See **21-A** instructions on page 3.)

The Department may waive the requirement for all or a portion of a surety bond on contracts, if it is determined that the project is of a noncritical nature, and nonperformance will not endanger public health, safety, or property. If this occurs, the Contractor is not required to provide the Surety portion of the **21-A** and **only** needs to provide the Contractor's Affidavit portion (page 1 of 3) of the **21-A**.

5.5.3 General Counsel Document Review

Before final payment is made, the package formed by page one, page two, and the Power of Attorney (when required) must be reviewed by the District General Counsel's Office to ascertain that the following three statements are true:

- (A) The individual signing the statements for the Contractor has the authority to do so.
- (B) The Surety and its Attorney-In-Fact (when required) and Florida Licensed Insurance Agent (when required) have all signed the documents appropriately.
- (C) The Power of Attorney (when required) from the Surety is enclosed with the document.

5.5.4 Contracts Completed by Surety

On contracts completed by the Surety due to a takeover agreement, use **Form 700-050-22, 21-A (Modified) Surety Takeover** instead of the **21-A**. Both pages of the **21-A (Modified)** are completed by the Surety. Before final payment is made, the package formed by pages one and two of **21-A (Modified)**, and the Surety's Power of Attorney (when required) must be reviewed by the District General Counsel's Office to check that the statements above in [RAM 5.5.3](#) are true.

5.5.5 Unpaid Bills

The DFEM is responsible for ensuring that all unpaid bills issues are resolved in the **Unpaid Bills System**.

- (A) If an **Unpaid Bills Notice** from a First Tier Subcontractor is received after final acceptance, the DFEM will send an **Unpaid Bills Response Letter (to Claimant)** (See [Attachment 5-1](#), Letter 5-01.) and include the Prime Contractor, the Surety Company, the DCE, and the Director, Office of Construction on the correspondence. A **Request for Good Cause Letter to the Prime Contractor** requesting a detailed response will also be sent. (See [Attachment 5-1](#), Letter 5-02.)
- (B) Unpaid Bill Notices from Second Tier Subcontractors received after Final Acceptance are handled as indicated in **CPAM 6.1**.
- (C) When the DFEM receives a **21-A**, the following steps will be taken to ensure unpaid bills issues have been addressed:
 - (1) Review the **21-A** for format, information, and compliance. Return the **21-A** to the Contractor if there are any discrepancies other than unpaid bills issues within twenty (20) days of receipt of the **21-A** and request a revised **21-A** be submitted.
 - (2) Next, check the **Unpaid Bills System** on the **Construction Automated Reporting System (CARS)** Menu for the given contract identified on the **21-A**.
 - (3) If the **21-A** is acceptable, there are no disputes listed on the **21-A**, and there are no unresolved issues in the **Unpaid Bills System**, proceed to the Pass Process.
 - (4) If there are no disputes listed on the **21-A** and there are unresolved issues in the **Unpaid Bills System** or if all the issues in the **Unpaid Bills System** have not been listed on the **21-A**, the DFEM will contact the RE to review the conflicts with the **21-A** and find out if the issues have been resolved. If the issues listed in the **Unpaid Bills System** have been

resolved during the life of the construction contract, update the **Unpaid Bills System** to reflect resolution, and proceed to the Pass Process.

- (5) If the discrepancies with the **21-A** are outstanding unresolved issues, the DFEM will coordinate with the DCE and the District General Counsel's Office to determine whether good cause exists for nonpayment, whether payment should be withheld, or whether revocation of Certificate of Qualification should be pursued.
 - (a) If the unresolved unpaid bills issues are determined to be good cause, proceed to the Pass Process.
 - (b) If the unresolved unpaid bills issues are determined to not be of good cause, hold the final estimate until the Contractor addresses the issues with the subcontractors. The DCE will make the determination that the Contractor has provided sufficient evidence for addressing the issues. Proceed to the Pass Process when sufficient evidence is received.
- (D) If the **21-A** is already on file when a notice of an unpaid bill notice is received, the Contractor will be notified in a letter from the DFEM that the Contractor is required to show good cause before final payment may be made. (See [Attachment 5-1](#), Letter 5-02.) The claimant and the DCE will be included in the correspondence.
 - (1) The unpaid bills process to determine good cause, described in [RAM 5.5.5\(C\)\(5\)](#) above, will apply.
 - (2) If the Contractor has good cause, send an **Unpaid Bills Response Letter (due to Good Cause)** to the claimant stating such with further instructions. (See [Attachment 5-1](#), Letter 5-03).

NOTE: If an **Unpaid Bills Notice** is received by the RO after final acceptance, the notice will be sent to the DFEM for handling.

5.6 NOTIFICATION OF FINDINGS DUE TO ADDITIONAL REVIEW

NOTE: Submittal of the **Offer Letter** will only be made once. Revised **Offer Letters** are not allowed. This is very important to avoid interest accrual due to delayed payment to the Contractor.

Once an **Offer Letter** is sent to the Contractor, there may be a need to send a **Notification of Findings (NOF)** and Acceptances of NOF as well (See [Attachment 5-1](#), Letter 5-04 and 5-04-A). This letter can be sent to the Contractor before or after an **Acceptance Letter** has been received and will address specific issues discovered on the final estimate. These issues will primarily be based on the findings of the PAR, but do not exclude other unforeseen items not included within the **Offer Letter**. The

Contractor has a right to accept or reject any or all changes; therefore, the letter will state that the findings are eligible to be qualified by the Contractor. If the Contractor takes exception to any of the findings listed, the excepted findings will be in addition to all items listed in the original **Qualified Acceptance Letter**.

If the **Acceptance Letter** has not been received from the Contractor and review of the final estimate finds discrepancies, a **NOF** will be sent.

If the Contractor has returned the **Acceptance Letter**, then a **NOF** with another estimate showing those findings will be sent to the Contractor.

The following are key aspects of a **NOF**:

- (A) The **NOF** may increase or decrease the payment or overpayment and the Contractor has a right to accept or reject any or all changes.
- (B) If the **NOF** is submitted within the 90 days of the **Offer Letter** per **Specifications Section 9-8.1**, the Contractor needs to complete and return the signed **NOF** with all other requirements specified in **Specifications Section 9-8.1**. Discretion should be granted for **NOF** letters submitted at the end of the 90 days to allow the Contractor adequate time to agree or disagree with the findings.
- (C) If the **NOF** is sent after Contractor completes the requirements of **Specifications Section 9-8.1**, the Contractor has 30 days, in accordance with **Specifications Section 9-8.2**, to complete and return the signed letter signifying agreement or disagreement with the findings.
- (D) The issuance of the **NOF** will not change the initial 90-day suspension process established when the **Offer Letter** was submitted.

If changes to the **NOF** are needed, the DFEM will prepare and send a revised **NOF** and include a summary of all changes with the net change of all additional findings for the contractor to evaluate. The Contractor will have 30 days after the revised **NOF** is received to respond.

NOTE: If after receiving the full acceptance from the Contractor an overpayment is found based on the PAR, the CEI responsible for that particular contract will be held accountable to recover the funds due to the Department. (See [RAM 5.8](#).)

5.6.1 Correcting Final Estimates Documentation

If during the PAR the DFEO finds discrepancies or errors in the **Final Estimates Documentation**, it is the responsibility of the DFEO to ensure documents are corrected in the Construction **EDMS** and the collaboration site. The appropriate district personnel have the authority to modify documents and to maintain the same **EDMS** reference number, as well as modify documents in the collaboration site, so **EDMS** and the collaboration site are in sync.

5.7 SUSPENSION PROCEDURES

In accordance with **Specifications Section 9-8**, failure on the part of the Contractor to return all required contract documents in a satisfactorily completed condition, within ninety (90) days of the **Offer Letter**, will be sufficient grounds to suspend a Contractor's Certificate of Qualification to bid on Department work under the provisions of **Sections 337.16** and **120.57, F.S.**, as well as **Rule 14-22.012, A.C.**. If the Contractor's Certificate of Qualification is already suspended, **Rule 14-22.0141, F.A.C.** applies.

Also in accordance with **Specifications Section 9-8**, on contracts completed by the Surety due to a takeover agreement, the failure on the part of the Surety to return all contract required documents within ninety (90) days of the **Offer Letter** will be sufficient grounds to suspend a Surety's Qualification to Bond Department contracts under the provisions of **Rule 14-24.001, F.A.C.**.

5.7.1 Required Documents Not Received within 80 Days

If all required contract documents have not been received within eighty (80) days of the **Offer Letter**, the DFEO will send a **Final Notice of Missing/Incomplete Documents (80 Day Letter) to the Contractor** (See **Attachment 5-1**, Letter 5-05.) stating which of the specific required contract documents have not been received in a satisfactory completed condition. This list will also include any outstanding contract requirements.

Upon completing the **80 Day Letter**, the DFEM will also prepare the appropriate **Notice of Intent (NOI)** letter (with corresponding **Notice of Administrative Hearing Rights**) to be sent to the Director, Office of Construction by the DCE for signature by the Chief Engineer. The **NOI** will advise the Contractor of the Department's intent to suspend its Certificate of Qualification and direct the Contractor to contact the Prequalifications Specialist by phone if there are questions on this matter. The letter also details that if the time frames expire, the suspension is conclusive, which eliminates the need for follow-up letters.

- (A) A **NOI to Suspend Certification of Qualification** is for contractors that are currently prequalified. (See **Attachment 5-1**, Letter 5-06.)
- (B) A **NOI to Declare Non-Responsible** is for contractors that were prequalified but allowed prequalification to expire. (See **Attachment 5-1**, Letter 5-07.)
- (C) A **NOI to Suspend Qualification to Issue Bonds** is for surety's that have a takeover agreement. (See **Attachment 5-1**, Letter 5-08.)

NOTE: It is important that the correct letter and notice are sent, since the time frames are different for currently prequalified Contractors, non-responsible Contractors, and take over Sureties.

5.7.2 Required Documents Not Received within 90 Days

If all required contract documents have not been received within ninety (90) days of the **Offer Letter**, the previously prepared **NOI** will be processed by the SCO.

- (A) The DFEO should check the project documents to see if the missing required contract documents mentioned in the **NOI** have been received in satisfactorily completed condition. If any or all documents are received before the letter is sent to the Contractor or Surety, the DFEO will notify the SCO of these changes and revise the letter to be signed by the Chief Engineer.
- (B) After the **NOI** is signed by the Chief Engineer, the SCO will send the letter to the Contractor or Surety with electronic read receipt requested to establish the date the Contractor or Surety received the letter.
- (C) The SCO will include the DFEM, DCE, Surety, and the Prequalifications Specialist on all correspondence, including the electronic read receipt.
- (D) The Contractor or Surety and the Department then have three options:
 - (1) If the Contractor or Surety returns the required documents to the Department, the suspension procedure will be halted, as shown in [Rule 14-22, F.A.C.](#), providing all documents are acceptable.
 - (2) If the Contractor or Surety requests an administrative hearing within the time frame specified, this will temporarily halt the suspension procedure, pending the outcome of the hearing. The Clerk of Agency Proceedings will send the outcome of the hearing to the DFEM.
 - (a) If the hearing results in a finding that the Contractor or Surety has submitted all the missing required contract documents in a satisfactorily completed condition, then the processing of the final estimate payment to the Contractor or Surety will continue without further delays.
 - (b) If the hearing results in a finding that the Contractor or Surety has not submitted all the missing required contract documents in a satisfactorily completed condition, then the suspension process outlined in the **NOI** will be conclusive.
 - (3) If no hearing was requested and all required documents are still not received, the DFEM will notify the Prequalifications Specialist via email that the time frame has expired. The Prequalifications Specialist will take the appropriate action as outlined in **CPAM 8.7**.

5.7.3 Response to NOF Not Received

If the Contractor does not respond to the **NOF** within thirty (30) days of receipt, the DFEM will prepare and send a **NOF NOI** to the Contractor. (See [Attachment 5-1](#), Letter 5-09.) The Notice of Administrative Hearing Rights must be included with the **NOI** distribution.

NOTE: The **NOF NOI** applies only after the initial 90 days have elapsed. To continue the **NOF NOI** process, follow the same steps in [RAM 5.7.2](#).

5.8 RECOVERY OF OVERPAYMENTS

In addition to the suspension process, steps must be taken to recover money due the Department when the Contractor has been overpaid. The following steps below direct how to recover money due the Department:

5.8.1 No Response from Contractor after 60 Days

If after sixty (60) days from the receipt of the **Offer Letter** there has been no response or payment from the Contractor, the DFEM will send the **Request for Refund** directly to the Surety with electronic read receipt requested to establish the date the Surety received the letter. The DFEM will include the Contractor, the DCE, the Resident Engineer (RE), and the Accounts Receivable (AR) Administrator on the correspondence. (See [Attachment 5-1](#), Letter 5-10.)

5.8.2 No Response from Contractor after 90 Days

If after ninety (90) days from the receipt of the **Offer Letter** there has been no response or payment from the Contractor, the DFEM will send an electronic Recovery of Overpayment Memo (See [Attachment 5-1](#), Letter 5-11) to the DCE. The memo will request the DCE to determine if there are any negotiations in progress to reduce or eliminate the overpayment. The DFEM will include the Central Office Chief Civil Litigation Counsel on the correspondence.

5.8.3 No Response from the Contractor after 120 Days

If after thirty (30) days from the date of the memo to the DCE, there are no negotiations underway, the DFEM will send an electronic Recovery of Overpayment Memo [to the Central Office (CO) Chief Civil Litigation Counsel] (See [Attachment 5-1](#), Letter 5-12) advising collection of the overpayment through legal means. The DFEM will include the SCO and the AR Administrator on the correspondence. See [Procedure 350-060-303, Accounts Receivable, Section 17](#), for the process to be used in collecting delinquent accounts.

5.8.4 Receipt of Overpayment Check from Contractor

If a check to reimburse the Department for an overpayment is received by the DFEM from the Contractor or Surety, the DFEM should process the check following the procedures set forth in the Receipt Processing System (RPS) and [Procedure 350-080-300, Receipt Processing](#) and notify the AR Administrator that payment has been received. The DFEM will log receipts as soon as they are received into RPS. The receipt must be included when the final estimate is passed to the OOC for further processing and contract closure.

5.8.5 Uncollectible Debt

For the case of an uncollectible debt (i.e., the company dissolves), ensure the suspension process is complete and prepare and execute a Unilateral Agreement for the amount of uncollectible debt, then proceed with closing the contract.

5.9 OFFSETTING PAYMENTS

This section describes how to facilitate collection of funds owed to the Department as a result of the bona fide judgment, settlement, arbitration order, or final adjudication. This procedure will be applied to any construction contract on which the Department desires to recover funds from the Contractor and such funds cannot be recovered through the normal process of adjusting subsequent payments to the Contractor.

Other legal means will be used if a Donor Contract (as defined in **RAM 5.9.2(A)** below) is not identified.

5.9.1 District Authorization

For construction contracts on which final payment to the Contractor will be determined and authorized by the District:

- (A) The DCE or DFEM will be responsible for identifying construction contracts on which the Department desires to recover funds from the Contractor.
- (B) The DCE or DFEM will obtain legal counsel to assure that the Department's intention of recovery is the result of a bona fide judgment, settlement, arbitration order, or final adjudication; and to determine the amount due to the Department excluding amounts owed by the Contractor to subcontractors, suppliers, and laborers for the performance of that contract.
- (C) The DCE or DFEM will notify the Contractor in writing, of the Department's request for reimbursement, specifying the exact amount due the Department, the contract number, the project number(s), the reasons for which the Department seeks reimbursement, and that receipt of payment by the Department will be due within sixty (60) days from receipt of said notice by the

Contractor, or the Department will seek reimbursement per [Section 337.145, F.S.](#)

- (D) The AR Administrator should be notified when the Department requests reimbursement from the Contractor and should be included in all correspondence to the Contractor. Receipt of payment should be submitted to RPS for monitoring payments.
- (E) If payment is not received by the Department within sixty (60) days, the DCE or DFEM will notify the Director, Office of Construction, and the AR Administrator. See [Procedure 350-060-303, Accounts Receivable, Section 17](#), for the process to be used in collecting delinquent accounts.

5.9.2 Identify Donor Contract

Should the Contractor have multiple active contracts with the Department:

- (A) The Director, Office of Construction in consultation with the appropriate DCE(s), will identify another contract (herein known as the Donor Contract) from which recovery of funds can be offset from payments due the Contractor.
- (B) The OOC Financial Management Office, Federal Aid Section, will review the selected Donor Contract for compatibility with FHWA funding.
- (C) The Director, Office of Construction will notify the AR Administrator of the Donor Contract selected with **Form 700-010-31, Memorandum of Overpayment**.
 - (1) The OOC, Disbursement Operations Office (DOO), Contract Payment Section will withhold offsetting payments from the Contractor on the Donor Contract and the Director, Office of Construction will coordinate with OOC, DOO, Contract Payment Section before an agreement is made.
- (D) The OOC, DOO, Contract Payment Section will notify the AR Administrator when offsetting payments are withheld from the Contractor on the Donor Contract.

5.10 FORFEITURE OF AMOUNTS DUE

[Section 337.141\(4\), F.S.](#), provides for the forfeiture of any amount owed as final payment if the Contractor fails to submit all documents required for final payment within two (2) years after final acceptance; or within one (1) year of the **Offer Letter**, whichever is later.

5.10.1 Exemption from Forfeiture

The forfeiture will not apply to documents that are the subject of existing claims or pending lawsuits.

5.10.2 Forfeiture Requirements

If all documents required to close out a contract have not been received, the DFEM will notify the Contractor of pending forfeiture at least sixty (60) days before the forfeiture. The DFEM will send the ***Impending Forfeiture Letter to the Contractor*** (See [Attachment 5-1](#), Letter 5-13.) with electronic read receipt requested to establish the date the Contractor received the letter. The DFEM will include the Surety and the DCE on the correspondence. If the Contractor does not respond, the forfeiture process will continue.

If the job is federally funded, send an ***Impending Forfeiture Letter to the FHWA*** (See [Attachment 5-1](#), Letter 5-14.) to obtain its assurance that federal funds will not be withheld from the Department because of non-receipt of federal documents.

5.10.3 Forfeiture and Contract Closure

After coordination with FHWA, if Federal Funds are within the contract, notify the OOC, DOO, Contract Payment Section with ***Form 700-050-37, Contract Estimate Transmittal - Action Request*** (previously known as Global Memo) to close the contract and consider any amounts due the Contractor to be forfeited.

5.11 PASS PROCESS

Once the Contractor has returned all the required documents for a given contract, the ***Project Materials Certification Letter (PMCL)*** has been received from the State and/or District Materials Office, and the documents have been deemed satisfactory, the contract is passed to the OOC, DOO, and Contract Payment Section for handling. The process of preparing and distributing document packages to facilitate payment and/or closure of the contract is known as a Pass. There are two (2) types of Passes: Regular and Qualified.

- (A) Regular Pass: When the Contractor submits a ***Regular Acceptance Letter***, the final estimate is paid, and the contract is closed. This is also known as status 50 in the Florida Accounting Information Resource (FLAIR).
 - (1) Value Added - Regular Pass: See [RAM 5.12.1](#) for when the Contractor submits a ***Regular Acceptance Letter*** on a contract with value added features.
- (B) Qualified Pass: When the Contractor submits a ***Qualified Acceptance Letter***, the final estimate is paid, and the contract is placed into Qualified Reserve status. The contract is not closed and will remain active. This is also known as a status 10 in FLAIR. (See [RAM 5.11.2](#).)

5.11.1 Pass Packages

The same document packages are created for both types of Passes. These packages are known as the Disbursement Package, the Federal Aid Package, and the **Final Estimates Documentation** (formerly known as the **Final Estimates Package**). Distribution and other requirements of the packages are covered in the descriptions below.

- (A) The Disbursement Package, sent to the OOC, DOO, Contract Payment Section, consists of the **Form 700-050-37, Contract Estimate Transmittal - Action Request** and other documents necessary to process the final estimate, including the **Acceptance Letter**, final estimate, copies of settlement agreements, and court orders as appropriate to the contract. Additional comments or requests for action can be included in the space provided on **Form 700-050-37, Contract Estimate Transmittal - Action Request**. Include the DCE on the distribution.
 - (1) **Form 700-050-26, Final Interest Payment Log** will be generated in the **FES** application to calculate the payoff date required on the **Form 700-050-37, Contract Estimate Transmittal - Action Request**. The DFEO will submit both forms to the OOC, DOO, Contract Payment Section for their use.
- (B) The Federal Aid Package is sent to the Federal Aid Management Office per the **Federal Final Pass Desk Procedure** with the documents necessary to satisfy the requirements of FHWA. (See [Attachment 5-1](#), Letter 5-15.)
- (C) The **Final Estimates Documentation** reflects the minimum documentation necessary to be in **EDMS** upon contract closure. These documents are identified on **Form 700-050-20, Final Plans and Estimate Transmittal**.

5.11.2 Qualified Acceptance Management and Tracking Qualified Acceptance Issues

- (A) At the time of a Qualified Pass, send a **Receipt of Qualified Acceptance Letter** (See [Attachment 5-1](#), Letter 5-16) to the Contractor advising the Department's action. This letter instructs the Contractor to pursue the claims listed in the **Qualified Acceptance Letter** through the appropriate Department personnel in the District. Include the DCE and RE on the correspondence regarding the **Qualified Acceptance Letter**.

NOTE: On contracts less than \$3,000,000 the Contractor has 90 days and contracts greater than \$3,000,000 the Contractor has 180 days to submit complete documentation for claim(s). If the Contractor fails to submit a certificate of claims within the applicable time frame, the Department will notify the Contractor in writing. If the Contractor fails to submit their claim(s) within 10 calendar days from receipt of the notice, the claim(s) will be waived.

- (B) Should there be a partial resolution of the Contractor's original qualified issues, send a **Letter of Partial Payment** and **Acceptance Letter of Partial Payment** (See [Attachment 5-1](#), Letter 5-17 and Letter 5-17-A) to the Contractor and include the DCE and RE on the correspondence. This letter advises the Contractor of partial settlement of qualified acceptance issues. Use Section B of the letter to identify the outstanding issues.
- (C) When there is full acceptance on all issues within the original **Qualified Acceptance Letter**, send a **Letter of Full Payment** and **Acceptance Letter of Full Payment** to the Contractor that states all qualified issues have been resolved (See [Attachment 5-1](#), Letter 5-18 and 5-18-A).

NOTE: Once all issues are resolved, the Contractor *must* submit an Acceptance Letter to indicate agreement with the full settlement of all issues/claims on the contract.

- (D) Complete the Regular Pass to remove the contract from Qualified Reserve status and close the contract.

5.12 CONTRACT CLOSURE

5.12.1 Value Added Contracts

Value Added Contracts have value-added features entered in Contract Information and Monitoring (CIM) for warranties where the contractor is the responsible party (i.e., 338 Asphalt, 355 Concrete, 645 Signals, 725 Lighting). Contracts with manufacturer warranties are not considered value-added and should be placed in Status 50.

- (A) **Form 700-050-37, Contract Estimate Transmittal - Action Request** will be used to notify the OOC, District Materials Office, and District Compliance Manager that the contract is a value-added contract.
- (B) All contracts, except Traffic Marking contracts, will be placed in Status 52 – Value Added - Regular Pass.
- (C) Contracts with Traffic Markings warranties will remain open (Status 10).
- (D) All value-added contracts will remain open in PrC throughout the warranty period. DO NOT ENTER "PHYSICAL WORK COMPLETE" DATE OR CHANGE STATUS TO "COMPLETE".

NOTE: Value added contracts will remain in "Under Warranty" status until the warranty period has expired. When the contract is closed completely, it will go through the Pass and Payoff statuses as required in [RAM 5.11.1](#).

5.12.2 Terminated Contracts

Terminated Contracts follow the regular closeout and pass process, including issuance of an offer letter and receipt of acceptance letter and 21-A. Include the Notice of Termination of Contract for Convenience, signed by the Chief Engineer, in the pass package.

An SA to address the change in scope and/or termination settlement may be required.

5.12.3 Time Limit on Lawsuits

When a contract has been placed in Qualified Reserve status, the Contractor has 820 days from final acceptance date to file a lawsuit or pursue arbitration. The Contractor then has 120 days to serve the lawsuit. For this reason, it is advisable to wait an additional 120 days after expiration of the 820th day to close out the contract, especially if the Contractor filed a certified claim.

NOTE: When the DFEM prepares and sends the **Form 700-050-37, Contract Estimate Transmittal - Action Request** to the Comptroller's Office, the Special Council in the Central Office will be included in the correspondence. The DFEM will also send the following letters to the Central Office Special Council: **Memo of Impending Contract Close Out, Contract Close Out Letter**, and **Closeout due to Legal Settlement Letter**. All project records should be entered in **EDMS** and maintained for the appropriate retention period.

5.12.4 Notification of Impending Closure

If the DFEM has received no indication or response of any action on the disputes set forth by the Contractor in the Qualified Acceptance Letter at the end of the specified time frame, send a Memo of Impending Contract Close Out to the DCE and the RE requesting evidence that litigation or an arbitration was filed (See [Attachment 5-1](#), Letter 5-19.). Include the Central Office, Chief Civil Litigation Counsel on the correspondence. Proceed to RAM 5.12.5 after a 14-day waiting period.

5.12.5 Notification of Contract Close Out

If the DCE responds that the claims were not filed or that the Contractor no longer wishes to pursue them, the contract will be considered paid in full and closed by the Department. Notify the OOC, DOO, Contract Payment Section, of this action on **Form 700-050-37, Contract Estimate Transmittal - Action Request**. Include the Central Office, Chief Civil Litigation Counsel and the DCE on the correspondence. Then, send the Contractor a **Contract Close Out Letter**. (See [Attachment 5-1](#), Letter 5-20.)

5.12.6 Closing Memorandum from General Counsel's Office

If the DFEO receives a Closing Memorandum from the General Counsel's Office that all claims on a contract have been settled by legal action, send a **Closeout due to Legal Settlement Letter** to the Contractor (see [Attachment 5-1](#), Letter 5-21). Notify the OOC, DOO, Contract Payment Section, of this action on **Form 700-050-37, Contract Estimate Transmittal - Action Request**. Include the Central Office Chief Civil Litigation Counsel and the DCE in the correspondence.

5.12.7 Contract Closure due to Regular Acceptance by Contractor

Occasionally, a Contractor decides not to pursue the claims outlined in the **Qualified Acceptance Letter**. In this case, send the Contractor a **Request for Regular Acceptance Letter** (see [Attachment 5-1](#), Letter 5-22).

The execution and receipt of the **Regular Acceptance Letter** signifies the Contractor's acceptance of the amounts already paid as full and final settlement of all amounts due under the contract. Send **Form 700-050-37, Contract Estimate Transmittal - Action Request** to the OOC advising that no further monies are due, and the contract may be closed.

5.12.8 Final As-Built Plans

At the close out of the final estimate, the responsible District will ensure the **Final As-Built Plans** are entered into **EDMS** and indexed with the proper attribution. Within ten (10) business days of contract close out, the **Final As-Built Plans** will be available electronically.

Project Collaboration Site

To reduce costs to the Department, project collaboration sites are set to close 120 days after Final Acceptance. If the responsible District needs the collaboration site to remain open for coordination with the Contractor or project personnel, send a request to the District Administrator for the collaboration site to remain open and include a detailed reason why the collaboration site is needed. Otherwise, ensure all documents are inputted into **EDMS** and prepare the site for closure.

5.12.9 Unpaid Bills Notice from Subcontractor

If there are any unpaid bill notices from Subcontractor after the contract has been closed, an **Unpaid Bills Notice** will be sent to the Contractor. (See **Attachment 5-1**, Letter 5-23.) For further information, see **CPAM 6.1**.

5.13 ATTACHMENT

Attachment 5-1 Final Estimates Boilerplate Letters

Attachment 5-1 BOILERPLATE LETTERS

Final Estimate Boilerplate Letters can be found on the [State Final Estimate SharePoint site](#) (Internal Use Only) in editable format.

NOTE: The letters are used to convey necessary information to concerned parties throughout the close out process. The letters and memos are templates containing common boilerplate language. The DFEO representative will choose the appropriate paragraphs for a specific contract and delete the paragraphs and instructions which do not apply. No boilerplate letter can cover all situations that might arise. Occasionally, it may be necessary to insert additional paragraphs drafted to fit the circumstances arising on a specific contract (such as addressing bonds or value-added items).

Letter 5-01	Unpaid Bills Response Letter (to Claimant)
Letter 5-02	Request for Good Cause Letter
Letter 5-03	Unpaid Bills Response Letter (due to Good Cause)
Letter 5-04	Notification of Findings (NOF)
Letter 5-04-A	Acceptance Letter of NOF
Letter 5-05	Final Notice of Missing/Incomplete Documents (80 Day Letter)
Letter 5-06	Notification of Intent (NOI) to Suspend Certification of Qualification
Letter 5-07	NOI to Declare Non-Responsible
Letter 5-08	NOI to Suspend Qualification to Issue Bonds
Letter 5-09	NOF NOI
Letter 5-10	Request for Refund (to Surety)
Letter 5-11	Recovery of Overpayment Memo (to the DCE)
Letter 5-12	Recovery of Overpayment Memo (to the CO Chief Civil Litigation Counsel)
Letter 5-13	Impending Forfeiture Letter to the Contractor
Letter 5-14	Impending Forfeiture Letter to FHWA
Letter 5-15	Federal Final Pass Package Memo
Letter 5-16	Receipt of Qualified Acceptance Letter
Letter 5-17	Letter of Partial Payment
Letter 5-17-A	Acceptance Letter of Partial Payment
Letter 5-18	Letter of Full Payment
Letter 5-18-A	Acceptance Letter of Full Payment
Letter 5-19	Memo of Impending Contract Close Out
Letter 5-20	Contract Close Out Letter
Letter 5-21	Closeout due to Legal Settlement Letter
Letter 5-22	Request for Regular Acceptance Letter
Letter 5-23	Unpaid Bills Notice