

# OBSOLETE AS OF 1/31/2018

(Entire Manual was reorganized and renumbered)

## Chapter 1

### INTRODUCTION

#### 1.1 PURPOSE

The procedures outlined in the *Review and Administration Manual* 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 Packages* and *Offer Letters* to Contractors.

The information provided in this manual is not intended to supersede or circumvent pertinent specifications, special provisions, plans, plan notes, or other governing authority. The guidelines go hand in hand with, and are cross-referenced to, those presented in the *Basis of Estimates Manual*.

#### 1.2 AUTHORITY

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

#### 1.3 REFERENCES

Sections [337.141](#), *Florida Statutes (F.S.)*

[Rule Chapter 14-22](#), *Florida Administrative Code*

Section 9, [FDOT Standard Specifications for Road and Bridge Construction](#)

[Review and Administration Manual](#)

[Basis of Estimates Manual](#)

[Procedure 025-020-002, Standard Operating System](#)

#### 1.4 SCOPE

All Construction and Final Estimates personnel charged with the responsibility of verifying final pay quantities and effecting final contract payment and closeout.

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## 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](mailto: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 shall 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 shall be made upon the approval of the State Final Estimates Engineer (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 website:

[http://www.fdot.gov/construction/manuals/finalest/review%20&%20admin/All\\_History/RA-All-History.shtm](http://www.fdot.gov/construction/manuals/finalest/review%20&%20admin/All_History/RA-All-History.shtm)

## 1.6 ADOPTED REVISIONS AND ADDITIONS FOR MANUAL UPDATES

Only the chapters reflecting the adopted change(s) will be placed on the State Construction Office (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 shall 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

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in policy or substantive procedural change, as determined by the DFEMs, shall be processed in accordance with **Procedure 025-020-002, Standard Operating System**.

## 1.7 ELECTRONIC DATA STORAGE

The **Electronic Document Management System (EDMS)** is utilized to scan and index electronically 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:

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. 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 Estimate Packages** are required and hard copies will not be accepted for projects let after July 2016.

Raw data sheets used to calculate final estimate adjustments (such as the **Asphalt Concrete Pay Item Reduction Sheet, Form 700-050-71**) are required to be submitted into **EDMS** when used.

The Department is phasing in implementation of **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 scanned into **EDMS**.

## 1.8 TRAINING

Training in the preparation of Final Estimates 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: <https://fmsinternal.fdot.gov>. Official forms provided by the Department shall be used without alteration or modification.

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## Chapter 2

### DISTRICT FINAL ESTIMATES OFFICE

#### 2.1 PURPOSE

This procedure will serve as a preface to handling contract final estimates in the District Final Estimates Office (DFEO). It also presents a brief overview of the Final Estimates Section, as organized under the District Final Estimates Manager (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 of final payment.

**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. A progress estimate may be used to pay a Contractor for a late approved Supplemental Agreement (SA), Retainage, or Notification of Findings issued after the offer of final payment.

**Retainage:** A percentage of the Regular Work is deducted from the Contractor's pay estimate. The Department will determine the amount retained in accordance with **Section 9-5.1** of the [Specifications](#).

#### 2.3 PROCEDURES

##### 2.3.1 DFEO – Review Function

(A) **Operating Objectives** of the DFEO:

- (1) The DFEO staff is under the direct supervision of the DFEM. Their prime responsibility is to perform a final engineering review of the Final "As-Built" Plans and final pay quantities on all contracts handled by their District. This responsibility includes:

- (a) Verify that final pay quantities have been derived in accordance with the



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Contract Special Provisions, the Contract Plans, the applicable edition of the **Standard Specifications**, and FDOT procedures, primarily the [Construction Project Administration Manual \(CPAM\)](#). To verify that final pay quantities adhere to appropriate methods of measurement and basis of payment for each pay item as defined in the **Standard Specifications**, as well as the accuracy as defined in the [Basis of Estimate Manual \(BOE\)](#).

- (b) Confirm final pay quantities are mathematically correct within practical limits and conform to sound engineering practices.
- (c) Establish site source records, final measurement forms, and tabulation forms are correct and complete, as well as reflect the approved, constructed conditions, and observe the neat lines of the plans.
- (d) Determine that contract documents, affidavits, and certifications are correct and properly executed.
- (e) Verify that contract and line item adjustments were applied correctly.

## (B) **Basic Philosophy** of the DFEO:

- (1) In the performance of the technical review of completed construction contracts, the following principles are stressed:
  - (a) Each unit is to be made up of personnel with a sound understanding of the Design and Construction principles as employed throughout the District.
  - (b) Unit members are instructed by the DFEM to accomplish the final estimates review in a competent and efficient manner.
  - (c) The DFEM emphasizes to unit members that a full knowledge and understanding of the **Standard Specifications** is an important prerequisite for reviewing final estimates. When reviewing the **Standard Specifications**, special emphasis must be placed on **Section 9**, the method of measurement and basis of payment portion as applied to individual items.
  - (d) The DFEMs instruct their staff to use an inquisitive concern for accuracy and integrity when reviewing site source records and other data for final pay quantities.

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- (e) The DFEO must impartially determine pay quantities that are equitable and most nearly represent the work as completed and accepted within the limits authorized by the Department.
- (f) Should the reviewer determine that further project records are needed during the course of an engineering review, then the DFEO will request the Project Administrator (PA) to submit such additional records. The review shall not be complete until the additional records have been provided by the PA and all questions have been satisfied.

## (C) Education and Training:

- (1) To promote quality and consistency in the Department's Final Estimates function, the DFEO, in cooperation with the State Final Estimates Office (SFEO) and the State and District Construction Offices will provide the following training and qualification programs:
  - (a) Final Estimates Preparation: Personnel involved in final estimates documentation and preparation operations are given instructions through classroom style training. See **Chapter 9** of the [Construction Training Qualification Manual \(CTQM\)](#) for training requirements through the [Construction Training Qualification Program \(CTQP\)](#). More information is available on the [Office of Construction Training Website](#).
  - (b) Final Estimates Review and Administrative Closeout: DFEO personnel are given instruction in final estimate 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.

## (D) Development of Final Estimates Procedures and Guidelines:

- (1) The DFEM maintains a file on all current directives on final measurement, specification interpretations, and procedures related to final estimates.
- (2) The DFEM provides notification to the District Construction Engineer (DCE), the Resident Engineer, and the PA, of errors in the final estimate caused by misinterpretation of **Standard Specifications**, plan details, computer outputs, etc. This is done in an effort to avoid the same types of errors in the future. Independent Assurance (IA) Reviews and Post Audit Reviews (PAR) are utilized to provide evaluations of the Final Estimates Process.

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- (3) The DFEM reviews drafts of the **BOE** and provides comments.
- (4) The DFEM reviews drafts of the **CPAM** and provides comments.
- (5) The DFEO staff will provide personal on-site assistance to the PA on request - before, during and after construction - to establish methods for obtaining the most accurate final pay quantities possible.
- (6) The DFEM will coordinate the requests for the required software.
- (7) The DFEO staff will offer suggestions to the SFEO for specification changes and/or corrections to eliminate problem areas in the methods of measurement and basis of pay and to clarify intent.
- (8) The DFEM is tasked with identifying problem areas in policy, procedure, and Department work flow systems to the SFEO and District Management, as well as offering assistance in developing practical and efficient resolutions.
- (9) The DFEM will monitor the [Design Standards](#) for clarity and conformity with specification intent as related to measurement and payment, as well as offer suggestions to the Design office(s) to eliminate ambiguities.

## 2.4 Coordination of Plans and **Standard Specifications** with these Procedures

All instructions outlined in these procedures have been coordinated to aid and support the **Standard 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, Special Provisions, **Standard Specifications** changes, and directives will take precedence over these procedures in case of discrepancy. All such conflicts shall be brought to the attention of the State Final Estimates Engineer, so the procedures can be updated.

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## CHAPTER 3 ADMINISTRATIVE MANAGEMENT

### 3.1 PURPOSE

The purpose of this procedure is to outline the activities of the District Final Estimate Office (DFEO). It outlines the priority selection criteria used by the District Final Estimate Manager (DFEM) in assigning contracts to minimize the Florida Department of Transportation's exposure to the risk of overpayment errors and interest on delayed payments.

### 3.2 PROCEDURE

#### 3.2.1 General DFEO Administrative Functions

- (A) Receive and process the final estimate packages.
- (B) Track the contractor's acceptance of the offer of final payment.
- (C) Update the Final Estimate Status Report.
- (D) Assemble and forward the pass package (see Chapter 14 of this Manual).
- (E) Process unpaid bill claims.
- (F) Provide Quality Control Plan guidelines for receiving and maintaining final estimate packages (see Chapter 4 of this Manual).

The forms referenced in this chapter can be found on the Department's website:  
<http://www.dot.state.fl.us/proceduraldocuments/formsandprocedures.shtm>

#### 3.2.2 Final Estimate Processing

- (A) When a notification of final estimate submittal is received, the DFEO will verify that the information shown on the Final Plans and Estimate Transmittal, Form No. 700-050-20, has been submitted with the final estimate package.

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- (a) If the package does not contain the records outlined, send a list of the missing items along with the **Final Plans and Estimate Transmittal Form** to the Resident Office (RO).
  - (b) If the package contains records not pertaining to that Contract, notify the RO of the documents inadvertently included in the final estimate package.
- (1) Verify backup information is delineated by pay item number.
  - (2) Verify the **Field Records** are scanned into the Electronic Document Management System (EDMS). Check against the total number listed on the transmittal memo. Verify the **Field Record** numbers and general description are listed on the transmittal memo.
  - (3) Verify that the **Certification as to Accuracy of Final Payment, Form No. 700-050-38** is submitted (if applicable).
  - (4) Verify that the words "Final As-Built Plans" have replaced the words "Contract Plans" on the Key Sheet, and that changes occurring during construction have been detailed on the Final "As-Built" Plans set.
  - (5) Verify the Resident Engineer's Correspondence File has been scanned into EDMS.
  - (6) Check the time folder to ensure that it contains contract time changes that have occurred during the life of the Contract. Make sure it contains a summary sheet showing the original contract time and all time added.
    - (a) For Federal Aid contracts, each time extension or Supplemental Agreement must show the breakdown of Federal Aid participation in the contract time changes.
      - (1) On Projects of Division Interest (PoDi) contracts and Central Office Oversight Acceptance contracts, the District's requests for approval of federal participation may be included with the contract time changing document, in lieu of showing the actual breakdown, if the District has received no response to its request by the time the Final Estimate Package is submitted to the

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- (2) 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.
  - (7) When all items on the transmittal memo are accounted for, mark it "All Items Received" and submit written notification to the Project Administrator (PA).
  - (8) Contract Claim Settlements arriving with or after the Final Estimate Package 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 estimate package to the DFEM will be made by the PA on a progress estimate. Final Payment for Contract Claim Settlements after the final estimate package has been received by the DFEM shall 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) Supplemental Agreements for the settlement of claims which were executed after the Contract is completed.
- (B) **DFEM Work Sheet** (Form 700-050-32): This form is to be completed by the DFEO and scanned into EDMS. Items recorded on this form include:
- (1) Progress Final Estimate.
  - (2) Overruns and Underruns with explanations.
  - (3) Joint Project Agreements.
  - (4) Test Pile Letters.
  - (5) All correspondence concerning quantities.

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- (C) The Status Reporting System: The Final Estimates Record of Final Plans Form No 700-050-28 will be initiated in CARS by the Resident Office to start the status reporting process. The status reporting system will continue to be updated by the DFEM to provide accurate information on the status of the project close out.
- (1) The Status Categories are:
- (a) FINAL ACCEPTED– Construction Complete, Job in Resident Office
  - (b) FE PGK NOT SUBMITTED– Final Estimate Package Not Received as Required by DFEO
  - (c) NEW – Final Estimate Being Checked
  - (d) ADD. FIND. – Verify Changes, prepare for Submit to Contractor
  - (e) BEING HELD FOR INFORMATION
  - (f) SUBMIT – Final Estimate has been submitted to Contractor for their review and acceptance
  - (g) RESERVE – Contractor has submitted a Qualified Acceptance Letter indicating a claim
  - (h) PASSED – Comptroller has been advised to pay/close Contract
  - (i) PAID OFF – Contractor has received final payment/Closed
  - (j) FE PACKAGE RECEIVED – Submitted to DFEO

### 3.2.3 Final Estimate Package - Establishing Processing Priority

- (A) Need for Establishing Priority: [Section 337.141 of the Florida Statutes \(F.S.\)](#), provides for interest to be paid to the Contractor for delay by the Department in making final payment. See Chapter 14 of this Manual for details on calculating the Pay-off Date.
- (B) To assign jobs to the Initial Reviewer based on priority, use the following guidelines:



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

### **3.2.4 General Liability Claims: Processing Insurance Claims against the Contractor's General Liability Insurance**

Insurance claims are covered under the Contractor's general liability insurance. Such claims include personal injury, damage to vehicles in an area under construction, over spray on a vehicle due to bridge painting, structural damage to a home in the area of pile driving, etc. These types of claims shall be referred to the Contractor for attention. The particulars of the claim shall be sent to the Investigations Supervisor of the Office of General Counsel at [claims.review@dot.state.fl.us](mailto:claims.review@dot.state.fl.us). (**See Figure No. 3-1**). To assist Department employees in processing and forwarding such claims, the Office of the General Counsel has developed **General Liability Claim Procedure No. 225-085-001**. The guidelines and requirements established in this procedure become a basis for assessing accountability and to assist the Office of General Counsel and the Department of Insurance in processing these claims. Copies of this procedure may be obtained from the Office of General Counsel.

### **3.2.5 Department's Receipt of Unpaid Bill Notices from Subcontractors or Material Suppliers**

Throughout the life of the Contract, complaints can be received alleging non-payment on the part of the prime contractor to subcontractors and materials suppliers.

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 in Construction Automated Reporting System (CARS). The entries shall consist of claims from subcontractors, subordinate subcontractors, and material suppliers on construction contracts let by both 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 RO or DCE notifies the DFEM that the claim has been paid.



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- (A) **CPAM 6.1** details the process for unpaid bills during construction.
  - (1) The RO will ensure the DFEM is included in all correspondence, so the Unpaid Bills Tracking System can be maintained.
  
- (B) **CPAM 14.1.5** details the process for unpaid bills after final acceptance.

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### **3.3 LIST OF SAMPLE LETTERS FOLLOWING THIS CHAPTER**

- Sample Letter 3-1 ..... Acknowledgement of Property Damage Claim
- Sample Letter 3-2 ..... Notification to Contractor of Property Damage Claim
- Sample Letter 3-3 ..... Acknowledgement of Receipt of Notice of Unpaid Bills
- Sample Letter 3-4 ..... Notification to Contractor of Unpaid Bills where  
Contractor Has Not Disclosed the Dispute
- Sample Letter 3-5..... Response to Letter from Sub-Contractor/Supplier where  
Contractor has Claimed Good Cause

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## Sample Letter 3- 1 ACKNOWLEDGEMENT PROPERTY DAMAGE CLAIM

Claimant's Name \_\_\_\_\_ Date \_\_\_\_\_  
Claimant's Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

Dear Sir / Madam:  
APPLY, INDIVIDUALLY

PROPERTY DAMAGE CLAIM  
Financial Project ID: \_\_\_\_\_  
Federal Aid Project Number: \_\_\_\_\_  
Contract Number: \_\_\_\_\_ County: \_\_\_\_\_  
Description: \_\_\_\_\_

This is to acknowledge receipt of your letter dated \_regarding damage to \_\_\_\_\_.

In accordance with Section 7-12 of the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction, the contractor is responsible for any project related claims. The Department has submitted a copy of your letter to (Prime Contractor's Name) who is the contractor for this project. Future contact about this claim should be made directly with (Prime Contractor's Name, Address, and Telephone).

By copy of this letter, this office is also notifying the Department's Legal Office of your claim. Please submit any future correspondence to the Department's Legal Office at the following address:

State of Florida  
Department of Transportation  
Office of the General Counsel  
Attn: Investigations Supervisor  
605 Suwannee Street  
Tallahassee, Florida 32399-0458

Sincerely,

Project Engineer  
Address

Initial/Initial  
Attachment  
cc: Contractor  
General Counsel, Investigations Supervisor, w/attachment\*  
District Construction Engineer, w/attachment\*  
District Final Estimate Manager, w/attachment\*  
Project correspondence file  
\*Attachment: copy of letter from claimant

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## Sample Letter 3- 2 NOTIFICATION TO CONTRACTOR OF PROPERTY DAMAGE CLAIM

|                            |                         |
|----------------------------|-------------------------|
| Contractor's Name          | Date                    |
| Contractor's Address       |                         |
| City, State Zip            |                         |
| Re: Claimant: _____        | Date of Incident: _____ |
| FPID No: _____             | Contract No.: _____     |
| County: _____              |                         |
| Project Description: _____ |                         |

Dear Contractor:

The Florida Department of Transportation (FDOT) has determined that the location and time in which the incident giving rise to this claim occurred is within the scope of your responsibility under Contract No.: \_\_\_\_\_.

The Contract includes insurance and indemnification provisions. (See FDOT's Standard Specifications for Road and Bridge Construction sections 7-12.1 and 7-13.2.) Accordingly, please promptly contact the claimant, or the claimant's attorney if applicable, to address and resolve this claim on behalf of FDOT. Attached are copies of the claim documents.

Also, please immediately forward this letter to your general liability insurer. FDOT, which is contractually required under section 7-13.2 (referenced above) to be an Additional Insured under your policy, hereby tenders this claim to your insurer for coverage thereunder.

We are confident that you and your insurer will satisfactorily resolve this claim, however, should this not occur, FDOT reserves the right to seek reimbursement against you and/or your insurer for any and all monies which may be ultimately paid or incurred by FDOT or others to resolve this claim.

Sincerely,

Project Engineer  
(Area Code) Phone Number

Initial/Initial  
Attachment  
cc: Claimant w/attachment\*  
General Counsel, Claims Administrator w/attachment\*  
Risk Management w/attachment\*  
District Construction Engineer w/attachment\*  
District Final Estimate Manager w/attachment\*  
Project correspondence file  
\*Attachment: copy of letter from claimant

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## Sample Letter 3- 3 ACKNOWLEDGEMENT OF RECEIPT OF NOTICE OF UNPAID BILLS

|   |               |
|---|---------------|
| Claimant's Name   | Date          |
| Claimant's Address  |               |
| City, State, Zip  |               |
| Dear Sir / Madam:<br>APPLY, INDIVIDUALLY  |               |
| NOTIFICATION OF UNPAID BILLS  |               |
| Financial Project ID:   | _____         |
| Federal Aid Project Number:   | _____         |
| Contract Number: _____  | County: _____ |
| Description:  | _____         |
| <p>This office has received your notification of unpaid bills related to the above referenced job (copy attached), where <u>Prime Contractor's Name</u>, is the Prime Contractor and Principal on the Contract Bond.</p> <p>The surety company for this contract is <u>Surety's Name and Address</u> and it is suggested that you carefully review Florida Statutes Section 337.18 if you wish to preserve or pursue a claim against the Contract Bond or the Prime Contractor. You may also want to seek legal counsel concerning this matter.</p> |               |
| Sincerely,  |               |
| District Final Estimate Manager<br>(Area Code) Phone Number   |               |
| Initial/Initial<br>Attachment<br>cc: Surety, w/attachment*<br>Prime Contractor, w/attachment*<br>Subcontractor, if applicable, w/attachment*<br>Manager, Contract Administration Office, w/attachment*<br>District Construction Engineer, w/attachment*<br>State Construction Engineer, w/attachment*<br>Project correspondence file<br>*Attachment: copy of letter from claimant   |               |

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## Sample Letter 3-4

### NOTIFICATION TO CONTRACTOR OF UNPAID BILLS WHERE CONTRACTOR HAS NOT DISCLOSED THE DISPUTE

|   |               |
|---|---------------|
| Claimant's Name   | Date          |
| Claimant's Address  |               |
| City, State, Zip  |               |
| Dear Sir / Madam:<br>APPLY, INDIVIDUALLY  |               |
| NOTIFICATION OF UNPAID BILLS  |               |
| Financial Project ID:   | _____         |
| Federal Aid Project Number:   | _____         |
| Contract Number: _____  | County: _____ |
| Description:  | _____         |
| This office has received notification of unpaid bills from <u>(Claimant's Name)</u> on the above referenced job, a copy of which is enclosed.   |               |
| As we are in receipt of your 21-A (Bond Release) document stating under Item 4, page one, ..." there are no claims or suits pending against...said contract except as listed below", we are asking that you respond to the Florida Department of Transportation as to each such notice within ten (10) days by showing good cause for nonpayment or proof of payment to the claimant. |               |
| Please send a copy of that reply to <u>(Subcontractor/Supplier Claimant's Name and Address)</u> .   |               |
| No further payment will be made on this job until receipt of your response.   |               |
| Sincerely,  |               |
| District Final Estimate Manager<br>(Area Code) Phone Number   |               |
| Initial/Initial<br>Attachment<br>cc: Claimant, w/attachment*<br>District Construction Engineer, w/attachment*<br>Project correspondence file<br>*Attachment: copy of letter from claimant   |               |

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## Sample Letter 3-5 RESPONSE TO LETTER FROM SUB- CONTRACTOR/SUPPLIER WHERE CONTRACTOR HAS GOOD CAUSE

Claimant's Name  
Claimant's Address  
City, State, Zip

Date

Dear Sir / Madam:  
APPLY, INDIVIDUALLY

### NOTIFICATION OF UNPAID BILLS

Financial Project ID: \_\_\_\_\_

Federal Aid Project Number: \_\_\_\_\_

Contract Number: \_\_\_\_\_ County: \_\_\_\_\_

Description: \_\_\_\_\_

This letter acknowledges receipt of your letter dated (Date of Letter) to this office advising us that you have not been paid for labor and/or materials furnished by you on the above project. Your letter will be maintained in a central file in accordance with Section 337.11(11) Florida Statutes. In order that our records remain up to date, please keep us advised as to what efforts you are making to collect the sums you claim are due you and the ultimate resolution of your claim.

The contractor has certified that the sums you claim are due to you are disputed. This certification on the part of the contractor constitutes good cause in accordance with Section 337.11(11) Florida Statutes, and permits the Contractor to receive further progress payments. It is not the role of the Department to resolve payment disputes between the Prime Contractor and its subcontractors or suppliers.

The surety company for this Contract is (Surety's Name and Address), and it is suggested that you carefully review Florida Statutes Section 337.18 if you wish to preserve or pursue a claim against the Contract Bond or the Prime Contractor. You may also want to seek legal counsel concerning this matter.

Should you have any questions with regard to this or any other matter, please feel free to call or write at any time.

Sincerely,

District Final Estimate Manager  
(Area Code) Phone Number

Initial/Initial  
Attachment

cc: Claimant, w/attachment\*  
District Construction Engineer, w/attachment\*  
Project correspondence file

\*Attachment: copy of letter from claimant

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## Chapter 4

### REVIEW FUNCTIONS, TYPES AND CERTIFICATION OF THE FINAL ESTIMATE PACKAGE

#### 4.1 PURPOSE

To define the Initial Reviewer's functions and contrast with the Overviewer's function. To define the review types, in-depth review by Initial Reviewer and Overviewer, in-depth review by Initial Reviewer only, and the risk based reviews. To outline the submission process to the paid off status of a ***Certified Final Estimate Package*** submitted by Consultants and Florida Department of Transportation (Department) personnel. This is done to minimize the Department's exposure to the risk of overpayment errors and interest on delayed payments. To outline the functions related to the reviewing process of the Final Estimate Package, these procedures apply to both Class 1 and District Contracts. This Manual coordinates with the ***Preparation and Documentation Manual (P&DM) (Topic No. 700-050-010)***.

##### 4.1.1 Resident Office/Consultant Quality Control (QC) Plan

A Sample QC Plan is shown in [Attachment 4.3](#) of this chapter. The Resident Office (RO)/Consultant may elect to use this QC Plan, but shall do so by submitting a letter to the District Final Estimates Manager (DFEM) requesting authorization and attach this QC Plan with the name of the firm Resident Officer and the person(s) responsible for the Certified Final Estimate. Should the RO/Consultant elect to develop their own QC Plan, it shall detail the process of submitting a ***Certified Final Estimate Package*** to the District Final Estimate's Office (DFEO) and a copy shall be submitted to the DFEM. The letter and/or QC Plan shall be submitted to the DFEM prior to the beginning of construction.

##### 4.1.2 Certification of the Final Estimates Package

Final Estimates Level II, Qualified Personnel responsible for the Final Estimate Package shall submit a certification stating that all quantities submitted are true and correct [Computation Book Pay Item Summary and Certification Sheet \(Form No. 700-050-10\)](#).

After a Post Audit Review (PAR) by the DFEO has been completed and errors are found (monetary and/or procedural) the responsible person shall be contacted and given the chance to answer to the findings. Should the procedural errors be substantiated, the report will provide feedback in a manner according to the condition of the findings so the Final Estimates Process will be performed in a positive manner. See [Chapter 15](#) of the [Review and Administration Manual](#) for details.

**Note:** Certification of Quantities by Others(items requiring a Certification of Quantities will



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be provided by the Contractor.) The Resident Office (RO)/Consultant shall review these Certifications and use reasonable investigation during the invoice period, to insure to the best of his/her knowledge, these quantities are correct. If an error or omission is a result of erroneous information provided on these Certifications, the RO/Consultant will not be held responsible for these quantities on the **Certified Final Estimate Package**.

## 4.1.3 Certified Final Estimates Package Submittal to the DFEO

- a) The Final Estimate(s) is to be submitted within thirty (30) calendar days after final acceptance.
- b) The **Offer of Final Payment Letter** shall be submitted to the Contractor on the Consultant's letterhead (Consultant's only) or the Department's letterhead (Internal only) and a copy placed in the **Comp Book** within thirty (30) calendar days after final acceptance.

## 4.1.4 Consultant Construction Engineering Inspection (CCEI) Scope of Services

The CCEI Scope of Services shall be utilized to develop the Scope of Service for contracts that are to have a certified final estimate prepared by a Consultant.

- (A) Submittal to District Final Estimates Office (DFEO):
  - 1) Documentation and Records in compliance with the Contract Documents, Statewide QC Plan or Consultants approved QC Plan and the Department's procedures; and
  - 2) One set of final "as – built" plans and
  - 3) The Final Estimate(s), along with a copy of the **Offer Letter**, is to be submitted within thirty (30) calendar days after final acceptance.
- (B) Preparation of Final Estimates Qualification (Level II):
  - 1) Consultant personnel preparing the Certified Final Estimate Package shall be Level II Qualified for the Preparation of Final Estimates. See **requirements below** for FE Certification/Qualification under the Construction Training Qualification Program (CTQP).

- (C) Certification by Consultants ([see Attachment 4-1](#))

A duly authorized Officer of the Consultant firm will provide a notarized

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certification that:

- 1) The Final Estimate was prepared in full compliance with the Contract Documents, QC Plan, and the Department's procedures; and
- 2) The Final Estimate is true and correct as determined by the Consultant's review; and the **Offer of Final Payment Letter** was made in accordance with the Procedures; and
- 3) The Consultant hereby submits the Final Estimate(s) Package to the DEFO in compliance with the Contract and Departments procedures; and
- 4) That for separate, good, and valuable consideration, the payment and receipt of which is acknowledged, the Consultant hereby agrees to indemnify and hold the Florida Department of Transportation, and its officers and employees harmless from all liabilities, damages, costs, and attorney fees incurred and paid as a result of the negligence, recklessness, or intentional wrongful misconduct of the Consultant and persons employed or utilized by the Consultant in the preparation and audit of the Final Estimate(s).

## 4.1.5 Final Estimates Qualification (Level II)

Personnel preparing the Certified Final Estimate Package shall be Level II Qualified for the Preparation of Final Estimates. See [Chapter 9 of the Construction Training Qualification Manual, \(Topic No. 700-000-001\)](#). Training classes will be offered through the Construction Training Qualification Program (CTQP). For information on current training classes, please refer to the State Construction Office's web site.

## 4.2 PROCEDURES

### 4.2.1 Review Functions

- (A) The Initial Reviewer and the Overviewer's functions differ principally in the degree of judgment required and the focus width and degree of attention given to the pay items reviewed.
  - 1) Initial Reviewers perform a thorough check of any pay item reviewed. They shall be familiar with the overall character, scope, and type of work required by the contract before beginning any reviewing. For Certified Final Estimates submitted by a Consultant, final estimates duties must be included in the Scope of Services.
- (B) The Overviewer's function contrasts with the Initial Reviewer function, in as much as

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the Overviewer is expected to exercise considerable judgment in reviewing changes made by the Initial Reviewer and the in-depth reviewing of any area which the Overviewer feels the Initial Reviewer or a Risk Based Reviewer may have neglected. The Overviewer will usually have a combination of several years of experience working on transportation construction projects and/or reviewing them. The Overviewer verifies all changes, and carefully checks specific items that have not been initially reviewed. In keeping with sound reviewing practices, the Overviewer, like the Initial Reviewer, shall never be allowed to check their own work. For a given contract, the same individual shall never be assigned or allowed to do more than one of the three final estimate functions of preparation, Initial Review, or Overview.

- (1) The Overviewer is to review and confirm any and all changes to the final estimate made by the initial reviewer.
- (2) From the verified quantities the Overviewer makes a quantity update of the last monthly or progress estimate, which was run in Site Manager. This update becomes the Progress or Final Estimate.
- (3) The Overviewer (preferably the DFEM) must discuss all significant changes made to the final estimate with the Project Administrator (PA). These changes must be clearly understood and agreed to by the PA before a final estimate is submitted to the Contractor. In this way, there will be no disagreement among the Department's personnel during any subsequent arbitration or litigation by the Contractor for additional compensation. If the DFEO staff and the PA are not able to come to an agreement, the DFEM shall explain the matter to the Resident Engineer (RE) and attempt to come to an agreement. If the DFEM and the RE are not able to come to an agreement, the District Construction Engineer (DCE) shall decide the matter and inform the PA, the RE and the DFEM of the Department's position in the matter.
- (4) After the DFEO staff and PA have agreed on all significant changes to the final estimate, the DFEO staff will update the explanation of overruns and underruns unless extensive changes are required. If extensive changes are required to the explanation of overruns and underruns, the DFEM shall return it with a transmittal memo to the RE who will instruct the PA to provide an updated version within seven (7) calendar days of the date of the transmittal memo.

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## 4.2.2 Review Types

The DFEM or designee shall have the responsibility and the authority to exercise judgment in deciding which reviews are appropriate for a specific contract. Factors the DFEM or designee shall consider in making this decision are 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 available reviewers.

The basic review types are shown in [Attachment 4-4](#) of this chapter.

## 4.2.3 Contract Assignment and Priority Selection Criteria

The individual job reviewing assignments and the decision as to the particular type of review to be accomplished shall be made by the DFEM or designee based on judgment and established priorities. The DFEM or designee is required to see that follow-up action is taken and/or new information is obtained for the timely completion of assignments. The DFEM or designee accomplishes this task by taking the following steps:

- (A) Weekly Review of Staff Priorities: At least once a week the DFEM or a designee shall make a complete review of all the contracts assigned to the staff. Updates and/or actions should be taken in consideration.
- (B) The DFEM or designee directs the Initial Review, Overview, and answers questions that may arise at the staff level. Major decisions will be coordinated with the DCE, the District Secretary (DS), the Director, Office of Construction, and the State Final Estimates Manager (SFEM).

## 4.2.4 Review Marking Conventions

- (A) In the event of litigation by the Contractor, a review by the Department's Inspector General's Office, or an FHWA review, it will be necessary to know who has worked on a particular final estimate. In order to readily identify the DFEO's personnel the person(s) responsible shall sign the last page of the [Computation Book Pay Item Summary and Certification Sheet \(Form No. 700-050-10\)](#) included in the computation book. This shall be done in a fashion similar to the signature blocks for the Project Manager (PM) and the Resident Engineer (RE).

The Initial Reviewer and Overviewer (if any) shall print their name followed by the words "Initial Reviewer" or "Overviewer" as appropriate, as well as the date on which their review was completed. They shall place their signature just above their printed name and initial beside that in the same manner as the initials placed everywhere else in the final estimates document. In order to identify each individual's work at all other locations within the final estimates document the following ink or pencil color and initialing conventions shall be observed by the DFEO/Consultant personnel

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when working in the plans, in the **Comp Book**, in field books, in separate bound computation volumes, and on any forms such as the [Engineer's Work Sheet \(Form No. 700-010-14\)](#).

- 1) Ink or Pencil Color Conventions:
  - (a) The PA and staff shall work in Black ink or Black pencil.
  - (b) The Initial Reviewer shall work in Red ink or Red pencil.
  - (c) The Overviewer shall work in Blue ink or Blue pencil.
  - (d) The DFEM shall work in Green ink or Green pencil.
- 2) Initialing Conventions:
  - (a) For these initialing conventions the word "reviewed" shall indicate that the Reviewer has reviewed the material and agrees or has made corrections. All Reviewers shall initial or place a check mark beside all work they have personally reviewed.
  - (b) No Reviewer shall place their initials or check mark beside any material they have not personally reviewed.
  - (c) All Reviewers will initial beside each area of work they have reviewed, with the following exception. Where there is a sequential series of reviewed areas on the same page, which have all been reviewed by the Reviewer, and there is no material which the Reviewer has not reviewed between these sequential areas, then the Reviewer shall initial the first and last of the sequential reviewed areas on that page. Place a check mark beside all other reviewed areas between the first and the last of the sequential reviewed areas on that page.

Initial Reviewers shall place their initials on the [Computation Book Pay Item Summary Sheets \(Form No. 700-050-10\)](#) included in the front of the **Comp Book**. They shall place their initials or a check mark on the line, in the **Summary Sheets** beside each pay item they have reviewed.

Once reviews are performed, report the findings on the proper form. Refer to [Chapter 2, Figure 2-1](#) for [Final Estimates Field Review \(Form No. 700-050-36\)](#).

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## 4.3 REVIEW DOCUMENTATION OF A CERTIFIED FINAL ESTIMATE

The DFEO shall prepare a written report ([See Example, Attachment 4-5](#)) for the Certified Final Estimate reviewed and submit this report to the SFEM.

The Review frequencies provided below will be the minimum requirement on the number of projects (based on their degree of value) that will be performed on Certified Final Estimates Packages.

### Minimum requirements for PAR frequencies

|            | \$100M or > | \$50M to \$100M | \$25M to \$50M | \$2M to \$25M | <\$2M      |
|------------|-------------|-----------------|----------------|---------------|------------|
| <b>PAR</b> | <b>100%</b> | <b>50%</b>      | <b>40%</b>     | <b>35%</b>    | <b>15%</b> |

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## LIST OF ATTACHMENTS FOLLOWING THIS CHAPTER

|                          |   |
|--------------------------|---|
| Attachment No. 4-1 ..... | Certification As To Accuracy Of Final Payment |
| Attachment No. 4-2 ..... | Flow Chart                                    |
| Attachment No. 4-3 ..... | Sample Quality Control Plan                   |
| Attachment No. 4-4 ..... | Review Types                                  |
| Attachment No. 4-5 ..... | Sample Post Audit Review Letter               |
| Attachment No. 4-6 ..... | Example of Formal Report                      |

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## Attachment 4-1

|   |   |   |
|---|---|---|
| STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION   |   | 700-050-38<br>OGC - CONSTRUCTION<br>08/04 |
| <b>CERTIFICATION AS TO ACCURACY OF FINAL PAYMENT</b>  |   |   |
| <p>The undersigned _____, on behalf of and as a duly authorized representative of _____, (hereinafter referred to as the "Consultant") hereby certifies, to the best of Consultant's knowledge, information and belief, to the Florida Department of Transportation (hereinafter referred to as the "Department") as follows:</p>   |   |   |
| <p>1. That the Final Estimate package for Contract Number _____, Financial Project Number(s) _____, (hereinafter referred to as the "Final Estimate") is in compliance with the Contract, Statewide Quality Control Plan or other acceptable plan as developed by the Consultant, and the the Department's procedures; and</p>  |   |   |
| <p>2. That the Final Estimate is true and correct as determined by the Consultant's reasonable and independent investigation and measurements; and</p>  |   |   |
| <p>3. That the Consultant hereby recommends that the Department make payment based on the attached Final Estimate; and</p>  |   |   |
| <p>4. That the Consultant hereby agrees to indemnify and hold the Florida Department of Transportation, its officers and employees harmless from all liabilities, damages, costs, and attorney fees incurred and paid as a result of the negligence, recklessness, or intentional wrongful misconduct of the Consultant and persons employed or utilized by the Consultant in the preparation and/or audit of the Final Estimate as outlined in the Scope of Services. The Department also reserves the right to recover from the Consultant any increased costs, delays or other damages to the Department due to errors and/or omissions under applicable Florida Statutes (334.044(2); 334.048.20.23(3)(a) and 337.015).</p> |   |   |
| <p>5. Monetary Amount Submitted _____</p>   |   |   |
| <p>State of Florida<br/>County of _____<br/>Sworn to and subscribed before me this _____ day of _____, _____, by _____<br/>_____<br/>(Print name of the person signing the Certification)</p>   | <p>A false statement or omission made in connection with this certification is sufficient cause for suspension, revocation or denial of qualification, and may subject the person and/or entity making false statement to any or all civil and criminal penalties available pursuant to applicable Federal and State Law.</p> |   |
| <p>Notary Public _____<br/>_____<br/>Commission Expires _____</p>   | <p>_____<br/>Consultant</p>   |   |
| <p>Personally Known _____ OR Produced Identification _____<br/>Type of Identification Produced _____</p>  | <p>_____<br/>By</p>   |   |
| <p>Distribution:<br/>Original - District Final Estimates Manager<br/>Copy - State Final Estimates Manager<br/>Copy - Attached to front of Computation Book</p>  | <p>_____<br/>Title</p>  |   |



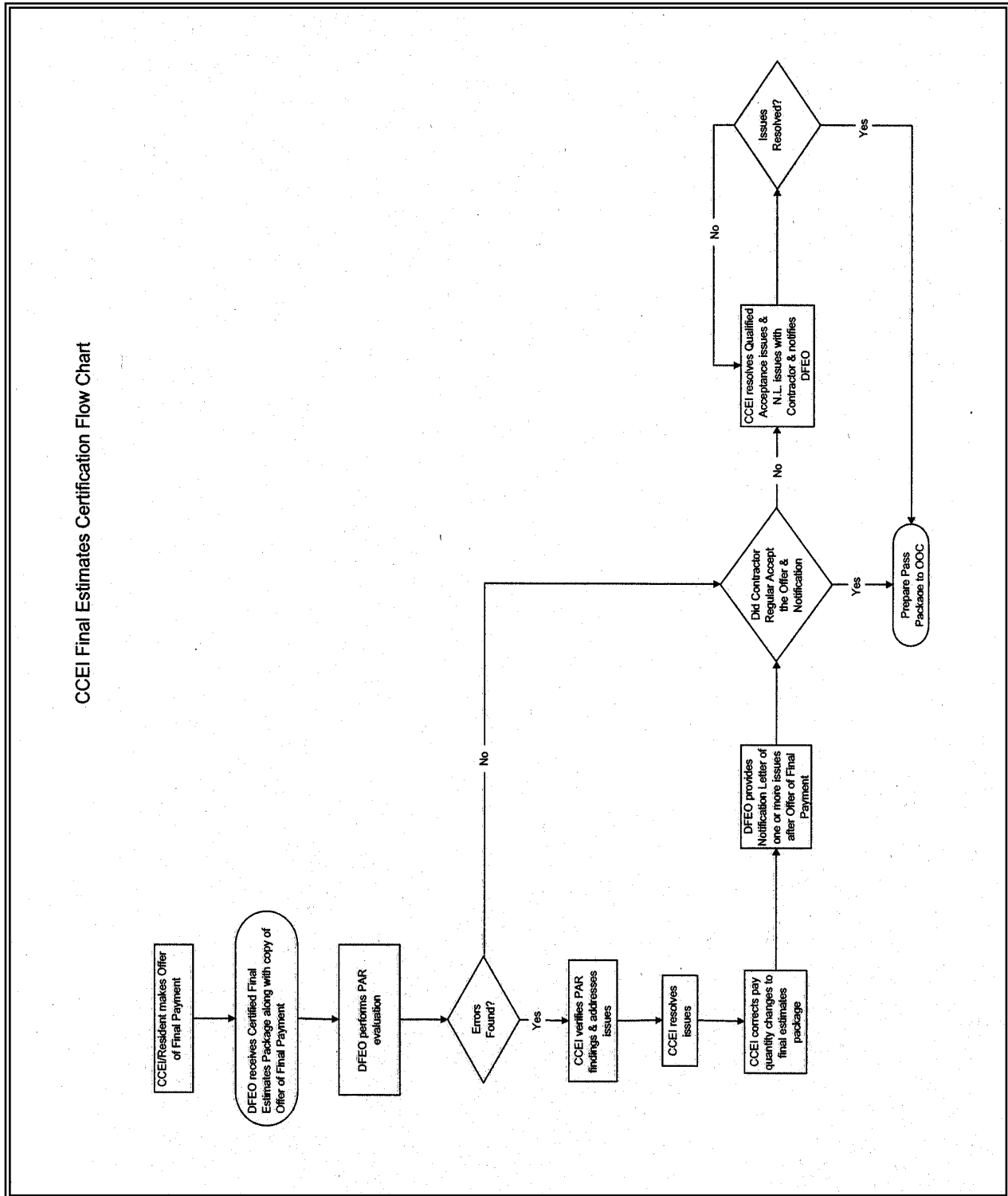
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### Attachment 4-2



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## Attachment 4-3

### SAMPLE QC PLAN

**Name of Firm or Resident Office**

**Name of Person Responsible for Certified Final Estimate**

**Purpose and Scope**

This document describes QC procedures used in a review of a final estimates package. The RO or designee is responsible to ensure that the final estimates package is complete, accurate, clearly observes contract documents and plans, is responsibly supported and is timely submitted to the DFEO after offer of final payment to the Contractor. The goal of this approach is to expedite the review process and attain a quality final estimates package that is compiled throughout the life of the contract. These procedures apply to both Class 1 and District Contracts.

### Reference Documents and Manuals

- (A) Job Contract Documents: The following documents are referenced within this document and are implicitly included in the term Job Contract:
- (1) Special Provisions
  - (2) Technical Special Provisions
  - (3) Plans
  - (4) Roadway Design, Structures, and Traffic Operations Standards
  - (5) Developmental Specifications
  - (6) Supplemental Specifications
  - (7) Standard Specifications
  - (8) Bid Blank
- (B) Department of Transportation Documents: The following procedures and guidelines are referenced in preparation for a review of the final estimates package.
- (1) Basis of Estimates Handbook
  - (2) Preparation and Documentation Manual
  - (3) Computation Methods for Design, Construction, and Final Estimate Handbook
  - (4) Review and Administration Manual
  - (5) Final Estimates Guide List
  - (6) Construction Project Administration Manual

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## Definitions

The following explanations define the intended use of the terms within and in conjunction with this document:

**Acceptable:** An area where evaluation of critical requirements indicates a process is in compliance with predetermined criteria.

**Adequacy:** The existence of sufficient coverage to support all tasks and functions at the prescribed level of competency as described in the reference manuals.

**Critical Requirement:** An essential and measurable activity in a Department process without which the process cannot be carried out.

**Overviewer:** Uses judgment in reviewing changes made by the Initial Reviewer, as well as in reviewing in-depth any other area deemed appropriate as outlined in Level of Assessment below.

**Final Estimates Package:** All documents necessary to provide a historical and legal record of the work performed on the project in accordance with the job contract for final payment to the Contractor. Contents are referenced in the ***R&AM, Chapter 3, Section (2) (b)***.

**Initial Reviewer:** Performs a thorough check of the final estimates package (preferably done during the life of the project rather than after the fact).

**Significant Finding:** A monetary or procedural error showing neglect in producing and/or maintaining the necessary final estimates package and documentation.

**Unacceptable:** An area where evaluation of the critical requirements indicates a process is not in compliance with predetermined criteria.

## Level of Assessment

(A) Resident Office (RO) Level and/or District Office (DO) Level

- (1) Pre-Review Meeting - The RO/DO may arrange a pre-review meeting with the assigned CEI staff on how to manage the final estimates package development of all newly awarded contracts. The determination to conduct the meeting will be based on the complexity of the contract and the level of experience of the project staff. An appropriate checklist and/or other material for estimates package development will be provided to the CEI staff at this meeting.

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- (2) Pay Item Review - This determination will be based on the following criteria:
  - (a) Size and complexity of project
  - (b) Pay item problem areas
  - (c) Statewide required pay items where these pay items are a major item of work as defined in **Article 1-3 of the Standard Specifications**:
    - (1) Earthwork
    - (2) Asphalt
    - (3) Concrete
  - (d) All material penalties and failures. Open samples and Material Certification issues should be resolved before submittal of the Final Estimate Package.
- (3) Frequency of Review - The following intervals are minimums.
  - (a) There will be one review for construction contracts with an original contract amount of less than two million dollars.
  - (b) There will be two reviews for construction contracts with an original contract amount of two million dollars to ten million dollars.
  - (c) There will be three reviews for construction contracts with an original contract amount of more than ten million dollars.
  - (d) A minimum of one review will be performed for Lump Sum and Design Build Contracts.

Reviews may also be performed at percent completion of the projects, such as follows:

One review to be performed at no less than 80% of project completion.

Two reviews to be performed at 60% and 90% of projects completion.

Three reviews to be performed at 30%, 60%, and 90% of projects completion.

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- (4) The DFEM has the authority to exercise judgment in deciding which pay items are to be reviewed for a specific contract. The RO will work with the Reviewer for each contract to ensure compliance with established procedures.
- (B) District Level Only
- (1) Consists of:
    - (a) Reviewing and updating the overrun and underrun explanations.
    - (b) Reviewing the final contract time file, test reports and failures, as well as the Initial Reviewer's changes, field review reports, and checklists.
    - (c) Reviewing adjustments, work orders, and Supplemental Agreements to ensure they are included in the final estimate.
    - (d) Reviewing calculations for Fuel and Bituminous Adjustments
    - (e) Preparing and or assisting the RO prepare the final estimate for submittal to the Contractor and the complimentary paperwork for support of the submittal as described in **Chapter 14, Sections 1 and 2 of the R&AM.**
    - (f) Provide Notification of Findings Due to Additional Review Letters as needed for modification of the original Offer of Final Payment.
    - (g) Prepare Post Audit Review Letter.  
[\(See Example, Attachment 4-5\).](#)
  - (2) Administrative Close out (DFEO ONLY) - Consists of:
    - (a) Tracking, Receiving, and Reviewing Contract Documents **Chapter 14, Sections 3, 4, 7, and 9 of the R&AM**
    - (b) Pursuit of Overpayments - **Chapter 14, Section 6 of the R&AM**
    - (c) Contractor's Acceptance - **Chapter 14, Section 8 of the R&AM**
    - (d) Pass Process - **Chapter 14, Section 10 of the R&AM**
    - (e) Contract Closure - **Chapter 14, Section 11 of the R&AM**

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## Attachment 4-4

### REVIEW TYPES

- (A) In-depth review with Initial and Overview phases: In this review all pay items, adjustments, contract time, penalties, incentives and liquidated damages, and material test failure resolutions are checked by the Initial Reviewer. The Overviewer will confirm all changes, investigate any issues overlooked by the Initial Reviewer, and produce a final estimate to be used in making an offer of final payment to the Contractor. The Overviewer should review the final results with the Initial Reviewer.
- (B) Problem Area Review: An initial review of any problem area. Earthwork, Asphalt and Concrete pay items will also be included when these are major items of work as defined in **Article 1-3 of the Standard Specifications**. The initial review can be accomplished in the field or at the DFEO. In this type of review, the overview phase can also be accomplished in the field. An Overviewer will confirm all changes, investigate any issues not checked by the Initial Reviewer and produce a final estimate to be used in making an offer of final payment to the Contractor. The Overviewer should review the final results with the Initial Reviewer.
- (C) Flow Chart Review Process of a Certified Final Estimate Package ([See Attachment No. 4-2](#)) (DFEO ONLY): The implementation of this new process will require the Districts to review each estimate package submitted.
- (1) Certified Final Estimates Package Received
- (a) After the Resident Office (RO) delivers the Estimates Package to the DFEO, the DFEM shall ensure that the Final Estimates Package and Certification letter ([See Attachment 4-1](#)) is complete, contains all signatures and dates, and has been properly executed. If the Certification letter is not properly completed, the DFEM shall return the **Certification Letter** to the RO for corrections. Once the Certification Letter is found acceptable, the original shall be placed in the DFEM office files and a copy attached over the original submitted copy inside the cover of the **Comp Book**.
- (2) DFEO Review
- (a) The DFEM review will follow the District's QC Plan and the Department's procedures and guidelines. The Certified Estimate package review is done after **Offer of Final Payment** to the Contractor.

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- (3) Review after Offer of Final Payment
  - (a) When errors are found during the DFEO review, the DFEO shall contact the RO to verify his/her findings and address the issues. DFEM and RO will review findings and resolve all issues at that time. The RO will make a formal report ([See Example Attachment 4-6](#)) within 14 calendar days as to what steps will be taken to eliminate these type issues in the future. This report will be sent to the District Construction Engineer (DCE), DFEM and the SFEM. After the DFEM and RO both have agreed on errors and /or omissions, the RO must make corrections to the Final Estimates Package, and the DFEM will make an Offer of Final Payment.
  - (b) After the **Offer of Final Payment** has been made to the Contractor and Regular Acceptance has been received, the review is complete.
  - (c) If the Department receives a Qualified Acceptance from the Contractor, the RO will be responsible for resolution of the items in disagreement. Once the resolution is reached, the DFEO will send a notification letter addressing those issues.
  - (d) After all corrections have been made, the DFEM will determine if the Contractor has been overpaid.
    - (1) If the Contractor has not been overpaid\underpaid, the DFEM will submit a **Notification Letter on One or More Issues after Offer of Final Payment** to the contractor. These findings will be in addition to the items the contractor may qualify on the original Offer of Final Payment.
    - (2) If the Contractor has been overpaid the DFEM will submit a **Notification Letter** to the Contractor requesting a refund.

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## Attachment 4-5 SAMPLE POST AUDIT REVIEW FOR A CERTIFIED FINAL ESTIMATE

Per the Review & Administration Manual, Topic 700-050-005, Chapter 4:  
If errors or omissions are listed, the Consultant will submit a formal report within FOURTEEN (14) calendar days defining what steps will be taken to eliminate these type issues from recurring on future projects.

This report will be sent to:

David Chason, State Final Estimates Manager, [david.chason@dot.state.fl.us](mailto:david.chason@dot.state.fl.us)  
The District Construction Engineer,  
The District Final Estimates Manager

Project FIN: 43600715201

Contract No. T0009

CCEI Project Manager: Ed Perris

CCEI: Better Corporation

CCEI Contract No.: C-0008

Group Areawide 00

CCEI Project Administrator: Brent Michael

CCEI Resident Engineer: Tracy Carlton

F.E. Level II: Tracy Carlton

TIN Number: C65281270

Reviewer: Rick Goodwright DFEM

Review Date: 02/10/11

PAR No. 55

Hours in Review: 18

**SM Contract Type:** SLPQ

CERTIFIED AMOUNT \_\_\_\_\_ FINAL  
AMOUNT

- Optional Base Group 11 (285711): Asphalt CPF of 1.03% was not applied to pay item.  $2779 \text{ SY} \times \$ 1.0800 = + \$ 3,001.32$  Under Payment.  
**+3,001.32 Under Payment**
  - Asphalt Concrete Friction Course (FC-5) (337-7-5): Per Supplemental Specifications (337-13), pay quantity is limited to a Maximum of 105% of the set spread rate. The spread rate was set at  $80 \text{ Lbs/SY} \times 1.05 = 84 \text{ Lbs/SY}$  Maximum.  
 $(84 \text{ Lbs/SY} \times 11,947.13 \text{ SY}) \div 2000 \text{ Lbs/Ton} = 501.78 = 501.8 \text{ Tons}$  (Maximum Tons allowed for pay). Contractor placed 528.6 Tons – 501.8 Tons = 26.8 Tons at NO PAY.  
and  $26.8 \text{ Tons} \times \$ 119.15 = - \$ 3,193.22$  Over Payment.  
**- 3,193.22 Over Payment**
- |                           |          |                            |                                |
|---------------------------|----------|----------------------------|--------------------------------|
| <b><u>Overpayment</u></b> | <b>+</b> | <b><u>Underpayment</u></b> | <b>= <u>Absolute Value</u></b> |
|---------------------------|----------|----------------------------|--------------------------------|



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## ATTACHMENT 4-6 EXAMPLE OF FORMAL REPORT

**Better Corporation**  
CONSULTING ENGINEERS, PLANNERS, SURVEYORS  
P. O. BOX 100  
SOMEWHERE, FLORIDA 30000  
PHONE 999-555-2003 FAX 999-555-2004

January 8, 2004

Mr. Izzy Wright, District Final Estimates Manager  
District Ten Construction Office  
Florida Department of Transportation  
P.O. Box 10  
Somewhere, Florida 30000

Subject: Final Estimate Quality Control Report FPIN: 43600715201  
Contract Number: T0009  
Description: SR 7, From SR 8 to the Yessur County Line

Mr. Wright,

I have reviewed Better Corporation's Final Estimate Review process for the above mentioned project as required by policies and procedures set forth in the Final Estimates Review and Administration Manual, District Final Estimates Office QC Plan, CEI QC Plan and the Statewide QC Plan. A review was conducted to determine the steps necessary to eliminate the type of procedural error that was documented by the Quality Assessment of the Final Estimate from future submitted Final Estimates packages.

The errors that were documented involved the failure to apply an Asphalt Composite Pay Factor in accordance with the Preparation and Documentation Manual and the Maximum of 105% of the set spread rate for Friction Course per Supplemental Specifications.

In order to prevent this error from occurring again I will forward this Report to qualified final estimates personnel in the North Florida division of Better Corporation to review the requirement and will discuss this requirement in an upcoming meeting.

Thank you for the opportunity to review and improve our QC process. The Better Corporation always has Quality at the forefront of our operational objectives and as such strives continuously to improve its processes. As a result of our effort to produce Quality, I would appreciate any suggestions for improvement that the Department might suggest. If you have suggestions for improvement or if additional review of this matter is required, please do not hesitate to contact me.

Respectfully,

Y. Yessur, P.E.  
Vice President  
Better Corporation

Harry Potter, P.E., Resident Engineer, FDOT, John Deere Construction Project Manager, FDOT, Massey Ferguson, P.E. Senior Project Engineer, Somewhere Engineering, Inc., Gary Cooper, Project Administrator, Somewhere Engineering, Inc., Roddy McDowell, SEQAR Team Leader, Somewhere Engineering Inc., Petula Clark, Office Manager, Somewhere Engineering, Inc.

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## CHAPTER 5 PREPARATION FOR REVIEW

### 5.1 PURPOSE

To outline the District Final Estimates Office (DFEO) functions as they relate to the detailed reviewing process of the final estimate package, final plans, pay quantities, contract documents, field records, and all other source data.

### 5.2 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 that all of 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. Many of the steps for specific pay items will not apply to contracts without those pay items. Each reviewer needs to become proficient in recognizing which steps apply to a particular contract with its unique set of pay items, and when to apply them.

#### 5.2.1 PREREQUISITE BACKGROUND KNOWLEDGE

Prior to any checking of individual pay items, the reviewer needs to be familiar with the overall character, scope, and types of work required by the contract.

- (A) Contract Documents: The contract shall include the advertisement, proposal, plans, **Standard Specifications** (edition in effect at the time of contract letting), special provisions, Contractor's proposal showing all contract pay items with quantity and unit price for each, contract, contract bond, notice to proceed, and all Supplemental Agreements (SA), bituminous material, and fuel price indexes. Regarding these documents the reviewer shall:
- (1) Be acquainted with the edition of the **Standard Specifications** which controls the work performed. The General Requirements and Covenants contained in Division I are especially important because they deal with the scope, control, measurement, and payment of the work and materials under the contract.
  - (2) Review all Special Provisions attached to the contract for the conditions peculiar to that specific project, flagging those pertinent to final payment, measurement of quantities, and scope of the work for reference when detailed reviewing is started.

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- (3) Check the contract prices and item descriptions shown on the proposal form and verify the transfer of the prices to the final estimate pay item summary sheet, placing their initials beside the unit price for each correctly transferred unit price. Differences indicate the existence of a **Supplemental Agreement (SA)** or errors. Where differences occur, check all **SA's** 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 shall be corrected in the computation book.
- (4) Review the contract fuel requirement sheet for fuel adjustment. Review the bituminous materials indexes that could affect the final contract pay quantities or prices bid on items in the proposal. These are covered in detail in **Chapter 13** of this manual. For additional references on fuel and bituminous adjustments, also see **Chapter 6** of the **Preparation and Documentation Manual, Topic No. 700-050-010**.
- (5) Review each **SA** added to the contract or in the contract.
  - (a) Were conditions requiring a **SA** in accordance with the **Standard Specifications**?
  - (b) Check for revisions to items related to those changed by a **SA**. One example of a change is an asphalt base item that can affect the structural asphalt item as well.
  - (c) Were those items added, deleted, or altered by the **SA** properly documented on the final estimate?
  - (d) Where applicable, ensure claim documenting records of the Contractor's equipment, labor, and materials are included as required by **Chapter 7, Section 5 of the Construction Project Administration Manual (CPAM), Topic No. 700-000-000**.
  - (e) Check if there are any **Unilateral Payments** with costs established solely by the Project Administrator (PA) in the absence of a negotiated agreement with the Contractor. Also check for any **Contingency SA's** 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 shall be reviewed to ensure that the correct amount has been paid. The Resident Office (RO) staff shall submit the supporting (extra work) records to verify each **Unilateral Payment** and **Contingency SA**. [\(See Chapter 3 of this Manual,](#)

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Figure No's. 3-5 and 3-5a).

- (6) Note any **Joint Participation Agreements (JPA)**, or **Locally Funded Agreements (LFA)** included in the contract and the specific items affected by them.
  - (7) Note any pending **SA's**, **Work Orders**, and time extensions that are being processed and the effect they have on the final estimate.
- (B) Final Plans: The job orientation shall include a review of the contract plans before checking any specific items, calculations, or source data.
- (1) Key Sheet - Check 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 plans are included.
  - (2) The Summary of Quantities sheet shall be examined and compared with the final estimate. The basis for original quantities, contingency items, and station-to-station design requirements should be noted for mental comparison during the reviewing operation.
  - (3) Study typical sections and their explanatory notes for them. Changes in dimensions, thickness, or material type must be marked for recall. They will be considered when those items are checked.
  - (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) Acquaint yourself with the Summary of Earthwork Quantities and the overall earthwork requirements. Check that all required cross sections are available and that all volumes have been calculated.
  - (6) Review the overall scope of the Summary of Drainage Structures, as to size, quantity, and type of structures required.
  - (7) Inspect the Plan Profile sheets to be sure all construction is covered. Check for revised alignment (horizontal or vertical) and for the authorization and documentation required.

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- (8) Be certain that all **Roadway and Traffic Design Standards (STD) Index** drawing numbers required by the various categories of work are included.
- (9) Shop drawings and special working drawings shall be checked. It may be necessary to request these as they are sometimes not added to and included with the set of plans.
- (10) Study all plans (roadway, structures, signing, signalization, lighting, and landscaping) until a working knowledge of the intent and scope of the project is clear.
- (11) Errors discovered on (**STD**) Index Drawings, shop drawings, Special Detail Sheets or Final Plans shall be brought to the attention of the District Final Estimates Manager (DFEM) so that the appropriate personnel may be advised.
- (12) Changes in the plan design, is made by construction personnel must be documented in accordance with **Chapter 7, Section 1 of the CPAM**.

If any substantial change is made to the project during construction, the change should be reflected by black ink on the proper sheet of the Contract Set of Plans. The responsible engineer shall then seal the page on which the change occurs. In accordance with the rules of the Florida Department of Professional Regulation's Board of Professional Engineers, the responsible engineer shall then sign and date the page. Proper language of qualification is recommended on the cover sheet (the first page of the plans only). This language should note that by sealing the cover sheet, the responsible engineer is only taking responsibility for the changes in the plans, not the entire set of plans. This language should also note, that by sealing the page of the change, the responsible engineer is taking responsibility for the change only, not for the entire page. Suggested language for this qualification is: This project was constructed in substantial accordance with these plans as provided by the engineer of record. If changes were made, those changes are indicated by black ink and bear the seal and signature of the responsible engineer. The resolution of a signing and sealing issue should not affect final payment to the Contractor regardless of whether or not the change is ever signed. The processing of the final estimate will not be held up due to any signing and sealing question.

- (C) General Backup and Support Data: An examination of the files, documents, and general contract correspondence is just as important as the background information related to the contract and the final plans. The following data shall be reviewed and special conditions and significant data referenced for the reviewing operation. By

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carefully reviewing the background information outlined below, personnel reviewing final estimates will be able to do their job competently and efficiently:

- (1) The general correspondence file and the PA's contract file.
- (2) Testing files and disposition of failing materials from the Office of Materials and Research.
- (3) The Daily and Weekly Construction Diary Records.
- (4) The 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 required similar overruns or underruns.
- (5) The DFEO office file for the job, including the Administrator's Work Sheet and its figures and informational remarks.
- (6) The Computation Book (Roadway and Structures) and output binders for project calculations.
- (7) Delivery Tickets, Tabulation Forms, automatic weight tickets, bituminous records, and final measurement data.
- (8) Check on the receipt of all required documents, especially those which establish the seventy-five (75) day pay-off date.
- (9) Check for court orders or Arbitration Board Orders that affect the final estimate.
- (10) Check for estimates on a project in Site Manager, click on Contractor Payments / estimates/ estimate history; this will show you all the estimates pertaining to the project, including any pending estimates. You can click on - Contract Administration/Reports/Contract Status, and this gives you a current status report on your project, like time, monies, etc.
- (11) Utilize the ***Final Estimates Guide List*** for guidance.

## 5.2.2 INITIAL CHECKS FOR PLANS AND FINAL ESTIMATES ITEMS

- (A) Have final measurements for final quantities been properly verified, where applicable?
- (B) Are calculation of quantities complete, reflecting only the work performed checked

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- (C) All quantities are substantiated by field records (tabulation forms, field books, final plan dimensions) or other forms of acceptable site source records.
- (D) Type of material used is authorized by the contract's Special Provisions, General Notes, or **SA**.
- (E) **Salvage Tickets** signed by Department maintenance personnel to verify that all designated materials were delivered to maintenance.
- (F) Limits of placement of various pay items appear reasonable when correlated with limits of other pay items in the vicinity.
- (G) Quantities are summarized, and area cross sections are verified if needed. The final quantities have been correctly transferred to the final estimate pay item summary sheet .
- (H) Do the Final Plans reflect the revised items? Are they adequately cross-referenced?
- ( I ) List all questions on the **Administrator's Work Sheet** and note the action taken toward solving or answering them.

### 5.3 LIST OF FIGURES FOLLOWING THIS CHAPTER

There are no Figures following this Chapter.



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## CHAPTER 6

### LUMP SUM, SQUARE YARD & TRUCK MEASURED ITEMS REVIEW

#### 6.1 PURPOSE

To delineate the District Final Estimates Office (DFEO) reviewing procedure for each item of work performed to ensure accuracy, completeness, and compliance with the Contract Documents.

#### 6.2 PROCEDURE

##### 6.2.1 ITEMS OF GENERAL CONSTRUCTION OPERATIONS

The order in which the specific items on a contract are reviewed depends on the project and the preference of the individual doing the reviewing. These procedures will generally follow the order in which the items of pay are described in the **Standard Specifications**. The details for final checking items in the first section of this chapter may be arranged in three categories according to their unit of measure.

- (A) Some Lump Sum Items are: Mobilization, Maintenance of Traffic, and Detours.
- (1) Does the proposal include a separate item of payment for these operations? If not, they are included for payment under other scheduled items of the overall contract where no separate payment will be made for them.
  - (2) If the final contract amount is different from the original contract amount, check the contract files for a Work Order (WO) or Supplemental Agreement (SA) or other authorization of lump sum adjustment.
  - (3) Material used in the construction of detours or maintenance of traffic lump sum shall not also be measured or paid for under any pay item. (**Section 9-2 of the Standard Specifications**)
  - (4) Were the dimensions (scope) used for bidding the contract revised, resulting in an increase or decrease in cost to the Contractor which would require an adjustment? (**Section 9-3 of the Standard Specifications**)



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- (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 Project Administrator (PA).
  - (6) Check that charges for items not returned (signs, bridges, pipe culverts, etc.) have been reflected in the final estimate, when applicable.
- (B) Truck Measured Items (volume or weight): Some examples of these pay items are Commercial Materials for Driveway Maintenance, Calcium Chloride for dust control, and sandbagging.
- (1) Check the authorization by the PA for the material used in construction.
  - (2) Verify the manufacturer's certified capacity decal attached to each side of the truck.
  - (3) Ensure that the truck measurement forms verify the quantity change due to sideboard addition. ([See Figure No. 6-1, and 6-1a](#)).
  - (4) Check the Tabulation Forms:
    - (a) Compare the truck number to the truck capacity.
    - (b) Trucks with volume changes are assigned new numbers and properly counted.
    - (c) Compare the **Manual Summary** in the **Computation Book** to ensure that all required tickets are included in the summary.
    - (d) Computerized summary shall be checked for keypunch errors and error messages in output, and that all output is included in a folder along with all required tickets, and referenced in the **Computation Book**.
- (C) Square yard items: An example of some square yard pay items are Artificial Coverings and Performance Turf.
- (1) Check plans and documents for authorized limits of construction.
  - (2) Spot check station to station calculation of length and width or verify field-chained dimensions from final measurement field book, the Final Measured miscellaneous form or latitude and departure sheet. ([See Figure No. 6-2](#)).

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Plan quantity items should not be measured, only changes are to be documented and measured.

- (3) Spot check the mathematics of the area calculations and the transfer of the summary to the **Computation Book**.
- (4) Be sure additional temporary erosion control features are paid for as unforeseeable work in accordance per **Section 104 of the Standard Specifications**.

## 6.2.2 Clearing and Grubbing Construction Site

Items of clearing and grubbing, removal of trees, stumps, buildings, structures, equipment, and flexible pavement for the preparation of the overall project site are covered in this section.

(A) Clearing and Grubbing (Lump Sum):

- (1) This item is usually checked after the surface, base, and stabilization have been finalized.
- (2) Check plans thoroughly for change in limits.
  - (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 was added or deleted.
- (3) Check SA's for lump sum adjustment of original quantity.
- (4) A lump sum pay item may be adjusted without a Work Order or Supplemental Agreement only where the Original Plan Quantity (OPQ) for a lump sum pay item is based solely on secondary units and is expressed in those secondary units in the plans; the adjusted lump sum dollar amount is equal to:

$$\frac{\text{OPQ} + \text{change in OPQ}}{\text{OPQ}} \times \text{Original lump sum \$ amount.}$$

**Note:** The original quantity as shown in the plans must be verified by the PA and corrected, if necessary, before any adjustment is made.

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- (5) When it is apparent that items such as Maintenance of Traffic, Grading, etc., have been included in the lump sum price for clearing and grubbing, any adjustment in the final lump sum price shall be negotiated and documented by a Work Order or Supplemental Agreement.
- (B) Clearing and Grubbing Borrow Areas:
- (1) For borrow pits and material pits, do not perform any clearing and grubbing to within three (3) feet inside the right-of-way line. (**Section 110-2 of the Standard Specifications**)
  - (2) If the Contractor has substituted pits, pay either the area actually cleared and grubbed or the area shown in the plans for the corresponding borrow area, whichever is smaller.
  - (3) Haul routes shall not be included in area for payment.
  - (4) Clearing and grubbing required only for the purpose of obtaining stabilizing material or sand clay will not be paid for separately.
  - (5) Alteration of plan quantities should comply with conditions per **Section 4-3 of the Standard Specifications**.
  - (6) No separate payment will be made for clearing and grubbing borrow areas required to be furnished by the contractor.
- (C) Removal of Existing Structures (Lump Sum):
- (1) Changes in quantities are generally documented by a Work Order or Supplemental Agreement, if secondary units are not provided in the plans.
  - (2) Check plans and source records for possible duplication of area for payment under clearing and grubbing item.
  - (3) For partial removal, check replacement dimensions and calculation for comparison.
  - (4) Check salvage tickets/invoices for material delivered to maintenance.

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- (5) Leaving part of a structure shown to be removed or finding greater amounts than shown in the plans may necessitate an adjustment. Adjustments are usually made by a Work Order or Supplemental Agreement.
- (D) Removal of Existing Pavement (Square yard):
- (1) Check special provisions, general notes, plans and soil survey to verify pavement type. Generally, removal is limited to rigid pavement, sidewalk, slope pavement, ditch pavement, curb and gutter, etc. Occasionally, removal of flexible pavement is set up as a pay item. This is done through the use of a special pay item number.
  - (2) Check plans and source records for areas such as footings, foundations, etc., that are to be included in clearing and grubbing.
  - (3) Delineate areas of removal on final plans to reveal possible overlaps or omissions.
  - (4) Cross check with other replacement items such as sidewalk, curb and gutter, and traffic separators to confirm final pay areas.
  - (5) Check final measurements and calculations as recorded in the final measurement field book, miscellaneous Tabulation forms, or latitude and departure sheets. ([See Figure 6-2](#))
  - (6) Check PA's verification of increased or decreased quantities in the computation book.
  - (7) The **Daily Work Report** may be useful when an item is shown on original plans to be removed, but no quantity is shown for removal. These records are not acceptable for final pay purposes.
  - (8) Retaining walls, drainage structures and flexible pavement are specifically not included in the work covered under removal of existing pavement. (**Section 110-7 of the Standard Specifications**)

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## 6.3 LIST OF FIGURES FOLLOWING THIS CHAPTER

|                       |  |
|-----------------------|--|
| Figure No. 6-1 .....  | Truck Measured Sketch Sample             |
| Figure No. 6-1a ..... | Truck Measured Sketch Sample             |
| Figure No. 6-2.....   | Final Measurement "Miscellaneous" Sample |

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### Figure 6-1

TRUCK NO. \_\_\_\_\_ FIN. PROJECT ID \_\_\_\_\_  
 CONTRACTOR \_\_\_\_\_  
 CHECKED BY \_\_\_\_\_ DATE \_\_\_\_\_  
 MEASURED BY \_\_\_\_\_ DATE \_\_\_\_\_

---

A. Certified Capacity provided by Contractor Subarticle (9-1.5)  
 B. The example below is for verification purposes of the truck body capacity **only**.  
 C. Sideboards Added  
 D. Compare B to A

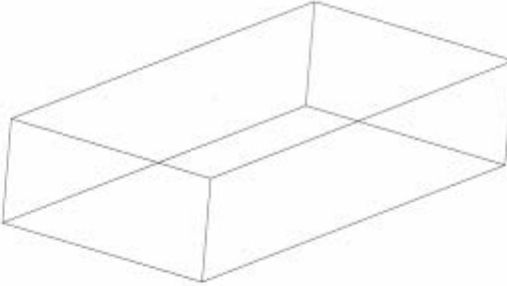
---

**CASE I**

**A. Certified Capacity** \_\_\_\_\_

*Verification practice by field staff*

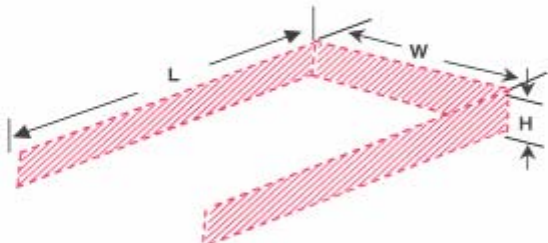
**B. Truck Body Measure** ( L x W x H ) x .98 = \_\_\_\_\_



**D. Acceptable**

**YES      NO**

**C. Sideboard Added** ( L x W x H ) = \_\_\_\_\_



**A + C = NEW TRUCK CAPACITY** \_\_\_\_\_

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### Figure 6-1a

TRUCK NO. \_\_\_\_\_ FIN. PROJECT ID \_\_\_\_\_  
 CONTRACTOR \_\_\_\_\_  
 CHECKED BY \_\_\_\_\_ DATE \_\_\_\_\_  
 MEASURED BY \_\_\_\_\_ DATE \_\_\_\_\_

---

A. Certified Capacity provided by Contractor Subarticle( 9-1.5)  
 B. The example below is for verification purposes of the truck body capacity **only**.  
 C. Sideboards Added  
 D. Compare B to A

---

#### CASE II

**A. Certified Capacity** \_\_\_\_\_

Verification practice by field staff

**B. Truck Body Measure**  $\left[ \left( \frac{L_1 + L_2}{2} \right) \times \left( \frac{H_1 + H_2}{2} \right) \times W \right] \times .98 =$  \_\_\_\_\_

The diagram shows a 3D perspective of a truck body. The front length is labeled L1, the rear length is L2, the width is W, the front height is H1, and the rear height is H2.

**C. Sideboard Measure**  $( L \times W \times H ) =$  \_\_\_\_\_

The diagram shows two sideboards, one on the left and one on the right, shaded in red. The length of the sideboards is L, the width is W, and the height is H.

**D. Acceptable**  
 Yes      No

**A + C = NEW TRUCK CAPACITY** \_\_\_\_\_

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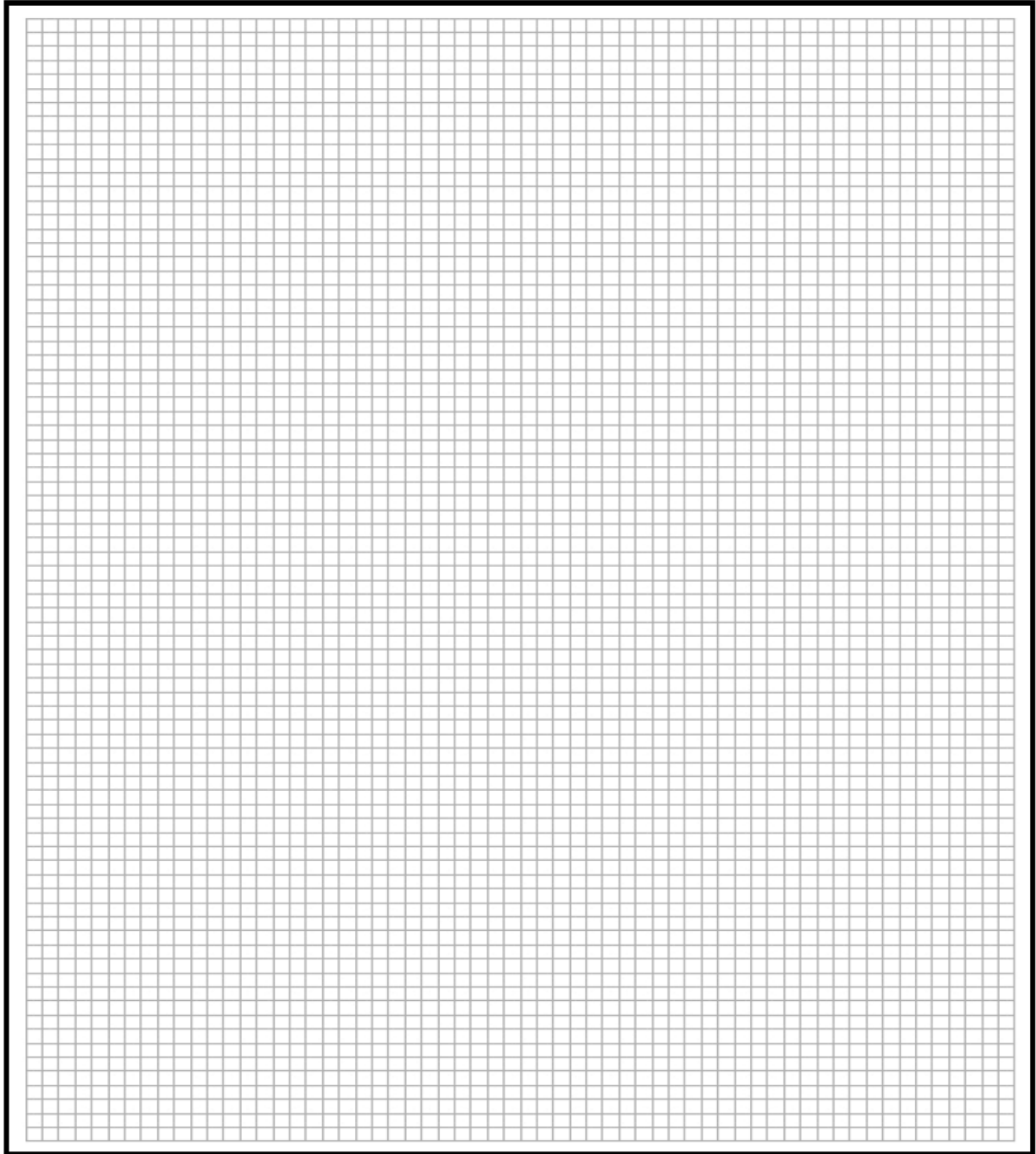
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## Figure 6-2

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
FINAL MEASUREMENTS "MISCELLANEOUS"

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CONSTRUCTION  
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## CHAPTER 7 DRAINAGE, EROSION, TRAFFIC CONTROL, AND BARRIER ITEMS REVIEW

### 7.1 PURPOSE

The purpose of this chapter is to delineate the methods for the District Final Estimates Office (DFEO) to use in reviewing final quantities on those erosion, drainage, and traffic barrier items detailed under incidental construction in the applicable edition of the **Standard Specifications**. Payment is in accordance with the Contract Documents.

### 7.2 PROCEDURE

#### 7.2.1 Curb, Traffic Separator, and Barrier Wall

All items in this section are normally to be paid as plan quantity, subject to **Article 9-3 of the Specifications**.

- (A) Concrete Curb and Gutter: The items to be reviewed using these procedures are the various types of curbs and gutters constructed in conformity with the lines, grades, dimensions, and notes shown in the plans.
- (B) Concrete Traffic Separator: Quantities are paid for by the linear foot or linear meter based on plan quantity, subject to the type separator shown in the plans, completed and accepted. Alternatively, it may be paid for per square yard or square meter.
- (C) Barrier Wall: The plan quantity in linear feet or linear meters based on plan quantity, subject to **Article 9-3 of the Specifications** of the type detailed in the plans completed and accepted shall be the quantity paid for.

**NOTE:** Plan Quantity will not be final measured. Only field changes and/or plan errors are to be measured/documented in a non-standard field book, matrix, and or in the plans.

#### 7.2.2 Miscellaneous Concrete Paving Items

- (A) Concrete Sidewalk: The quantity to be paid for shall be the plan quantity in place, completed and accepted per **Article 9-3 of the Specifications**. When reviewing is required:

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- (1) No deductions shall be made for the area occupied by ornamental trees, manholes, inlets, drainage structure, or public utility appurtenances within the normal sidewalk area.
  - (2) All steel reinforcement required shall be included in the costs of the concrete sidewalk.
  - (3) Confirm that all sections removed and replaced through no fault of the Contractor have been properly noted and that the Contractor has been paid for their removal and replacement.
  - (4) Note that any required excavation for the sidewalk shall be paid for under the items for the grading work.
- (B) Concrete Ditch and Slope Pavement: The quantities to be paid are the plan quantities subject to **Article 9-3 of the Specifications** in place, completed, and accepted.
- (C) Riprap: The quantities to be paid for under this item shall be the volume in cubic yards or cubic meters of: sand actually used in the sand-cement mixture; or of concrete blocks used, grout, and tons or metric tons of rubble satisfactorily placed and accepted. Check the appropriate Tabulation Forms, which will document the quantity used each day at each location. If the Department's Engineering Quantities Program was used, verify all keypunching, output, and the transfer of the summary to the computation book. Only the volume of sand-cement riprap, concrete blocks, or poured-in-place concrete placed within the neat lines shown in the plans, for a toe-wall, shall be included in the volume calculation of the final toe-wall quantities.
- (1) Rubble Riprap: Rubble riprap shall be measured by the ton or metric ton, in surface-dry natural state by railroad scales, truck scales, or barge displacement. For a typical barge displacement calculation ([See Figure No. 7-2](#))
    - (a) Verify that the certified weight tickets and/or appropriate Tabulation Form account for the weight of rubble riprap and have the signature of the Department representative.
    - (b) Be sure, when shown on the plans that concrete removed from an existing structure and paid for as Removal of Existing Structures is not paid for again as Rubble Riprap.
  - (2) Sand-Cement: If proportioned by volume, the sand shall be measured loose in an approved measure prior to mixing with cement. If proportioned by weight, use 85 pounds per cubic foot or 1360 kilograms per cubic meter for

sand as a standard conversion factor.

- (a) When the pay quantity for sand-cement riprap is determined by volume of the sand, calculations from sketches and dimensions of the batch box capacity (or other approved measure) should be verified. These computations shall be recorded in a bound final measurement non-standard field book or appropriate Tabulation Form.
- (b) Computations along with sketches and dimensions shall be checked when weights are based on barge displacement. For a typical barge displacement calculations [See Figure No. 7-2](#)
- (c) Payment for riprap structures such as end walls and wing walls shall be limited to the **Roadway and Traffic Design Standard Index** volumes, as shown on the drawings, unless field changes in the dimension are authorized.
- (d) Refer to **Section 6.3.3**, in the **Preparation and Documentation Manual**, for form and preparation data.

## 7.2.3 Traffic Control Items

- (A) Guardrail and End - Anchorage Assembly: This includes linear feet or linear meters of guardrail paid for as plan quantity end - anchorage assemblies; special posts; terminal - end sections; and bridge - anchorage assemblies. When reviewing is required:
  - (1) Verify that the final plans contain the Standards used during construction of these items.
  - (2) Determine by actual count those items of additional payment used in conjunction with the guardrail and paid for per each, i.e., terminal end sections and anchorage - assemblies.
  - (3) Resetting Salvageable Guardrail: New post, hardware, stand-off blocks, or other new material required for resetting salvageable guardrail are included in the unit price of Resetting Guardrail and shall not be paid for separately.
  - (4) Resetting non-salvageable Guardrail: Where the **Article 538-5 of the Specifications** call for new materials to be furnished to replace non salvageable guardrail panels and posts, excluding items damaged by the Contractor, the unit price per linear foot or linear meter for resetting Guardrail shall be adjusted based on 125% of invoice cost for those materials including transportation charges.

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- (B) Fencing, Type 'A' and Type 'B': Quantities will be the plan quantity of each type of fence, Payment for extra - length posts requires an invoice from the Contractor. Compensation will be at invoice price plus 10%.

**Example:** Contractor submits invoice for 20 extra - length posts at a invoice price of \$250.00. An additional 10 percent = \$25.00. The compensation will be \$275.00 for the extra - length posts. An adjusted fencing item will be shown with a quantity of one (1) at a unit price of \$275.00. Ensure the RO/Consultant submitted a copy of the invoice with the Final Estimate Package.

Gates are to be paid individually. Location and summary needs to be provided to document quantity(s).

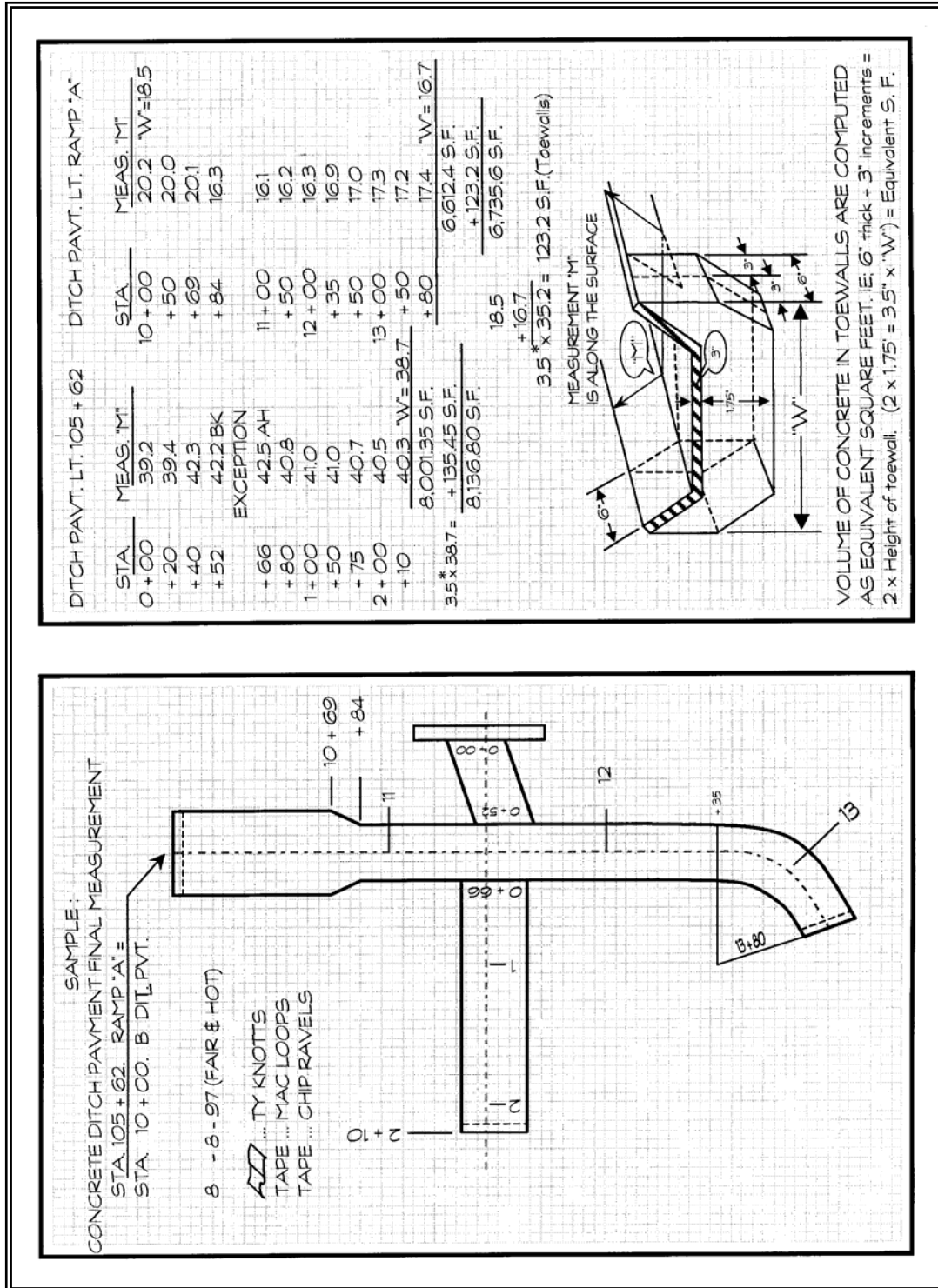
## 7.2.4 Erosion Control Items

- (A) Performance Turf: Per **Section 570-8** of the **Specification**, the method of measurement for performance turf will be plan quantity in square yards based on the area shown in the plans, completed and accepted. Prices and payments will be full compensation for all work and materials specified in this Section.

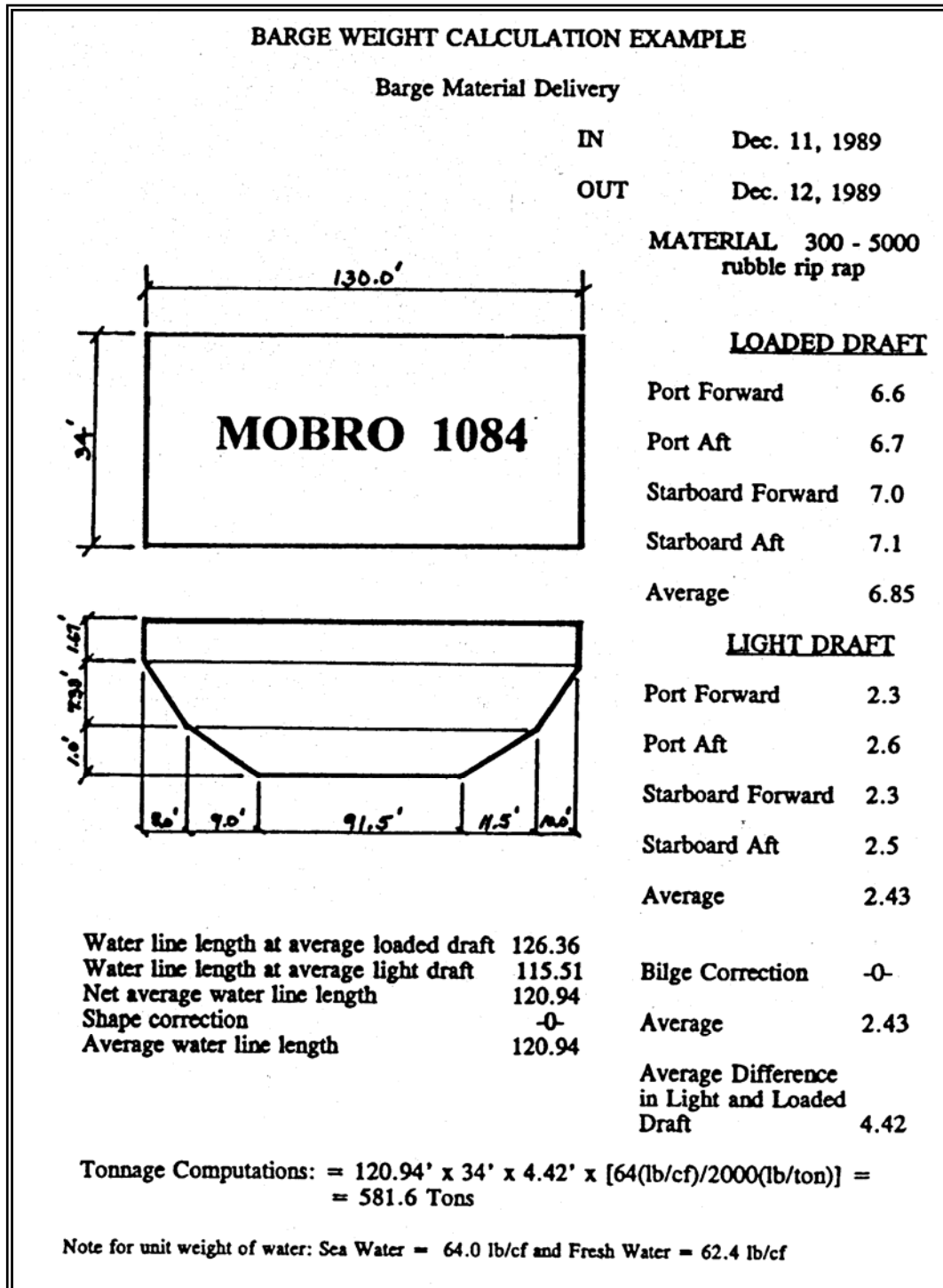
## 7.3 LIST OF FIGURES FOLLOWING THIS CHAPTER

Figure No. 7-1 ..... Sample Calculation of Toe Wall Example  
Figure No. 7-2 ..... Typical Barge Displacement Form Example

## Figure 7-1 EXAMPLE CALCULATIONS OF TOE WALL



### Figure 7-2 EXAMPLE OF TYPICAL BARGE DISPLACEMENT FORM





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## CHAPTER 8

### EARTHWORK ITEMS AND RELATED OPERATIONS REVIEW

#### 8.1 PURPOSE

To detail the minimum checks to be applied by the District Final Estimates Office (DFEO) to earthwork items on the construction contracts. These procedures are specifically for the major items of excavation, embankment, and grading required in the construction of roadway, ditches, channel changes, and structures in accordance with the lines and grades shown on the plans or as directed, including the items of borrow material, as required. Although described herein are minimum requirements, each individual contract could have some other section, Plans, or Specifications govern a particular pay item differently.

#### 8.2 PROCEDURE

##### 8.2.1 ROADWAY EXCAVATION, EMBANKMENT AND LATERAL DITCH EXCAVATION

These earthwork items are paid for on the basis of plan quantity, which may be subject to alterations as per **Section 9-3** of the **Standard Specifications for Road and Bridge Construction**.

Usually the reviewing involved in the above items occurs when plan revisions, Contractor's failure to build to template and/or plan error exceed the specification tolerances. These exceptions are to be verified or documented and computed by the Project Administrator (PA) as prescribed per **Section 9-3** of the **Standard Specifications**. Procedures for the PA to follow in accomplishing this task are outlined in **Chapter 8** of the **Preparation and Documentation Manual (P&DM)**, **Topic No. 700-050-010**. Should an error be found, the extent of that error shall be determined and the appropriate corrections shall be made by the DFEO reviewer. With an item for subsoil excavation, along with a plan quantity embankment item, any overrun or underrun in subsoil will affect the embankment quantity. This adjustment to the embankment quantity is required and is not considered a plan tolerance. Backup computations in accordance with **Chapter 8** of the **P&DM** must be submitted with quantity reductions made for deviations outside the limits.

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## 8.2.2 BORROW EXCAVATION

- This is material excavated and satisfactorily utilized from authorized borrow pit.
- (A) In borrow pits furnished by the Department; no material shall be excavated within 5 feet of the adjacent property lines. Authorization for exception to this general rule shall accompany the final estimate submittal.
  - (B) If the item of borrow excavation is included in the contract, any stabilizing materials obtained from designated borrow areas shall be included in the pay quantity for borrow excavation.
  - (C) See that remaining stockpiled material has been deducted. Shrinkage shall not be applied unless it is determined that excessive compaction has been applied.
  - (D) If the Contractor furnished borrow material, from areas provided by the Contractor, the price for the item shall also include costs of furnishing these areas including **all necessary clearing and grubbing and the removal of unsuitable overburden above the borrow material.**
  - (E) Flushed Slopes are defined as borrow material placed in fills outside the roadway template. Borrow material placed in flushed slopes shall not be paid for.
    - (1) For truck measured borrow material, the flushed borrow material (placed in fills outside the roadway template) shall be measured by the cross section method and shall be converted to a truck measured quantity. This quantity shall be deducted from the total quantity of borrow material measured and documented with Tabulation Forms. To calculate the deduction, convert the flushed quantity measured by cross section to equivalent truck measured volume using the following formula: (Truck Measure Quantity) = (Cross-Sectioned Quantity) X (1 + Plan Shrinkage Factor) x (1 + Swell Factor).

**Example:** Where the flushed borrow volume is measured by cross section as 124 Cubic Yards (CY), the shrinkage factor is 45% and the swell factor is 20%; then the equivalent Truck Measured Quantity is calculated as (124 CY (1+.45) X (1+.20) = 215.76 CY Truck Measured Quantity.



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## 8.2.3 SUBSOIL EXCAVATION

This item consists of the excavation and disposal of muck, clay, rock or any other material that is unsuitable in its original position and is excavated below the finished grading template, within authorized limits. All suitable material which must be removed in order to excavate underlying unsuitable material shall be included as subsoil excavation. If grading or embankment is a Plan Quantity pay item, then preconstruction original cross sections are not always required. The original terrain shown in the plan cross-sections should be used as original sections unless they are determined to be outside specification tolerance by the PA or the Contractor, in which case, preconstruction originals are required.

- (A) Check the level notes, cross sections, plots, templates, match lines, etc., as shown in **Chapter 8** of the **P&DM**.
- (B) No material above the finished grading template is allowed for payment as subsoil excavation.
- (C) Fill material required to backfill unauthorized subsoil excavation shall be deducted from truck measured borrow to be paid for, unless the subsoil excavation replaces required borrow material elsewhere on the contract. The deduction would be the net fill, plus fluffage and shrinkage allowance for truck measured borrow to determine the deductible quantity.
- (D) Check authorized limits (horizontal and depth) versus plan limits. Verify that authorized limits were used for computer runs. Check for grade changes that would influence the limits.
- (E) When using the Department's Multiline Earthwork Program, confirm that the pay cut column was transferred as the final pay quantity.
- (F) When subsoil excavation occurs and the baseline is on a curve, verify that a centroid correction was applied to the volume calculations. Also check the curve data, baseline reference and direction.
- (G) Check the plot output versus the end area output to ascertain that they represent the same run. It is possible to have a good plot and erroneous areas.
- (H) Check the field books for omissions of sections, notes concerning disposition of material, begin cut, end cut, and vertical cut.

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- (I) Check computer outputs and notes to confirm that all errors have been corrected. Check ties and irregular points.
- (J) Check extra depth subsoil excavation - calculated and paid for as described in **Chapter 8** of the **P&DM**.
- (K) Check finished grading templates and sub-design line for all plastic material and/or rock excavation.
- (L) Refer to the **Design Standards** for the authorized limits and method of developing sub-design line.
- (M) The removal of slides and falls will not be paid for separately, but shall be included in the contract unit price for the quantity of subsoil excavation within the subsoil excavation limits.

## 8.2.4 CHANNEL EXCAVATION

Channel excavation consists of excavation and disposal of material from the limits of the channel shown in the plans. When this item is not shown, excavation shall be included as lateral ditch excavation. The level notes, cross sections, templates, field books, and volume calculation shall be checked according to the procedures already outlined.

## 8.2.5 EXCAVATION FOR STRUCTURES (Direct Pay)

Included is excavating for bridge foundations, box culverts, pipe culverts, storm sewers, retaining walls, headwalls, catch basins, drop inlets, manholes and all similar structures. This item does not include excavating for bases, pavement, curbs, curb and gutter, valley gutter, ditch pavement, or rubble gutter and similar items. An approved Quality Control Plan should be provided in accordance with **Section 105** of the **Standard Specifications**.

- (A) All bench mark elevations, level notes, and rod reductions shall be verified in the Initial Reviewing operation.
- (B) Check the size and location of structures using plan dimension to establish the authorized limits.
- (C) Excavation below plan grade may be authorized if unsuitable material is encountered. Check the Daily Work Report forms or the explanation of overruns and underruns.

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- (D) The cubic yards used as a basis of payment shall be the material actually removed below the original ground line or stream bed, excluding any material paid for as regular, subsoil, lateral ditch or channel excavation or any paid for in the item of grading. Check overlap of pay quantities.
- (E) If payment for this item is at a lump sum price, all authorized material excavated below or outside the limits indicated on the plans will be paid for as extra work.
- (F) Removal and replacement of material unsuitable for backfill shall be reviewed in accordance with the Specifications requirement and Basis of Payment, as described per **Section 125-14** of the **Standard Specifications**.
- (G) Compute the average depth of excavation by the weighted rod elevation method (as in seal concrete), using a grid cross-section pattern.
- (H) Wherever the existing site is disturbed *solely* for the purpose of constructing or removing box culverts, pipe culverts, storm sewers, inlets, manholes, etc., completely replace and restore the site to the Engineer's satisfaction, without additional compensation per **Section 125-13** and **430-11** of the **Standard Specifications**.

## 8.2.6 Prepared Soil Layer

The quantities to be paid for will be plan quantity meeting the requirements of **Section 162-6** of the **Standard Specifications**, completed and accepted.

## 8.3 LIST OF FIGURES FOLLOWING THIS CHAPTER

Figure No. 8-1.....Volume of Seal Concrete Example

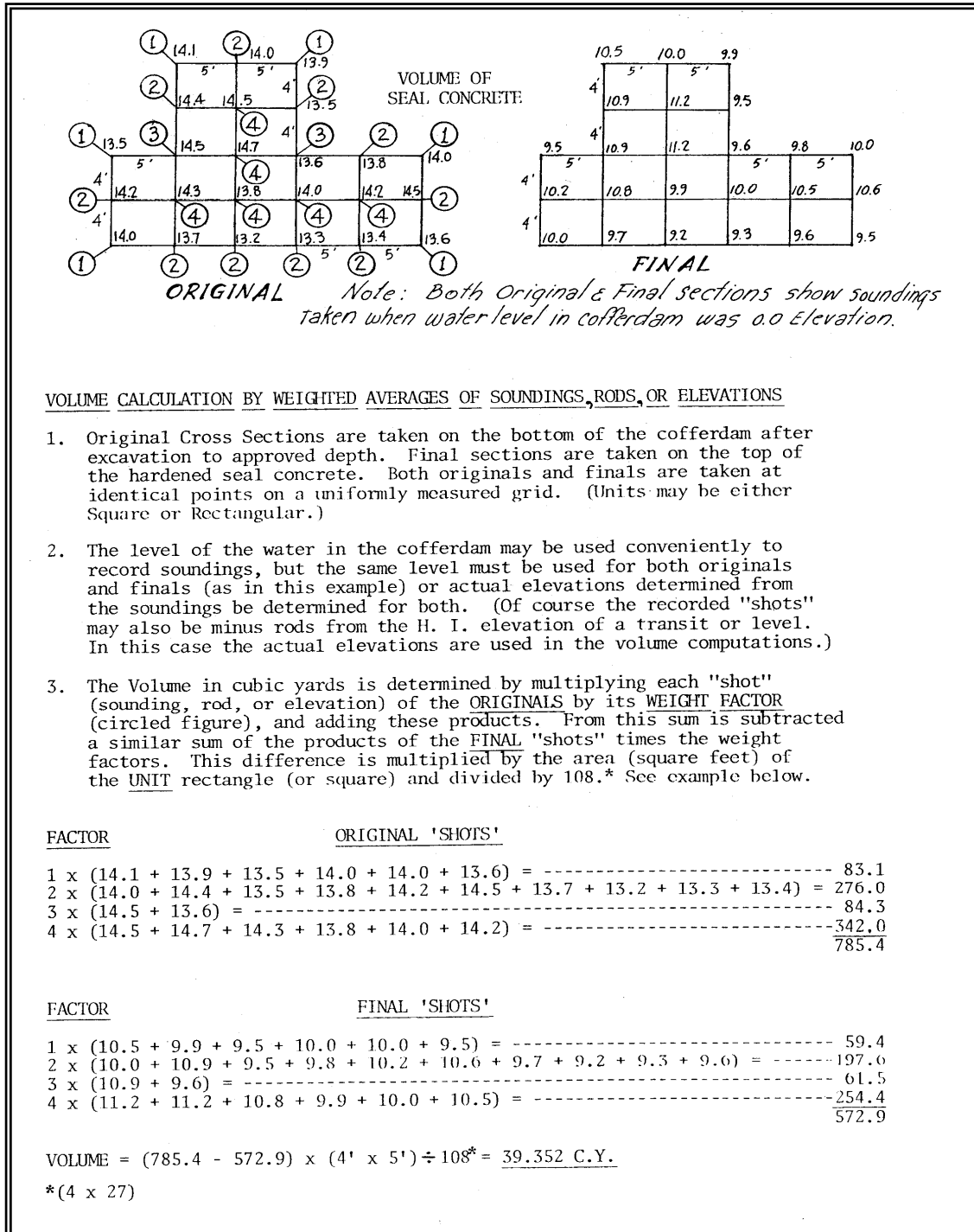
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## Figure 8-1 EXAMPLE OF VOLUME OF SEAL CONCRETE



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## CHAPTER 9

### ROADWAY, BASE, STABILIZING AND PAVEMENT ITEMS REVIEW

#### 9.1 PURPOSE

To set forth the guidelines and instructions for a Resident Office to use and prepare the Final Estimates Package and make offer of final payment. Also guide the District Final Estimates Office (DFEO) in the final review of the construction categories specified as subgrade, subbase, base, pavement, and friction course.

#### 9.2 PROCEDURE

##### 9.2.1 FINAL REVIEWING - ITEMS GROUPED BY COMMON PROCEDURE

- (A) Square yard /Plan Quantity Concept Items: The items shown below are paid on an area basis (usually square yards). The area to be paid for shall be plan quantity subject to the applicable edition of **Section 9-3.2** of the **Specifications** which defines tolerances or deviations for plan errors and plan revisions before adjustments are to be made. Thickness and penalty adjustments are not considered tolerances. In other words, only plan revisions or plan errors qualify for tolerance. Below are examples of these square yard items:

Stabilization - **Section 160** of the **Specifications**  
Predesigned Stabilized Subgrade – **Section 161** of the **Specifications**  
Prepared Soil Layer – **Section 162** of the **Specifications**  
Subgrade – Pay Item 165- 70  
Cracking & Resealing Existing Concrete Pavement – Pay Item 175- 1  
Reworking Limerock Base – Pay Item 210- 1  
Limerock Stabilized Base- Pay Item 230- 1  
Optional Base – **Section 285** of the **Specifications**  
Compacting and Finishing Rock Base – **Section 285** of the **Specifications**  
Turnout Construction (limerock, etc.) - **Section 286** of the **Specifications**  
Plain Cement Concrete Pavement – Pay Item 350- 1  
Reinforced Cement Concrete Pavement – Pay Item 350- 2

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- (B) Cubic Yard /Certified Truck Capacity Items such as:
- Limerock, New Material (in reworking limerock base) - **Section 210** of the **Specifications** – Plan Quantity (PQ)
  - Limerock Material (in limerock stabilized base) - **Section 230** of the **Specifications** - (PQ)
  - Asphalt Treated Permeable Base – **Section 287** of the **Specifications** - (PQ)
  - Cement Treated Permeable Base – **Section 288** of the **Specifications** - (PQ)
  - Borrow Excavation – **Section 120** of the **Specifications** – Final Measure
- (1) Each truck capacity must be certified. If sideboards are added, then the Project Administrator (PA) must provide sketches for sideboard dimensions and calculations verified by DFEO.
- (2) Tabulation forms must be submitted with each entry showing time, date placed, truck number, capacity, and if applicable, weights and void tickets. Quantity summaries and transfers to computation books must be verified.
- C) Tonnage/Truck Weights or Automatic Batch Weight Items such as the pay items below have quantities determined by weighing. These individual truck weights or automatic printer tickets showing the accumulation of batched components must be verified for correctness. The spread rate (Lbs/SY) in the area of placement for each item must be within five (5) percent of the spread rate for that item shown in the plans, or the discrepancy shall be properly explained in the overrun/underrun explanation section of the appropriate computation book page by project personnel. Quantity transfers to computation book must also be verified for each of these items:
- Turnout Construction (Asphalt) - **Section 286** of the **Specifications**
  - Miscellaneous Asphalt Pavement – **Section 339** of the **Specifications**
  - Superpave – **Section 334** of the **Specifications**
  - Friction Course – **Section 337** of the **Specifications**

## 9.2.2 FINAL REVIEWING - INDIVIDUAL ITEM PROCEDURES

In addition to the above general instructions, the following specific points are to be checked when applicable:

- (A) Plan Quantity- Square Yard pay items:

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- (1) Stabilization: **Section 160** of the **Specifications**
  - (a) Commercial & Local Material – meet the requirements of **Section 914** of the **Specifications**.
  - (b) Truck capacities shall be certified.
  - (c) Spot check the tabulation forms, truck numbers, and calculated total volumes.
  - (d) Summaries and transfers to the Computation Book shall be verified.
  - (e) If the item of Borrow Excavation is included in the contract, any stabilizing materials obtained from designated borrow areas shall be included in the pay quantity for Borrow Excavation (per **Section 160-6** of the **Specifications**).
  - (f) Review to ensure that the Designer has provided the required supporting documentation for plan quantity and any additions or deletions are supported with backup documentation.
  
- (2) Predesigned Stabilized Subgrade – **Section 161** of the **Specifications**
  - (a) Used for construction of shoulder only, sidewalk, and bike/shared path . Meet the requirements of **Section 120-8.1.2** of the **Specifications**, except replace “Embankment” with “Subgrade”. Material to meet the requirements of **Section 914** of the **Specifications**.
  - (b) Review to ensure designer has provided the required supporting documentation for plan quantity and any additions or deletions are supported with backup documentation.
  
- (3) Subgrade (Limerock Treated) – **Section 165** of the **Specifications**
  - (a) Review to make sure designer has provided the required supporting documentation for plan quantity and any additions or deletions are supported with backup documentation.
  
- (4) Cracking and Reseating Existing Concrete Pavement – **Section 175** of the **Specifications**.
  - (a) Review to ensure that the Designer has provided the required supporting documentation for plan quantity and any additions or deletions are supported with backup documentation.



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- (5) Reworking Limerock Base
  - (a) Rework (or rework and widen) the existing rock base, by adding new limerock material as required by the plans and **Section 210** of the **Specifications**. Construct adjacent turnouts, entirely with new limerock.
  - (b) For new limerock material only, check the total cubic yards using the final measurement books and the Tabulation forms.
  - (c) Review to make sure designer has provided the required supporting documentation for plan quantity and any additions or deletions are supported with backup documentation.
  
- (6) Limerock Stabilized Base – **Section 230** of the **Specifications**
  - (a) Where extra limerock is placed at culverts, etc., as detailed in the plans, the volume of such material shall be included in the quantity of limerock material to be paid for, but the area of base to be paid for shall not be adjusted.
  - (b) Review to make sure designer has provided the required supporting documentation for plan quantity and any additions or deletions are supported with backup documentation.
  
- (7) Optional Base Courses: This item consists of base construction of one of the optional base materials (15 base groups) shown in the plans typical cross section. The surface area to be paid for shall be plan quantity.
  - (a) Review to ensure that the Designer has provided the required supporting documentation for plan quantity and any additions or deletions are supported with backup documentation.
  - (b) Thickness **in excess of** 1/2 inch greater than specified **shall not be considered** in payment.
  - (c) Thickness adjustments within prescribed **Standard Specifications** are payable and are not considered as plan errors or revisions. The pay area **shall not exceed 105 percent of surface area**.
  - (d) The square yard or square meter unit price and payment shall be full compensation for tack coat, prime coat, cover material for prime coat, and bituminous material in plant mix.
  - (e) Price adjustment for bituminous material as provided in **Section 9-2.1.2** of the **Specifications** shall not apply, unless the plans specify a black base option only (**see Chapter 6** of



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(7-A) Limerock Base: The final pay requirements are verified as follows:

- (a) Review to ensure that the Designer has provided the required supporting documentation for plan quantity and any additions or deletions are supported with backup documentation.
- (b) Check limits of deficient thickness areas left in place without pay.
- (c) Average thickness shall be calculated for the entire contract as a unit. Check that the thickness does not exceed the normal specified thickness plus 1/2 inch. Maximum pay is 105 percent of surface area, if bid under Optional Base item. **(Note: See *Special Provisions* for any changes).**
- (d) Deficient thickness area(s) not included for pay shall appear on the final estimate with the following statement:  
Square yards have been deducted due to deficient thickness.
- (e) Core measurements in areas of deficient thickness (no pay) shall not be used to determine average thickness of base material.
- (f) Areas and thickness for connection to back of sidewalks shall not be included in average thickness calculations of square yard or square meter pay area.
- (g) Authorized variable thickness base shall be calculated separately. The area shall not be included when adjusting for depths over or under normal thickness.
- (h) The mathematics of the adjustment shall be checked. The formula used is as follows:  
Adjusted Pay Area =  $\frac{\text{Pay Average Thickness} \times \text{Plan Area}}{\text{Plan Thickness}}$
- (i) Formulas for converting variable depth base to normal thickness area Where T = Plan Thickness:

$$SY = CY \left( \frac{36 \text{ inches /Yard}}{T \text{ (inches)}} \right)$$

SY= Square Yard

CY= Cubic Yard

1 Yard = 36 inches

T = Thickness in inches

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- (7-B) Superpave Base: Black Base, plan quantity pay item
  - (a) Review to ensure that the Designer has provided the required supporting documentation for plan quantity and any additions or deletions are supported with backup documentation.
  - (b) Check to see that each Composite Pay Factor unit price adjustment has a Lot Submittal Package representing this adjustment.
  - (c) Check to see that the maximum allowable pay for thickness adjustment does not exceed 105 percent of the surface area.
  
- (8) Plain Cement Concrete Pavement (PCCP) and Reinforced Cement Concrete Pavement (RCCP): The final area shall be subject to adjustment for over-thickness or under-thickness in accordance with the **Section 350** of the **Specifications**.
  - (a) Review to ensure that the Designer has provided the required supporting documentation for plan quantity and any additions or deletions are supported with backup documentation.
  - (b) Check core-out report for representative interval and PA's explanation of deficient areas removed and replaced or left in place without pay.
  - (c) Criteria for thickness calculations: Cores measured and greater than specified thickness shall be considered in the average thickness calculations plus 1/2".
  - (d) Criteria for payment thickness: The maximum average over-thickness upon which payment will be made shall be normal thickness plus 1/4".
  - (e) 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 shall be measured and paid for as plain cement concrete pavement.
  - (f) Toe bars and dowel bars shall not be included in final pay quantities as reinforcing steel.
  
- (B) Cubic Yard Pay Items with Certified Truck Capacity
  - 1. Limerock, New Material (in Reworking Limerock Base)
    - (a) Spot check Truck Tabulation Forms with certified truck quantities. This is a Final Measure Pay Item
    - (b) The quantity is determined by measuring loose volume, in truck bodies, at the point of dumping on the road, with proper

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deduction for all materials wasted, left in truck, or otherwise not actually used on the road. For this purpose, make sure that truck material is leveled to facilitate accurate measurements. See **Section 210** of the **Specifications**.

2. Limerock Material (in Limerock Stabilized Base)
  - (a) Spot check Truck Tabulation Forms with certified truck quantities. This is a Final Measure Pay Item.
  - (b) The 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, make sure that truck material is leveled to facilitate accurate measurements. See **Section 230** of the **Specifications**.
3. Asphalt Treated Permeable Base and Cement Treated Permeable Base: **Sections 287** and **288** of the **Specifications**. The quantities to be paid for shall be the plan quantity in cubic yards, completed and accepted.

Review to ensure that the Designer has provided the required supporting documentation for plan quantity and any additions or deletions are supported with backup documentation.

4. Borrow Excavation – Is a Final Measure Pay Item. See **Section 120** of the **Specifications** and **Chapter 8** of this **Manual** for more details.

## C. Tonnage/Truck Weights or Automatic Batch Weight Items.

1. Turnout Construction (Asphalt): Pay Item No. 286- 2.
  - (a) See **Chapter 9** of the **Preparation & Documentation Manual, Topic No. 700-050-010** for more information
  - (b) No density is required for this pay item and therefore it does not qualify to get a composite pay factor.
  - (c) Keep track of tickets used on this pay item.
2. Superpave Asphaltic Concrete: The quantity in tons as provided in the **Section 334** of the **Specifications**. (Refer to the **Final Estimates Preparation and Documentation Manual -Topic No. 700-050-010 Chapter 9**) for more information.

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- Check to ensure each Composite Pay Factor unit price adjustment has a Lot Submittal Package representing this adjustment.
3. Asphaltic Concrete Friction Course: Pay Items 337- 7: The quantity to be paid for will be the weight in tons, as determined in accordance with **Section 320-2** of the **Specifications**.
    - (a) Check to ensure that each Composite Pay Factor unit price adjustment has a **Lot Submittal Package** representing this adjustment
    - (b) Check to ensure that the pay quantity was based on the spread rate limited to 105 percent of the target spread rate based on plan thickness.
  4. Miscellaneous Asphalt (**Pay Item No. 339-1**)
    - (a) This is not a pay item which may be used for convenience in resolving leveling and other asphalt roadway problems. Should the DFEO encounter an improper use of this pay item on the roadway, a **Supplemental Agreement** shall be required to pay for the improperly used quantity.
    - (b) Check to ensure that the pay quantity was based on the spread rate limited to a maximum of 105 percent of the plan thickness quantity.
- D. Certification of Quantities: All asphalt produced and accepted will have a Certification of Quantities provided by the Contractor each month.
- (1) Check to ensure that for every month asphalt was produced and accepted, a Certification of Quantities has been submitted.
  - (2) Check to ensure that all discrepancies have been resolved.

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# CHAPTER 10

# OBSOLETE

# 11/22/2006

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## CHAPTER 11

### STRUCTURAL ITEMS REVIEW

#### 11.1 PURPOSE

To reinforce the prescribed methods of reviewing structural construction items in order to verify final pay quantities in compliance with the **Specifications**, **Special Provisions** and pertinent Directives. The methods of measurements and the basis of payment for those items of work covered by **Sections 400 through 470 of the Specifications** and related **Special Provisions** will be treated in this procedure.

#### 11.2 PROCEDURE

##### 11.2.1 Major Concrete Structures: **Sections 346**, and **400** of the **Specifications**

- (A) Concrete: The quantities to be paid for under this item shall be the volume, in cubic yards, of the various classes of concrete as shown in the plans, completed and accepted, and as designated in **Section 346** of the **Specifications**, based on plan quantity subject to **Section 9-3.2** of the **Specifications**. When review is required, spot-check at least one component per structure (i.e., one end bent, one pier, and one slab) using the following criteria:
- (1) Check if the final pay volume conforms to the plan dimensions within the neat lines of the components of the structure as shown in the plans.
  - (2) Check plans and notes for possible changes in footing elevations or dimensions.
  - (3) Check that no deductions are made for weep holes, deck drains, or encroachment of inlets and pipes in box culverts and check that no chamfers, scorings, fillets, or radii  $1 \frac{1}{2}$  in<sup>2</sup> or less, in cross sectional areas, are taken into account.
  - (4) Check that the volume displaced by embedded pile, structural steel, and prestressed units and materials, other than reinforcing steel, are deducted from the final quantity.
  - (5) For traffic railing pay items, transitional sections and end

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sections are included in plan quantity.

- (6) Check that concrete for build-up over beams is added to the superstructure concrete quantity. These calculations are based on plan dimensions, unless plan dimensions are in error or were redesigned.
  - (7) Verify that authorized concrete placed below plan depth in seals or footings 5 feet or less below the elevation of bottom of seal or footing as shown in the plans are paid for at the Contract unit price set forth in the proposal under the pay items for substructure concrete.
  - (8) When computing the volume of concrete in deck girders and beam spans, ensure that the thickness of the slab is taken as the nominal thickness shown on the drawings and that the width is taken as the horizontal distance measured across the roadway. The volume of haunches over the beams will be included in the volume to be paid for.
  - (9) Refer to the electronic delivery reports to assist in checking final quantities of concrete items that may be questionable.
  - (10) The quantities for web walls should be carefully checked. Be sure that end blocks at the end bent are included when applicable.
  - (11) Ensure that Sketches or "Crack Maps" have been provided documenting all cracks within the structures as outlined in the **CPAM, Section 10.3.5**.
- (B) Concrete Traffic Railing: See **Sections 521** and **450** of the **Specifications**. The quantity in linear feet is paid for on the basis of plan quantity, subject to **Section 9-3.2** of the **Specifications**.
- (C) Precast Anchor Beams: See **Section 400** of the **Specifications**. This item is paid for at the contract unit price "per each" and is a final measured quantity, with no separate price for the various types of anchor beams.
- (D) Counterweight Concrete: The volume, in cubic yards for this item is generally calculated by the bridge consultant and submitted with the

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shop drawing details. It is a plan quantity pay item subject to **Section 9-3.2** of the **Specifications**. When reviewing is required:

- (1) Verify shop drawings' dimensions and calculations. Compute if not submitted.
  - (2) Confirm that the volume displaced by structural steel, balance block wells, and other applicable materials are deducted from the final pay quantity of concrete.
  - (3) If the consultant has deducted the reinforcing steel volume, ensure that it is added back to the final pay volume.
  - (4) Check that the concrete volume and quantity of steel included in the balance blocks is added to the pay volume. Ensure that a sufficient number of balance blocks are furnished (5% of the calculated weight of the counterweight).
- (E) Cofferdam Bascule Piers: See **Section 400** of the **Specifications**. This pay item is paid for "Per each" and is a plan quantity item subject to **Section 9-3.2** of the **Specifications**.
- (F) Reinforcing Steel: See **Section 415** of the **Specifications**. The unit of weight for reinforcing steel is in pounds (Lbs) and is a plan quantity pay item subject to **Section 9-3.2** of the **Specifications**. Review by spot-checking components as follows:
- (1) The lengths used in the calculations are detailed length of bars shown in the plans.
  - (2) The unit weights to be used are per the Concrete Reinforcing Steel Institute (CRSI)'s Standard Reinforcing Steel Bar Weights.
  - (3) Review reinforcing steel required using the detailed drawings, bar diagram sheets and steel summary tables provided.
  - (4) When steel summary is done using the Department's Engineering Quantities Programs, the output shall be carefully checked for keypunch errors, for completeness and that bars of varying lengths are properly compared.
  - (5) Check to see that the bars detailed for a single component are



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not included in other components by mistake.

- (6) No deductions will be made from reinforcing steel quantities for encroachment of inlets and pipes in box culverts.
- (7) Spot-check at random individual bar marks for correct lengths, total numbers, weights, and mathematical extensions of total quantity.
- (8) Using the Standard Index Sheets, review the summarization of reinforcing steel for all box culverts.
- (9) Do not pay for steel lap-spliced that plans do not call for.

## 11.3 INLETS, MANHOLES, JUNCTION BOXES AND YARD DRAINS

See **Section 425** of the **Specifications**.

- (A) New Structures: The quantities to be paid for under these items shall be the number of each type of structure completed and accepted in accordance with the current **Specifications** and **Special Provisions**.
- (1) Check plan-profile sheets, Drainage Summary Sheets, and Drainage Structure Detail Sheets for agreement on structures completed.
  - (2) Verify by actual count the number built. The quantities should be summarized on the appropriate plan summary sheets or summary boxes.
  - (3) Confirm construction by using Daily work reports and/or Test reports, or other back up documentation if structure count or locations are questionable.
- (B) Adjusting Structures: When this item is included in a contract it provides, in general, for the payment of adjusting all common structure types.
- (1) When the specific type is not shown, payment is made under the item of Adjusting Miscellaneous Structures.
  - (2) Verify by actual count the number of the various structures which were satisfactorily adjusted.

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## 11.4 DRAINAGE STRUCTURES

- (A) Pipe Culverts: See **Section 430** of the **Specifications**. The quantities to be paid for shall be the plan quantity subject to **Section 9-3.2** of the **Specifications** of the kind and size shown in the proposal, including the optional kinds specified as being permissible under the items of Cross Drain Pipe, Side Drain Pipe, Gutter Drain and Storm Drain Pipe Culvert completed and accepted. When reviewing is required:
- (1) The Project Engineer (PE) or Project Administrator (PA) will submit justification if appreciable changes are made in the overall drainage system as designed. Appreciable is defined as follows for cross and storm drain pipe, storm drain trench, and requires adjustment to plan quantity: (1) Authorized plan revisions or (2) Plan errors more than 5% of original plan quantity or \$5000.00 with supporting documentation.
  - (2) Cross check and compare all side drain pipes shown on the summary with the location of paved or stabilized turnouts on the plan profile sheets, ditch grades, and cross section sheets.
  - (3) Verify that trench excavation is paid in accordance with the **Section 125** of the **Specifications** on excavation for structures and pipes.
  - (4) If excavation for structures is provided in the proposal, confirm that it does not include quantities shown on the plans to be paid for as regular, subsoil, lateral ditch or channel excavation.
  - (5) Check excavation for structures below plan grade in accordance with **Section 125-14.3** of the **Specifications**.
    - (a) If the pay item is in cubic yards, the material excavated below plan grade will be included in the measurement for this item, whether shown on the plans or authorized by the PE/PA.
    - (b) If the pay item is a Lump Sum item all material within the limits shown on the plans will be included in the Lump Sum price. Any material authorized by the PE/PA to be excavated outside or below these limits will be paid for as extra work.
  - (6) Check the proposal, when no direct payment is provided on excavating, except that specifically stipulated in **Sections 125-14.3** through **125-14.7** of the **Specifications**, shall be included in the

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- contract price for concrete or other items covering the applicable structure.
- (7) Since there are several factors involved in final pay for backfill, be sure to check the field records, explanations of overruns and underruns, Work Orders, Supplemental Agreements, and Extra Work records to ascertain that payment is in compliance with the **Specifications**.
  - (8) Pavement, curb, sidewalk, etc., removed only for the purpose of constructing pipe culvert, will be included in the contract unit price of the pipe culvert and will be replaced at no cost to the Department.
  - (9) Verify that the volume of concrete and weight of reinforcing steel bars in baffles are included in the final pay quantities when they are called for in the plans.
  - (10) Check that special pipe sections required under railroads are in accordance with the **Design Standards, Index No. 280 "Miscellaneous Drainage Details"** Check Plans, and **Special Provisions** as required.
  - (11) Verify the volume of concrete for Endwalls, by checking the type and size of pipe used at each location versus the quantities shown on the index drawings, plans, and summary sheets or boxes.
- (B) Structural Plate Steel Pipe and Pipe Arch Culverts: **Section 435** of the **Specifications**. The quantities to be paid for shall be plan quantity subject to **Section 9-3** of the **Specifications**. When review is required, spot check as follows:
- (1) Verify size, length, and location, showing changes in the final measurement field book or drainage summary sheets in the final As-Built plans.
  - (2) Excavation and backfilling will be checked in accordance with the guidelines outlined under **Sections 125** and **430** of the **Specification** for Pipe Culverts and Storm Sewers.
  - (3) Plan length calculations will be on center line of structures, from end to end of metal for full section structures.
  - (4) Plan length calculations will be average end to end at top and bottom for beveled end structures.

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- (C) Underdrains and French Drains: The quantities to be paid for shall be the linear feet measured in place, along the completed accepted work.
  - (1) Verify the final quantities of under drain and French drain, using the summary sheets and detailed records, shown in the Final As- Built plans.

## 11.5 PRESTRESSED CONSTRUCTION

See **Section 450** of the *Specifications*

- (A) Prestressed Beams and Slab Units: These are plan quantity pay items and subject to provisions under **Section 9-3.2** of the *Specifications*. Unit of Measure is per foot. When review is required:
  - (1) Verify that pay lengths agree with casting lengths, as detailed on the plans. Verify final quantities, changes with back up documentation, etc.

## 11.6 ALL PILING

See **Section 455** of the *Specifications*

- (A) Treated-Timber Piling: This is a final measured pay item and measured in linear feet.
  - (1) The above payment includes furnishing all materials, including collars or bands, metal shoes, copper cover sheets, copper wire, and preservatives.
  - (2) No build-ups allowed on timber piles. Timber piles will have to be extracted if driven below plan elevation.
  - (3) Review the level notes, pile driving records for pile elevations, and authorized pile lengths.
- (B) Prestressed Concrete Pilings: The final quantity for this item will be based on prestressed concrete piling furnished, driven and accepted according to the authorized length list including any additions and excluding any deletion as authorized and approved by the Engineer. .This is a final measured pay

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item measured in linear feet. It will be essential that the field records clearly document the following to support the submitted quantity.

- (1) Check pile records for completeness for all additional activity shown. Make sure that all build-ups, splices, driving of splices, cut-offs, etc., are clearly documented
- (2) Review level notes, pile driving records, lengths, pile elevations, and authorized pile lengths.
- (3) Check if splices were authorized and added to piling quantity. If splice is added, check redrive records for additional compensation.
- (4) Check Specifications for set-checks, and track documentation. Check redrive records if authorized for pay and that the proper amount is added as compensation.
- (5) Concrete used for build-ups 2 feet or less below the elevation of cut-off, may be cast with the cap. The Contractor will be compensated 9 feet of pre-stressed concrete piling as compensation for drilling, grouting, reinforcing steel and concrete used for the build-up.
- (6) Check the authorized lengths issued by the Engineer and compare with piling furnished.
- (7) When cutoffs are transported to another bridge site under the same contract, as buildups or permanent piles, check that they are not paid for again.
- (8) Review piling lengths to determine if satisfactory bearing was obtained and measured from cut-off elevation to tip of pile.
- (9) Check to see if a pile is driven below cut-off, and satisfactory bearing is not obtained, and additional driving is required after construction of a satisfactory splice, that an additional 10 feet will be added to production concrete piling as compensation for the additional driving, plus the authorized splice lengths.
- (10) There will be no compensation for concrete pile cut-off.
- (11) Concrete pile splices authorized by the Engineer will be made as 30 feet of additional concrete production piling.

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- (12) Check receipt tickets from maintenance to ensure that all salvaged cutoffs are delivered to the maintenance yard or disposition is otherwise documented by the PE.
- (C) Concrete Test Piling: Price and payment will be full compensation for all work necessary to complete driving to reach bearing under the test pile pay item including driving the pile and all other related costs, but excluding splices, build-ups, pile extractions and performed pile holes authorized by the Engineer. It will be essential that the field records clearly document these activities to support the submitted quantity.
- (1) Check documentation for completeness for all additional activity shown.
- (2) Verify that test piles, left in place as permanent piles are paid for only as test piling.
- (3) Buildups made only to incorporate test pile into the structure as permanent pile shall be included in the quantities of production piling, not as test piling.
- (4) Review the level notes, pile driving records lengths, pile elevations, and authorized pile lengths.
- (5) Check that length of splices > 2 feet, not driven are compensated for under Production Piles, and splices that were driven for test purposes are compensated for under test piles. The Contractor will also be compensated for the material & labor for these splices mentioned; compensation of 30 feet will be added to production concrete piles.
- (D) Steel Piling: Price and payment will be included for furnishing all labor, equipment, and materials required to furnish and install steel piles, including welding, painting, predrilling pile holes, cost of sand or concrete fill and reinforcing steel in pipe piles. This pay item is also a final measured item paid for in linear feet. It will be essential that the field records clearly document these activities to support the submitted quantity.
- (1) Review level notes, pile driving records lengths, pile elevations, and authorized pile lengths.
- (2) Ensure that Contractor did not splice to obtain authorized length less than 40 feet and will not require splice except when shown on Plans. The Engineer can approve splicing to obtain authorized lengths

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- between 40 and 60 feet. The Engineer will permit splicing to obtain authorized lengths in excess of 60 feet of additional steel pile.
- (3) Compensation for each steel splice authorized by the engineer will be 20 feet added to the production steel pile.
  - (4) There will be no compensation for cut-off on steel piling.
  - (5) Point protectors will be paid per each protector authorized, furnished, and properly installed under pay item 455-120- .
  - (6) Check Specifications for set-checks, compensation and when ordered by the Engineer for pile redrives, Payment of 10 feet will be compensated for additional piling. Check pile redrive records if authorized for pay and the proper amount is added as compensation.
  - (7) Check receipt tickets from maintenance to ensure that all salvaged cutoffs (20 feet or longer) are delivered to the nearest maintenance yard and are not damaged. Any steel pile cut offs less than 20 feet are to be removed from the project by the Contractor, disposed of and documented.
- (E) Replacing Piles: All remarks in field records concerning piling that required pulling and/or replacing shall be checked.
- (1) Verify there is no duplication of payment for the quantity of pile when cutoffs are transported to another bridge site under the same contract for use as buildups or permanent piles.
  - (2) Ensure that in the event a pile is broken or otherwise damaged by the Contractor to the extent that the damage is irreparable, in the opinion of the Engineer, the Contractor shall extract and replace the pile at no additional expense to the Department.
  - (3) Also, in the event that a pile is mislocated by the Contractor, the Contractor shall extract and replace the pile at no expense to the Department except when a design change proposed by the Contractor is approved by the Department as provided in **Section 455-5.15.5** of the **Specifications**.
  - (4) Ensure that in the event that a pile is driven below cut-off without obtaining the required bearing, and the Engineer elects to have the pile pulled and a longer pile substituted, it will be paid for as Unforeseeable Work.



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- (5) Verify that there is no duplication of payment. If the extracted pile is undamaged and driven elsewhere, the pile will be paid for at 30% of the Contract unit price for Piling.
  - (6) Ensure that in the event a pile is damaged or mislocated, and the damage or mislocation is determined to be the Department's responsibility, the Engineer may elect to have the pile extracted, and it will be paid for as Unforeseeable Work.
  - (7) In the event that the contract does not have an item for pulling piles, the work will be handled as unforeseen work.
  - (8) Review the level notes, pile driving records, lengths, pile elevations, and authorized pile lengths.
- (F) Steel Sheet Piling: The Quantity to be paid for will be the plan quantity area, in square feet completed and accepted. It is calculated from top of the pile elevation to the bottom of pile elevation and beginning and end wall limits as shown in the plans with no allowance for variable depth surface profiles. When review is required:
- (1) Verify the changes, lengths and widths shown in the final measurement field book or the plan details.
  - (2) Check the standard unit weights and mathematics of the computed pay quantities.
  - (3) Approved alternate support structures are paid for as plan quantity computed for sheet pile. Sheet piling used in cofferdams and to incorporate the contractor's specific means and methods not ordered by the engineer are paid per **Section 125** of the **Specifications**.
  - (4) Review the level notes, pile driving records for pile elevations, and authorized pile lengths.
- (G) Concrete Sheet Piling: This is a final measure pay item, measured in linear feet. The total quantity for pay under this item is the product of the number of such piles satisfactory completed, in place, times their lengths in feet as shown in the plans or authorized by the Engineer.



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- (1) Ensure that payment under this item includes furnishing all materials, including reinforcing steel, grouting, plastic filter fabric, preformed holes and installation.
  - (2) Verify that this pay quantity is based upon piles 2-1/2 feet wide. However, if the Engineer approves, the Contractor may furnish the concrete sheet piling in widths wider than shown in the Plans; then the number of piles will be the actual number of units completed times the width used divided by the width in the Plans.
  - (3) Review the level notes, pile driving records for pile elevations and authorized pile lengths.
- (H) Drill Shaft Excavation - Linear Foot: Verify the length to be paid for as the distance from natural ground elevation at the center of the shaft prior to excavation to the final bottom of shaft excavation as authorized and accepted. Extra Depth Drilling - Linear Foot: Verify the length to be paid for as the distance from the plan elevation of the bottom of the shaft to the final authorized elevation of the bottom of the shaft, completed and accepted.

Where casing is provided with an inside diameter smaller than the specified drilled shaft diameter, the Contractor is required to provide an additional length of drilled shaft at no cost to the Department. The additional length required is determined by the following relationship.

additional length =  $(D_1 - D_2)L \div D_2$  Where:  $D_1$  = Casing inside diameter specified = Shaft Diameter Specified  $D_2$  = Casing inside diameter provided ( $D_2 = D_1$  minus twice the wall thickness)

$L$  = Authorized Drilled Shaft Length below ground for temporary casing methods or below casing for permanent casing methods.

In the above situation dealing with smaller inside diameter than is specified, the measured amount will be multiplied by a factor (F) determined below; this is necessary to compensate for smaller shafts:

$$F = \frac{2(D_2 - D_1)}{D_2}$$

Where:  $F$  = factor to adjust pay quantities to compensate for smaller shafts.  
 $D_1$  = casing inside diameter specified - shaft diameter specified.

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D2 = casing inside diameter provided (D2 = D1 minus twice the wall thickness).

Drill Shaft Records shall be kept with the Final "As-Built" Plan set and once the project has been moved to the "Pass Status" these records should be provided to the District Structures Maintenance Engineer for their use.

## 11.7 STRUCTURAL STEEL

Structural Steel and Miscellaneous Metals: See **Section 460** of the **Specifications**. The pay items in this section are measured in pounds, square yards, feet, and per each shall be paid for as plan quantity, subject to **Section 9-3.2** of the **Specifications** or paid at the contract lump sum price.

Ensure that final quantities and documentation display that the following items are included under Structural Steel and Miscellaneous Metals for purpose of payment:

- (1) Shear connectors.
- (2) Welding and welds: fastener assemblies not designated as high-strength such as: anchor rods, nuts, bolts and associated washers.
- (3) Transporting, handling and erection.
- (4) Shims and Fill Plates: the weight quantities are included in determining the weight of the completed structure to determine quantity paid, but not for a lump sum.
- (5) Preparation, application, clean-up and the consumables used in the coating process.
- (6) Preparation, handling, and/or clean up of weathering steel or the 'rust' marks on other items (concrete units, etc.) caused by the development of the patina.
- (7) Jacking of substructure units of adjacent fixed piers required to set bearing in accordance with contract documents.

## 11.8 TIMBER STRUCTURES

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See **Section 470** of the **Specifications**.

- (A) Treated Timber Structures: The quantities shall be paid for as plan quantity, in feet board measure subject to **Section 9-3.2** of the **Specifications**. When review is required, spot check as follows:
- (1) Check the nominal commercial sizes shown in the plans or ordered by the PE were used to calculate quantities.
  - (2) The lengths shall be the overall lengths of the pieces as shown in the plans, or the lengths actually incorporated in the structure are less than those shown in the plans.

## 11.9 STEEL GRID FLOORS

See **Section 504** of the **Specifications**. Quantities to be paid for shall be plan quantity, subject to **Section 9-3.2** of the **Specifications**. The quantities consist of the area, in square feet, installed, completed and accepted. The item consists of furnishing and erecting open type steel grid roadway and sidewalk floors on the movable spans of bridges and at other locations shown in the plans. When review is required, spot - check as follows:

- (1) Check the dimensions and notes shown in the plans to verify quantities.
- (2) Station to station lengths and widths may be used in the calculation of the dimensions actually constructed within the limits designated by the PE/PA.
- (3) Determine that the proper deduction has been made for open joints in the floor as required.

## 11.10 NO FIGURES FOLLOWING THIS CHAPTER

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**CHAPTER 12**

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## CHAPTER 13

### ADJUSTMENTS TO FUEL & BITUMINOUS MATERIALS

#### 13.1 PURPOSE

The purpose of this chapter is to outline the District Final Estimate Manager (DFEM) or designee's function related to reviewing fuel and bituminous adjustments.

#### 13.2 PROCEDURES

##### 13.2.1 All Projects

All projects will receive a fuel adjustment when original contract time is in excess of 120 calendar days. A Bituminous Adjustment will be applied if the contract has an original contract time of more than 365 calendar days or more than 5000 tons [5000 metric tons] of asphalt concrete. The Contractor will not be given the option of accepting or rejecting these material adjustments. Price adjustments for fuel and bituminous will be made only when the current fuel price (CFP) and current asphalt price index (CAPI) varies by more than 5% from the price prevailing in the month when bids were received, and then only on the portion that exceeds 5%.

#### 13.3 LUMP SUM AND DESIGN BUILD

##### 13.3.1 DEFO Responsibility

On Lump Sum and Design Build Projects the District Final Estimates Office (DFEO) shall ensure that a fuel and bituminous adjustment is required based on **Article 9.2 of the Specifications**. The DFEO shall review the following on the fuel and bituminous materials:

(A) Ensure that a fuel adjustment is entered every month on the Contractor's Fuel Work sheet even though the average price index is less than  $\pm 5$  percent. All Worksheets are submitted with the Monthly Certified Invoice.

(B) Contractor Invoice showing tons (metric tons) placed and gallons (liters) used in the asphalt concrete is received for each month a bituminous adjustment is made.

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- 1 (1) Asphalt price index for each consecutive progress estimate is  
2 correct.
- 3 (2) Total tons (metric tons) for each consecutive progress estimate  
4 is correct.
- 5 (3) Additional gallons (liters) for each consecutive  
6 monthly/progress estimate is correct.
- 7 (4) All worksheets are submitted monthly with the Certified Invoice.

8 **Note: See Chapter 11 of the Preparation and Documentation Manual, Topic**  
9 **No. 700-050-010 for Fuel and Bituminous Adjustments.**

## 10 **13.4 FUEL AND BITUMINOUS ADJUSTMENT CONVENTIONAL** 11 **PROJECTS**

### 12 **13.4.1 DFEO Responsibility**

13 The DFEO shall ensure a fuel and bituminous adjustment is required based on **Article**  
14 **9.2 of the Specification** and review the following:

- 15 (A) Total tons (metric tons) for the project is correct.
- 16 (B) Additional gallons (liters) for the project is correct.
- 17 (C) When reviewing the final estimate and changes are made to  
18 quantities, ensure fuel and bituminous adjustments are corrected.
- 19 (D) Ensure price adjustments made for fuel used after expiration of the  
20 last allowable Contract Day (including any time extensions) is limited  
21 to the increase or decrease dictated by the index in effect on the last  
22 allowable contract day.
- 23 (E) Ensure that Lump Sum items are manually calculated and added to  
24 fuel generated by Site Manager and placed on each consecutive  
25 progress estimate.

**Note: See Chapter 6 of the Preparation and Documentation Manual Topic No.**  
**700-050-010 for Fuel and Bituminous Adjustments.**

## Chapter 14 POST REVIEW PROCESSING / CONTRACT CLOSEOUT

### 14.1 PURPOSE

This procedure describes methods for the District Final Estimates Office (DFEO) and/or the Consultant Construction and Engineering Inspection (CCEI) firm to use in processing final estimates for payment after reviewing operations are complete.

### 14.2 PROCEDURE

#### 14.2.1 Post Reviewing Operations

After the final plans, quantities, required construction documentation, and final measurements have been verified and any changes have been discussed with the Project Administrator (PA), the final estimate can be submitted to the Contractor for acceptance.

**NOTE:** The figures supplied with this chapter show form letters and memos used to convey necessary information to concerned parties throughout the close out process. The letters and memos are templates containing common boilerplate language in most cases. The DFEO/CCEI representative will choose the appropriate paragraphs for a specific contract and delete the paragraphs and instructions which do not apply. No form letter or memo can ever 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. An example of such circumstances is addressing bonds, or value added items. See [Chapter 4](#) of this *Manual* for the submittal options for a Certified Final Estimate.

#### 14.2.2 Verification of the Final Estimate

- (A) The DFEO should verify that all entries, for each pay item in the Contract are shown on each Tabulation of Quantities and/or Summary of Quantities sheets/boxes in the Final "As-Built" Plans. These final quantities are transferred to the Pay Item Summary & Certification Sheet generated in SiteManager. This responsibility is performed by the Resident Office.

The updated estimate includes:

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- (1) Arbitration rulings as they are approved.
  - (2) Court orders or other legal actions received from the Department's Office of General Counsel (OGC).
  - (3) Pay adjustments for bituminous materials and fuels, when applicable.
  - (4) Adjustments for any failing materials including any quality assurance penalties. Each penalty should be shown separately.
  - (5) Contract Time: The contract time overrun or underrun should be determined. At the end of the estimate, dollar amounts shall be coded for:
    - (a) The appropriate liquidated damage dollar amounts on federal aid and non-federal aid projects.
    - (b) Any incentive/disincentive amounts.
- (B) The DFEO should review the **Offer of Final Payment** or **Request for Refund** letter to the Contractor including an appropriate summary. In the letter any outstanding pay estimates which have been processed for payment but have not been paid (or resolved in case of proposed overpayment estimates) should be addressed. A legitimate pay estimate is defined as an estimate which qualifies as follows:
- (1) It has a unique estimate number.
  - (2) It shows a continuity in changing contract amounts through sequential estimates; i.e., its previous quantity amounts are the quantity to date amounts from the prior (next lower numbered) estimate and its current quantity to date amounts will be the previous quantity amounts for the following (next larger numbered) estimate if one is written.
  - (3) It is one of a consecutive series of numbered estimates where all of the consecutively numbered estimates are accounted for.
  - (4) It may show a positive, negative, or zero amount due.
- (C) If there are unprocessed estimates, the Residents should notify the DFEO. These estimates amounts need to be reflected on the **Offer**



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*of Final Payment or Request for Refund* to the Contractor.

- (D) The DFEO shall review the total effect of claim settlements, liquidated damages, and supplemental agreements to ensure that duplicate payments are not made.
- (E) The DFEO's review of the revised explanations of overruns and underruns for any changes in quantities should have been made by the Resident Office.
- (F) The DFEO should verify the final estimate to be included with the offer letter to the Contractor and that all entries include previous estimate quantities and dollar amounts.

## 14.3 UPDATE AND SUBMITTAL OF FINAL ESTIMATE

**14.3.1 Update final estimate changes:** The Resident Office should enter quantity change updates into SiteManager and print the updated estimate.

If the estimate needs to be modified prior to acceptance, changes can be made if the next approval level rejects the estimate.

- (A) The Resident Office shall forward all notifications of legal action to the appropriate District Office of General Counsel.
- (B) The DFEO will be responsible for forwarding a copy of the final estimate to the Federal Highway Administration (FHWA) on full-oversight federally funded contracts.
- (C) The DFEO shall review all of the Contractor's documents for correctness (see [Sections 14.4](#) of this chapter and [Chapter 5.11 of the Construction Project Administration Manual\(CPAM\)](#)).
- (D) The final quantities are placed on the estimate using Progress Estimates with final approval level set as Electronic Estimate Distribution (EED) Finals. The estimate will print as a Final, additional finals in this manner may be run as issues are resolved. The Final Estimate will be processed after the Contractor has taken a full acceptance on all qualified issues and is in "Regular Pass". The Final Estimate in SiteManager will be a Zero Dollar estimate and is used to close the job out.

**Note: When a Final Estimate is processed under SiteManager, the system will not allow additional changes. BE SURE YOUR QUANTITIES ARE CORRECT AND ALL ISSUES ARE RESOLVED BEFORE**

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## PROCESSING THE FINAL ESTIMATE IN THIS SYSTEM!

**14.3.2 Progress (Partial) Estimates:** After final acceptance of the work and receipt of all required documents, a progress estimate may be processed to reduce the retainage on the contract in accordance with the [Standard Specifications](#). There are two types of letters used to transmit the progress estimate to the Contractor ([see Figure Nos. 14-1](#) and [14-2](#)). Send copies of the letter to the District Construction Engineer (DCE) and the Resident Engineer (RE). Issuance of the Progress Estimate is subject to the following provisions.

- (A) The retainage may be reduced to \$1,000 if:
  - (1) The amount retained is sufficient to cover any possible decrease in the quantities shown on the last paid estimate tabulation, plus any amounts the Department elects to deduct for unsatisfied claims or defective work as provided in [Section 9-5 of the Specifications](#).
  - (2) The Contractor has submitted all the required documents, properly executed.
- (B) A Certification of Materials and Tests is also required from the State Materials Office (SMO) in Gainesville and/or the District Materials Office before payment is made to the Contractor.
- (C) Where there is more than one job in the same contract, the retainage will be distributed in the percentage each job bears proportional to the total original contract amount.

### 14.3.3 Submittal of The Final Estimate

Upon completion of the review process and production of the final estimate, notify the Contractor of the results of that review and of any documents necessary to close out the contract. This process is called the "**Submit**" or known as "**Offer of Final Payment**", and the notification is accomplished with a Submit letter or Offer letter ([see Figure Nos. 14-3](#) through [14-6a](#)).

This process is not only for Conventional and Alternative type contracts but is to include contracts such as the "P3" (Public Private Partnership) Design Build Finance, Build Finance and Concession Agreement Contracts. The Offer letter for these type "P3" contracts will be drafted and submitted to the State Final Estimates Office (SFEO) for review and approval. Also, you will need to contact the Office of Comptroller (OOC) Cash Forecast Manager, requesting the Final Payment Schedule, to be attached to the **Final Offer**

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**letter.** Once approved the SFEO will notify the DFEO of approval and then the appropriate letter(s) may be submitted to the Contractor.

This **Submit letter** will be developed by the in-house personnel as well as CCEI. The DFEO will have the option to provide this function for the in-house Resident.

The **Submit letter** shall be sent electronically to the Contractor. The DFEO shall also be included electronically, with the original Submit Package delivered in the normal fashion.

This process will be performed by the CCEI and in-house personnel as described below:

- (1) CCEI will follow procedures as outlined in its Scope of Services and in-house personnel shall follow procedures set forth by the Florida Department of Transportation (Department) (see [Chapter 4 of the Review and Administration Manual, Topic No. 700-050-005 for CCEI Scope of Services](#)). The RE, as an authorized representative of the CCEI, will have the responsibility of making Offer of Final Payment based on the Certified Final Estimates Package for this contract. Offer of Final Payment will be made within 30 days of final acceptance date.

Upon making Offer of Final Payment, a copy of the Submit letter shall accompany the **Certification As To Accuracy of Final Payment** form. These will be included with the Final Estimate Package and will be turned in to the DFEO within thirty (30) days after the final acceptance date. All correspondence from this point forward will go to the DFEO.

The CCEI will be responsible for resolving any issues that may result from the Offer of Final Payment plus the Final Estimate Package once reviewed by the DFEO.

The CCEI shall utilize its company letterhead for the Submit letter; all in-house personnel shall use Department letterhead for the Submit letter. Notes shall reflect that all further correspondence concerning submittal of required contract documents shall be forwarded to the DFEO and the letter shall include the appropriate address and name of the DFEM.

The DFEO will continue to provide training to the CCEI and in-house personnel so that they will have the proper knowledge to generate the Submit letter.

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The DFEO shall make sure the [\*Final Estimates Office Record of Final Plans and Documents, Form No. 700-050-28\*](#) and [\*Final Plans and Estimates Transmittal, Form No. 700-050-20\*](#) have been updated and submitted with the Final Estimates Package.

The responsible office preparing the **Submit letter** shall run the last progress pay estimate, paying the Contractor for all acceptable work. The last progress estimate shall match the Pay Item Summary & Certification Sheet(s) generated in SiteManager, including all contract adjustments. Any bonus, incentive payments or retainage to be released, should be paid as soon as practical and could be paid by a progress estimate up to and including the final offer. It is incumbent on the responsible CCEI or in-house personnel to notify the DFEO of any incentive payments due the Contractor in order for the encumbrance process to be made.

**(NOTE: There will be only one Offer of Final Payment or Request for Refund made to the Contractor per contract (see [Section 14.11.3](#) of this chapter.)**

- **After final acceptance the Residency will need to run a Progress Estimate to reduce the Contractors monetary amount due. This will help insure that the Final Offer will be a zero amount due.**
- **A special effort should be made to see that all items that may or may not require "certification of quantities" from the Contractor that are constructed toward the end of the project , be paid on a Progress Estimate prior to the Final Offer. This will insure that the Sub-Contractors are paid in a timely manner.**
- **All pending items at the time the Offer of Final Payment is made should be included on the *Offer Letter*. (As an example: List pending Supplemental Agreement numbers, not all items within it. Or list item # waiting for certification, etc;).**
- **After the Offer of Final Payment has been issued to the Contractor, in cooperation with the District Construction Engineer, the DFEO will unencumber any unused Contingency Supplemental Agreement and Contingency Pay Item funds after PAR's are performed. (See CPAM, Section 7.4.8.2 for more details on unencumbering funds.)**

**NOTE: For Streamlined Projects see [Section 14.13](#) of this chapter for Closeout process. There is no Offer of Final Payment for these types of contracts.**

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## 14.3.3.1 Offer of Final Payment including Value Added Contract Features. This function will be performed by the DFEO.

The process for making the final offer to the Contractor will be followed with the exceptions listed below:

- a.) Upon full acceptance of the offer, the Contractor will be paid in the normal manner as detailed in [Section 14.9](#) of this chapter.
- b.) The [Contract Estimate Transmittal - Action Request Form 700-050-37](#) will be used to notify the Office of Comptroller, District Materials Office, and District Compliance Manager that the contract is a value added contract.
- c.) All contracts, except Traffic Marking contracts, will be placed in Status 52 and the remaining funds unencumbered.
- d.) Contracts with Traffic Markings warranties, will remain open(see above).
- e.) All value added contracts will remain open in SiteManager throughout the warranty period. DO NOT ENTER "PHYSICAL WORK COMPLETE" DATE OR CHANGE STATUS TO "COMPLETE".

**NOTE:** The contract 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 currently required (see [Section 14.11.1](#) of this chapter for guidelines).

- (A) The Submit Letter is the official **Offer of Final Payment** or **Request for Refund** on the contract. There are two types of submit letters with two versions of each one, the **Offer of Final Payment** (see [Figure Nos. 14-3](#) and [14-4a](#)) and the **Request for Refund** for single or multiple job contracts (see [Figure Nos. 14-5](#) and [14-6a](#)). Distribution by CCEI and In-house personnel will be as follows:
  - (1) Send the Original to the Contractor.
  - (2) Send copies of the **Submit Letter** to the:
    - (a) Surety Company (Surety) when the **Submit Letter** is a request for refund.
    - (b) SMO when the Materials Certification has not been

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received by the DFEO with all exceptions acceptably resolved.

- (3) The first segment contains information as to the amount due or owed on the final estimate and includes any unprocessed estimates issued before the final estimate and held by the OOC or the District.
- (4) The next segment of the **Submit Letter** is the request for the documents necessary to close the contract that have not previously been submitted by the Contractor or the SMO (see below (a) thru (f)). A discussion of the suitability of the documents supplied by the Contractor will follow in [Section 14-4](#) of this chapter and [Chapter 5.11 of the CPAM](#). The following is a list of the documents:
  - (a) **Contractor's Affidavit and Surety Consent (Form 21-A) Form No. 700-050-21** ([see Figure Nos. 14-7, 14-7a and 14-7b](#)).
  - (b) **Certification of Materials** ([see Figure No. 14-8](#)).
  - (c) **Construction Compliance with Specifications and Plans Form No. 700-020-02** ([see Figure Nos. 39 thru 39b](#)).
  - (d) Any mill analysis needed to complete testing requirements on the contract.
  - (e) Any material invoices which the contract may specifically require the Contractor to submit in order to calculate final payment due the Contractor.
  - (f) Any other contract specific documents, the Contractor is required to turn over to the Department prior to the conclusion of the contract.

**Note:** On contracts using "No Excuse Bonuses", the Contractor shall provide in writing a full and complete waiver of any and all claims against the Department to be eligible for the bonus payment provision. If the Contractor fails to complete "Contract Work Items" or fails to actually complete the "Contract Work Item" and obtain written verification of completion of the "Contract Work Item" from the Engineer on or before the "Bonus Completion Date", or should the Contractor, having done so, fail to timely request the "Bonus" for any reason, the Contractor



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shall have no right to any payment whatsoever as stated in the [Section 8-13.1 of the Specifications](#). Collection of this waiver letter is critical to determine whether the Contractor is eligible for the bonus payment.

- (B) Acceptance Letter(s): There are two types of acceptance letters: one for an **Offer of Final Payment** and one for a **Request for Refund**. An **Offer of Final Payment** or a **Request for Refund** letter is required for each contract. This document shall be executed by the Contractor ([see Figure Nos. 14-9](#) thru [14-9c](#)).

**Note:** If the Contractor has been overpaid, send the request for refund letter by **certified mail** so that a record is made of the Contractor's receipt of the request for refund.

- 14.3.4 Locally Funded Agreement (LFA):** If LFA exists on the contract, it should be addressed when all claims related to the LFA pay items have been resolved. See the Office of Comptroller (OOC's) procedures for more explanation [Procedure No. 350-020-300, Locally Funded Agreements \(Non-PTO\) Financial Provisions and Processing and Procedure No. 350-020-301, Financial Provisions for Joint Participation Agreements \(Non-PTO\)](#). Do this by sending a LFA memo ([see Figure No. 14-10](#)) to the Accounts Receivable Administrator in the OOC General Accounting Office. Show the final amount of the Contractor's billing to the Department on behalf of the LFA partner. Attach back up information to support the amount shown to the LFA memo with a copy of the final estimate with the item numbers involved in the LFA highlighted or by a cost breakdown prepared by the PA, showing all applicable pay items, their unit prices, quantities involved, individual pay item dollar costs, and the total dollar cost.

## 14.4 CONTRACT DOCUMENTATION

- 14.4.1 Initial notification and collection of contract documents:** The initial notification and collection of required documents is the responsibility of the Project Administrator(PA) in accordance with [CPAM, Chapter 5.11, Final Estimates Documents](#), for the "close-out" process.

- (A) Collection, review, and approval of the documents submitted by the Contractor are very important steps in contract closure. Receipt of the contract required documents controls the establishment of the payoff date for the contract. These documents are strictly under the control of the Contractor. Once these documents are received in an acceptable form, the seventy-five (75) day payment period will begin. When time has expired and payment has not been made, the Department is liable

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for interest on the final amount due if the delays are caused by the Department.

- (B) Prompt review of the Contractor's submitted documents is a priority because the **Standard Specifications** require that the Contractor be notified within twenty (20) days receipt of **Form 21-A**, of any discrepancies or the original date of receipt will control the establishment of the payoff date. This process is detailed in [Chapter 3, Section 3.2.3, \(B\), \(1\) and \(2\)](#) of this **Manual**.
- (C) The Contractor shall 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 a letter stating that it's forms are unacceptable because they are not the official forms provided by the Department and request that the Contractor re-execute the document(s) on the official form(s) provided by the Department. Attach copies of the official form(s).

## 14.5 SUSPENSION PROCEDURES

In accordance with [Section 9-8 of the Specifications](#), 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 of Final Payment, 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, Florida Statutes](#), as well as [Rule 14-22.012, Florida Administrative Code \(F.A.C.\)](#)(**Suspension, Revocation, or Denial of Qualification**). If the Contractor's Certificate of Qualification is already suspended, [Rule 14-22.0141, F.A.C.](#)(**Contractor Non-Responsibility**) applies.

Also in accordance with [Section 9-8 of the Specifications](#), 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 of Final Payment 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. Provisions for Prompt Settlement or Legal Defense of Claims](#) and [Disqualification for Failure to Settle Claims](#).

**14.5.1 Action To Proceed With Notice of Suspension Letter at Day 80:** If all required contract documents have not been received within eighty (80) days of the **Offer of Final Payment**, the DFEM/DFEO will prepare a final suspension letter to the Contractor ([see Figure No. 14-11](#)) 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 90 day suspension letter, the DFEM will also prepare a



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cover memo, ([see Figure No. 14-12](#)) along with the suspension letters that will be delivered to the Delinquency Coordinator of the State Construction Office (SCO) for signature by the Chief Engineer (CE) as outlined below in Sections, [14.5.2](#), [14.5.3](#), and [14.5.4](#) of this chapter.

**14.5.2 Required Documents Not Received within 90 Days:** If all required contract documents have not been received within ninety (90) days of the Offer of Final Payment, the previously prepared letter(s) as stated in the procedure above will be processed by the SCO. ([see Figure No.14-12](#)). Along with the letter, an attachment must be sent informing the Contractor of their administrative right for a hearing ([see Figure No. 14-12a](#)). **This letter and attachment are used only when the Contractor is already prequalified.** Each case should be reviewed individually when this letter is to be used. In situations where the Contractor was prequalified but the Contractor has allowed it to expire, it is important that the correct attachment is sent in each case since the time frames are different ([see Section 14.5.3](#) of this chapter).

- (A) The DFEO should check the office file to see if the missing required contract documents mentioned in the CE's letter have been received in satisfactorily completed condition. If any or all documents are received before the letter is sent to the Contractor, the DFEO will notify the SCO of these changes and the letter will be revised and signed by the CE.
- (B) This letter shall advise the Contractor of the Department's intent to suspend its Certificate of Qualification and the Contractor shall contact the Delinquency Coordinator of the SCO by phone if there are questions on this matter. This letter also details that if the time frames expire, the suspension is conclusive. This eliminates the need for follow up letters.
- (C) After the letter is signed by the CE, the SCO may fax a copy of the letter to the Contractor if a number has been supplied. The original letter will be generated by the SCO and delivered to the Contractor via Certified Mail, with **Return Receipt Requested**.
- (D) The SCO will send a copy of the **Return Receipt** and letters to the DFEO as the file copy of the CE's letter, as it establishes the date the Contractor received the letter.
- (E) Copies of this letter will be distributed to the DFEM, DCE, Surety, the Pre-Qualifications Specialist, and the Central Office Contracts Administration Manager. The Contractor and the Department then have three options:

- (1) If the Contractor returns the required documents to the

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Department, the suspension procedure will be halted after the time has expired as shown in [Rule 14-22, F. A. C.](#), providing all documents are acceptable.

- (2) If the Contractor requests an administrative hearing within ten (10) days of receipt of CE's letter, this will temporarily halt the suspension procedure, pending the outcome of the hearing.
  - (a) If a hearing has been requested, the Clerk of Agency Proceedings shall send to the DFEM a copy of the outcome of the hearing. If the hearing results in a finding that the Contractor has submitted all the missing required contract documents in a satisfactorily completed condition, then the processing of the payment of the Contractor's final estimate will continue without further delays.
  - (b) If the hearing results in a finding that the Contractor has NOT submitted all the missing required contract documents in a satisfactorily completed condition; then the suspension process outlined in the Notice of Intent to Suspend Certificate of Qualification letter will be conclusive.
- (3) If no hearing was requested and all required documents are still not received, the DFEM shall notify the SCO Prequalifications Specialist via email that the time frame has expired. The Prequalifications Specialist will take the appropriate action.

**14.5.3 Required Documents Not Received within 90 Days from Contractors who are non-responsible or ineligible:** In situations where the Contractor was prequalified but has allowed it to expire and all required contract documents have not been received within ninety (90) days of the offer of final payment, the previously prepared letter(s) as stated at the 80 day process above will be performed by the DFEM., ([see Figure No.14-13](#)). This is a two-part letter with an attachment of **Notice of Administrative Hearing Rights** ([see Figure No. 14-13a](#)). The attachment must accompany the letter since it explains the process and time frames for requesting a hearing. Ensure that the correct attachment is sent with this letter as the time frames for requesting a hearing for a non-prequalified Contractor vary from a Contractor who is prequalified. The SCO will coordinate this letter with the CE and the OGC.

- (A) If any or all documents are received before the letter is sent to the Contractor, the DFEO will notify the SCO of these changes and the letter will be revised and signed by the CE.

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- (B) This letter shall advise the Contractor of the Department's intent to declare the Contractor Non-responsible and to contact the SCO by phone if the Contractor has questions on this matter. This letter also details that if the time frames expire, the suspension is conclusive. This eliminates the need for follow up letters.
- (C) The SCO will send a copy of the **Return Receipt** and letters to the DFEO as the file copy of the CE's letter, as it establishes the date the Contractor received the letter.
- (D) Distribute copies of this letter of Non-responsibility to the appropriate persons listed on the letter:
  - (1) If the Contractor returns the required documents to the Department, the non-responsible procedure will be halted after time has expired as shown in the [Rule 14-22.0141, F. A. C.](#) providing all documents are acceptable.
  - (2) If the Contractor requests an administrative hearing within twenty-one (21) days of receipt of CE's letter, this will temporarily halt the suspension procedure, pending the outcome of the hearing.
    - (a) If a hearing has been requested, the DFEM shall ask the Clerk of Agency Proceedings to send a copy of the outcome of the hearing. If the hearing results in a finding that the Contractor has submitted all the missing required contract documents in a satisfactorily completed condition, the processing of the payment of the Contractor's final estimate will continue without further delays due to documents mentioned in the CE's letter.
    - (b) If the hearing results in a finding that the Contractor has NOT submitted all the missing required contract documents in a satisfactorily completed condition, the suspension process outlined in Notice of Intent to Declare Non-Responsible letter will resume as outlined in the notice.
  - (3) If no hearing was requested and all required documents are still not received, the DFEM shall notify the SCO Prequalifications Specialist via email that the time frame has expired. The Prequalifications Specialist will take the appropriate action as outlined in the [CPAM, Chapter 8.7.](#)

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**14.5.4 Required Documents Not Received within 90 Days from the Surety:** On contracts completed by the Surety due to a takeover agreement, the Surety is required to submit all contract required documents within ninety (90) days. If the Surety fails to do so, the DFEM will take the following steps:

- (A) If all contract-required documents are not received within ninety (90) days of the Offer of Final Payment, the previously prepared letter(s) as stated at the 80 day process above will be provided by the DFEM. ([see Figures Nos. 14-14 and 14-14a](#)). This letter shall advise the Surety of the Department's intent to suspend the Surety's qualification to bond Department contracts. This is a two-part letter with an attachment of **Notice of Administrative Hearing Rights** ([see Figure No. 14-14a](#)).
- (B) The SCO will send a copy of the return receipt and letters to the DFEO for the file copy of the CE's letter as it establishes the date the Surety received the CE's letter.
- (C) Send copies of the letter to the Central Office Contract Administration Manager and the Prequalifications Specialist. The Surety and the Department then have three options:
  - (1) If the Surety returns the required documents to the Department, the suspension procedure will be halted, providing all documents are acceptable.
  - (2) If the Surety requests an administrative hearing within twenty-one (21) days of receipt of CE's letter, this will temporarily halt the suspension procedure, pending the outcome of the hearing.
    - (a) If a hearing has been requested, the DFEM shall request the Clerk of Agency Proceedings to send a copy of the outcome of the hearing. If the hearing results in a finding that the Surety has submitted all the missing required contract documents in a satisfactorily completed condition, then the processing of the payment of the final estimate will continue without further delays due to documents mentioned in the CE's letter.
    - (b) If the hearing results in a finding that the Surety has NOT submitted all the missing required contract documents in a satisfactorily completed condition; then the suspension process outlined in the Notice of Intent to Suspend Qualification to Issue Bonds letter will resume as outlined in No. (3) below.

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- (3) If no hearing was requested and all required documents are still not received, prepare a letter ([see Figure No. 14-16](#)), for signature by the Department's Secretary confirming the suspension of the Surety's qualification to issue bonds outlined in the CE's previous letter. The Secretary's letter will also state that the suspension is effective on date of the twenty-first day after the Surety's receipt of the CE's letter. The Secretary's letter will also state that the suspension of the Surety's qualification to issue bonds will continue until all documents are received in a satisfactorily completed form.
  - (a) Forward the cover memo (only if not sent electronically) and the letter to the SFEO for review. The SFEO will forward the letter to the CE for signature. **NOTE:** This cover memo is not needed if the letter is transmitted electronically.
  - (b) The Secretary's letter shall list which of the specific required documents have not been received and/or which of the specific required documents have not been received in a satisfactorily completed condition.
  - (c) After the original is signed by the Secretary, the SFEO will return it to the DCE for mailing. Mail the original Secretary's letter to the Surety by certified mail with return receipt requested.
  - (d) Attach the return receipt to the file copy of the Secretary's letter as it establishes the date the Surety received the Secretary's letter.
  - (e) Send copies of the letter to all District Secretaries, the CE, the Central Office Contracts Administration Manager, and the SCO Prequalification Engineer.
  - (f) The CE shall sign any subsequent letter regarding the Surety's qualification to issue bonds status.
- (D) If the missing required contract documents mentioned in the Secretary's letter, is not received in satisfactorily completed condition, within twenty-one (21) days after the date the Surety received the Secretary's letter; on the twenty-first day after the date the Surety received the Secretary's letter; call the Clerk of Agency Proceedings in

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the Department's OGC to see if the Surety has requested the administrative hearing mentioned above.

- (E) If this procedure or the administrative hearing mentioned above ultimately leads to a suspension of the Surety's qualification to bond, the suspension shall be lifted upon receipt of all required documents. In order to lift the suspension, send a letter to the Surety rescinding the suspension ([see Figure No. 14-17](#)). This letter shall be signed by the CE.
- (F) Send copies of this letter to all District Contracts Offices, the Central Office Contracts Administration Manager, DFEM, DCE, and the SCO Prequalifications Engineer.

**14.5.5 Required Document Not Received from the Contractor:** If the **Notification of Findings (NOF) Letter** has not been received within thirty (30) days, the DFEM/DFEO will prepare the suspension letter to the Contractor ([see Figure No.14-15](#)). Along with the letter, an attachment must be sent informing the Contractor of their administrative right for a hearing ([see Figure No. 14-15a](#)).

**NOTE: This process applies only after the initial 90 days have elapsed.** For further information see [Section 14.11.3.1 of this Chapter](#).

- (A) The suspension letter shall advise the Contractor of the Department's intent to suspend its Certificate of Qualification and the Contractor shall contact the Delinquency Coordinator of the SCO by phone if there are questions on this matter. This letter also details that if the time frames expire, the suspension is conclusive. This eliminates the need for follow up letters.
- (B) After the letter is signed by the CE, the SCO may fax a copy of the letter to the Contractor if a number has been supplied. The original letter will be generated by the SCO and delivered to the Contractor via Certified Mail, with **Return Receipt Requested**.
- (C) The SCO will send a copy of the Return Receipt and letter to the DFEO as the file copy of the CE's letter, as it establishes the date the Contractor received the letter.
- (D) Copies of this letter will be distributed to the DFEM, DCE, Surety, the Pre-Qualifications Specialist, and the Central Office Contracts Administration Manager. The Contractor and the Department then have three options:
  - (1) If the Contractor returns the required document to the



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Department, the suspension procedure will be halted after the time has expired as shown in [Rule 14-22, F. A. C.](#), providing the document is acceptable.

- (2) If the Contractor requests an administrative hearing within ten (10) days of receipt of CE's letter, this will temporarily halt the suspension procedure, pending the outcome of the hearing.
  - (a) If a hearing has been requested, the Clerk of Agency Proceedings shall send to the DFEM a copy of the outcome of the hearing. If the hearing results in a finding that the Contractor has submitted the missing required contract document in a satisfactorily completed condition, then the processing of the payment of the Contractor's final estimate will continue without further delays.
  - (b) If the hearing results in a finding that the Contractor has NOT submitted the missing required contract document in a satisfactorily completed condition; then the suspension process outlined in the Notice of Intent to Suspend Certificate of Qualification letter will be conclusive.
- (3) If no hearing was requested and the required document is still not received, the DFEM shall notify the SCO Prequalifications Specialist via email that the time frame has expired. The Prequalifications Specialist will take the appropriate action.

## 14.6 OFFSETTING PAYMENTS

This section describes how to facilitate payment of funds owed to the Department pursuant to a construction contract with any party. This procedure shall 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 monthly progress estimates of payments to the Contractor.

### 14.6.1 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 of such project and said funds cannot be recovered through the normal process of adjusting subsequent monthly progress

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estimated payments to 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 to determine the amount due to the Department and that the intent of recovery excludes 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, 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, Florida Statutes](#).
- (D) The Accounts Receivable (AR) Administrator in the General Accounting Office should be notified when the Department requests reimbursement from the Contractor and should receive a copy of same information sent to the Contractor. Receipt of payment should be forwarded to the AR Administrator 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 (hereinafter called the Director) and the Accounts Receivable Administrator. See procedure **Accounts Receivable**, [Topic No. 350-060-303, Section 18](#), for the process to be used in collecting delinquent accounts.

## 14.6.2 All Construction Contracts

- (A) The Director 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, will notify the AR Administrator of the OOC on the donor contract selected with **Memorandum of Overpayment, Form No. 700-010-31**, ([see Figure No. 14-40](#)).
- (D) The OOC, Disbursement Operations Office (DOO), Contract Payment



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Section will withhold offsetting payments from the Contractor on the donor contract and the Director, will coordinate with DOO before an agreement is made.

- (E) The OOC, DOO, Contract Payment Section will notify the AR Administrator when offsetting payments are withheld from the Contractor on the donor contract.

## 14.7 RECOVERY OF OVERPAYMENTS

If, as a result of the final estimates review, it is determined that the Contractor has been overpaid, steps must be taken to recover money due the Department. The following steps below direct how to recover money due the Department:

- 14.7.1 Send the Submit Package Certified Mail:** Send the Submit package (**Submit Letter** and associated documents) on overpayment jobs to the Contractor by certified mail with **Return Receipt Requested**. Send a copy of the **Submit Letter** to the Surety and AR Administrator in the OOC General Accounting Office(OOC-GAO) ([see Figure Nos. 14-5](#), and [14-6, 6a](#)).
- 14.7.2 No Response from Contractor after 60 Days:** If after sixty (60) days from the date of the DFEM's letter to the Contractor there has been no response, send a request for refund letter to the Surety ([see Figure No. 14-18](#)). Send copies of this letter to the Contractor, the DCE, the RE and the AR Administrator.
- 14.7.3 No Response from Contractor after 90 Days:** If after ninety (90) days from the date of the DFEM's letter to the Surety there has been no reimbursement of the overpayment, send a memo to the DCE to determine if there are any negotiations in progress that would reduce or eliminate the overpayment ([see Figure No. 14-19](#)). Send copies of this memo to the Central Office Chief Civil Litigation Counsel.
- 14.7.4 Notify Legal Office:** If there are no negotiations underway, thirty (30) days after the date of this memo, send a memo ([see Figure No. 14-20](#)) to the Central Office Chief Civil Litigation Counsel advising him/her to collect the overpayment through legal means. Send copies of this memo to the SCO and the Accounts Receivable Administrator. See procedure [Accounts Receivable, Section 18](#), for the process to be used in collecting delinquent accounts.
- 14.7.5 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, then the DFEM should process the check following the procedures set forth in the **Funds Transmittal System (FTS)** and [Topic No.](#)

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[350-080-300 Securing, Transmitting, Depositing, Recording, and Refunding Receipts](#) and notify the AR Administrator that payment has been received. The DFEM shall log receipts as soon as they are received into the *FTS* and if needed, you may track multiple checks using **Form No. 350-080-15, Receipts Log** ([see Figure Nos. 14-21](#) thru [14-24](#)). The DFEM must then attach the reimbursement check and a copy of the financial summary page from the most recent final estimate for each job on the contract. After making a copy of this package to keep in the DFEO office contract file, the DFEM will forward the original package to the appropriate District Financial Services Office to be sent to the OOC in a tamper-proof bag, to Attn: Cashier's Office, MS-42B, 605 Suwannee Street, Tallahassee, Florida 32399-0450. When the check is received at the OOC, the Cashier will return a receipt or e-mail verification to the appropriate District Financial Services Office who will forward a copy to the DFEM ([see Figure No. 14-24](#)). The DFEM will **then** attach the copy of the Cashier's receipt or e-mail verification to the copy in the DFEO's office file. A copy of this package must be included with the final estimate when all of the rest of the Contractor's required documents are received and the final estimate is passed to the OOC for further processing or contract closure.

## 14.8 FORFEITURE OF AMOUNTS DUE

[Section 337.141\(4\), Florida Statutes](#), provides for the forfeiture of any amount owed as final payment in the event that 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 of Final Payment, whichever is later.

**14.8.1 Exemption from Forfeiture:** The forfeiture will not apply to documents that are the subject of existing claims or pending lawsuits.

**14.8.2 Forfeiture Requirements:** When all criteria have been met, notify the Contractor of pending forfeiture only in cases when the firm has outstanding documents required to close their contract and then by certified mail at least sixty (60) days before the forfeiture. Send copies of this letter ([see Figure No. 14-25](#)) to the Surety and the DCE. If the Contractor does not respond, the forfeiture process shall continue.

If the job is federally funded, send a letter to the FHWA to obtain its assurance that federal funds will not be withheld from the Department because of non-receipt of federal documents ([see Figure No. 14-26](#)).

**14.8.3 Forfeiture and Contract Closure:** Upon assurance from FHWA that Federal Funds will not be withheld from the Department, notify the OOC, Disbursement Operations Office, Contract Payment Section with a **Global Memo** ([see Figure No. 14-27](#)) to close the contract and consider any

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amounts due the Contractor to be forfeited.

## 14.9 CONTRACTOR'S ACCEPTANCE OF THE FINAL ESTIMATE

The Contractor has two options in response to the Department's official offer of final payment:

### 14.9.1 Regular or Regular Overpayment Acceptance Letter:

- (A) The return of one of these letters, signed by the Contractor, signifies its agreement to either accept the amount offered or refund the amount requested by the Department as full and final settlement of any and all claims to compensation.
- (B) When the Contractor returns the **Regular Acceptance Letter** with all other required documents, forward the final estimate to the OOC for contract closure.

### 14.9.2 Qualified or Qualified Overpayment Acceptance Letters:

- (A) The return of one of these letters, signed by the Contractor, signifies its agreement to either accept the amount offered or refund the amount requested by the Department with the stipulation that the contract shall remain open while it 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 specific issue, listing the dollar value of the dispute, the pay items involved in the dispute and the specific quantities (if any) and sufficient information about the location of the dispute to isolate the exact area of the dispute. **Any pending arbitration claim or suit must be limited to the areas defined in the Qualified Acceptance Letter and must be commenced within 820 days of the final acceptance date.** Failure to file a formal claim within these limits constitutes full acceptance. No further claims beyond those listed will be allowed once the **Qualified Acceptance Letter** is accepted by the Department.

**NOTE:** A **Regular** or **Qualified Request for Refund Acceptance Letter** must be accompanied by the Contractor's check to the Department. If the Contractor's check is not included, the acceptance letter will be considered incomplete.

- (B) When a Contractor files a **Qualified Acceptance Letter** with all other required documents, pass the final estimate to the OOC for processing and placement into Reserve Status where it will remain until resolution

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of all qualified issues. (see [Section 14.11.3 of this Manual](#) for qualified acceptance management).

## 14.10 CONTRACTOR'S AFFIDAVIT AND SURETY RELEASE

The [Contractor's Affidavit And Surety Consent, Form No. 700-050-21](#), is a three page document, commonly known as the **Form 21-A**, which must be submitted by the Contractor on all contracts. Page three of this form contains full instructions to the Contractor and Surety for the execution of this document. A copy of these instructions shall be provided with each form distributed (see [Figure Nos. 14-7, 14-7a, and 14-7b](#)).

**14.10.1 Requirements, Page One:** Page one of this document, which must be executed by the Contractor, states in part, that it 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.

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 the public health, safety, or property. If this occurs, then the Contractor would **only** need to provide the Contractor's Affidavit portion (page 1 of 3) of the **Form 21-A**. He would not be required to provide the Surety portion of this form.

**14.10.2 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. A **Power of Attorney** (if any is required) must be provided by the Surety.

**14.10.3 General Counsel Document Review:** Before final payment is made, the package formed by page one, page two, and the **Power of Attorney** (if any is required) must be reviewed by the District General Counsel's Office to ascertain that the following 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 (if any is required) and Florida resident agent (if any is required) have all signed the documents appropriately.
- (C) The Power of Attorney (if any is required) from the Surety is enclosed with the document.

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- 14.10.4 Contracts Completed by Surety:** On contracts completed by the Surety due to a take over an agreement, use **Form No. 700-050-22 Form 21-A Modified Surety Takeover** instead of **Form No. 700-050-21 Form 21-A Contractor's Affidavit and Surety Consent**. Both pages of **Form No. 700-050-22** are completed by the Surety ([see Figure Nos. 14-28, 14-28a, and 14-28b](#)). Before final payment is made, the package formed by pages one and two of the **Form No. 700-050-22**, and the Surety's **Power of Attorney** (if any) must be reviewed by the District General Counsel's Office to check that the statements above in [Section 14.10.3 of this Manual](#) are true.
- 14.10.5 Receipt of Form 21-A and Unpaid Bills:** When the DFEM receives a **21-A**, the following steps will be taken to ensure unpaid bills issue(s) have been addressed:
- (A) Review **21-A** form for format, information, compliance, etc. Return the form to the Contractor if there are any discrepancies other than unpaid bills issue(s) within twenty (20) days of receipt of the **21-A**.
  - (B) Next, check the Final Estimates Unpaid Bill Inquiry Program (FEUNPAID) for unresolved issue(s) with respect to this specific **Form 21-A**. If there are no disputes listed on the **21-A** and there are unresolved issue(s) in the FEUNPAID system (or if all the issue(s) in the FEUNPAID system have not been listed on the **21-A**), print a contract report from the FEUNPAID system. Send a copy of this report and a copy of the **21-A** to the RE and request he/she contact the DFEM to review the conflicts with the **21-A** and the report.
  - (C) When the RE's Office calls, find out if the issue(s) have been resolved. If the issue(s) listed in the FEUNPAID system have been resolved during the life of the construction contract, revise the FEUNPAID system to reflect their resolution.
  - (D) If you find there are discrepancies with the **21-A** and outstanding unresolved issue(s), the RE will notify the DCE and the District General Counsel's Office. A determination will be made as to whether good cause exists for nonpayment, whether payment should be withheld, or whether the matter should be pursued with regard to revocation of Certificate of Qualification.
  - (E) If the **21-A** is acceptable for all but unresolved unpaid bills issue(s):
    - (1) If the unresolved unpaid bills issue(s) have been determined to be good cause, send the final estimate for payment.

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- (2) If the unresolved unpaid bills issue(s) have not been determined to be good cause, hold the final estimate until the Contractor addresses the issue(s) with the subcontractor(s). The DCE will make the determination that the Contractor has provided sufficient evidence for addressing the issue(s).
- (3) If the Subcontractor/First Tier sends a notice of nonpayment after the project was final accepted and paid off send the Prime Contractor a letter requesting a detailed response and include all pertinent information. ([see Figure No. 14-42](#))

## 14.11 PASS PROCESS

**14.11.1 Regular and Qualified Passes:** Once the Contractor has returned all the required documents for a given contract and the documents have been deemed satisfactory, prepare and distribute document packages to facilitate payment and/or closure of the contract. This process is known as a Pass (the contract is passed to the OOC, Disbursement Operations Office, Contract Payment Section for handling). There are two (2) types of Passes:

- (A) **Regular Pass:** When the Contractor has submitted a **Regular Acceptance Letter**, the contract will be paid and closed. This is known as a **Regular Pass** (status 50 in FLAIR).
- (B) **Qualified Pass:** When the **Qualified Acceptance Letter** is submitted, the contract will be paid and placed into Qualified Reserve status, but not closed and will remain active. This is known as a **Qualified Pass** (status 10 in FLAIR).

**Value Added/Warranty Contracts:** When the Contractor has submitted a **Regular Acceptance Letter**, the contract will be paid and the contract will be placed in status 52. This is known as **Regular Pass/Value Added**.

**14.11.2 Pass Packages:** The same document packages are created when either type of Pass is done. These packages are known as the OOC Disbursement package, the Federal Aid package, the Central Files package, and the Final Estimates package. The contents of each package are set forth in the checklists used to prepare each. Distribution and other requirements of the packages are covered in the descriptions below.

- (A) The Disbursement package sent to the OOC, Disbursement Operations Office, Contract Payment Section, consists of the **Global Memo** and other documents necessary to process the final estimate. These documents include the Contractor's acceptance letter, final estimate, copies of settlement agreements, court orders, etc., as



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appropriate to the situation. Send this package with both types of Passes. The **Global Memo** contains both the checklist and handling instructions for each type of Pass ([see Figure No.14-27](#)). Write additional comments or requests for action in the space provided. Send copies of this memo to the DCE.

(1) The required Submit date is established by one of the two cases listed below:

(a) Case one: If all documents were received prior to or within thirty (30) days of final acceptance date, add fifty (50) days to the date the last required document was received.

$$\frac{\text{_____}}{\text{(date)}} + 50 \text{ days} = \frac{\text{_____}}{\text{(target date)}}$$

(b) Case two: If all documents were received thirty (30) days after final acceptance date, add twenty (20) days to the date last required document was received.

$$\frac{\text{_____}}{\text{(date)}} + 20 \text{ days} = \frac{\text{_____}}{\text{(target date)}}$$

(2) Then compare the required Submit date to the actual Submit date.

(a) If the actual Submit date is later than the required date, deduct the required date from the actual date to calculate the number of days the submittal is late.

For example: If the required Submit date is 11/01/2004 and the actual Submit date is 11/25/2004:

$$11/25/2004 - 11/01/2004 = 24 \text{ days late.}$$

(b) If the actual Submit date is earlier than the required date, deduct the actual date from the required date to calculate the number of days the submittal is early.

For example: If the required Submit date is 05/01/2004 and the actual Submit date is 04/15/2004:

$$05/01/2004 - 04/15/2004 = 17 \text{ days early.}$$

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- (3) Next, note the date the acceptance letter or **21-A** was received, whichever is later. This date will be used with the amount of days early or late to calculate the number of days required to achieve Payoff.
  - (4) The required Payoff date is calculated next.
    - (a) If the actual Submit date was late, subtract the number of days late from the number 25. For example, if the submittal was 24 days late:  $25 - 24 = 1$ .
    - (b) If the actual Submit date was early, add the number of days early to the number 25. For example, if the submittal was 17 days early:  $25 + 17 = 42$ .
  - (5) Take this number and add it to the date the **21-A** or acceptance letter was received (whichever is later) to calculate the required Payoff date.

For Example: If the acceptance letter was received on 06/10/2000 and the 21-A was received on 06/10/2000; and the estimate was submitted twenty (20) days early, the calculation would be:

    - (a)  $20 + 25 = 45$
    - (b)  $06/10/2004 + 45 \text{ days} = 07/25/2004$  for the required Payoff date.
  - (6) If the actual Payoff date is after the required Payoff date, the OOC will compute the amount of interest due the Contractor and enter the interest paid on the **Global Memo**. The OOC will send a copy of this memo showing the amount of interest paid to the DFEO. Place this copy in the DFEO office file.
  - (7) A worksheet is available to calculate these dates.  
[\(see Figure No. 14-29\)](#).
- (B) The Federal Aid package consists of the documents necessary to satisfy the FHWA. Send this package with **Regular Passes** to the Office of Federal Aid. [\(see Figure No. 14-30\)](#). Along with this checklist, there are three (3) other FHWA related forms required before the contract can be placed in the Pass status. The **Final Inspection and Acceptance of Federal-Aid Project, Form No 700-010-32** should be completed and sent to FHWA. [\(see Figure No. 14-30a\)](#).



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For Full Federal Oversight Projects, the following two(2) forms should be completed and forwarded to FHWA:

- (1) Construction Inspection Report ([see Figure 14-30b](#))
- (2) Final Acceptance Report ([see Figure 14-30c](#))
- (C) The Central Files package contains the documents necessary for the Department's permanent files on the contract ([see Figure No. 14-31](#)). Send this package with a **Regular Pass** or a contract removed from **Qualified Reserve**.
- (D) The Final Estimates package contains the documents necessary for the DFEO permanent office file. A checklist is used to create this file and it reflects the minimum documentation necessary for the permanent office file ([see Figure No. 14-32](#)). Retain the permanent office file in the DFEO for a minimum of five (5) years before preparing for storage according to [Document Control Records Retention Schedule No. A-273\(1\)](#).

## 14.11.3 Qualified Acceptance Management and Tracking Qualified Acceptance Issues

- (A) At the time of **Qualified Pass**, write a letter ([see Figure No. 14-33](#)) to the Contractor advising them of 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. Send copies of this letter along with a copy of the **Qualified Acceptance Letter** to the DCE and the RE.

**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 timeframe, **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 payment with copies to the DCE and RE ([see Figure No.14-34](#)). This letter advises the Contractor of partial or full settlement of qualified acceptance issues. **Use Section B of the letter, only if there are still outstanding issues.**
- (C) Should there be a full acceptance on all issues within the original

**Qualified Acceptance Letter**, issue a letter that states all issues have been resolved ([see Figure No. 14-34a](#)).

#### 14.11.3.1 Notification Letter of Findings Due to Additional Review

**NOTE:** Submittal of the Offer of Final Payment will **only** be made once. If the **Acceptance Letter** has not been received from the Contractor and review of the final estimate finds discrepancies, the notification letter will be sent. If the Contractor **has** returned the **Acceptance Letter**, then the resolution letter with another estimate showing those findings will be sent to the Contractor. **The issuance of this letter will not change the initial 90 day suspension process established when the offer of final payment letter was submitted.**

However, if the issuance of the "**Notification of Findings Due to Additional Review**" (**NOF**) has been sent to the Contractor prior to the initial 90 day suspension and the required actions and return of this document fall outside of the 90 day suspension, the Contractor still has 30 days to provide a response as required in [Section 9-8.2 of the Standard Specifications](#).

- (A) Once an **Offer Letter** has been sent to the Contractor there may be a need to offer a notification of issues found after the **Offer Letter** has been sent. This letter could be sent to the Contractor before or after an acceptance letter has been received and will address specific issues that were added or corrected due to issues discovered on the final estimate. These changes are needed based on the findings of the Post Audit Reviews (PAR) or additional information. The letter will state that, only those items listed are eligible to be qualified. If the Contractor takes exception to any of these items listed, they will be in addition to any and all items listed in the original qualified acceptance letter ([see Figure No. 14-34b](#)).
- (B) After receiving the overpayment letter and refund check from the Contractor, issue a notification letter to the Contractor of the specific issues, addressing items that were added or corrected due to differences discovered on the final estimate. This may increase or decrease the overpayment. The Contractor has a right to accept or reject any or all of these changes ([see Figure No. 14-34b](#)).
- (C) When the **NOF** letter is submitted within the timeframe specified in [Section 9-8.1 of the Standard Specifications](#) the Contractor needs to complete and return the signed **NOF** letter with all other requirements specified in this Subarticle.

If the **NOF** letter is sent after the requirements of [Section 9-8.1](#), the

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Contractor has 30 days to complete and return the signed letter signifying agreement or disagreement with the findings in accordance with [Section 9-8.2](#).

If after receiving the full acceptance from the Contractor an overpayment is found based on the PAR review, the CCEI responsible for that particular contract will be held accountable to recover those funds due the Department. The Contractor has a right to accept or reject any or all of these changes.

## 14.12 CONTRACT CLOSURE

**14.12.1 Time Limit on Claims:** When a contract has been placed in Qualified Reserve status, the Contractor has 820 days from final acceptance date of the job to file claims.

**NOTE:** Due to the filing process of a claim by the Contractor, there could be an additional 120 days. When the DFEE prepares and sends the **Global Memo** to the Comptroller's Office, a copy shall be sent to the District Special Council in the Central Office. The DFEE shall also include a copy of the following letters to the Central Office District Special Council: **Letter to DCE of Notification of Impending Closure, Letter to the Contractor of Notification of Closure** and **Letter of Notice of Impending Contract File Close Out Due to Legal Settlement**. It is suggested to retain all project records for at least the 120 day period.

**14.12.2 Notification of Impending Closure:** At the end of the appropriate waiting period, 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**, send a memo of impending contract close out to the DCE with copies to the RE requesting evidence that litigation or an arbitration claim was filed within the required period ([see Figure No. 14-35](#)).

**14.12.3 Contract Closure:** 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 Disbursement Operations Office, Contract Payment Section, of this action in the **Global Memo** ([see Figure No. 14-27](#)). Send copies of this memo to the Central Office, Chief Civil Litigation Counsel and the DCE. Send a letter to the Contractor advising of the contract close out ([see Figure No. 14-36](#)).

**14.12.4 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, prepare a letter to the Contractor. This letter notifies the Contractor that the contract is being closed out due to a legal settlement ([see Figure No. 14-37](#)). Notify the OOC

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Disbursement Operations Office, Contract Payment Section, of this action in a **Global Memo** ([see Figure No. 14-27](#)). Send copies of this memo to the Central Office Chief Civil Litigation Counsel and the DCE.

**14.12.5 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 a letter to the Contractor requesting that a **Regular Acceptance Letter** be executed. The execution 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 ([see Figure No. 14-38](#)). When this acceptance letter is returned, send a **Global Memo** to the OOC advising that no further monies are due and the contract may be closed ([see Figure No. 14-27](#)).

**14.12.6 Contract Closure:** At the close out of the final estimate the responsible District will send the Final "As-Built" Plans set to Image API located in Tallahassee. This plan set will be scanned and indexed with the proper attribution as outlined in the Construction Documentation Management System (CDMS). A list of exceptions will be provided for those sheets with indexing verification and quality problems. It is the responsibility of the DFEO to clarify the list of exceptions that Image API has provided. Within ten (10) business days the documents should be available electronically.

**14.12.7 Unpaid Bills Notice from Subcontractor:** If there are any unpaid bill notices from Subcontractor after the contract has been closed a notice letter will be sent to the Contractor. ([see Figure 14-42](#)) For further information see [Chapter 6.1 of the CPAM](#).

## 14.13 CONTRACT CLOSURE (STREAMLINE CONTRACTS – LUMP SUM & PLAN QUANTITY)

The intent of streamline contracts is to simplify administration along with reducing many of the final estimates requirements. There is no reduction for the Quality Control process with minimum frequency of sampling and testing of Verification involving the materials requirements in [Specifications 120, 125, 160, 200](#) and [346](#). For these types of contracts the projects must be under \$2,000,000 with less than 2,000 tons of asphalt.

Upon Final Acceptance of the project, the PA will send a **Reminder Notice Letter** ([see Figure No. 14-41](#)) via e-mail to the Contractor. This e-mail/letter will remind the Contractor that the requirements of [Section 9-8 of the Specifications](#) must be provided and approved by the Department prior to processing the final payment. Any outstanding issues need to be resolved between the PA and Contractor prior to submittal of the final Contractor's

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Certified Estimate.

All documents and the final Contractor's Certified Estimate will be sent to the DFEO. Also, to be sent with the **Reminder Notice Letter** is the **Acceptance Letter** ([see Figure No. 14-9d](#)). This letter should be signed by the Contractor and sent back via e-mail to the DFEO meeting the requirements of [Section 9-8](#) of the **Specifications**.

The Review of the Final Estimates package will be done in accordance with the requirements specified in this chapter. Once reviewed and all the requirements of [Section 9-8](#) are met, the contract will be processed for final payment and closure.

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## SAMPLE OF FIGURES FOLLOWING THIS CHAPTER

|                   |   |
|-------------------|---|
| Figure No. 14-1   | Progress Estimates Letter (Single Project)  |
| Figure No. 14-2   | Progress Estimates Letter (Multiple Projects)   |
| Figure No. 14-3   | Offer of Final Payment (Single Project)   |
| Figure No. 14-3a  | Offer of Final Payment(Single Project)<br>(For Design Build-Finance & Build Finance Projects ONLY)    |
| Figure No. 14-4   | Offer of Final Payment (Multiple Projects)  |
| Figure No. 14-4a  | Offer of Final Payment(Multiple Projects)<br>(For Design Build-Finance & Build Finance Projects ONLY) |
| Figure No. 14-5   | Offer of Final Payment Overpayment(Single Project)  |
| Figure No. 14-6   | Offer of Final Payment Overpayment(Multiple Projects)   |
| Figure No. 14-6a  | Financial Payout Schedule<br>for Design Build-Finance & Build Finance Projects (ONLY)                 |
| Figure No. 14-7   | Contractor's Affidavit and Surety Consent Form  |
| Figure No. 14-7a  | Contractor's Affidavit and Surety Consent Form(Con't.)  |
| Figure No. 14-7b  | Contractor's Affidavit and Surety Consent Form Instructions   |
| Figure No. 14-8   | Certification of Materials  |
| Figure No. 14-9   | Letter of Regular/Qualified Acceptance<br>of Offer of Final Payment                                   |
| Figure No. 14-9a  | Letter of Regular/Qualified Acceptance Letter (Con't.)  |
| Figure No. 14-9b  | Letter of Regular/Qualified Acceptance Overpayment  |
| Figure No. 14-9c  | Letter of Regular/Qualified<br>Acceptance Overpayment (Con't)   |
| Figure No. 14-9d  | Acceptance Letter for Streamlined Contracts   |
| Figure No. 14-10  | Memorandum for Locally Funded Agreement   |
| Figure No. 14-11  | 80 Day Courtesy Letter for Intent to Suspend<br>Certification of Qualification                        |
| Figure No. 14-12  | 90 Day Letter of Notice of Intent to Suspend<br>Certificate of Qualification                          |
| Figure No. 14-12a | Notice of Administrative Hearing Rights (10 Days)   |
| Figure No. 14-13  | Notice of Intent to Declare Non Response Letter   |
| Figure No. 13a    | Notice of Administrative Hearing Rights (21 Days)   |
| Figure No. 14-14  | Letter of Notice of Intent to Suspend Qualification<br>to Issue Bonds                                 |
| Figure No. 14-14a | Notice of Administrative Hearing Rights (21 Days)   |
| Figure No. 14-15  | Notification Of Findings Letter of Notice of Intent<br>to Declare Non-Responsible                     |
| Figure No. 14-15a | Notice of Administrative Hearing Rights (10 Days)   |
| Figure No. 14-16  | Letter of Disqualification to Issue Bonds   |
| Figure No. 14-17  | Letter Rescinding Suspension of Qualification to Issue Bonds  |



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|                   |  |
|-------------------|--|
| Figure No. 14-18  | Letter to Contractor's Surety Company<br>for Overpayment Check                                   |
| Figure No. 14-19  | DFEM Memorandum to DCE Overpayment Reduction<br>(Recovery of Overpayment)                        |
| Figure No. 14-20  | DFEM Memorandum to Chief Civil Litigation Counsel for<br>Recovery of Overpayment                 |
| Figure No. 14-21  | Receipt's Log  |
| Figure No. 14-22  | Contractor's Check of Overpayment  |
| Figure No. 14-23  | Financial Sheet of Final Payment (Overpayment)   |
| Figure No. 14-24  | Receipt of Cash/Check from Comptroller's Office  |
| Figure No. 14-25  | DFEM Letter to Contractor of Notice of<br>Impending Forfeiture                                   |
| Figure No. 14-26  | DFEM Letter to FHWA of Notice of<br>Impending Forfeiture   |
| Figure No. 14-27  | Memorandum to Comptroller's Office of Contract<br>Estimate Transmittal (Global Memo)             |
| Figure No. 14-28  | Form 21-A (Modified) Surety Takeover Form  |
| Figure No. 14-28a | Form 21-A (Modified) Surety Takeover Form (Con't.)   |
| Figure No. 14-28b | Form 21-A (Modified) Surety Takeover (Instructions)  |
| Figure No. 14-29  | Worksheet for Submit Date & Payoff Date  |
| Figure No. 14-30  | Memorandum to Federal-Aid Programs Manager<br>Package Checklist                                  |
| Figure No. 14-30a | Final Inspection and Acceptance of Federal-Aid Project   |
| Figure No. 14-30b | Construction Inspection Report   |
| Figure No. 14-30c | Final Acceptance Report  |
| Figure No. 14-31  | Central Files Checklist  |
| Figure No. 14-32  | Checklist for Estimate Job File  |
| Figure No. 14-33  | Reply to Contractor of Receipt of Qualified Acceptance<br>of the Original Offer of Final Payment |
| Figure No. 14-34  | Letter to the Contractor for Partial<br>or Full Settlement of Qualified Acceptance Issues        |
| Figure No. 14-34a | Letter to the Contractor for<br>Complete Settlement  |
| Figure No. 14-34b | Letter to the Contractor for Notification<br>of Findings Due to Additional Review                |
| Figure No. 14-35  | Memorandum to DCE of Notice of Impending Closure   |
| Figure No. 14-36  | Letter to Contractor of Notification of Closure  |
| Figure No. 14-37  | Notice of Impending Contract File Close out<br>Due to Legal Settlement                           |
| Figure No. 14-38  | Letter of Contract Closure Due to<br>Contractor Acceptance                                       |
| Figure No. 14-39  | Construction Compliance with Specifications<br>and Plans Form                                    |

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|                         |  |
|-------------------------|--|
| Figure No. 14-39a ..... | Construction Compliance with Specifications<br>..... and Plans Form (Con't)  |
| Figure No. 14-39b ..... | Construction Compliance with Specifications<br>.....and Plans (Instructions) |
| Figure No. 14-40 .....  | Memorandum of Overpayment, Form # 700-010-31                                 |
| Figure No. 14-41 .....  | Reminder Notice Letter to the Contractor                                     |
| Figure No. 14-42 .....  | Unpaid Bills Notice From Subcontractor                                       |



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Figure 14-1

**PROGRESS ESTIMATES LETTER (Single Project)**

**THIS LETTER NEEDS TO BE SCANNED AND SENT ELECTRONICALLY**

Contractor's Name  
Contractor's Address  
City, State, Zip

Date

Gentlemen:

Financial Project ID: \_\_\_\_\_

Federal Aid Project Number: \_\_\_\_\_

Contract Number: \_\_\_\_\_; County \_\_\_\_\_

Enclosed for your information is a copy of Progress Estimate Number \_\_\_\_\_ indicating \$ \_\_\_\_\_ due with a retainage of \$ \_\_\_\_\_.

The amount payable may be affected by previous payments of retainage against security deposits. This estimate may entail security releases only.

This estimate will be forwarded for payment this date.

This estimate will not be forwarded for payment until all Contract Documents have been received and approved by the Department of Transportation as per Specification 9-8.

Sincerely,

District Final Estimates Manager  
(area code) Phone Number  
(E-mail Address)

Enclosures:  
xc:

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Figure 14-2

**PROGRESS ESTIMATES LETTER (Multiple Projects)**

**THIS LETTER NEEDS TO BE SCANNED AND SENT ELECTRONICALLY**

Contractor's Name  
Contractor's Address  
City, State, Zip

Date

Gentlemen:

Financial Project ID: \_\_\_\_\_

Federal Aid Project Number: \_\_\_\_\_

Contract Number: \_\_\_\_\_ ; County \_\_\_\_\_

Enclosed for your information are copies of the Progress Estimates for the above referenced jobs.

Progress Estimate Number \_\_\_ on Financial Project ID \_\_\_\_\_  
indicates \$ \_\_\_\_\_ as the amount due with a retainage of  
\$ \_\_\_\_\_ .

Progress Estimate Number \_\_\_ on Financial Project ID \_\_\_\_\_  
indicates \$ \_\_\_\_\_ as the amount due with a retainage of  
\$ \_\_\_\_\_ .

Progress Estimate Number \_\_\_ on Financial Project ID \_\_\_\_\_  
indicates \$ \_\_\_\_\_ as the amount due with a retainage of  
\$ \_\_\_\_\_ .

The amount payable may be affected by previous payments of retainage against security deposits. This estimate may entail security releases only.

This estimate will be forwarded for payment this date.

This estimate will not be forwarded for payment until all Contract Documents have been received and approved by the Department of Transportation as per Specifications 9-8.

Sincerely,

District Final Estimates Manager  
(area code) Phone Number  
(E-mail Address)

Enclosures:  
xc:

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Figure 14-3

**OFFER OF FINAL PAYMENT (Single Project)**

**THIS LETTER NEEDS TO BE SCANNED AND SENT ELECTRONICALLY**

Contractor's Name  
Contractor's Address  
City, State, Zip

Date

Gentlemen:

**OFFER OF FINAL PAYMENT**

Financial Project ID:

Federal Aid Project Number:

Contract Number: \_\_\_\_\_; County \_\_\_\_\_

Enclosed for your information is a copy of ESTIMATE NUMBER \_\_\_\_\_ AND FINAL showing \$ \_\_\_\_\_ as the BALANCE DUE on the above referenced job.

Our records indicate the date of Final Acceptance was \_\_\_\_\_.

**ADDITIONAL INFORMATION IF REQUIRED.**

**Please sign and return the enclosed Letters of Acceptance to the District Final Estimates Office.** The Qualified Letter of Acceptance allows early release of the amount due in case of a pending claim; however, all stipulations contained therein must be met before such payment may be allowed.

The Contractor's Affidavit and Surety Release (Form 21-A) (Form # 700-050-21) is also enclosed for execution by you and your surety company.

The materials incorporated in the project(s) constructed under this contract have not been certified by the Florida Department of Transportation's (FDOT's) State Materials Engineer as meeting the FDOT's specifications. This contract will not be forwarded for payment until this certification has been made and submitted to the District Final Estimates Office by the State Materials Engineer.

This contract will not be forwarded for final payment until you have complied with and settled all requirements pertaining to DBE, EEO, OJT and wage rate provisions of your contract documents as applicable.. **Please contact the District Contract Compliance Office to determine what additional information may be needed from your firm to allow the completion of this review.**

Complete the final Construction Compliance with Specifications and Plans form.

Please be reminded that **Section 9-8 of the Standard Specifications** state in part "If the Contractor fails to furnish all required Contract Documents within 90 days of the Department's offer of final payment or request for refund of overpayment, the Department may suspend the Contractor's Certificate of Qualification under the provisions of **Florida Administrative Code 14-22.**" This letter constitutes an offer of final payment.

**...(List other pending items in this letter to the Contractor)...**

Sincerely,

District Final Estimates Manager/Resident  
(area code) Phone Number

Enclosures

xc: District Construction Engineer  
State Materials Office - **(Full Federal-Aid Oversight Projects ONLY)**  
District Materials and Research Engineer  
District Compliance Office  
District Final Estimates Manager  
Resident Engineer  
Surety Company

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**Figure 14-3a (DBF-BF Only)**

**(For Design Build-Finance & Build Finance Projects)**

**OFFER OF FINAL PAYMENT PER ATTACHED PAYMENT  
SCHEDULE (Single Project)**

**THIS LETTER NEEDS TO BE SCANNED AND SENT ELECTRONICALLY**

Contractor's Name  
Contractor's Address  
City, State, Zip

Date

Gentlemen:

**OFFER OF FINAL PAYMENT**

(Such monies to be paid upon proper invoices in accordance with the attached payment schedule.)

Financial Project ID:

Federal Aid Project Number:

Contract Number: \_\_\_\_\_; County \_\_\_\_\_

Enclosed for your information is a copy of ESTIMATE NUMBER \_\_\_\_\_ AND FINAL showing  
\$ \_\_\_\_\_ as the AMOUNT EARNED on the above referenced job.

The total contract amount earned is \$ \_\_\_\_\_.

The total contract amount paid to date is \$ \_\_\_\_\_.

The net amount due on this contract is \$ \_\_\_\_\_.

The Design-Build Firm may invoice the Department on a *(Monthly/Quarterly)* basis (at the beginning of the *(Month/Quarter)*) an amount equal to the cash available, as outlined in the attached schedule. Invoices are to be submitted to the **District Final Estimates Office, Attention: (DFEM)**.

**ADDITIONAL INFORMATION IF REQUIRED.**

Please sign and return the enclosed Letters of Acceptance as well as all executed documents/invoices to the **District Final Estimates Office**. The Qualified Letter of Acceptance allows early release of the amount earned, as otherwise payable, in case of a pending claim; however, all stipulations contained therein must be met before such payment, as otherwise due, may be allowed.

The Contractor's Affidavit and Surety Release (Form 21-A) (Form # 700-050-21) is also enclosed for execution by you and your surety company.

The materials incorporated in the project(s) constructed under this contract have not been certified by the Florida Department of Transportation's (FDOT's) State Materials Engineer as meeting the FDOT's specifications. This contract will not be forwarded for payment, as otherwise due, until this certification has been made and submitted to the District Final Estimates Office by the State Materials Engineer.

This contract will not be forwarded for final payment until you have complied with and settled all requirements pertaining to DBE, EEO, OJT and wage rate provisions of your contract documents as applicable. **Please contact the District Contract Compliance Office to determine what additional information may be needed from your firm to allow the completion of this review.**

Complete the final Construction Compliance with Specifications and Plans form.

Please be reminded that **Section 9-8 of the Special Provisions** state in part "If the Contractor fails to furnish all required Contract Documents within 90 days of the Department's offer of final payment or request for refund of overpayment, the Department may suspend the Contractor's Certificate of Qualification under the provisions of **Florida Administrative Code 14-22.**" This letter constitutes an offer of final payment.

\*\*\***(List other pending items in this letter to the Contractor)**\*\*\*

Sincerely,

District Final Estimates Manager/Resident  
(area code) Phone Number  
(E-Mail Address)

**Enclosures**

xc: District Construction Engineer  
State Materials Office- **(Full Federal-Aid Oversight Projects ONLY)**  
District Materials and Research Engineer  
District Compliance Office  
District Final Estimates Manager  
Resident Engineer  
Surety Company

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Figure 14-4

**OFFER OF FINAL PAYMENT (Multiple Projects)**

**THIS LETTER NEEDS TO BE SCANNED AND SENT ELECTRONICALLY**

Contractor's Name  
Contractor's Address  
City, State, Zip

Date

Gentlemen:

**OFFER OF FINAL PAYMENT**

Financial Project ID: \_\_\_\_\_

Federal Aid Project Number: \_\_\_\_\_

Contract Number: \_\_\_\_\_ ; County : \_\_\_\_\_

Enclosed for your information are copies of the Final Estimates on the above Jobs.

Our records indicate the date of Final Acceptance was \_\_\_\_\_ .

ESTIMATE NUMBER \_\_\_\_\_ AND FINAL on Financial Project ID \_\_\_\_\_ shows a balance due of \$ \_\_\_\_\_ .

ESTIMATE NUMBER \_\_\_\_\_ AND FINAL on Financial Project ID \_\_\_\_\_ shows a balance due of \$ \_\_\_\_\_ .

ESTIMATE NUMBER \_\_\_\_\_ AND FINAL on Financial Project ID \_\_\_\_\_ shows a balance due of \$ \_\_\_\_\_ .

The net amount due you on this contract is \$ \_\_\_\_\_ .

**ADDITIONAL INFORMATION IF REQUIRED.**

Please sign and return the enclosed Letters of Acceptance for each Job to the District Final Estimates Office. The Qualified Letter of Acceptance allows early release of the amount due in case of a pending claim; however, all stipulations contained therein must be met before such payment may be allowed.

The Contractor's Affidavit and Surety Release (Form 21-A) (Form # 700-050-21) is also enclosed for execution by you and your surety company.

The materials incorporated in the project(s) constructed under this contract have not been certified by the Florida Department of Transportation's (FDOT's) State Materials Engineer as meeting the FDOT's specifications. This contract will not be forwarded for payment until this certification has been made and submitted to the District Final Estimates Office by the State Materials Engineer.

This contract will not be forwarded for final payment until you have complied with and settled all requirements pertaining to DBE, EEO, OJT and wage rate provisions of your contract documents as applicable. **Please contact the District Contract Compliance Office to determine what additional information may be needed from your firm to allow the completion of this review.**

Complete the final Construction Compliance with Specifications and Plans form.

Please be reminded that **Section 9-8 of the Standard Specifications** state in part "If the Contractor fails to furnish all required Contract Documents within 90 days of the Department's offer of final payment or request for refund of overpayment, the Department may suspend the Contractor's Certificate of Qualification under the provisions of **Florida Administrative Code 14-22.**" This letter constitutes an offer of final payment.

---(List all pending items in this letter to the Contractor)---

Sincerely,

District Final Estimates Manager/Resident  
(area code) Phone Number

Enclosures

xc : District Construction Engineer  
State Materials Office - (Full Federal-Aid Oversight Projects ONLY)  
District Materials and Research Engineer  
District Compliance Officer  
District Final Estimates Manager  
Resident Engineer  
Surety Company



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**Figure 14-4a (DBF-BF)**

**(For Design Build-Finance & Build-Finance Projects)**  
**OFFER OF FINAL PAYMENT PER ATTACHED PAYMENT SCHEDULE (Multiple Projects)**

**THIS LETTER NEEDS TO BE SCANNED AND SENT ELECTRONICALLY**

Contractor's Name  
Contractor's Address  
City, State, Zip

Date

Gentlemen:

**OFFER OF FINAL PAYMENT**

**(Such monies to be paid upon proper invoices in accordance with the attached payment schedule.)**

Financial Project ID: \_\_\_\_\_

Federal Aid Project Number: \_\_\_\_\_

Contract Number: \_\_\_\_\_ ; County: \_\_\_\_\_

Enclosed for your information are copies of the Final Estimates on the above Jobs.

ESTIMATE NUMBER \_\_\_\_\_ AND FINAL on Financial Project ID \_\_\_\_\_ shows an amount earned of \$ \_\_\_\_\_.

ESTIMATE NUMBER \_\_\_\_\_ AND FINAL on Financial Project ID \_\_\_\_\_ shows an amount earned of \$ \_\_\_\_\_.

ESTIMATE NUMBER \_\_\_\_\_ AND FINAL on Financial Project ID \_\_\_\_\_ shows an amount earned of \$ \_\_\_\_\_.

The total contract amount earned is \$ \_\_\_\_\_.

The total contract amount paid to date is \$ \_\_\_\_\_.

The net amount due on this contract is \$ \_\_\_\_\_.

The Design-Build Firm may invoice the Department on a *(Monthly/Quarterly)* basis (at the beginning of the *(Month/Quarter)* an amount equal to the cash available, as outlined in the attached schedule. Invoices are to be submitted to the **District Final Estimates Office, Attention: (DFEM)**.

**ADDITIONAL INFORMATION IF REQUIRED.**

**Please sign and return the enclosed Letters of Acceptance as well as all executed documents/invoices to the District Final Estimates Office.** The Qualified Letter of Acceptance allows early release of the amount earned, as otherwise payable, in case of a pending claim; however, all stipulations contained therein must be met before such payment, as otherwise, may be allowed.

The Contractor's Affidavit and Surety Release (Form 21-A) (Form # 700-050-21) is also enclosed for execution by you and your surety company.

The materials incorporated in the project(s) constructed under this contract have not been certified by the Florida Department of Transportation's (FDOT's) State Materials Engineer as meeting the FDOT's specifications. This contract will not be forwarded for payment, as otherwise due, until this certification has been made and submitted to the District Final Estimates Office by the State Materials Engineer.

This contract will not be forwarded for final payment until you have complied with and settled all requirements pertaining to DBE, EEO, OJT and wage rate provisions of your contract documents as applicable. **Please contact the District Contract Compliance Office to determine what additional information may be needed from your firm to allow the completion of this review.**

Complete the final Construction Compliance with Specifications and Plans form.

Please be reminded that **Section 9-8 of the Special Provisions** state in part "If the Contractor fails to furnish all required Contract Documents within 90 days of the Department's offer of final payment or request for refund of overpayment, the Department may suspend the Contractor's Certificate of Qualification under the provisions of **Florida Administrative Code 14-22.**" This letter constitutes an offer of final payment.

**\*\*\* (List other pending items in this letter to the Contractor) \*\*\***

Sincerely,

District Final Estimates Manager/Resident  
(area code) Phone Number  
(E-mail Address)

Enclosures

xc: District Construction Engineer  
State Materials Office- **(Full Federal-Aid Oversight Projects ONLY)**  
District Materials and Research Engineer  
District Compliance Officer  
District Final Estimates Manager  
Resident Engineer  
Surety Company

**OBSOLETE AS OF 1/31/2018**  
(Entire Manual was reorganized and renumbered)

Figure 14-5

**OFFER OF FINAL PAYMENT  
OVERPAYMENT (Single Project)**

**THIS LETTER NEEDS TO BE SCANNED AND SENT ELECTRONICALLY**

Contractor's Name  
Contractor's Address  
City, State, Zip

Date

Gentlemen:

**REQUEST FOR REFUND**

Financial Project ID: \_\_\_\_\_

Federal Aid Project Number: \_\_\_\_\_

Contract Number: \_\_\_\_\_; County \_\_\_\_\_

Enclosed for your information is a copy of ESTIMATE NUMBER \_\_\_\_\_ AND FINAL showing \$ \_\_\_\_\_ as an OVERPAYMENT on the above referenced job.

Our records indicate the date of Final Acceptance was \_\_\_\_\_.

**ADDITIONAL INFORMATION IF REQUIRED.**

Your check in the amount of this overpayment, made out to the State of Florida Department of Transportation, is due upon receipt of this letter. If the Department has not been reimbursed within sixty days from receipt of this request, your surety company will be contacted for satisfaction of the above stated amount.

**Please sign and return the enclosed Letters of Acceptance to the District Final Estimates Office.** The Qualified Letter of Acceptance allows us to place the job in Reserve Status and suspend any action toward possible disqualification in case of a pending claim; however, all stipulations contained therein must be met before payment can be credited and securities released, if applicable.

The Contractor's Affidavit and Surety Release (Form 21-A) (Form # 700-050-21) is also enclosed for execution by you and your surety company.

The materials incorporated in the project(s) constructed under this contract have not been certified by the Florida Department of Transportation's (FDOT's) State Materials Engineer as meeting the FDOT's specifications. This contract will not be forwarded for payment until this certification has been made and submitted to the District Final Estimates Office by the State Materials Engineer.

This contract will not be forwarded for final payment until you have complied with and settled all requirements pertaining to DBE, EEO, OJT and wage rate provisions of your contract documents as applicable.. **Please contact the District Contract Compliance Office to determine what additional information may be needed from your firm to allow the completion of this review.**

Complete the final Construction Compliance with Specifications and Plans form.

Please be reminded that **Section 9-8 of the Standard Specifications** state in part "If the Contractor fails to furnish all required Contract Documents within 90 days of the Department's offer of final payment or request for refund of overpayment, the Department may suspend the Contractor's Certificate of Qualification under the provisions of **Florida Administrative Code 14-22.**" This letter constitutes an offer of final payment.

--(List other pending items in this letter to the Contractor)--

Sincerely,

District Final Estimates Manager/Resident  
(area code) Phone Number

Enclosures

xc: District Construction Engineer  
State Materials Office - (Full Federal-Aid Oversight Projects ONLY)  
District Materials and Research Engineer  
District Final Estimates Manager  
District Compliance Office  
Surety Company  
OOC-GAO, Accounts Receivable Administrator

**OBSOLETE AS OF 1/31/2018**  
**(Entire Manual was reorganized and renumbered)**

Figure 14-6

**OFFER OF FINAL PAYMENT  
OVERPAYMENT (Multiple Projects)**

**THIS LETTER NEEDS TO BE SCANNED AND SENT ELECTRONICALLY**

Contractor's Name  
Contractor's Address  
City, State, Zip

Date

Gentlemen:

**REQUEST FOR REFUND**

Federal Aid Project Number: \_\_\_\_\_  
Contract Number: \_\_\_\_\_ County \_\_\_\_\_

Enclosed for your information are copies of the Final Estimates on the above Jobs.

ESTIMATE NUMBER \_ AND FINAL on Financial Project ID \_\_\_\_\_ shows an overpayment of \$ \_\_\_\_\_  
ESTIMATE NUMBER \_ AND FINAL on Financial Project ID \_\_\_\_\_ shows an overpayment of \$ \_\_\_\_\_  
ESTIMATE NUMBER \_ AND FINAL on Financial Project ID \_\_\_\_\_ shows an overpayment of \$ \_\_\_\_\_

**ADDITIONAL INFORMATION IF REQUIRED.**

The net OVERPAYMENT on this contract is \$ \_\_\_\_\_.

Our records indicate the date of Final Acceptance was \_\_\_\_\_.

Your check in the amount of this OVERPAYMENT, made out to the State of Florida Department of Transportation, is due upon receipt of this letter. If the Department has not been reimbursed within sixty days from receipt of this request, your surety company will be contacted for satisfaction of the above stated amount.

**Please sign and return the enclosed Letters of Acceptance to the District Final Estimates Office.** The Qualified Letter of Acceptance allows us to place the job in Reserve Status and suspend any action toward possible disqualification in case of a pending claim; however, all stipulations contained therein must be met before payment can be credited and securities released, if applicable.

The Contractor's Affidavit and Surety Release (Form 21-A) (Form # 700-050-21) is also enclosed for execution by you and your surety company.

The materials incorporated in the project(s) constructed under this contract have not been certified by the Florida Department of Transportation's (FDOT's) State Materials Engineer as meeting the FDOT's specifications. This contract will not be forwarded for payment until this certification has been made and submitted to the District Final Estimates Office by the State Materials Engineer.

This contract will not be forwarded for final payment until you have complied with and settled all requirements pertaining to DBE, EEO, OJT and wage rate provisions of your contract documents as applicable. **Please contact the District Contract Compliance Office to determine what additional information may be needed from your firm to allow the completion of this review.**

Complete the final Construction Compliance with Specifications and Plans form.

Please be reminded that **Section 9-8 of the Standard Specifications** state in part "If the Contractor fails to furnish all required Contract Documents within 90 days of the Department's offer of final payment or request for refund of overpayment, the Department may suspend the Contractor's Certificate of Qualification under the provisions of **Florida Administrative Code 14-22.**" This letter constitutes an offer of final payment.

---(List other pending items in this letter to the Contractor)---

Sincerely,

District Final Estimates Manager/Resident  
(Area Code) Phone Number

**Enclosures**

xc: District Construction Engineer  
State Materials Office - (Full Federal-Aid Oversight Projects ONLY)  
District Materials and Research Engineer  
District Final Estimates Manager  
District Compliance Office  
Surety Company  
OOC-GAO, Accounts Receivable Administrator



**OBSOLETE AS OF 1/31/2018**  
 (Entire Manual was reorganized and renumbered)

**Figure 14-6a (DBF-BF)**  
 (For Design Build-Finance & Build-Finance Projects)  
**EXAMPLE OF PAYMENT SCHEDULE**

|                             |                       |                                 |                       |                       |
|-----------------------------|-----------------------|---------------------------------|-----------------------|-----------------------|
|                             | <b>DRAFT</b>          |                                 |                       |                       |
| Contract                    | E6E76                 |                                 |                       |                       |
| Balance due as of           | 6/21/2010             |                                 |                       |                       |
| Last invoice processed      | 29                    |                                 |                       |                       |
| Last Payment Date           | 6/17/2010             |                                 |                       |                       |
|                             |                       | <b>Financial Project Number</b> |                       |                       |
| <b>Payment Availability</b> | <b>415456-1-52-01</b> | <b>415456-1-52-02</b>           | <b>XXXXXX-X-XX-XX</b> | <b>XXXXXX-X-XX-XX</b> |
| Now                         | \$ 196,717            | \$ 32,796                       |                       |                       |
| 7/1/2010                    | \$ 2,500,000          |                                 |                       | \$ 229,513            |
| 10/1/2010                   | \$ 2,500,000          |                                 |                       | \$ 2,500,000          |
| 1/1/2011                    | \$ 2,500,000          |                                 |                       | \$ 2,500,000          |
| 4/1/2011                    | \$ 2,500,000          |                                 |                       | \$ 2,500,000          |
| 7/1/2011                    | \$ 3,750,000          |                                 |                       | \$ 3,750,000          |
| 10/1/2011                   | \$ 3,750,000          |                                 |                       | \$ 3,750,000          |
| 1/1/2012                    | \$ 3,750,000          |                                 |                       | \$ 3,750,000          |
| 4/1/2012                    | \$ 3,750,000          |                                 |                       | \$ 3,750,000          |
| 7/1/2012                    | \$ 9,060,460          |                                 |                       | \$ 9,060,460          |
| 10/1/2012                   | \$ 9,060,460          |                                 |                       | \$ 9,060,460          |
| 1/1/2013                    | \$ 9,060,460          |                                 |                       | \$ 9,060,460          |
| 4/1/2013                    | \$ 9,060,460          |                                 |                       | \$ 9,060,460          |
| <b>Total</b>                | <b>\$ 61,438,557</b>  | <b>\$ 32,796</b>                | <b>\$ -</b>           | <b>\$ 61,471,353</b>  |

# OBSOLETE AS OF 1/31/2018

(Entire Manual was reorganized and renumbered)

Figure 14-7

## CONTRACTOR'S AFFIDAVIT AND SURETY CONSENT FORM

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

**CONTRACTOR'S AFFIDAVIT AND SURETY CONSENT**

**(FORM 21-A)**

700-050-21

CONSTRUCTION

08/04

Page 1 of 3

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

Before me, the undersigned Notary Public, personally appeared \_\_\_\_\_

to me well known or who has produced \_\_\_\_\_ as identification,

(Type of Identification)

who being first duly sworn, deposes and says that he/she is: \_\_\_\_\_

(Title of duly authorized person)

of \_\_\_\_\_ a \_\_\_\_\_,

(Contracting entity) (Type of entity)

the Contractor on Financial Project I.D. \_\_\_\_\_, Road No. \_\_\_\_\_ in

\_\_\_\_\_ County, Florida under Contract No. \_\_\_\_\_

with the State of Florida Department of Transportation dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_;

and that the Affiant based on his/her personal knowledge says that:

1. Said contract has been complied with in every particular by the Contractor and that all parts of the work have been approved by the District Director of Operations of the State of Florida Department of Transportation.
2. The Contractor has not offered or made any gift or gratuity to, or made any financial transaction of any nature with, any employee of the Department in connection with obtaining or performing said contract.
3. All amounts payable for labor, materials, or otherwise, in connection with said contract and work have been paid except for normal sub-contract retainages, which will be satisfied within 30 days after payment and/or release of retainage withheld under said contract.
4. There are no claims or suits pending against said Contractor or anyone in connection with the work done, materials furnished or otherwise, under said contract except as listed below. As to any such exception listed below, the Contractor has stated the name of the entity making the claim, the name of the entity against whom the claim is being made, and demonstrated below good cause as required by Section 337.11(10)(b), Florida Statutes.

| Claiming Entity | Claim Agent | Nature of claim | Good cause explanation |
|-----------------|-------------|-----------------|------------------------|
| _____           | _____       | _____           | _____                  |
| _____           | _____       | _____           | _____                  |
| _____           | _____       | _____           | _____                  |
| _____           | _____       | _____           | _____                  |
| _____           | _____       | _____           | _____                  |

State of Florida

County of \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day

of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_

(Print name of person signing Affidavit)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Commission Expires

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

A false statement or omission made in connection with this affidavit is sufficient cause for suspension, revocation, or denial of qualification to bid, and a determination of non-responsibility, and may subject the person and/or entity making the false statement to any and all civil and criminal penalties available pursuant to applicable Federal and State Law.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

**OBSOLETE AS OF 1/31/2018**  
**(Entire Manual was reorganized and renumbered)**

Figure 14-7a

**CONTRACTOR'S AFFIDAVIT AND SURETY CONESENT FORM**

Rule 14-24.001 F.A.C.  
Rule 14-79.006 F.A.C.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

**CONTRACTOR'S AFFIDAVIT AND SURETY CONESENT  
(FORM 21-A)**

700-050-21  
CONSTRUCTION  
12/09  
Page 2 of 1

We, the \_\_\_\_\_, duly authorized to do business under the laws of Florida, having  
(Type or print name of Surety)  
heretofore executed a performance and payment bond for the Contractor covering the contract described above, hereby  
consent the State of Florida Department of Transportation making full payment of the final estimate, including the retained  
percentage, to the Contractor.  
It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final  
estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its  
bond.

IN WITNESS WHEREOF, the \_\_\_\_\_ has caused this  
(Type or print name of surety)  
instrument to be executed by its President, Chief Executive Officer or duly authorized Attorney-In-Fact and it's corporate  
seal to be hereto affixed, all on this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

\_\_\_\_\_  
SURETY COMPANY

**(AFFIX SEAL)**

BY: \_\_\_\_\_  
 Its President or Chief Executive Officer  
 Its Attorney-In-Fact  
 Florida Licensed Insurance Agent

STATE OF \_\_\_\_\_ **(Attach Power of Attorney)**  
COUNTY OF \_\_\_\_\_

Before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ to me well known or who  
has produced \_\_\_\_\_ as identification as the person described in and who executed the foregoing  
(Type of Identification)  
instrument in the name of \_\_\_\_\_ and \_\_\_\_\_  
acknowledged that he/she executed said instrument in the name of said surety as its \_\_\_\_\_  
for the purposes therein expressed and that he/she has due and legal authority to execute the same on behalf of said  
surety.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
My commission expires \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

# OBSOLETE AS OF 1/31/2018

(Entire Manual was reorganized and renumbered)

Figure 14-7b

## CONTRACTOR'S AFFIDAVIT AND SURETY CONSENT FORM

Rule 14-24.001 F.A.C.  
Rule 14-79.006 F.A.C.

700-050-21  
CONSTRUCTION  
12/09

### INSTRUCTIONS

1. If the Contractor is a corporation, the document must be signed by its President/Vice President or an officer authorized to legally bind the corporation. Please include the corporate title of the Deponent on the line provided. If an individual or officer other than the President or Vice President signs, attach a copy of the authorization.
2. If the Contractor is any other entity, the document must be signed by an officer or director authorized to bind the entity. Please include the title of the Deponent on the line provided.
3. Any claims or pending suits for labor, materials, unpaid bills or liability damages against the Contractor in connection with the contract and work are to be listed in the spaces provided on the form. If space is inadequate, attach additional sheet(s) of paper thereto with initials of Deponent and surety affixed and dated. As to any such claims or suits, state the name of the entity making the claim, the name of the entity against whom the claim is being made, and demonstrate good cause as required by Section 337.11(11), Florida Statutes. The Prime Contractor should list only those claims in dispute with a Sub-Contractor (as defined in Section 9-5.6 of the Specifications). Proof of adequate liability insurance coverage in effect during the life of the contract must be attached when tort liability claims are listed.
4. The execution by the representatives of the entity and the surety must be sworn to before a notary public and the surety seal affixed. If executed by any other officer, please attach a certificate of authority.
5. The document must be executed in the name of the surety company by its President or Chief Executive Officer and the surety seal affixed. If executed by any other officer, please attach a certificate of authority.
6. If the document is executed in the name of the surety company by an attorney-in-fact, a power of attorney with the surety seal, dated the date of execution, must accompany the document and must grant the attorney-in-fact the authority to execute consents for the release of retained percentages and/or final estimates on engineering and construction contracts, or similar authority. The date of execution and the date of notarization on Page 2 and the date of the certificate on the power of attorney must be the same date.

The power of attorney language authorizing execution of consents for the release of retained percentages must be authorized by the surety company. Power of attorney certificates will be rejected where there is no assurance that such language is the surety's original language.

THE USUAL POWER OF ATTORNEY FOR EXECUTION OF BONDS DOES NOT GRANT THE POWER TO EXECUTE THESE CONSENTS.


7. Each power of attorney must be an original copy or be certified to by manual signature unless evidence is furnished that the surety company has authorized the use of facsimile signatures.
8. All appropriate blanks should be filled. No erasures or "white outs" are permitted. Corrections may be made by lining through the incorrect entry, entering the correct information, and having the change initialed by the person executing the form.
9. Failure to comply with the above requirements will result in return of the document and delay in payment of the final estimate.

**OBSOLETE AS OF 1/31/2018**  
(Entire Manual was reorganized and renumbered)

Figure 14-8

**EXAMPLE OF CERTIFICATION OF MATERIALS**

*THIS LETTER NEEDS TO BE SENT ELECTRONICALLY*

  
**Florida Department of Transportation**

District Three Materials Office  
P. O. Box 607  
Chipley, FL 32428-0607  
Phone (850) 638-0250 Fax (850) 638-6146

JEB BUSH  
GOVERNOR

JOSE ABREU  
SECRETARY

March 17, 2005

Mr. J. M. Rodgers  
District Three Director of Operations  
Post Office Box 607  
Chipley, Florida 32428-9990

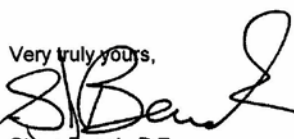
Dear Mr. Rodgers:

Subject: Financial Project ID: 22025625201  
County: Okaloosa  
Contract No: E3C38  
Road No: SR-85

This is to certify that:

The results of the tests on required acceptance samples indicate the materials incorporated in the construction work and operations controlled by sampling and testing were in conformity with the approved plans and specifications.

There are no known exceptions to this certification.

Very truly yours,  
  
Steve Benak, P.E.  
District Materials/Construction Engineer

SB:bc

District 3 Final Estimates Engineer- Jimmy Miller  
Resident Engineer- Stan Swiatek  
Gainesville- Angie DeLorenzo

[www.dot.state.fl.us](http://www.dot.state.fl.us)

**OBSOLETE AS OF 1/31/2018**  
(Entire Manual was reorganized and renumbered)

Figure 14-9

**LETTER OF REGULAR/QUALIFIED ACCEPTANCE  
OF OFFER OF FINAL PAYMENT**

**Acceptance on Offer of  
Final Payment**

PLEASE COMPLETE THIS LETTER WITH ATTACHMENTS, SCAN AND E-MAIL TO:

District Final Estimates Manager

Ref: ACCEPTANCE LETTER  
Financial Project ID(s):  
State Project Number(s):  
Federal Project ID(s):  
County:  
Contract Number:

Dear Sir or Madam:

This will acknowledge receipt of your letter dated \_\_\_\_\_, and copy of  
ESTIMATE NUMBER \_\_\_\_\_.

- 1) We have examined **this/these** Estimate(s) in detail and found **it/them** to be a correct statement of our account.

We hereby agree to accept payment of balance due in the amount of  
\$ \_\_\_\_\_ for full settlement of our account under this  
contract covering construction and of all claims in connection therewith.

-OR-

- 2) We have examined **this/these** estimate(s) in detail and do not agree that the amount is correct. Our position is that the balance due us is \$ \_\_\_\_\_, which includes an additional amount of \$ \_\_\_\_\_. This amount is reflected in the breakdown listed below: (Note: If further space is needed, please attach additional sheets with breakdown and provide a complete explanation.)

| Financial Project ID | Pay Item | \$ Amount |
|----------------------|----------|-----------|
| _____                | _____    | _____     |
| _____                | _____    | _____     |
| _____                | _____    | _____     |
| _____                | _____    | _____     |



**OBSOLETE AS OF 1/31/2018**  
**(Entire Manual was reorganized and renumbered)**

Figure 14-9a

**LETTER OF REGULAR/QUALIFIED ACCEPTANCE  
OF OFFER OF FINAL PAYMENT (Con't.)**

ACCEPTANCE LETTER

Financial Project ID(s)

Contract Number:

Page Two

We agree to accept \$ \_\_\_\_\_ payment\* as the amount due us under said contract with the understanding that acceptance of such payment shall not constitute any bar, estoppel, or have any effect as to those payments in dispute or the subject of a pending claim.

It is understood on our part that any pending Arbitration claim or suit must be commenced within 820 days of the final acceptance of the work.

It is also understood that if we should fail to submit all documents required for final payment within two (2) years after final acceptance of the work or within one (1) year after the offer of final payment by the Department, whichever occurs later, any amount owed as final payment is forfeited to the Department. The forfeiture does not apply to documents that are the subject of existing claims or pending legal proceedings in accordance with Section 337.141(4) and 337.19 of the Florida Statutes.

We recognize that our execution of this letter in no way affects our responsibility to comply with the requirements of Section 9-8 of the Standard Specifications for Road and Bridge Construction or to comply with any other term of the contract.

The date of final acceptance of the work was  (Date)  .

Sincerely,  
Contractor's Name

\_\_\_\_\_  
Signature Title Date

**\*NOTE: FULL PARTICULARS OF THE ABOVE DISPUTE OR PENDING CLAIM MUST BE SUBMITTED WITH THIS ACCEPTANCE LETTER. ANY OUTSTANDING CONTRACT DOCUMENTS, INCLUDING THE 21-A, MUST BE RECEIVED BEFORE THIS PAYMENT CAN BE ALLOWED.**



**OBSOLETE AS OF 1/31/2018**  
(Entire Manual was reorganized and renumbered)

Figure 14-9b

**LETTER OF REGULAR/QUALIFIED ACCEPTANCE  
OF OVERPAYMENT**

**Acceptance on Offer of  
Final Payment (OVERPAYMENT)**

PLEASE COMPLETE THIS LETTER WITH ATTACHMENTS, SCAN AND E-MAIL TO:

District Final Estimates Manager

Ref: ACCEPTANCE LETTER (OVERPAYMENT)  
Financial Project ID(s):  
State Project Number(s):  
Federal Project ID(s):  
County:  
Contract Number:

Dear Sir or Madam:

This will acknowledge receipt of your letter dated \_\_\_\_\_, and copy of FINAL ESTIMATE NUMBER \_\_\_\_\_.

- 1) We have examined **this/these** Estimate(s) in detail and found **it/them** to be a correct statement of our account.
- With this letter we have remitted our check in the amount of \$ \_\_\_\_\_ as a refund of OVERPAYMENT for said contract as full settlement of our account under this contract covering construction and of all claims in connection therewith.

-OR-

- 2) We have examined **this/these** estimate(s) in detail and do not agree that the amount is correct. Our position is that the correct balance is \$ \_\_\_\_\_, which includes an additional amount of \$ \_\_\_\_\_. This amount is reflected in the breakdown on page two: ( Note: If further space is needed, please attach additional sheets with breakdown and provide a complete explanation.)

| Financial Project ID | Pay Item | \$ Amount |
|----------------------|----------|-----------|
| _____                | _____    | _____     |
| _____                | _____    | _____     |
| _____                | _____    | _____     |
| _____                | _____    | _____     |

With this letter we have remitted our check in the amount of \$ \_\_\_\_\_ as a refund of the OVERPAYMENT for said contract with the understanding that such payment shall not constitute any bar, estoppel, or have any effect as to those payments in dispute or the subject of a pending claim.

It is understood on our part that any pending Arbitration claim or suit must be commenced within 820 days of the final acceptance of work.

We recognize that our execution of this letter in no way affects our responsibility to comply with the requirements of Section 9-8 of the Standard Specifications for Road and Bridge Construction or to comply with any other term of the contract.

The date of final acceptance of the work was     (Date)    .

Sincerely,  
Contractor's Name

\_\_\_\_\_  
Signature Title Date

*\*NOTE: FULL PARTICULARS OF THE ABOVE DISPUTE OR PENDING CLAIM MUST BE SUBMITTED WITH THIS ACCEPTANCE LETTER. ANY OUTSTANDING CONTRACT DOCUMENTS, INCLUDING THE 21-A, MUST BE RECEIVED BEFORE THIS PAYMENT CAN BE ALLOWED.*

**OBSOLETE AS OF 1/31/2018**  
(Entire Manual was reorganized and renumbered)

Figure 14-9c

**LETTER OF REGULAR/QUALIFIED ACCEPTANCE  
OF OVERPAYMENT (Con't.)**

ACCEPTANCE LETTER (OVERPAYMENT)  
Page 2

With this letter we have remitted our check in the amount of  
\$ \_\_\_\_\_ as a refund of the OVERPAYMENT for  
said contract with the understanding that such payment shall not constitute any bar,  
estoppels, or have any effect as to those payments in dispute or the subject of a  
pending claim.

It is understood on our part that any pending Arbitration claim or suit must be  
commenced within 820 days of the final acceptance of work.

We recognize that our execution of this letter in no way affects our responsibility to  
comply with the requirements of Section 9-8 of the Standard Specifications for Road  
and Bridge Construction or to comply with any other term of the contract.

The date of final acceptance of the work was (Date) .

Sincerely,

Contractor's Name

\_\_\_\_\_  
Signature Title Date

**\*NOTE: FULL PARTICULARS OF THE ABOVE DISPUTE OR PENDING CLAIM MUST  
BE SUBMITTED WITH THIS ACCEPTANCE LETTER. ANY OUTSTANDING  
CONTRACT DOCUMENTS, INCLUDING THE 21-A, MUST BE RECEIVED BEFORE  
THIS PAYMENT CAN BE ALLOWED.**

# OBSOLETE AS OF 1/31/2018

(Entire Manual was reorganized and renumbered)

Figure 14-9d

## ACCEPTANCE LETTER FOR STREAMLINE CONTRACTS

**Acceptance Letter**  
**(For Streamline Contracts)**  
*(To be sent with Reminder Notice)*

PLEASE COMPLETE THIS LETTER, SCAN AND E-MAIL TO:

District Final Estimates Manager  
Address  
City, State Zip

Ref: ACCEPTANCE LETTER  
Financial Project ID(s):  
State Project Number(s):  
Federal Project ID(s):  
County:  
Contract Number:

Dear Sir or Madam:

We have examined all Progress Estimates in detail and, based on the certified monthly estimates submitted, we hereby confirm our complete acceptance of such certified amounts in full and complete settlement of our account and any remaining rights to payment under this contract, including but not limited to any and all work performed and any and all claims in connection with this contract.

We recognize that the execution of this letter does not relieve our responsibility to comply with the other requirements of Subarticle 9-8.1 of the Special Provisions or to comply with any other term of the contract.

The date of final acceptance of the work was (Date) .

Sincerely,  
Contractor's Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**OBSOLETE AS OF 1/31/2018**  
(Entire Manual was reorganized and renumbered)

Figure 14-10

**MEMORANDUM FOR LOCALLY FUNDED AGREEMENT  
FINAL PAYMENT**

*THIS MEMORANDUM NEEDS TO BE SENT ELECTRONICALLY*

**MEMORANDUM**

DATE:

TO: (Name), Accounts Receivable Administrator

FROM:

SUBJECT: Federal-Aid Project Number:      Financial Project Number:      xxxxxx-x-xx-xx  
Contract Number:

The contract listed above has been finalized and sent to disbursement for final payment on (date).

The final cost for the LFA is \_\_\_\_\_ and is included on financial project number xxxxxx-x-xx-xx.

If applicable, a breakdown for the final cost, a copy of the final estimate, and/or any documentation we have received from the participant concurring with the final cost is attached.

If you have any questions, I can be reached at (phone). The engineer completing the final for payment was (name) and can be reached at (phone).

**OBSOLETE AS OF 1/31/2018**  
**(Entire Manual was reorganized and renumbered)**

Figure 14-11

**80 DAY COURTESY LETTER FOR INTENT TO SUSPEND  
CERTIFICATION OF QUALIFICATION LETTER**

**CERTIFIED MAIL**  
**Return Receipt Requested**

Contractor's Name  
Contractor's Address  
City, State, Zip

Date

Gentlemen:

**FINAL 10 DAY NOTICE OF MISSING/INCOMPLETE CONTRACT DOCUMENTS BEFORE  
ISSUANCE OF 90 DAY SUSPENSION NOTIFICATION**

Financial Project ID:  
Federal Aid Project Number: \_\_\_\_\_  
Contract Number: \_\_\_\_\_ County: \_\_\_\_\_

On (Date), the Department's District Final Estimates Office, for the contract indicated above, submitted to your company an offer of final payment on the contract indicated above including Final Estimate documents with attachments, requesting that your company accept the balance shown through the submittal of a Regular Acceptance Letter, or accepted the balance shown by submitting a Qualified Acceptance Letter and including all information regarding any dispute or pending claim. Qualified Acceptance of the balance shown by the Department shall not bar or have any effect as to those payments in dispute or subject to a pending claim between your company and the Department.

Eighty days have elapsed since the Department's offer of final payment was made to your company on this contract. The required contract document(s) listed below have not yet been furnished to the Department. Your company has the remaining 10 days to provide the Department with the(se) contract document(s) in a satisfactorily completed condition before the 90 day suspension notice is issued. The(se) document(s) must be completed and furnished within the ninety (90) day period required in Section 9-8 of the Florida Standard Specifications for Road and Bridge Construction.

*(DFEM – List only incomplete or missing documents, delete others shown below as required)*

**Acceptance Letter (with Reimbursement of Overpayment\*)**

**Mill Tests and Analysis Report**

**Form 21-A (Bond Release)**

**Construction Compliance with Specifications and Plans Certification**

**\*Use only with contracts let after July 2000. For contracts let before July 2000, use only acceptance letter.**

NOTE: Your failure to submit the document(s) indicated above, as required by Section 9-8 of the Florida Standard Specifications, may result in the suspension of your company's Certificate of Qualification to bid on Department construction contracts or act as material supplier, subcontractor or consultant on any Department contract pursuant to Sections 120.57 and 337.16 of the Florida Statutes and Rule 14-22.012 of the Florida Administrative Code. If you cannot furnish these required contract documents or you have questions on this letter, telephone (DFEM's Name), the Department's District Final Estimates Manager for the contract indicated above at (area code & phone number).

Sincerely,

District Final Estimates Manager

xc: District Construction Engineer

**OBSOLETE AS OF 1/31/2018**  
**(Entire Manual was reorganized and renumbered)**

Figure 14-12

**90 DAY COURTESY LETTER OF NOTICE OF INTENT TO  
SUSPEND CERTIFICATION OF QUALIFICATION**

**Return Receipt Requested**  
**CERTIFIED MAIL NO.**

Date:

Contractor Name  
Contractor Address  
City State Zip

**RE: NOTICE OF INTENT TO SUSPEND CERTIFICATE OF QUALIFICATION AND DECLARE  
NON-RESPONSIBLE**

**Financial Project ID:** \_\_\_\_\_

**F.A.P. Number:** \_\_\_\_\_

**Contract No.:** \_\_\_\_\_ **County:** \_\_\_\_\_

Gentlemen:

On (date), the District (#) Final Estimates Office submitted to (Company name) an offer of final payment, with all Final Estimate forms and attachments, on the above referenced contract. The Department of Transportation (hereinafter Department) requested that your company either accept the balance shown, by submitting a Regular Acceptance letter, or submitting a Qualified Acceptance letter that included all information pertaining to any dispute or pending claim. Qualified acceptance of the balance shown by the Department does not bar or compromise your right to payments which are disputed or subject to a pending claim between your company and the Department.

The required contract document(s) listed below has/have not been furnished within ninety (90) days of the Department's offer of final payment to your firm for the contract referenced above. *(DFEM TO LIST ONLY INCOMPLETE OR MISSING DOCUMENT(S). DELETE OTHERS SHOWN BELOW AS REQUIRED.)*

**Acceptance Letter (with Reimbursement of Overpayment\*)**

**Mill Tests and Analysis Report**

**Form 21-A (Bond Release)**

**Construction Compliance with Specifications and Plans Certification**

Pursuit to Section 337.14 and 337.16, Florida Statutes, Rule 14-22.012 and 14-22.0141, Florida Administrative Code and Section 9-8, Florida Standard Specifications for Road and Bridge Construction, the Department intends to suspend (Company name)'s Certification of Qualification and those of (Company name)'s affiliates.

Therefore (Company name) and affiliates are ineligible to bid on Department contracts for a period of ninety (90) days for failure to timely furnish the required contract documents. The suspension will become conclusive final agency action unless one of the following is done within ten (10) days of receipt of this notice: (1) the required contract documents listed above are provided to the Department's District (#) Final Estimates Manager for this contract; or (2) a request for an administrative hearing is filed with the Department's Clerk of Agency Proceedings pursuant to the attached Notice of Administrative Hearing Rights.

Should you have any questions concerning this matter, please contact *(DFEM's name)* District (#) Final Estimates Manager at *(telephone number)*.

Sincerely,

State Highway Engineer

Attachments

cc: District Construction Engineer  
Surety Company  
Contract Administration Manager  
Prequalification Specialist

**OBSOLETE AS OF 1/31/2018**  
(Entire Manual was reorganized and renumbered)

Figure 14-12a

**NOTICE OF ADMINISTRATIVE HEARING  
(10 DAYS)**

**NOTICE OF ADMINISTRATIVE HEARING RIGHTS**

You may petition for an administrative hearing pursuant to sections 120.569 and 120.57, Florida Statutes. If you disagree with the facts stated in the foregoing Notice of Intended Department Action (hereinafter Notice), you may petition for a **formal** administrative hearing pursuant to section 120.57(1), Florida Statutes. If you agree with the facts stated in the Notice, you may petition for an **informal** administrative hearing pursuant to section 120.57(2), Florida Statutes. You must file the petition with:

Clerk of Agency Proceedings  
Department of Transportation  
Haydon Burns Building  
605 Suwannee Street, MS 58  
Tallahassee, Florida 32399-0458

The petition for an administrative hearing must conform to the requirements of section 120.54(5)(b)4, Florida Statutes, and either Rule 28-106.201(2) or Rule 28-106.301(2), Florida Administrative Code, and must be filed with the Clerk of Agency Proceedings by 5:00 p.m., no later than 10 days after you received the Notice. The petition for an administrative hearing should include a copy of the Notice, and must be legible, on 8½ by 11 inch white paper, and contain:

1. Your name, address, telephone number, any Department of Transportation identifying number on the Notice, if known, the name and identification number of each agency affected, if known, and name, address, and telephone number of your representative, if any; which shall be the address for service purposes during the course of the proceeding;
2. An explanation of how your substantial interests will be affected by the action described in the Notice;
3. A statement of when and how you received the Notice;
4. A statement of all disputed issues of material fact. If there are none, you must so indicate;
5. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action; as well as an explanation of how the alleged facts relate to the specific rules and statutes the petitioner contends require reversal or modification of the agency's proposed action;
6. A statement of the relief sought, stating precisely the desired action the petitioner wishes the agency should take in respect to the agency's proposed action.

If there are disputed issues of material fact a **formal** hearing will be held, where you may present evidence and argument on all issues involved and conduct cross-examination. If there are no disputed issues of material fact an **informal** hearing will be held, where you may present evidence or a written statement for consideration by the Department.

Mediation, pursuant to section 120.573, Florida Statutes, may be available if agreed to by all parties, and on such terms as may be agreed upon by all parties. The right to an administrative hearing is not affected when mediation does not result in a settlement.

A petition for an administrative hearing shall be dismissed, if it is not in substantial compliance with the requirements of either Rule 28-106.201(2) or Rule 28-106.301(2), Florida Administrative Code, or if the petition has not been timely filed. If your petition is dismissed you will have waived your right to have the intended action reviewed pursuant to chapter 120, Florida Statutes, and the action set forth in the Notice shall be conclusive and final.



**OBSOLETE AS OF 1/31/2018**  
(Entire Manual was reorganized and renumbered)

Figure 14-13

**NOTICE OF INTENT TO DECLARE NON-RESPONSIBLE  
LETTER**

|   |      |
|---|------|
|   | DATE |
| <b>CERTIFIED MAIL No.:</b><br><b>Return Receipt Requested</b>   |      |
| Contractor Name<br>Contractor Address<br>City, State Zip Code   |      |
| <b>RE: <u>NOTICE OF INTENT TO DECLARE NON-RESPONSIBLE</u></b><br><b>Financial Project No.:</b><br><b>Contract No.:</b><br><b>County:</b>  |      |
| Gentlemen:  |      |
| <p>On <u>(date)</u>, the District <u>(#)</u> Final Estimates Office submitted to <u>(Company name)</u> an offer of final payment, with all Final Estimate forms and attachments, on the above referenced contract. The Department of Transportation (hereinafter Department) requested that your company either accept balance shown, by submitting a Regular Acceptance letter, or submit a Qualified Acceptance letter that included all information pertaining to any dispute or pending claim. Qualified acceptance of the balance shown by the Department does not bar or compromise your right to payments which are disputed or subject to a pending claim between your company and the Department.</p> <p><u>(Company Name)</u> has not furnished the Department the completed contract document listed below within ninety (90) days of the Department's offer of final payment to your firm for the contract referenced above.</p> <p><b>Acceptance Letter</b> (with Reimbursement of Overpayment)<br/><b>Mill Tests and Analysis Report</b> <span style="float: right;"><b>Form 21-A (Bond Release)</b></span><br/><b>Construction Compliance with Specifications and Plans Certification</b></p> <p>Pursuant to Section 337.16, Florida Statutes, and Rule 14-22.0141, Florida Administrative Code, the Department intends to determine that <u>(Company name)</u> is non-responsible and ineligible to bid on Department contracts for a period of ninety (90) days for failure to timely furnish the required contract documents. The determination of non-responsibility will become conclusive final agency action unless one of the following is done within twenty-one (21) days of receipt of this notice: (1) the required contract documents listed above are provided to the Department's District <u>(#)</u> Final Estimates Manager for this contract; or (2) a request for an administrative hearing is filed with the Department's Clerk of Agency Proceedings pursuant to the attached Notice of Administrative Hearing Rights.</p> <p><u>Company Name</u><br/><u>Date</u><br/>Page 2</p> <p>Should you have any questions concerning this matter, please contact <u>(DFEM's name)</u>, District <u>(#)</u> Final Estimates Manager at <u>(telephone number)</u>.</p> <p style="text-align: right;">Sincerely,</p> <p style="text-align: right;">State Highway Engineer</p> <p>Attachments Notice</p> <p>cc: District Construction Engineer<br/>District Operations Engineer<br/>Surety Company<br/>Contracts Administration Manager<br/>Prequalification Specialist</p> |      |

**OBSOLETE AS OF 1/31/2018**  
(Entire Manual was reorganized and renumbered)

Figure 14-13a

**NOTICE OF ADMINISTRATIVE HEARING RIGHTS  
(21 DAYS)**

**NOTICE OF ADMINISTRATIVE HEARING RIGHTS**

You may petition for an administrative hearing pursuant to sections 120.569 and 120.57, Florida Statutes. If you disagree with the facts stated in the foregoing Notice of Intended Department Action (hereinafter Notice), you may petition for a **formal** administrative hearing pursuant to section 120.57(1), Florida Statutes. If you agree with the facts stated in the Notice, you may petition for an **informal** administrative hearing pursuant to section 120.57(2), Florida Statutes. You must file the petition with:

Clerk of Agency Proceedings  
Department of Transportation  
Haydon Burns Building  
605 Suwannee Street, MS 58  
Tallahassee, Florida 32399-0458

The petition for an administrative hearing must conform to the requirements of section 120.54(5)(b)4, Florida Statutes, and either Rule 28-106.201(2) or Rule 28-106.301(2), Florida Administrative Code, and must be filed with the Clerk of Agency Proceedings by 5:00 p.m., **no later than 21 days after you received the Notice**. The petition for an administrative hearing should include a copy of the Notice, and must be legible, on 8½ by 11 inch white paper, and contain:

1. Your name, address, telephone number, any Department of Transportation identifying number on the Notice, if known, the name and identification number of each agency affected, if known, and name, address, and telephone number of your representative, if any; which shall be the address for service purposes during the course of the proceeding;
2. An explanation of how your substantial interests will be affected by the action described in the Notice;
3. A statement of when and how you received the Notice;
4. A statement of all disputed issues of material fact. If there are none, you must so indicate;
5. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action; as well as an explanation of how the alleged facts relate to the specific rules and statutes the petitioner contends require reversal or modification of the agency's proposed action;
6. A statement of the relief sought, stating precisely the desired action the petitioner wishes the agency should take in respect to the agency's proposed action.

If there are disputed issues of material fact a **formal** hearing will be held, where you may present evidence and argument on all issues involved and conduct cross-examination. If there are no disputed issues of material fact an **informal** hearing will be held, where you may present evidence or a written statement for consideration by the Department.

Mediation, pursuant to section 120.573, Florida Statutes, may be available if agreed to by all parties, and on such terms as may be agreed upon by all parties. The right to an administrative hearing is not affected when mediation does not result in a settlement.

A petition for an administrative hearing shall be dismissed, if it is not in substantial compliance with the requirements of either Rule 28-106.201(2) or Rule 28-106.301(2), Florida Administrative Code, or if the petition has not been timely filed. If your petition is dismissed you will have waived your right to have the intended action reviewed pursuant to chapter 120, Florida Statutes, and the action set forth in the Notice shall be conclusive and final.

**OBSOLETE AS OF 1/31/2018**  
**(Entire Manual was reorganized and renumbered)**

Figure 14-14

**LETTER OF NOTICE OF INTENT TO SUSPEND  
QUALIFICATIONS TO ISSUE BONDS**

DATE

**Return Receipt Requested**  
**CERTIFIED MAIL No.:**

Surety Name  
Surety Address  
City, State Zip Code

**RE: LETTER OF NOTICE OF INTENT TO SUSPEND QUALIFICATION TO ISSUE BONDS**

**Financial Project No.:**  
**Contract No.:**  
**County:**

Gentlemen:

On *(date)*, the District *(#)* Final Estimates Office submitted to *(Company name)* an offer of final payment, with all Final Estimate forms and attachments, on the above referenced contract. The Department of Transportation (hereinafter Department) requested that your company either accept balance shown, by submitting a Regular Acceptance letter, or submit a Qualified Acceptance letter that included all information pertaining to any dispute or pending claim. Qualified acceptance of the balance shown by the Department does not bar or compromise your right to payments which are disputed or subject to a pending claim between your company and the Department.

*(Company Name)* has not furnished the Department the completed contract document listed below within ninety (90) days of the Department's offer of final payment to your firm for the contract referenced above.

**Acceptance Letter (with Reimbursement of Overpayment)**  
**Mill Tests and Analysis Report** **Form 21-A (Bond Release)**  
**Construction Compliance with Specifications and Plans Certification**

Pursuant to Section 337.16, Florida Statutes, and Section 3-5, Standard Specifications for Road and Bridge Construction, the Department intends to determine that *(Company name)* is non-compliant. The determination of non-compliant will become conclusive final agency action unless one of the following is done within twenty-one (21) days of receipt of this notice: (1) the required contract documents listed above are provided to the Department's District *(#)* Final Estimates Manager for this contract; or (2) a request for an administrative hearing is filed with the Department's Clerk of Agency Proceedings pursuant to the attached Notice of Administrative Hearing Rights.

*Company Name*  
*Date*  
Page 2

Should you have any questions concerning this matter, please contact *(DFEM's name)*, District *(#)* Final Estimates Manager at *(telephone number)*.

Sincerely,

State Highway Engineer

**Attachments Notice**

cc: District Construction Engineer  
District Operations Engineer  
Contracts Administration Manager  
Prequalification Specialist

**OBSOLETE AS OF 1/31/2018**  
(Entire Manual was reorganized and renumbered)

Figure 14-14a

**LETTER OF NOTICE OF INTENT TO SUSPEND  
QUALIFICATIONS TO ISSUE BONDS (Con't)**

**NOTICE OF ADMINISTRATIVE HEARING RIGHTS**

You may petition for an administrative hearing pursuant to sections 120.569 and 120.57, Florida Statutes. If you disagree with the facts stated in the foregoing Notice of Intended Department Action (hereinafter Notice), you may petition for a **formal** administrative hearing pursuant to section 120.57(1), Florida Statutes. If you agree with the facts stated in the Notice, you may petition for an **informal** administrative hearing pursuant to section 120.57(2), Florida Statutes. You must file the petition with:

Clerk of Agency Proceedings  
Department of Transportation  
Haydon Burns Building  
605 Suwannee Street, MS 58  
Tallahassee, Florida 32399-0458

The petition for an administrative hearing must conform to the requirements of section 120.54(5)(b)4, Florida Statutes, and either Rule 28-106.201(2) or Rule 28-106.301(2), Florida Administrative Code, and must be filed with the Clerk of Agency Proceedings by 5:00 p.m., **no later than 21 days after you received the Notice**. The petition for an administrative hearing should include a copy of the Notice, and must be legible, on 8½ by 11 inch white paper, and contain:

1. Your name, address, telephone number, any Department of Transportation identifying number on the Notice, if known, the name and identification number of each agency affected, if known, and name, address, and telephone number of your representative, if any; which shall be the address for service purposes during the course of the proceeding;
2. An explanation of how your substantial interests will be affected by the action described in the Notice;
3. A statement of when and how you received the Notice;
4. A statement of all disputed issues of material fact. If there are none, you must so indicate;
5. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action; as well as an explanation of how the alleged facts relate to the specific rules and statutes the petitioner contends require reversal or modification of the agency's proposed action;
6. A statement of the relief sought, stating precisely the desired action the petitioner wishes the agency should take in respect to the agency's proposed action.

If there are disputed issues of material fact a **formal** hearing will be held, where you may present evidence and argument on all issues involved and conduct cross-examination. If there are no disputed issues of material fact an **informal** hearing will be held, where you may present evidence or a written statement for consideration by the Department.

Mediation, pursuant to section 120.573, Florida Statutes, may be available if agreed to by all parties, and on such terms as may be agreed upon by all parties. The right to an administrative hearing is not affected when mediation does not result in a settlement.

A petition for an administrative hearing shall be dismissed, if it is not in substantial compliance with the requirements of either Rule 28-106.201(2) or Rule 28-106.301(2), Florida Administrative Code, or if the petition has not been timely filed. If your petition is dismissed you will have waived your right to have the intended action reviewed pursuant to chapter 120, Florida Statutes, and the action set forth in the Notice shall be conclusive and final.

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(Entire Manual was reorganized and renumbered)

Figure 14-15

**NOTIFICATION OF FINDINGS LETTER OF NOTICE OF  
INTENT TO DECLARE NON-RESPONSIBLE LETTER**

**Return Receipt Requested**  
**CERTIFIED MAIL NO.**

Date:

Contractor Name  
Contractor Address  
City State Zip

**RE: NOTICE OF INTENT TO SUSPEND CERTIFICATE OF QUALIFICATION AND DECLARE  
NON-RESPONSIBLE**

**Financial Project ID:** \_\_\_\_\_ **Contract No.:** \_\_\_\_\_

**F.A.P. Number:** \_\_\_\_\_ **County:** \_\_\_\_\_

Gentlemen:

On (date), the Department of Transportation District (#) Final Estimates Office (hereinafter "Department") submitted to (Company name) (hereinafter "Company") a Notification of Findings Due to Additional Review, on the above referenced contract.

(Company Name) has not furnished the Department the completed contract document(s) listed below in accordance with article 9.8 of the contract specifications.

**1. Notification of Findings Due to Additional Review Letter**

Pursuit to Section 337.14 and 337.16, Florida Statutes, Rule 14-22.012 and 14-22.0141, Florida Administrative Code and Article 9-8, Florida Standard Specifications for Road and Bridge Construction, the Department intends to suspend (Company name)'s Certification of Qualification and declare non-responsible and those of (Company name)'s affiliates. Therefore (Company name) and affiliates are ineligible to bid on Department contracts for a period of ninety (90) days for failure to timely furnish the required contract document(s). The suspension will become conclusive final agency action unless one of the following is done within ten (10) days of receipt of this notice: (1) the required contract document(s) listed above is provided to the Department's District (#) Final Estimates Manager for this contract; or (2) a request for an administrative hearing is filed with the Department's Clerk of Agency Proceedings pursuant to the attached Notice of Administrative Hearing Rights.

Should you have any questions concerning this matter, please contact (DFEM's name) District (#) Final Estimates Manager at (telephone number).

Sincerely,

Chief Engineer

Attachments

cc: District Construction Engineer  
Surety Company  
District Final Estimates Manager  
Contract Administration Manager  
Prequalification Specialist



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(Entire Manual was reorganized and renumbered)

Figure 14-15a

**NOTICE OF ADMINISTRATIVE HEARING  
(10 DAYS)**

**NOTICE OF ADMINISTRATIVE HEARING RIGHTS**

You may petition for an administrative hearing pursuant to sections 120.569 and 120.57, Florida Statutes. If you disagree with the facts stated in the foregoing Notice of Intended Department Action (hereinafter Notice), you may petition for a **formal** administrative hearing pursuant to section 120.57(1), Florida Statutes. If you agree with the facts stated in the Notice, you may petition for an **informal** administrative hearing pursuant to section 120.57(2), Florida Statutes. You must file the petition with:

Clerk of Agency Proceedings  
Department of Transportation  
Haydon Burns Building  
605 Suwannee Street, MS 58  
Tallahassee, Florida 32399-0458

The petition for an administrative hearing must conform to the requirements of section 120.54(5)(b)4, Florida Statutes, and either Rule 28-106.201(2) or Rule 28-106.301(2), Florida Administrative Code, and must be filed with the Clerk of Agency Proceedings by 5:00 p.m., **no later than 10 days after you received the Notice**. The petition for an administrative hearing should include a copy of the Notice, and must be legible, on 8½ by 11 inch white paper, and contain:

1. Your name, address, telephone number, any Department of Transportation identifying number on the Notice, if known, the name and identification number of each agency affected, if known, and name, address, and telephone number of your representative, if any; which shall be the address for service purposes during the course of the proceeding;
2. An explanation of how your substantial interests will be affected by the action described in the Notice;
3. A statement of when and how you received the Notice;
4. A statement of all disputed issues of material fact. If there are none, you must so indicate;
5. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action; as well as an explanation of how the alleged facts relate to the specific rules and statutes the petitioner contends require reversal or modification of the agency's proposed action;
6. A statement of the relief sought, stating precisely the desired action the petitioner wishes the agency should take in respect to the agency's proposed action.

If there are disputed issues of material fact a **formal** hearing will be held, where you may present evidence and argument on all issues involved and conduct cross-examination. If there are no disputed issues of material fact an **informal** hearing will be held, where you may present evidence or a written statement for consideration by the Department.

Mediation, pursuant to section 120.573, Florida Statutes, may be available if agreed to by all parties, and on such terms as may be agreed upon by all parties. The right to an administrative hearing is not affected when mediation does not result in a settlement.

A petition for an administrative hearing shall be dismissed, if it is not in substantial compliance with the requirements of either Rule 28-106.201(2) or Rule 28-106.301(2), Florida Administrative Code, or if the petition has not been timely filed. If your petition is dismissed you will have waived your right to have the intended action reviewed pursuant to chapter 120, Florida Statutes, and the action set forth in the Notice shall be conclusive and final.

**OBSOLETE AS OF 1/31/2018**  
(Entire Manual was reorganized and renumbered)

Figure 14-16

**SUSPENSION OF SURETY QUALIFICATION TO ISSUE BOND LETTER**

|  |   |
|--|---|
|  | DATE  |
| <b><u>Return Receipt Requested</u></b><br><b>CERTIFIED MAIL No.:</b>   |   |
| Surety Name<br>Surety Address<br>City, State Zip Code  |   |
| <b>RE: <u>DISQUALIFICATION TO ISSUE BONDS</u></b>  |   |
| <b>Financial Project No.:</b><br><b>Contract No.:</b><br><b>County:</b>  |   |
| Gentlemen:   |   |
| Our records reveal the on <i>(date)</i> , your company received a notification letter signed by the State Highway Engineer of the Department of Transportation and sent Certified Mail, regarding the status of the Department's determination of your failure to submit all required documents in a satisfactorily completed condition within ninety (90) days after the Department's offer of final payment on the above referenced contract.  |   |
| In that notification letter, you were told of the Department's intent that agency action would be final unless all required contract documents were received by the Department, or you filed a request for Administrative Hearing pursuant to Sections 120.57 and 337.16 of the Florida Statutes, within twenty-one (21) days from your company's receipt of that notification letter regarding the Department's intent.   |   |
| The required contract document(s) listed below has/have not been furnished within twenty-one (21) days of your receipt of the notification letter mentioned above.<br><b>(DFEM to list only incomplete or missing documents. Delete others shown below as required).</b>   |   |
| <b>Acceptance Letter</b> (with Reimbursement of Overpayment)   |   |
| <b>Mill Tests and Analysis Report</b>  | <b>Form 21-A (Bond Release)</b>   |
| <b>Wage Rate Affidavit</b>   |   |
| <b>Construction Compliance with Specifications and Plans Certification</b>   |   |
| No request was made by your company for an Administrative Hearing within twenty-one (21) days of your receipt of the notification letter mentioned above.  |   |
| <b>Therefore, your company's Qualification to issue bonds is hereby suspended by the Secretary of the Florida Department of Transportation on <i>(use the date of the 31<sup>st</sup> day after Surety's receipt of State Highway Engineer's notification)</i>. This suspension will continue until the Department is in receipt of all required contract documents in a satisfactorily completed condition.</b> During this period of suspension, your company will be prohibited from issuing bonds on any Department construction contracts regardless of the dollar amount of this contract award as set forth in Rule 14-24.001 of the Florida Administrative Code. |   |
| Should you have any questions concerning this matter, please contact <i>(DFEM's name)</i> , District (#) Final Estimates Manager at <i>(telephone number)</i> .  |   |
| Sincerely,   |   |
| Secretary, Department of Transportation  |   |
| Attachments Notice   |   |
| cc:  | District Construction Engineer<br>District Operations Engineer<br>Contracts Administration Manager<br>Prequalification Specialist |



**OBSOLETE AS OF 1/31/2018**  
(Entire Manual was reorganized and renumbered)

Figure 14-17

**LETTER RESCINDING SUSPENSION OF  
QUALIFICATION TO ISSUE BOND**

**Return Receipt Requested**  
**CERTIFIED MAIL No.:**

Date:

Contractor Name  
Contractor Address  
City, State Zip Code

**RE: STATUS OF SUSPENSION OF YOUR CERTIFICATE OF QUALIFICATION**

**Financial Project No.:**  
**Contract No.:**  
**County:**

Gentlemen:

Our records reveal that on (*date*), all remaining required contract documents for the above referenced contract were received by the Department.

Therefore, the suspension of your company's Certification of Qualification resulting from the above referenced contract, which has prevented your company from bidding on Department construction contracts or acting as a material supplier, subcontractor or consultant on any Department contract, is removed effective on the date of this letter.

If your Certification of Qualification has expired during the suspension period, you must submit an application to the Department in order to bid on projects in excess of \$250,000 as specified in Rule 14-22 of the Florida Administrative Code.

Sincerely,

Chief Engineer

Attachments Notice

cc: all District Secretaries,  
Contractor's Surety Company,  
Federal Highway Administration Area Engineer,  
Contracts Administration Manager,  
Prequalification Specialist

**OBSOLETE AS OF 1/31/2018**  
(Entire Manual was reorganized and renumbered)

Figure 14-18

**LETTER TO CONTRACTOR'S SURETY COMPANY FOR  
OVERPAYMENT CHECK**

**CERTIFIED MAIL**  
**Return Receipt Requested**

Surety's Name  
Surety's Address  
City, State, Zip

Date

Gentlemen:

Financial Project ID: \_\_\_\_\_  
Federal Aid Project Number: \_\_\_\_\_  
Contract Number: \_\_\_\_\_ ; \_\_\_\_\_

The above referenced Contract was completed by \_\_\_\_\_ on \_\_\_\_\_ .

After computation of final payment, it was determined that the Contractor had been overpaid by the Department in the amount of \$ \_\_\_\_\_ .

Your firm, as surety, was notified of this overpayment . Since we have not had a response from the prime contractor, consider this letter as formal notice of claim in the amount of \$ \_\_\_\_\_ against you, as surety, on the above contract. Please notify the agent representing this contractor of this matter.

A check for the above stated amount, payable to the Department of Transportation, must be remitted directly to this office.

Sincerely,

District (#) Final Estimates Manager  
(area code) Phone Number

xc: Prime Contractor  
District Construction Engineer  
Resident Engineer

**OBSOLETE AS OF 1/31/2018**  
(Entire Manual was reorganized and renumbered)

Figure 14-19

**DFEM MEMORANDUM TO DCE OVERPAYMENT REDUCTION  
(RECOVERY OF OVERPAYMENT)**

*THIS MEMORANDUM NEEDS TO BE SENT ELECTRONICALLY*

**MEMORANDUM**

Date: \_\_\_\_\_

To: Name, District Construction Engineer

From: Name, District Final Estimates Manager

Copies: Chief, Civil Litigation Counsel

Subject: **Recovery of Overpayment on State Contracts**  
Financial Project ID: \_\_\_\_\_  
Federal-Aid Project Number \_\_\_\_\_  
Contract Number \_\_\_\_\_ County \_\_\_\_\_  
Contractor \_\_\_\_\_

My office has determined that the contractor has been overpaid \$ \_\_\_\_\_ on the above referenced contract. Our attempts to recover these funds from the contractor and/or the surety company have been unsuccessful.

I respectfully request that you review this job to determine if there are any substantive negotiations underway which would reduce or eliminate this overpayment. Please advise me within thirty (30) days of the nature of these negotiations.

If no such negotiations exist, I will request that the General Counsel's Office take legal measures to recover these funds.

If you have any questions, please contact me at (XXX) XXX-XXXX or E-mail me at (*E-mail Address*).

**OBSOLETE AS OF 1/31/2018**  
(Entire Manual was reorganized and renumbered)

Figure 14-20

**DFEM MEMORANDUM TO CHIEF CIVIL  
LITIGATION COUNSEL FOR RECOVERY OF OVERPAYMENT**

*THIS MEMORANDUM NEEDS TO BE SEND ELECTRONICALLY*

**MEMORANDUM**

Date: \_\_\_\_\_  
To: Chief, Civil Litigation Counsel  
From: Name, District Final Estimates Manager  
Copies: District Construction Engineer  
Subject: **Recovery of Overpayment on State Contracts**  
Financial Project ID: \_\_\_\_\_  
Federal-Aid Project Number \_\_\_\_\_  
Contract Number \_\_\_\_\_ County \_\_\_\_\_  
Contractor \_\_\_\_\_

The above referenced contract was completed \_\_\_\_\_.

After computation of the final amount due, it was determined that the contractor had been overpaid by the Department in the amount of \$ \_\_\_\_\_.

We have filed a formal notice of claim for the above stated amount with the bonding company on \_\_\_\_\_.

Since we have had no satisfactory response from the prime contractor or the surety, we wrote to the District Construction Engineer on \_\_\_\_\_ to determine if there were any substantive negotiations underway that would reduce or eliminate this overpayment. Their response was in the negative.

We now wish to turn this matter over to you for legal processing and possible disqualification procedures against the contractor and surety.

**OBSOLETE AS OF 1/31/2018**  
 (Entire Manual was reorganized and renumbered)

Figure 14-21

**EXAMPLE OF RECEIPT LOG**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

**RECEIPTS LOG**

350-080-15  
COMPTROLLER  
10/01

DISTRICT AND/OR OFFICE: \_\_\_\_\_

DEPOSIT NUMBER OR RECORD OF SALE NUMBER: \_\_\_\_\_

DATE: \_\_\_\_\_ PAGE # \_\_\_\_\_ OF \_\_\_\_\_

| #            | Check Number<br>(or indicate cash) | Received From | Description of item sold | Amount |
|--------------|------------------------------------|---------------|--------------------------|--------|
| 1            |                                    |               |                          |        |
| 2            |                                    |               |                          |        |
| 3            |                                    |               |                          |        |
| 4            |                                    |               |                          |        |
| 5            |                                    |               |                          |        |
| 6            |                                    |               |                          |        |
| 7            |                                    |               |                          |        |
| 8            |                                    |               |                          |        |
| 9            |                                    |               |                          |        |
| 10           |                                    |               |                          |        |
| 11           |                                    |               |                          |        |
| 12           |                                    |               |                          |        |
| 13           |                                    |               |                          |        |
| 14           |                                    |               |                          |        |
| 15           |                                    |               |                          |        |
| 16           |                                    |               |                          |        |
| 17           |                                    |               |                          |        |
| 18           |                                    |               |                          |        |
| 19           |                                    |               |                          |        |
| 20           |                                    |               |                          |        |
| 21           |                                    |               |                          |        |
| 22           |                                    |               |                          |        |
| 23           |                                    |               |                          |        |
| 24           |                                    |               |                          |        |
| 25           |                                    |               |                          |        |
| <b>TOTAL</b> |                                    |               |                          |        |

Send with Deposit to Cashier's Office, MS 42

# OBSOLETE AS OF 1/31/2018

(Entire Manual was reorganized and renumbered)

Figure 14-22

## EXAMPLE OF CONTRACTOR'S CHECK OF OVERPAYMENT

| All American Construction Company |            | Central Construction Division |              |            |             |
|-----------------------------------|------------|-------------------------------|--------------|------------|-------------|
| Invoice No.                       | Date       | Comment                       | Gross Amount | Deductions | Amount Paid |
| 5800544893                        | 11/30/2009 |                               | \$ 2,445.84  | \$ 0.00    | \$ 2,445.84 |
| <i>Totals:</i>                    |            |                               | \$ 2,445.84  | \$ 0.00    | \$ 2,445.84 |

**Payee:** FLORIDA DEPT. OF TRANSPORTATION  
 605 SUWANNEE STREET  
 TALLAHASSEE, FL. 32399

**Vendor:**

**Check No.** 819735  
**Check Date:** 12/11/2009

---

**THIS CHECK VOID WITHOUT A COLORED BACKGROUND AND A WATERMARK**

| All American Construction Company<br>Central Construction Division<br>P.O. Box 1234<br>Allscity, Fl. 33333 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="font-size: small;">Check Number</th> <th style="font-size: small;">Check Date</th> </tr> <tr> <td style="text-align: center;">819735</td> <td style="text-align: center;">12/11/2009</td> </tr> </table> <p style="text-align: right; margin-top: 10px;">                     Net Amount<br/> <span style="font-size: 1.5em; font-weight: bold;">\$</span> *****2,445.84                 </p> <p style="text-align: center; font-size: x-small;">VOID IF NOT CASHED IN 90 DAYS</p> <div style="text-align: center; border: 1px solid black; padding: 5px; margin-top: 10px;"> <i>Frederick Ven Plume, Jr.</i><br/>                     AUTHORIZED SIGNATURE                 </div> | Check Number | Check Date | 819735 | 12/11/2009 |
|--|---|--------------|------------|--------|------------|
| Check Number   | Check Date  |              |            |        |            |
| 819735   | 12/11/2009  |              |            |        |            |

**PAY:** Two Thousand Four Hundred Forty-Five and 84/100 Dollars

**TO THE ORDER OF:** FLORIDA DEPT. OF TRANSPORTATION  
 605 SUWANNEE STREET  
 TALLAHASSEE, FL. 32399

Wachomacallit Bank, N.A.  
 FLORIDA  
 123-335/456

⑆00008 19735⑆ ⑆063210125⑆ 2079940016400⑆



# OBSOLETE AS OF 1/31/2018

(Entire Manual was reorganized and renumbered)

Figure 14-23

## EXAMPLE OF FINANCIAL SHEET OF FINAL PAYMENT (OVERPAYMENT)

11/04/09 FIN. PROJ.# 239673-1-52-01  
 COSECT 92030 239673-1-52-01  
 PROG. NUMBER - 52\*\*  
 F.A.P. NO. N/A  
 CONTRACTOR: F590594298007

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
 TRANSPORT/SITEMANAGER PAY ESTIMATE  
 C.C. NO. 509  
 ORLANDO CONSTRUCTION

PEP3J11-1 PAGE 11  
 CONTR. TYPE: CC CONSTRUCTION  
 CONTRACT NO. T5163 ENGLISH  
 LETTING DATE 06/21/06  
 NO. OF JOBS ON ESTIMATE 01 / 01

MANDST 05  
 JOB NO. -  
 HUBBARD CONSTRUCTION COMPANY

ORIG. JOB AMOUNTS 35,625,560.06  
 APPROVED S.A.'S \$ 537,513.79  
 PRES. JOB AMOUNTS 36,163,073.85  
 REG.WORK TO-DATE\$ 36,455,203.13  
 BAL. OF PRES AMT\$ -292,129.28

NEG \*  
 ZERO  
 CD

TOTAL TO-DATE LAST ESTIMATE CHANGE THIS EST.

1. WORK  
 REGULAR WORK \$ +36,455,203.13 \$ +36,457,648.97 \$ -2,445.84  
 TOTAL WORK \$ +36,455,203.13 \$ +36,457,648.97 \$ -2,445.84

2. ADJUSTMENTS  
 FUEL & BT ADJ \$ +457,532.36 \$ +457,532.36 \$ +0.00  
 TOTAL ADJUSTMENTS \$ +457,532.36 \$ +457,532.36 \$ +0.00

3. AMOUNT PAYABLE \$ +36,912,735.49 \$ +36,915,181.33 \$ -2,445.84

I CERTIFY THAT THE FINAL PLANS, CONTRACT, AND PAY RECORDS FOR THIS JOB HAVE BEEN REVIEWED, THAT VARIATIONS FROM PLAN CONDITIONS ARE PROPERLY EXPLAINED AND THAT THE COMPUTATIONS FOR THE FINAL ESTIMATE ARE CORRECT ACCORDING TO MY BEST KNOWLEDGE AND BELIEF.

DIST. FINAL ESTIMATES MANAGER  
 NAME PRINTED \_\_\_\_\_  
 SIGNATURE \_\_\_\_\_

BP-OB - VENDOR - F590594298007 - VOUCHER -

TO BE PAID BY RED

TO BE PAID BY RED

| CNTL | FCT | TR | AP/RN | LINE | ORG-CODE    | BO | OBJ    | C  | R | AMOUNT   | QNTY | INV# | LINE | COSECT | FIN. PROJ.# | DST | OD | B | EBL | ROB | CWTR # |       |
|------|-----|----|-------|------|-------------|----|--------|----|---|----------|------|------|------|--------|-------------|-----|----|---|-----|-----|--------|-------|
|      | 200 |    | T5163 |      | 55054010506 | OM | 563007 | CR |   | 2,445.84 |      | 30   |      | 92030  | 23967315201 | 05  |    |   | 0   |     | 200    | T5163 |

CONTRACT SUMMARY:  
 ORIG. CONTRACT AMT. \$ 35,625,560.06 102\$  
 APPROVED S.A.'S \$ 537,513.79  
 PRES. CONTRACT AMT. \$ 36,163,073.85 101\$  
 REG.WORK TO-DATE \$ 36,455,203.13  
 BAL. OF PRES AMT \$ -292,129.28

DAYS USED 964.0  
 PRES. DAYS 1027  
 ORIG. DAYS 930

94\$



**OBSOLETE AS OF 1/31/2018**  
(Entire Manual was reorganized and renumbered)

Figure 14-24

**EXAMPLE OF RECEIPT OF CASH/CHECK FROM  
COMPTROLLER'S OFFICE**

Transmittal Report

Page 1 of 1

**RECORD OF SALE OF GOODS AND SERVICE/RECEIPT TRANSMITTAL**

TRANSMITTAL #: **5430** STATUS: **Pending**

TRANSMITTAL TOTAL: **\$ 2,445.84** (CASH: **\$0.00** CHECKS:  
**\$ 2,445.84** )

CONTACT: **Office Head** PHONE: **(123) 456-7890** DISTRICT: **D5**

CASHIER'S OFFICE COMMENT:

**PAYMENT METHOD**

| CHECK # | ISSUER                               | CASH PAYMENT | CHECK PAYMENT | TOTAL       |
|---------|--------------------------------------|--------------|---------------|-------------|
| 819735  | All American<br>Construction Company | \$ 0.00      | \$ 2,445.84   | \$ 2,445.84 |

**DESCRIPTION OF SALE(S)**

| DESCRIPTION OF SALE   | SUBTOTAL   | SALES TAX | DISCRETIONARY TAX | COUNTY | TOTAL      |
|-----------------------|------------|-----------|-------------------|--------|------------|
| REFUND OF OVERPAYMENT | \$2,445.84 | \$0.00    | \$0.00            |        | \$2,445.84 |

**COST DISTRIBUTION**

| ORG CODE  | EO | OBJECT | FINANCIAL   | CB | EOB | CONTRACT | AMOUNT      |
|-----------|----|--------|-------------|----|-----|----------|-------------|
| 900500000 | 11 | 010050 | 12345615201 | 1  | 100 | T1234    | \$ 2,445.84 |

<http://webapp02.dot.state.fl.us/fundstransmittalsystem/RT.aspx>

12/17/2009

**OBSOLETE AS OF 1/31/2018**  
(Entire Manual was reorganized and renumbered)

Figure 14-25

**DFEM LETTER TO CONTRACTOR  
NOTICE OF IMPENDING FORFEITURE**

**CERTIFIED MAIL**  
**Return Receipt Requested**

Contractor's Name  
Contractor's Address  
City, State, Zip

DATE

Gentlemen:

**NOTICE OF IMPENDING FORFEITURE**

Financial Project ID: \_\_\_\_\_

Federal Aid Project Number: \_\_\_\_\_

Contract Number: \_\_\_\_\_; County \_\_\_\_\_

The above referenced contract was completed \_\_\_\_\_ . All appropriate Final Estimate papers were mailed to you on \_\_\_\_\_ , indicating a balance due on this contract of \_\_\_\_\_ .

If the following document(s) is/are not received within sixty (60) days of receipt of this letter, the money owed to you will be forfeited to the state and our files will be closed in accordance with Florida Statutes 337.141(4).

Acceptance Letter  
Form 21-A

Sincerely,

District Final Estimates Manager  
(area code) Phone Number

XC: Surety Company  
District Construction Engineer

**OBSOLETE AS OF 1/31/2018**  
(Entire Manual was reorganized and renumbered)

Figure 14-26

**DFEM LETTER TO FHWA OF  
NOTICE OF IMPENDING FORFEITURE**

|   |             |
|---|-------------|
| <p>(Name), Division Administrator<br/>Federal Highway Administration<br/>Florida Division Office<br/>545 John Knox Road - Suite 200<br/>Tallahassee, Florida 32303</p>  | <p>DATE</p> |
| <p>Dear :</p>   |             |
| <p><u>NOTICE OF IMPENDING FORFEITURE</u><br/>Financial Project ID: _____<br/>Federal Aid Project Number: _____<br/>Contract Number: _____; County _____</p>   |             |
| <p>A Notice of Impending Forfeiture was sent to the contractor advising that the money owed would be forfeited if all documents were not received within sixty (60) days of receipt of that notice. This is in accordance with Florida Statutes 337.1.141(4). As of this date, the required documents have not been received.</p> |             |
| <p>We request your permission to close this project with assurance that the Department will not lose federal funding. We request your response within thirty (30) days of your receipt of this letter. Thank you for your assistance.</p>   |             |
| <p>Sincerely,</p>   |             |
| <p>District Final Estimates Manager<br/>(area code) Phone Number</p>  |             |
| <p>XC: District Construction Engineer</p>   |             |

**OBSOLETE AS OF 1/31/2018**  
(Entire Manual was reorganized and renumbered)

Figure 14-27

**MEMORANDUM TO OFFICE OF COMPTROLLER OF  
CONTRACT ESTIMATE TRANSMITTAL**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**MEMORANDUM**

700-050-37  
CONSTRUCTION  
03/09

Date:

To:

Attn:

From:

Copies:

Subject:

Contract No.:

Financial Project I.D.:

Federal Aid Project No.:

County:

Attached is the following documentation for subject contract. Please process estimate for payment as soon as possible. If you have any questions, please call me at the number above. Thank you for your assistance.

|   |
|---|
| <input type="checkbox"/> <b>QUALIFIED PASS</b><br>Remain in Status (10)<br>(Contract in Open Status)  |
| <input type="checkbox"/> <b>WARRANTY EXPIRED</b><br>Status Code Change (50)<br>(Close Contract)   |
| <input type="checkbox"/> <b>EXPEDITED PAYMENT FOR APPROVED S.A.</b><br>(Includes Offer Estimate). No Contract Documents<br>Required.                          |
| <input type="checkbox"/> <b>Overpayment Check Transmittal</b> (1 copy)  |
| <input type="checkbox"/> <b>Interest Due for Late Final Estimate Payment</b><br>*Formula:<br>Payment Amount X Mo. Int. Rate X No. of Mos. Delay<br>= \$ _____ |

|  |
|--|
| <input type="checkbox"/> <b>VALUE ADDED CONTRACT</b><br>Status Code Change (52)<br>(Remove Encumbrance/Payables)                                   |
| <input type="checkbox"/> <b>Final Estimate</b> (Original + 1 copy for each job on contract, +<br>1 copy of money page stamped "mail with warrant") |
| <input type="checkbox"/> <b>Required DOT pay off date:</b><br>_____  |
| <input type="checkbox"/> <b>Acceptance Letter(s)</b> (1 copy for each job on the contract)   |
| <input type="checkbox"/> <b>Arbitration, Court Orders, Take-Over<br/>Agreements</b> (1 copy)   |

\*Comptroller will calculate amount of interest due and return copy of memo to District Final Estimates Office with the amount of interest shown.

Other comments/action requested: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OBSOLETE AS OF 1/31/2018**  
**(Entire Manual was reorganized and renumbered)**

Figure 14-28

**FORM 21-A (MODIFIED) SURETY TAKEOVER**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**FORM 21-A (MODIFIED)**  
**SURETY TAKEOVER**

FORM 700-050-22  
CONSTRUCTION  
01/09  
Page 1 of 3

STATE OF \_\_\_\_\_  
COUNTY: \_\_\_\_\_ SS: \_\_\_\_\_

Before me, the undersigned authority in said county and state, personally appeared \_\_\_\_\_, who being first duly sworn, deposes and says that he is \_\_\_\_\_  
(a) \_\_\_\_\_ of \_\_\_\_\_ corporation authorized to do business under the Laws of Florida; and that said corporation, \_\_\_\_\_ is the Surety under a Contract Bond for \_\_\_\_\_ the contractor (hereafter "contractor") on Financial Project ID \_\_\_\_\_, Road No. \_\_\_\_\_, in \_\_\_\_\_ County, Florida under Contract No. \_\_\_\_\_ with the State of Florida Department of Transportation dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and that the deponent states: that the default of said contractor has resulted in a Takeover Agreement dated \_\_\_\_\_;

1. To the best knowledge of \_\_\_\_\_, surety for \_\_\_\_\_, the said contract has been complied with in every particular by said contractor, surety or surety's agent and that all parts of the work have been approved by the director of Construction of the State of Florida Department of Transportation, except that \_\_\_\_\_ has failed to make payments to proper claimants under the Contract Bond; and \_\_\_\_\_ the Surety, shall negotiate, arbitrate, litigate or otherwise resolve all valid claims against the Surety and shall indemnify and hold harmless the State of Florida Department of Transportation for all claims for which the Surety is liable or for which the Surety and the Department, jointly, are liable.
2. The Surety, \_\_\_\_\_, has not offered or made any gifts or gratuity to, or made any financial transaction of any nature with, any employee of the Department in connection with obtaining or performing said contract.
3. All amounts payable for labor, materials or otherwise, for which the Surety is liable or for which the Surety and the Department, jointly, are liable in connection with said contract and work, have been paid except for normal subcontract retainages, which will be satisfied upon payment and/or release of retainage withheld under this contract, or will be paid when finally required by law; and the Surety, \_\_\_\_\_, shall indemnify and hold harmless the State of Florida Department of Transportation for all claims for which the Surety is liable or for which the Surety and the Department jointly are liable.
4. There are no suits pending against said contractor or anyone in connection with the work done, materials furnished or otherwise under said contract, to the best knowledge or surety, except as itemized on the attached list.
5. We, the Surety, having heretofore executed a Contract Bond for the above named Contractor covering the project and road described above, hereby agree that the State of Florida Department of Transportation may make full payment of the final estimate, including the retained percentage, to the Surety, \_\_\_\_\_.
6. It is fully understood that the granting of the right of the State of Florida Department of Transportation to make the payment of the final estimate to said surety and/or his assignee, shall in no wise relieve this surety company of its obligations under its bond, as set forth in the specifications and contract, including any amendments hereto, pertaining to the above project and road.

**OBSOLETE AS OF 1/31/2018**  
**(Entire Manual was reorganized and renumbered)**

Figure 14-28a

**FORM 21-A (MODIFIED) SURETY TAKEOVER**

FORM 700-090-22  
CONSTRUCTION  
91099  
Page 2 of 3

IN WITNESS WHEREOF, the Surety has caused this instrument to be executed on its behalf by its President or Vice President and/or its duly authorized attorney in fact, and its corporate seal to be hereto affixed, all on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, A.D. \_\_\_\_\_

(AFFIX CORPORATE SEAL)

\_\_\_\_\_  
by: \_\_\_\_\_  
TITLE

Original Power of Attorney must be attached if executed by Attorney in fact. The usual Power of Attorney for Execution of Bonds does not grant the power to execute these consents. The Power of Attorney Certificate must grant the agent the authority to execute consents for the release of retained percentages and/or final estimates on engineering and construction contracts, or similar authority, i.e., all consents required by Florida Department of Transportation.

STATE OF \_\_\_\_\_  
COUNTY: \_\_\_\_\_ ss:

Before me, the undersigned authority, personally appeared \_\_\_\_\_, to me well known as the person described in and who executed the foregoing instrument in the name of \_\_\_\_\_ surety, and its \_\_\_\_\_ and \_\_\_\_\_ acknowledged that he/she has due and legal authority to execute the same on behalf of said surety.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_, \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(AFFIX CORPORATE SEAL)

\_\_\_\_\_, A.D.  
My commission expires \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

**OBSOLETE AS OF 1/31/2018**  
(Entire Manual was reorganized and renumbered)

Figure 14-28b

**FORM 21-A (MODIFIED) SURETY TAKEOVER  
(INSTRUCTIONS)**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**INSTRUCTIONS AS TO EXECUTION OF AFFIDAVIT  
AND SURETY RELEASE**

FORM 700-060-22  
CONSTRUCTION  
01/99  
Page 3 of 3

1. Any claims or pending suits for labor, materials or liability damages against the contractor or the surety in connection with the contract and work are to be listed in the spaces provided on the form. If space is inadequate, attach additional sheets thereto with initials of deponent and surety affixed and dated. As to any such claims or suits, state the name of the entity making the claim, the name of the entity against whom the claim is being made, and demonstrate good cause as required by Section 337.11(10)(b), Florida Statutes. Proof of adequate liability insurance coverage in effect during the life of the contract must be attached when tort liability claims are listed.
2. The execution thereof must be sworn to before a notary public by the officer of the corporation, or a co-partner of the partnership, or the individual as the case may be.
3. The certificate of the surety company must be executed in the name of the surety company by its President, Vice-President or other chief executive officer, or properly authorized agent, the corporate seal affixed, and the execution acknowledged by such officer or agent.
4. If the certificate is executed in the name of the surety company by an agent, a power-of-attorney with raised corporate seal, dated the date of execution, must accompany the document and must grant the agent the authority to execute consents for the release of retained percentages and/or final estimates on engineering and construction contracts, or similar authority.

The power of attorney language authorizing execution of consents for the release of retained percentages must be authorized by the surety company. Power of attorney certificates will be rejected where there is no assurance that such language is not the surety's original language.

**THE USUAL POWER OF ATTORNEY FOR EXECUTION OF BONDS DOES NOT GRANT THE POWER TO EXECUTE THESE CONSENTS.**

5. If the surety's officer or agent who executes the document is not a Florida Resident Agent, the document must be countersigned by a Florida Resident Agent. A power of attorney as noted above must be attached or social security number must be furnished for license verification.
6. Each power of attorney must be an original copy or be certified to by manual signature, unless an original copy is on file with the State of Florida Department of Transportation, or unless evidence is furnished in original form that the surety company has authorized the use of facsimile signatures.
7. Failure to comply with the above requirements will result in return of the document and delay in payment of the final estimate.



**OBSOLETE AS OF 1/31/2018**  
(Entire Manual was reorganized and renumbered)

Figure 14-29

**WORKSHEET FOR SUBMIT DATE & PAYOFF DATE**

**Establishment of Submit Date and Payoff Date**

**I. Required Submit Date**

(A) Final Acceptance if all required documents were received within 30 days of Final Acceptance  $\frac{\text{(date)}}{\text{(date)}} + 50 \text{ days} = \frac{\text{(date)}}{\text{(date)}}$

(B) Date Last Required Document received if req. documents were received over 30 days after Final Acceptance  $\frac{\text{(date)}}{\text{(date)}} + 20 \text{ days} = \frac{\text{(date)}}{\text{(date)}}$

II. Actual Submit Date:  $\frac{\text{(date)}}{\text{(date)}}$

**III. Delay or Bonus**

(A) If Actual Submit Date (II) is later Than Required Submit Date, I(A) or I(B)], deduct the number of days late.  $\frac{\text{(date)}}{\text{(date)}} \frac{\text{(# of days)}}{\text{(# of days)}}$

(B) If Actual Submit Date (II) is before Required Submit Date, I(A) or I(B), add the number of days early.  $\frac{\text{(date)}}{\text{(date)}} \frac{\text{(# of days)}}{\text{(# of days)}}$

IV. Acceptance Letter and 21-A Enter date of receipt of Acceptance Letter or 21-A, whichever is later.  $\frac{\text{(date)}}{\text{(date)}}$

**V. Days Required to Achieve Payoff**

(A) Delay = 25 - # of days from III(A)  $\frac{\text{(date)}}{\text{(date)}} \frac{\text{(# of days)}}{\text{(# of days)}}$

(B) Bonus = 25 + # of days from III (B)  $\frac{\text{(date)}}{\text{(date)}} \frac{\text{(# of days)}}{\text{(# of days)}}$

VI. Required Payoff Date = Date IV + days V (A) or V (B)  $\frac{\text{(date)}}{\text{(date)}}$

**OBSOLETE AS OF 1/31/2018**  
(Entire Manual was reorganized and renumbered)

Figure 14-30

**MEMORANDUM TO FEDERAL-AID PROGRAMS MANAGER  
PACKAGE CHECKLIST**

**MEMORANDUM**

Date:

To:

From:

Copies:

Subject:

Federal Aid Project Number:

State Project Number:

Financial Project ID:

Final Pass:

or

Qualified Pass:

- \_\_\_\_\_ 1. Record of Final Plans – copy of completed records
- \_\_\_\_\_ 2. Contract Time Sheet – two copies
- \_\_\_\_\_ 3. Final Estimates – one copy
- \_\_\_\_\_ 4. Overruns & Underruns – one copy
- \_\_\_\_\_ 5. Final Inspection and Acceptance of Federal Aid Projects
- \_\_\_\_\_ 6. Final Construction Project Costs
- \_\_\_\_\_ 7. Satisfactory State Materials Certification
- \_\_\_\_\_ 8. Corrected Deficiencies noted on the Final FHWA Inspection Report
- \_\_\_\_\_ 9. Construction Compliance with Specifications and Plans
- \_\_\_\_\_ 10. Project Schedule of Values (**For Design Build only**)

Reason for update:

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# OBSOLETE AS OF 1/31/2018

(Entire Manual was reorganized and renumbered)

Figure 14-30a

## FINAL INSPECTION and ACCEPTANCE of FEDERAL-AID PROJECT (FORM # 700-010-32)


|  |                              |                        |
|--|------------------------------|------------------------|
| STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  |                              | 700-010-32             |
| <b>FINAL INSPECTION AND ACCEPTANCE OF FEDERAL-AID PROJECT</b>  |                              | CONSTRUCTION<br>08/04  |
| <b>INSTRUCTIONS:</b> <i>District to complete this form for each completed exempt project</i>   |                              |                        |
| <b>FEDERAL PROJECT NO.</b>   | <b>FINANCIAL PROJECT ID.</b> | <b>CONTRACT NO.</b>    |
| <b>DESCRIPTION OF IMPROVEMENT AS PROGRAMMED:</b>   |                              |                        |
|  |                              |                        |
| <b>PROJECT TYPE (CHECK ONE)</b><br><input type="checkbox"/> NHS EXEMPT <input type="checkbox"/> NON-NHS EXEMPT   |                              |                        |
| <b>CONTRACTOR'S NAME</b>   | <b>COUNTY</b>                | <b>CONTRACT AMOUNT</b> |
| <b>NOTICE OF FINAL INSPECTION:</b> <i>The above listed project has been completed in reasonable close conformance with the approved plan.</i><br>SIGNATURE _____<br><div style="text-align: center;">(RESIDENT ENGINEER)</div> TITLE _____      INSPECTION DATE _____  |                              |                        |
| <b>NOTICE OF FINAL ACCEPTANCE:</b> <i>The above listed project has been completed in reasonable close conformance with the approved plans and specifications including authorized changes and extra work.</i><br>SIGNATURE _____<br><div style="text-align: center;">(DISTRICT CONSTRUCTION ENGINEER)</div> TITLE _____      FINAL ACCEPTANCE DATE _____ |                              |                        |
| Distribution: Federal Aid Office (MS 21)<br>Comptroller, Attention Federal Aid Project Account Section (MS 42)<br>FHWA, Program Operations Engineer (MS 29)  |                              |                        |

**OBSOLETE AS OF 1/31/2018**  
 (Entire Manual was reorganized and renumbered)

Figure 14-30b

**CONSTRUCTION INSPECTION REPORT**

Doc# 559066  
 Form# 1AAG

|   |           |                                  |                        |                                       |                             |
|---|-----------|----------------------------------|------------------------|---------------------------------------|-----------------------------|
|  US Department of Transportation<br>Federal Highway Administration |           |                                  |                        |                                       |                             |
| <b>Construction Inspection Report</b>   |           |                                  |                        |                                       |                             |
|   |           |                                  |                        |                                       | District Engineer <b>MB</b> |
| Division<br>Florida   | Report No | Inspected<br>12-08-99            | Reported<br>01-10-2000 | Project No<br>ACDPI-ACNH-0043-(8)(FO) |                             |
| Inspection made by<br><b>Gus Shanine, Urban Transportation Engineer</b>   |           |                                  | Area<br>B-1            | State No<br>10190-3430                | District<br>7               |
| Quality of Work<br>Satisfactory   |           | Progress of Work<br>Satisfactory |                        | Time<br>98.5%                         | Work<br>92%                 |
| In Company With<br><b>Ms. Pamela DeInegro and Ms. Lynn Isaak, FDOT</b>  |           |                                  |                        |                                       |                             |
| Inspection Type<br>Final Inspection   |           | Phases Inspected                 |                        |                                       |                             |
| Location<br>I-4; from McIntosh Road to Branch Forbes Road   |           |                                  |                        | County<br>Hillsborough                |                             |
| Description<br>Reconstruction from 4 to 6 lanes   |           |                                  |                        |                                       |                             |

The final inspection is to assess the completion of the project. The inspection involved a close-out discussion of project issues and a site visit to assess the quality of completed work.

The physical construction of this project has been completed in reasonably close conformity with the approved plans and specifications except for the following:

1. Breakaway sign foundation need to be backfilled
2. Placement of reflectorized delineators at inlet headwalls
3. Cable need to be removed off guardrail at Bethlehem Bridge
4. Utility post within the clear zone area along the mainlanes need to be removed
5. Debris in several areas within the project limits need to be removed
6. Eroded areas around an inlet under bridge need to be repaired.

The following are needed for Final Acceptance:

1. Materials Certification
2. Final Estimate
3. Satisfactory PR-47
4. Overrun and Underrun Statement
5. Contract Time Summary
6. Final Record Review

# OBSOLETE AS OF 1/31/2018

(Entire Manual was reorganized and renumbered)

Figure 14-30c

## FINAL ACCEPTANCE REPORT

| <b>FINAL ACCEPTANCE REPORT</b>  |                     |  |                                  |
|---|---------------------|--|----------------------------------|
| U.S. Department of Transportation<br>Federal Highway Administration   |                     |  |                                  |
| DIVISION  | REPORT NO.          | DATE OF FINAL INSPECTION REPORT            | PROJECT NO.                      |
| Florida   | FINAL               | 3/20/2012                                  | FAP# ARRA145B FIN#426645-1-52-01 |
| DATE CONTRACT STARTED   | DATE WORK COMPLETED | ACCEPTANCE BY CONTRACT AGENCY              | TIME ELAPSED                     |
| Feb 9, 2010   | March 20, 2012      | 3/20/2012                                  | 100 %                            |
| LOCATION<br>East-West Road from SR 33 to Pace Road at the Polk Parkway, POLK County   |                     |  |                                  |
| SCOPE OF PROJECT<br>New Roadway Alignment, Roadway Construction, Drainage, Ponds, Paving, Signs and Signalization, Lighting and Construction of New Four Lane Roadway Facilities and Loop Road to USF Campus.   |                     |  |                                  |
| NOTE: FHWA-47 <input type="checkbox"/> Submitted <input checked="" type="checkbox"/> Not Required<br>Materials Certification <input checked="" type="checkbox"/> Submitted <input type="checkbox"/> Not Required<br>There is compliance with section 1.23 of the Regulations pertaining to encroachments on the right-of-way.   |                     |  |                                  |
| REMARKS: <input checked="" type="checkbox"/> SHA procedures and controls were sufficient to assure that this project completed in reasonable close conformance with the approved plans and specifications including authorized changes and extra work.  |                     |  |                                  |
| NOTES<br>a) Liquidated Damages None for this project<br>b) Materials Certification Received dated July 18, 2012<br>c) Design Build Project/LUMP SUM<br>d) No Outstanding Issues   |                     |  |                                  |
| Copies Distributed<br>FDOT District One Final Estimates Office, MS 1-6<br>FDOT Final Estimates Office MS-31<br>State Construction Engineer, FDOT, MS 31,<br>Federal Aid Office FDOT MS-21<br>Cheri Jenkins, FDOT Finance Management, MS-24<br>Ken Harvey, Director Office of Finance & Administration FHWA<br>Chad Thompson, Program Operation Engineer, FHWA<br>District One Transportation Engineer, FHWA<br>FHWA Project File (Original) |                     |  |                                  |
| ACCEPTANCE OF PROJECT IS RECOMMENDED  |                     | ACCEPTED BY FEDERAL HIGHWAY ADMINISTRATION |                                  |
| Signature   |                     | Signature                                  |                                  |
| Title   | Date                | Title                                      | Date                             |
|   |                     | District Transportation Engineer           | 2/25/2013                        |
| Form FHWA 1446B (Rev. 3-90)   |                     |  |                                  |

# OBSOLETE AS OF 1/31/2018

(Entire Manual was reorganized and renumbered)

Figure 14-31

## CENTRAL FILES CHECK LIST

### Figure 14-31 CENTRAL FILES CHECK LIST

Financial Project ID: \_\_\_\_\_  
Initials: \_\_\_\_\_

#### Checklist for Central Files

- \_\_\_ 1. Letter to Contractor - copy, submits and resubmits in chronological order
- \_\_\_ 2. Procedural Review Memo
- \_\_\_ 3. Correspondence - copies, chronological order
- \_\_\_ 4. Transmittal Letter - copy
- \_\_\_ 5. Final Estimate - copy, one for each job on contract
- \_\_\_ 6. Overruns and Underruns - copy with explanations
- \_\_\_ 7. Acceptance Letter - copy, one for each job on contract
- \_\_\_ 8. Form 21-A - approved original

**OBSOLETE AS OF 1/31/2018**  
(Entire Manual was reorganized and renumbered)

Figure 14-32

**CHECK LIST FOR ESTIMATE JOB FILE**

**Checklist for Estimate Job File**

Financial Project ID: \_\_\_\_\_  
FAP No: \_\_\_\_\_  
Contract No: \_\_\_\_\_  
File Prepared By: \_\_\_\_\_  
Date: \_\_\_\_\_

- \_\_\_\_\_ 1. Record of Final Plans
- \_\_\_\_\_ 2. Transmittal Letter - original
- \_\_\_\_\_ 3. Contract Time Sheet - copy
- \_\_\_\_\_ 4. Certification of Materials & Tests
- \_\_\_\_\_ 5. Correspondence – in chronological order, latest date first
- \_\_\_\_\_ 6. Miscellaneous Test Report
- \_\_\_\_\_ 7. Engineer's Worksheet
- \_\_\_\_\_ 8. Time Extension Letters
- \_\_\_\_\_ 9. Final Estimates Review Form
- \_\_\_\_\_ 10. Contractor's Letter of Acceptance – (original) on for each job on contract
- \_\_\_\_\_ 11. Final Estimates – one copy of final estimate
- \_\_\_\_\_ 12. Estimates Previously Submitted (in sequence from tentative estimate no. forward)
- \_\_\_\_\_ 13. Fuel & Bituminous Adjustment Calculations - original
- \_\_\_\_\_ 14. Overruns and Underruns – with explanations
- \_\_\_\_\_ 15. Supplemental Agreements and Change Orders– copy of all approved
- \_\_\_\_\_ 16. Court Orders - copies
- \_\_\_\_\_ 17. Arbitration Rulings - copies
- \_\_\_\_\_ 18. Form 21-A - copies - copies
- \_\_\_\_\_ 19. Overpayment Check Transmittal
- \_\_\_\_\_ 20. JPA's
- \_\_\_\_\_ 21. Cost & Time Report
- \_\_\_\_\_ 22. Final Inspection Form For Federal Aid Projects
- \_\_\_\_\_ 23. Warranty Bonds
- \_\_\_\_\_ 24. Final Payment Log
- \_\_\_\_\_ 25. Construction Compliance with Specifications and Plans



**OBSOLETE AS OF 1/31/2018**  
**(Entire Manual was reorganized and renumbered)**

Figure 14-33

**REPLY TO CONTRACTOR OF RECEIPT OF QUALIFIED  
ACCEPTANCE OF THE ORIGINAL OFFER LETTER**

Contractor's Name  
Contractor's Address  
City, State, Zip Code

Gentlemen:

Financial Project ID: \_\_\_\_\_  
Federal Aid Project Number: \_\_\_\_\_  
Contract Number: \_\_\_\_\_ County: \_\_\_\_\_

This letter is to acknowledge receipt of your Qualified Acceptance Letter with its supporting particulars which dispute certain areas of our original offer of final payment. The payment of estimates # \_\_\_\_\_ will be forthcoming. A copy of your original Qualified Acceptance Letter is attached for your future reference convenience. Please understand that only those unresolved issues addressed in your original Qualified Acceptance Letter will be considered by the Department for resolution.

Your submittal of the Qualified Acceptance issues and particulars does not constitute the formal filing of a claim as defined in Section 5-12 and 9-8 of the Standard Specifications. Your dispute pertains to items which must be addressed by the Resident Engineer. Therefore, it will be necessary to pursue these matters with the appropriate personnel in the Department's Residency. By copy of this letter to \_\_\_\_\_, we are requesting written notification of the resolution of this dispute. This office will prepare a resolution letter along with an estimate if your dispute precipitates additional payment.

Sincerely,

District Final Estimates Manager  
(Area Code) Phone Number

cc: District Construction Engineer  
Resident Engineer

**OBSOLETE AS OF 1/31/2018**  
**(Entire Manual was reorganized and renumbered)**

Figure 14-34

**LETTER TO THE CONTRACTOR FOR PARTIAL OR FULL  
SETTLEMENT OF QUALIFIED ACCEPTANCE ISSUES**

|   |      |
|---|------|
| Contractor's Name<br>Contractor's Address<br>City, State, Zip | Date |
|---|------|

Gentlemen:

Financial Project ID: \_\_\_\_\_  
Federal Aid Project Number: \_\_\_\_\_  
Contract Number: \_\_\_\_\_; \_\_\_\_\_ County

Enclosed for your information is a copy of ESTIMATE NUMBER \_\_\_\_\_ on Financial Project ID \_\_\_\_\_ showing a balance due (an overpayment) of \$ \_\_\_\_\_. This project was Final Accepted on \_\_\_\_\_.

This estimate is being issued to address resolutions of one or more (or all remaining) issue(s) raised in your original Qualified Acceptance Letter dated (date).

The details of the issue(s) is/are listed below in section A:

**-A-**

| Item Number | Quantity in Question | Unit  | Quantity Paid this Est. |
|-------------|----------------------|-------|-------------------------|
| 1. _____    | _____                | _____ | _____                   |
| 2. _____    | _____                | _____ | _____                   |
| 3. _____    | _____                | _____ | _____                   |
| 4. _____    | _____                | _____ | _____                   |

According to your Qualified Acceptance letter, you reserved the following issue(s) that may be considered by you to remain outstanding at this time. If you choose not to accept one of the items above then, it too will be considered an outstanding issue. These issues are listed in section B:

**-B-**

| Item Number | Quantity in Question | Unit  | Quantity Paid this Est. |
|-------------|----------------------|-------|-------------------------|
| 1. _____    | _____                | _____ | _____                   |
| 2. _____    | _____                | _____ | _____                   |

Your signature below stipulates your agreement with the resolution of this/these issue(s) listed in Section A.

(NOTE: If there are no outstanding issues listed in section B, delete section B and insert the following to the last sentence) and closure of the contract based on this resolution.

|                                 |       |
|---------------------------------|-------|
| Name, Contractor Representative | Title |
| Date                            |       |

Sincerely,

District Final Estimates Manager  
(area code) Phone Number

xc: District Construction Engineer  
Project Administrator

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Figure 14-34a

**COMPLETE SETTLEMENT LETTER**

**MEMORANDUM**

Federal Aid Project No.: \_\_\_\_\_

FIN Project No.: \_\_\_\_\_

Contract No.: \_\_\_\_\_

Dear Sir:

Enclosed is a copy of ESTIMATE NO. \_\_\_\_\_ and \$ \_\_\_\_\_ FINAL.

This letter is being issued due to resolving all issues within your original Qualified Acceptance Letter.

We are in full agreement with the settlement and in accepting this, all issues relating to this estimate will be a full settlement of our account under this contract covering construction of the above referenced project and of all claims in connection therewith.

The date of final acceptance of the work was \_\_\_\_\_ .

Sincerely,

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title of Official Signing Form)

\_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
(Date)

**PLEASE RETURN THIS LETTER DIRECTLY TO:**

District Final Estimates Manager  
ATTENTION: (Name)  
Department of Transportation  
Address  
City, State Zip Code

# OBSOLETE AS OF 1/31/2018

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Figure 14-34b

## LETTER TO THE CONTRACTOR FOR NOTIFICATION OF FINDINGS DUE TO ADDITIONAL REVIEW

|  |          |  |                          |                          |
|--|----------|--|--------------------------|--------------------------|
| Contractor's Name<br>Contractor's Address<br>City, State, Zip  | Date     |  |                          |                          |
| Gentlemen:   |          |  |                          |                          |
| <b><u>NOTIFICATION OF FINDINGS DUE TO ADDITIONAL REVIEW</u></b>  |          |  |                          |                          |
| Financial Project ID: _____  |          |  |                          |                          |
| Federal Aid Project Number: _____  |          |  |                          |                          |
| Contract Number: _____ ; County _____  |          |  |                          |                          |
| 1. <i>(Use this paragraph if Qualified/Full Acceptance letter <u>has not</u> been received)</i> -The offer letter to you in the amount of \$ _____ on ESTIMATE NUMBER _____ was issued on _____.   |          |  |                          |                          |
| 2. <i>(Use this paragraph if Qualified/Full Acceptance letter <u>has not</u> been received)</i> - This is to advise you that after further review of this contract there have been changes made to pay quantities and/or adjustments that were not shown on the original offer.  |          |  |                          |                          |
| 3. <i>(Use this paragraph if Qualified/Full Acceptance letter <u>has not</u> been received)</i> - The changes generated by Supplemental Agreement _____ detailing those issues are listed below and will be processed after the Department has received your response on the original offer.   |          |  |                          |                          |
| 4. <i>(Use this paragraph if Qualified/Full Acceptance letter <u>has</u> been received)</i> -This Letter is being issued to acknowledge completion of further review on the Final Estimate after receiving your Qualified Acceptance Letter dated _____. This review resulted in changes to the pay quantities and/or adjustments.           |          |  |                          |                          |
| 5. The details of the issue(s) are listed below and in the appropriate space indicate your agreement or disagreement on each item. If you disagree, provide a full explanation of all items in dispute, including item and amount. Any of these items that you may qualify will be in addition to your original Qualified Acceptance letter. |          |  |                          |                          |
| 6. Your signature below stipulates your acknowledgement with the resolution of this/these issue(s).  |          |  |                          |                          |
| 7. Financial Project ID  | Pay Item | \$ Amount  | Agree                    | Disagree                 |
| _____  | _____    | _____  | <input type="checkbox"/> | <input type="checkbox"/> |
| _____  | _____    | _____  | <input type="checkbox"/> | <input type="checkbox"/> |
| _____  | _____    | _____  | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. <i>(Use this paragraph if net amount is an increase)</i> These changes listed above reflect an net amount due of \$ _____   |          |  |                          |                          |
| 9. <i>(Use this paragraph if net amount is an decrease)</i> These changes listed above reflect an net overpayment of \$ _____. Your check in the amount of this overpayment, made out to the State of Florida, Department of Transportation, is due upon receipt of this letter.   |          |  |                          |                          |
| Final Acceptance Dated _____   |          | Sincerely,<br>District Final Estimates Manager<br>(area code) Phone Number |                          |                          |
| Enclosures<br>xc: District Construction Engineer<br>State Materials Office<br>District Compliance Office   |          | <b>CONTRACTOR'S SIGNATURE</b>  |                          |                          |
|  |          | _____<br>Signature   | _____<br>Title           | _____<br>Date            |

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Figure 14-35

**MEMORANDUM TO DCE OF NOTICE OF IMPENDING CLOSURE**

**MEMORANDUM**

Date:

To: *Name*, District Construction Engineer

From: *Name*, District Final Estimates Manager

Subject: Financial Project ID: \_\_\_\_\_  
Federal Aid Project No.: \_\_\_\_\_  
Contract Number: \_\_\_\_\_ County: \_\_\_\_\_  
*Name*, Prime Contractor: \_\_\_\_\_

**IMPENDING CLOSURE**

This office has previously received a signed Qualified Acceptance Letter from the Prime Contractor. The Contract was placed in Qualified Reserve Status (DATE). According to Florida Statute 337.19, failure of the contractor to file a formal claim within (820 days) from the time of completion of the work constitutes full acceptance.

Please advise us if you have evidence that litigation or an arbitration claim was filed within the required period so that we may maintain an open file until we have legal disposition of the claim. If no such negotiations exist, the contract will be closed in sixty (60) days and considered to be paid in full.

*Initials*

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Figure 14-36

**LETTER TO CONTRACTOR OF NOTIFICATION OF CLOSURE**

Contractor Name  
Contractor Address  
City, State Zip Code

Date:

Gentlemen:

Financial Project ID: \_\_\_\_\_  
Federal Aid Project Number: \_\_\_\_\_  
Contract Number: \_\_\_\_\_ County: \_\_\_\_\_

This office has previously received your signed Qualified Acceptance Letter for the above contract, a copy of which is enclosed for your information. Florida Statutes 337.19 states that "suits by and against the Department under this section shall be commenced within (820 days) from the final acceptance of work." As the statutory limitations have now expired, this is your notice that we have closed the files and consider that this contract is paid in full.

Sincerely,

District Final Estimates Manager  
(Area Code) Phone Number

cc:

**OBSOLETE AS OF 1/31/2018**  
(Entire Manual was reorganized and renumbered)

Figure 14-37

**LETTER OF NOTICE OF IMPENDING CONTRACT FILE  
CLOSE OUT DUE TO LEGAL SETTLEMENT**

**CERTIFIED MAIL**  
**Return Receipt Requested**

Contractor Name  
Contractor Address  
City, State Zip Code

Date:

Gentlemen:

**NOTICE OF IMPENDING CONTRACT FILE CLOSE OUT**

Financial Project ID: \_\_\_\_\_

Federal Aid Project Number: \_\_\_\_\_

Contract Number: \_\_\_\_\_ County: \_\_\_\_\_

This office has previously received a signed Qualified Acceptance Letter, a copy of which is enclosed for, the above contract. On \_\_\_\_\_, the job was placed in Qualified Reserve status awaiting the outcome of your claim.

We have been advised by our legal staff that \_\_\_\_\_ has been settled. In light of this information, this contract is being closed and considered paid in full.

Sincerely,

District Final Estimates Manager  
(Area Code) Phone Number

Enclosed  
xc:



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(Entire Manual was reorganized and renumbered)

Figure 14-38

**LETTER OF CONTRACT CLOSURE DUE TO  
CONTRACTOR ACCEPTANCE**

**CERTIFIED MAIL**  
**Return Receipt Requested**

Contractor Name  
Contractor Address  
City, State Zip Code

Date:

Gentlemen:

**REQUEST FOR SIGNATURE ON ACCEPTANCE LETTER**

Financial Project ID: \_\_\_\_\_

Federal Aid Project Number: \_\_\_\_\_

Contract Number: \_\_\_\_\_ County: \_\_\_\_\_

This subject job was placed in Qualified Reserve status on \_\_\_\_\_, awaiting resolution of your outstanding claim.

It has come to our attention that you no longer wish to pursue those claims and that you are satisfied with the quantities as submitted.

Since you are now in agreement with the Department, please excuse the enclosed Regular Acceptance Letter confirming your acceptance of the amounts previously paid as payment in full on this contract. This will allow us to close out the job.

Your cooperation is appreciated, Should you have any questions or should our information be incorrect, please contact this office.

Sincerely,

District Final Estimates Manager  
(Area Code) Phone Number

Enclosed  
xc:

# OBSOLETE AS OF 1/31/2018

(Entire Manual was reorganized and renumbered)

Figure 14-39

## Construction Compliance with Specifications and Plans

|  |                                   |              |
|--|-----------------------------------|--------------|
| STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  |                                   | 700-020-02   |
| <b>CONSTRUCTION COMPLIANCE WITH SPECIFICATIONS AND PLANS</b>   |                                   | CONSTRUCTION |
|  |                                   | 04/09        |
|  |                                   | Page 1 of 2  |
| FIN PROJECT I.D.(s) _____  | DATE: _____                       |              |
| _____  | CONTRACT NO: _____                |              |
| _____  | Monthly: <input type="checkbox"/> |              |
| _____  | Final: <input type="checkbox"/>   |              |
| <p>_____, Prime Contractor for the above referenced contract, hereby verifies based on personal knowledge or reasonable investigation and good faith belief, all work done and all Quality Control functions and Quality Control sampling and testing results are in substantial compliance with the pertinent specification requirements and the approved Quality Control Plan for this project. This includes the input of test results into the Department's LIMS database within 24 hours of results being received. This represents work done between _____ and _____. Exceptions to these requirements are listed below.</p> |                                   |              |
| 1.) Item No.: _____  |                                   |              |
| Exception: _____   |                                   |              |
| _____  |                                   |              |
| _____  |                                   |              |
| _____  |                                   |              |
| 2.) Item No.: _____  |                                   |              |
| Exception: _____   |                                   |              |
| _____  |                                   |              |
| _____  |                                   |              |
| _____  |                                   |              |
| 3.) Item No.: _____  |                                   |              |
| Exception: _____   |                                   |              |
| _____  |                                   |              |
| _____  |                                   |              |
| _____  |                                   |              |
| 4.) Item No.: _____  |                                   |              |
| Exception: _____   |                                   |              |
| _____  |                                   |              |
| _____  |                                   |              |
| _____  |                                   |              |

# OBSOLETE AS OF 1/31/2018

(Entire Manual was reorganized and renumbered)

Figure 14-39a

## Construction Compliance with Specifications and Plans (Con't)

700-020-02  
 CONSTRUCTION  
 04/09  
 Page 2 of 2

5. Item No.: \_\_\_\_\_  
 Exception: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

6.) Item No.: \_\_\_\_\_  
 Exception: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

A false statement or omission made in connection with this certification is sufficient cause for suspension, revocation, or denial of qualification to bid, and a determination of non-responsibility, and may subject the person and/or entity making the false statement to any and all civil and criminal penalties available pursuant to applicable Federal and State Law.

|  |   |
|--|---|
| State of Florida<br>County of _____<br>Sworn to and subscribed before me this ____ day<br>of _____, _____, by _____<br><small>(Print name of person signing Certification)</small> | _____<br>Quality Control Manager<br>_____<br>By<br>_____<br>Company |
| Notary Public<br>_____<br>Commission Expires _____<br>Personally Known _____ or Produced Identification _____<br>Type of Identification Produced _____                             |   |

|  |  |
|--|--|
| State of Florida<br>County of _____<br>Sworn to and subscribed before me this ____ day<br>of _____, _____, by _____<br><small>(Print name of person signing Certification)</small> | _____<br>Contractor<br>_____<br>By<br>_____<br>Company |
| Notary Public<br>_____<br>Commission Expires _____<br>Personally Known _____ or Produced Identification _____<br>Type of Identification Produced _____                             |  |

# OBSOLETE AS OF 1/31/2018

(Entire Manual was reorganized and renumbered)

Figure 14-39b

## Construction Compliance with Specifications and Plans (Con't)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**INSTRUCTION PAGE**

700-020-02  
CONSTRUCTION  
09/09

**Financial Project Number(s):** List all financial project numbers on the contract.

**Date:** Show the date the certification is completed.

**Contract No.:** Show the contract number the certification represents.

**Monthly/Final:** Indicate which type of estimates this certification represents, monthly or final.

**Prime Contractor:** In this field, show the Prime Contractor's full company name.

**Date Began:** Show the beginning the certification represents. For a monthly or progress estimate, show the beginning date the estimates corresponds to. For a final certification, show the date the contract work began.

**Date Ended:** Show the ending dates the estimate corresponds to. For final certification, show the final acceptance date.

**Item No.:** Show the pay item number the exception is associated with.

**Exceptions:** For the monthly certification, list the following:

1. QC samples that did not compare with VT samples and had VT results upheld by RT samples.
2. Any samples that had Engineering Analysis Report or Delineation Test(s) performed.
3. Any failed QC samples.
4. Any QC samples that do not have results entered into LIMS.
5. Any QC samples that were performed by unqualified technicians or laboratories.
6. Any materials placed without an approval QC Plan or when the QC Plan is suspended.
7. Any materials provided from an unapproved producer or supplier.

The following **would not be listed as an exception** on the subject form:

1. QC samples that have been tested but not verified.
2. QC samples that have been tested and had verification test results that did not compare.

**When exceptions listed on the monthly have been resolved, provide the proper documentation for those items.**

**For the final certification, all unresolved issues to QC sampling and testing must be shown on the certification.**

**Notary Information:** The Notary of the Public completes this section. This certification must be notarized.

**Quality Control Manager:** Signature of the Quality Control Manager signing the certification.

**By:** Type or print the name represented by the signature in "Quality Control Manager" section.

**Title:** Type or print the title of the person signing the certification.

**Contractor:** To be signed by an officer or director of the Contractor with an authority to bind the Contractor.

**By:** Type or print the name represented by the signature in "Contractor." section.

**Title:** Type or print the title of the person signing the certification.

It is not the Department's intent for Contractor's to list as exceptions samples and results for which they are not responsible, such as verification and independent verification samples and test results. Additionally, the Department will accept printouts of the Sample Status Progress Report in LIMS, as an attachment to assist in documenting the status of samples.

**OBSOLETE AS OF 1/31/2018**  
**(Entire Manual was reorganized and renumbered)**

Figure 14-40

**Memorandum of Overpayment, Form # 700-010-31**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**MEMORANDUM OF OVERPAYMENT**

700-010-31  
CONSTRUCTION  
09/08

**DATE:** \_\_\_\_\_

**TO:** DISBURSEMENT OPERATIONS OFFICE, Deputy Comptroller, General Audit, MS - 42

**FROM:** DIRECTOR, OFFICE OF CONSTRUCTION

**COPIES TO:** Deputy Comptroller, Financial Management Office, General Accounting Office, Cashier's Office

**SUBJECT:** OVERPAYMENT TO \_\_\_\_\_  
CONTRACTOR'S NAME

The final estimate for \_\_\_\_\_ under Contract number  
CONTRACTOR'S NAME  
\_\_\_\_\_, Financial Project Identification \_\_\_\_\_,  
FAP Number \_\_\_\_\_ was submitted in the amount of \$ \_\_\_\_\_.

The actual amount owed by the Department was \$ \_\_\_\_\_, resulting in overpayment of  
\$ \_\_\_\_\_.

Please apply the overpayment to Contract Number \_\_\_\_\_, Financial Project  
Identification \_\_\_\_\_, FAP Number \_\_\_\_\_ with  
expansion option \_\_\_\_\_ object code \_\_\_\_\_. This offset will reduce the amount  
payable on this contract from \$ \_\_\_\_\_ to \$ \_\_\_\_\_.

**COMPTROLLER'S OFFICE:**  
 APPROVED  
 DISAPPROVED

**CHECKLIST:**  
 FA PROJECT  
 SAME FAP RATIO  
 SUFFICIENT FUNDS

\_\_\_\_\_  
DIRECTOR, OFFICE OF CONSTRUCTION

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Figure 14-41

**Reminder Notice Letter to the Contractor**

Date:

Contractor's Name  
Contractor's Address  
City, State, Zip

Ref: Streamlined Contract (Section 9-8 of the Contract)

Gentlemen:

**REMINDER NOTICE**

Financial Project ID: \_\_\_\_\_  
Contract Number: \_\_\_\_\_ ; County \_\_\_\_\_

The above project was Final Accepted on \_\_\_\_\_. This letter is to advise you that the requirements specified in **Section 9-8 of the Contract** shall be provided and approved by the Department prior to the final payment.

Any issues should be resolved with the Project Administrator to expedite the processing of these required documents. The Final Contractor's Certified Estimate shall accompany all applicable required documents listed in **Section 9-8 of the Contract**.

In order for the Department to pay the Final Contractor's Certified Estimate all the requirements of **Section 9-8 of the Contract** shall be met and approved by the Department.

Please return any unexecuted documents to:  
District Final Estimates Manager  
Address  
City, State Zip Code  
(area code) Phone Number

Sincerely,

Enclosures  
xc: Project Administrator  
Surety Company

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Figure 14-42

**Unpaid Bills Received From Subcontractor/First Tier After  
Final Acceptance & Paid Off Date**

(Date)

Contractor Name and  
Address

**Financial Project ID:**  
**Contract No.:**  
**Federal Job Project ID:**  
**County/Section No.:**

**RE: SUBJECT: UNPAID BILLS NOTICE FROM SUBCONTRACTOR**

Dear Sirs:

The Florida Department of Transportation ("Department") has received a Notice of Nonpayment from ("subcontractor /supplier name") (copy attached) against ("prime name") on the above referenced contract. In accordance with the Department records this contract was final accepted on date, and paid off on date. The Department is requesting that ("prime name") address this claim of nonpayment.

Please provide the Department and the ("Subcontractor Name", with a detailed response, within 30 days of this request, including all pertinent information (cancelled checks, agreements, etc.).

If you have questions in this matter please call me at telephone number.

Sincerely,

("Final Estimate Manager name")  
District ("#") Final Estimate Manager

initial/initial

Attachment

cc: \_\_\_\_\_, District Construction Engineer  
\_\_\_\_\_, State Construction Engineer - Mail Station 31, w/ copy of claim  
\_\_\_\_\_, Subcontractor



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## CHAPTER 15

### FINAL ESTIMATES PERFORMANCE REVIEWS

#### 15.1 PURPOSE

Final Estimates (FE) Performance Reviews are conducted to verify compliance with Department policies and procedures. For the purpose of this chapter, FE performance reviews include Independent Assurance (IA) Reviews and Post Audit Reviews (PARs). IA Reviews are used to evaluate the performance of Final Estimates Level II qualified personnel in preparing Final Estimates Packages. PARs are used to assess the Final Estimates Package and financial documentation throughout the project. The PARs completed on most projects when a Final Estimate is certified and submitted to the appropriate District Final Estimates Office (DFEO).

#### 15.2 AUTHORITY

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

##### 15.2.1 REFERENCES

Title 23 Code of Federal Regulations (CFR) 637, Quality Assurance Procedures for Construction

#### 15.3 REVIEW PERSONNEL

Any person who performs IA Reviews and PARs must hold a current Final Estimate (FE) Level II qualification from the Construction Training Qualification Program (CTQP). Review personnel will be from the DFEO. Resident Offices will **NOT** perform IA Reviews or PARs.

#### 15.4 GENERAL INFORMATION

Project personnel (in-house and consultant) who perform FE duties for the Department's construction projects must possess a current FE Level II course qualification through the CTQP. Individual qualifications can be verified by contacting the CTQP Administrator Office:

Phone: (813) 864-2595.

Fax Number: (813) 864-2599.

Mailing address:

CTQP Administrator

4890 West Kennedy Blvd., Suite 300

Tampa, FL 33609

Web site: <http://www.ctqpfloida.com/>

For generic information, email: [info@ctqofloida.com](mailto:info@ctqofloida.com)

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CTQP qualifications are subject to suspension according to the **Construction Training and Qualification Manual (CTQM), Chapter 9, Section 9.7**. CTQP qualifications are subject to disqualification according to the **CTQM, Chapter 9, Section 9.8**

The District Construction Office (DCO) will be responsible for performing the performance reviews and maintaining the information put in the FE Qualification Performance System Database for their District, and the State Construction Office (SCO) will monitor and review this program statewide to ensure consistency in implementation and to evaluate the effectiveness of the program.

## 15.5 FREQUENCY OF EVALUATIONS

The minimum frequency of the DFEO IA Review evaluations will be 30% of the active personnel within the District annually. A list of all active FE Level II personnel within the Districts will be input in a random number evaluating system to identify the personnel that will be evaluated. Each District Final Estimates Manager (DFEM) will send their report to the State Final Estimates Engineer (SFEE) including the number of active personnel and the number of personnel that will be evaluated.

## 15.6 SCHEDULING EVALUATIONS

The DFEO's staff will perform the IA Review evaluations of active personnel qualified in FE Level II that are scheduled throughout a calendar year to meet the minimum frequency as specified in **Section 15.5** of this **Manual**.

These proposed evaluations should be scheduled with the FE Level II qualified person by contacting the individual or their supervisor and scheduling a date and time.

DFEO IA Review Personnel performing evaluations will use the Final Estimates Qualification Performance Report (FEQPR). (See **Appendix 15-1**.) They will also use the Final Estimates Independent Assurance Review Checklist to guide them through the evaluation. (See **Appendix 15-2**.)

## 15.7 EVALUATIONS

### 15.7.1 DFEO EVALUATIONS

The goal of DFEO IA Reviews and PARs is to provide an improvement tool for all qualified personnel preparing final estimates for Department construction projects.

Each Resident Engineer shall ensure that all Training Identification Numbers (TINs) for the FE Level II qualified personnel are submitted to the DFEO, as soon as qualifications are met.

Personnel will be evaluated on performance, proficiency, and observation in preparing and maintaining the FE Package in accordance with Department policies and procedures.

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Process of evaluations for the DFEO is described in the sections below:

## 15.7.1.1 IA REVIEW PROCESS

- a. Schedule with the RO.
- b. Conduct IA Review at the RO and/or on the construction project.
- c. Conduct on active contracts.
- d. Complete the FEQPR Form.
- e. Focus on performance of the preparation and documentation of a FE package.
- f. Use the **FE Checklist** with emphasis on the following areas:  
(See **Appendix 15-2**)
  1. Earthwork
  2. Asphalt
  3. Concrete
  4. Penalties assessed
  5. Contract administration, such as liquidated damages, alternative contracts, bonuses
  6. Assessments of deficiencies, adjustments, and disposition of samples

An observational IA Review evaluation will be considered satisfactory if all items on the **FE Checklist (Appendix 15-2)** are completed correctly. Unsatisfactory evaluations will be submitted to the personnel listed on the IA report. FE Level II qualified persons may be reviewed on one project or on several projects at the same time; whether procedural errors are found on one or more projects, the DFEO may give only one (1) strike. (See Section **15.8**.)

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

## 15.7.1.2 POST AUDIT REVIEWS

- a. Conduct PARs at the DFEO
- b. Conduct on Certified Projects (See **Chapter 4, Section 4.3** of the **Review and Administration Manual** for minimum requirements)
- c. Focus on performance of the preparation and documentation of a FE package.
- d. Conduct using the **FE Checklist** with emphasis on the same areas in **Section 15.7.1.1(f)**. Also refer to the **FE Guidelist** for more information regarding FE reviews.

The PAR report will list all procedural errors found during the review and will be sent to the RO/Consultant Office, the Project Engineer/Project Manager, the PA, and the Contract Support Specialist (CSS) on the project, who are required to respond to any findings in the PAR Report within 14 working days, so that these same errors

will not occur in the future. (See **Chapter 4, Section 4.3**, and **Attachment 4-5, Sample Post Audit Review for Certified Final Estimates Report**, in **Chapter 4** of this **Manual**.)

## 15.8 NON-COMPLIANCE/STRIKE

A strike is an area of non-compliance or an unsatisfactory evaluation where a FE Level II qualified person fails to adhere to Contract Documents, policies and procedures. Each IA Review evaluation that is unsatisfactory, or that documents non-compliance in one or more areas, will result in one (1) strike. (See **Appendix 15-2**.)

A strike will be given on IA Reviews only, and only if a person has a procedural error(s). Strikes will not be given on PARs. However, the PAR Reports should provide positive and/or negative feedback so that the final estimates process continues to show improvements and positive outcomes (complete FE packages without any errors).

## 15.9 IA REVIEW EVALUATION

The DCO personnel conducting an IA Review will report all observations on the FEQPR. (See **Appendix 15-1**.)

All IA reviews will be input into the Final Estimates Qualification Performance System (FEQPS). Any reported issues of non-compliance will be noted in FEQPS with an explanation of the strike. The DFEO designated personnel will continuously update the FEQPS. (See **Section 15.11**)

## 15.10 DOCUMENTATION

### 15.10.1 FEQPS Database

The FEQPS resides within the SCO's Systems Section and is updated by the DFEO designated personnel. The TIN for all active FE Level II qualified personnel will be entered into a database, as provided by the DFEO.

The DFEO IA Review Personnel shall promptly document evaluation results to support the FEQPR, in accordance with **Section 15.10.2**.

Each DFEO will prepare a **FEQPR** or the SFEE. This report will include the goals set forth for that calendar year. It will also include the results achieved from the previous year and goals for the upcoming year.

### 15.10.2 FINAL ESTIMATES QUALIFICATION PERFORMANCE REPORT

The FEQPR, as shown in **Appendix 15-1**, shall be accompanied with the FE IA Review Checklist, (see **Appendix 15-2**). The FEQPR is used to document the results of the IA Review evaluation by entering information into the database within five (5) working days after the IA Review. The evaluations will be based on the FE IA Review Checklist (See

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**Appendix 5-12).** The DFEO will keep and maintain these evaluations for a minimum of five (5) years.

## 15.11 SUSPENSIONS

Qualified IA Review Personnel will file an FEQPR with errors/strikes notated and the FE Level II qualified person shall be subject to the following actions per individual strike:

**1<sup>st</sup> Strike** Documented on the FEQPR and entered into the FEQPS database. Submit the report to the individual, supervisor, and the Resident Engineer (RE).

If a subsequent observation is documented satisfactory, in accordance with **Appendix 15.2**, “no additional strike” will be added. The first strike will remain in the FEQPS database for two years. If no other strikes occur during the two year period, the first strike will then be removed from the FEQPS database.

**2<sup>nd</sup> Strike** Documented on the FEQPR and entered into the FEQPS database. Submit the report to the individual, supervisor, the RE, and the SFEE.

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

If a subsequent observation is documented satisfactory, in accordance with **Appendix 15-2**, “no additional strike” will be added. The first and second strikes will remain in the FEQPS database for a two year period commencing on reporting of the second strike. If no other strikes occur within the two year period, the first and second strikes will then be removed from the FEQPS database.

**3<sup>rd</sup> Strike** Suspension of qualification: Should a 3<sup>rd</sup> strike be given and determined valid, within two (2) years from the 1<sup>st</sup> strike, the DFEM will discuss the matter with the DCE and inform the SFEE for initiating suspension of an individual’s FE Level II qualifications. This will be documented in the FEQPS database, and a copy sent to the CTQP by e-mail for entry into the CTQP database. The FEQPR will also be submitted to the individual, the supervisor, RE, DCE, and SFEE.

A suspension decision may be appealed by the individual to the SFEE. The SFEE will review the appeal and the resulting decision is final. The individual will not be able to perform FE Level II functions until re-qualification is attained. The individual must attend the FE Level II qualification course, and pass the written examination through the CTQP in order to become re-qualified. Once the individual passes the FE Level II course examination, all previous strikes will be removed from the FEQPS database. At that time, the individual will begin with a clean evaluation status until the next evaluation by the DFEO.

Note: In general, if the individual receives less than three (3) strikes within the two year limit, all strikes will be removed after the end of December of the second year.

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## APPENDIX 15-1

### FE QUALIFICATION PERFORMANCE REPORT

Employee Information

Independent Assurance Information

Employee Name (or): \_\_\_\_\_

Project #: \_\_\_\_\_

Employee TIN: \_\_\_\_\_

Date: \_\_\_\_\_

District: \_\_\_\_\_

Time: \_\_\_\_\_

Resident Office: \_\_\_\_\_

Location: \_\_\_\_\_

Attachments: \_\_\_\_\_

Areas Reviewed:

Earthwork: \_\_\_\_\_

Asphalt: \_\_\_\_\_

Concrete: \_\_\_\_\_

Penalties Assessed: \_\_\_\_\_

Contract Administration: \_\_\_\_\_

Assessment of deficiencies, \_\_\_\_\_

Adjustments & disposition of samples

Summary of Observation:

\_\_\_\_\_  
\_\_\_\_\_

The Discrepancy was: \_\_\_\_\_

If results were unsatisfactory, indicate action taken:

- 1st Action: results documented. (cc: Employee, and Resident Engineer (RE)).
- 2nd Action: results documented. (cc: Employee, RE, and District Final Estimates Manager (DFEM))
- 3rd Action: written summary of observations sent to Employee, District Construction Engineer (DCE), RE, and DFEM for disposition.

\_\_\_\_\_  
Independent Assurance Observer

\_\_\_\_\_  
Date

Original: Data entry Tallahassee

cc: See above      Other: \_\_\_\_\_

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## APPENDIX 15-2

### FINAL ESTIMATES INDEPENDENT ASSURANCE REVIEW CHECKLIST

#### DFEO CHECKLIST DURING CONSTRUCTION, POST CONSTRUCTION, AND CERTIFIED JOB

The criteria for DFEO checklist include:

I . Contract administration

II . Earthwork Items

III. Asphalt Items

IV . Concrete      a) Foundations (piling, drill shaft, etc.)

b) Substructure

c) Superstructure

V . Warranties



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## APPENDIX 15- 2 FINAL ESTIMATES INDEPENDENT ASSURANCE REVIEW CHECKLIST DFEO CONSTRUCTION CHECKLIST FOR IA

| ITEMS CHECKED  | References        | P | F | N/A | REMARKS |
|--|-------------------|---|---|-----|---------|
| <b>I. Contract Administration</b>  |                   |   |   |     |         |
| <b>a. Contract, Contract Plans , Special Provisions, etc. available</b>  | CPAM CH 5, R&AM   |   |   |     |         |
| <b>b. Plan Summary Boxes</b>   |                   |   |   |     |         |
| 1. Price adjustments applied and shown ; any additions/deletions   | Specifications    |   |   |     |         |
| 2. Final quantities summarized as they are completed   | CPAM CH 5         |   |   |     |         |
| 3. Cross-reference all data that supports the final quantity   | CPAM CH 5         |   |   |     |         |
| 4. Penalties assessed and shown  |                   |   |   |     |         |
| 5. Thickness adjustments applied and shown   | Specification 285 |   |   |     |         |
| 6. Method of payment verification (Plan Quantity, Final Measure, or Lump Sum)  |                   |   |   |     |         |
| 7. All Final Estimates documentation and back up in EDMS or Collaboration Site, as applicable.   |                   |   |   |     |         |
| <b>c. Final As-Built Plans</b>   |                   |   |   |     |         |
| 1. Updated as project progresses<br>a. All field revisions shown. Marked up in red font. All EOR revisions placed appropriately per Section 5.12 of CPAM.<br>b. Voided sheets identified and in the correct order. | CPAM CH 5         |   |   |     |         |
| 2. Bridge Plans:   |                   |   |   |     |         |
| a. Load Ratings recorded on appropriate forms and submitted with Plans   | CPAM CH 5         |   |   |     |         |
| b. Drill Shaft Inspection records submitted with Plans   | CPAM CH 5         |   |   |     |         |

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|   |                      |  |  |  |  |
|---|----------------------|--|--|--|--|
| c. Pile Driving Log folders certified and submitted with Plans  | CPAM CH 5            |  |  |  |  |
| <b>d. Contract Time:</b>  |                      |  |  |  |  |
| 1. All time extensions reflected on summary contract time   | CPAM CH 5            |  |  |  |  |
| 2. Overrun in contract time reflected in LDs/disincentive charged on monthly or progress estimate                                 | CPAM, Specifications |  |  |  |  |
| 3. Deduction made for late contract execution   | Specifications       |  |  |  |  |
| 4. Time charges summarized  |                      |  |  |  |  |
| <b>e. Contractor's Certifications Payment based on Certification of Quantities/Worksheets/Monthly Estimates received monthly:</b> |                      |  |  |  |  |
| 1. Bituminous Certification and/or Worksheets (All Projects)  |                      |  |  |  |  |
| 2. Fuel Worksheets (LS/DB Projects). For Conventional, done in Site Manager   |                      |  |  |  |  |
| 3. Asphalt quantity certifications, certified for each pay item (Conventional Projects). Worksheets turned in for LS/DB projects  |                      |  |  |  |  |
| 4. MOT Signs, etc. & Traffic Markings Certifications (Conventional Projects only)   |                      |  |  |  |  |
| 5. Traffic Marking Certification (Worksheet for Conventional & LS/DB Projects)  | CPAM CH 5            |  |  |  |  |
| 6. All other monthly certifications pertaining to the progress estimate and monthly payment                                       |                      |  |  |  |  |
| <b>f. Materials</b>   |                      |  |  |  |  |
| 1. Check all deficiencies, in Certification of Materials as they are turned in. (Have you addressed this on pay estimates?)       |                      |  |  |  |  |
| <b>II. Earthwork</b>  |                      |  |  |  |  |
| <b>a. Pre-construction work</b>   |                      |  |  |  |  |
| 1. If cross-section waiver requested, was it approved prior to clearing & grubbing?   |                      |  |  |  |  |

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|  |                           |  |  |  |
|--|---------------------------|--|--|--|
|  |                           |  |  |  |
| 2. Bench level loop performed and verified.  | CPAM CH 5                 |  |  |  |
| 3. Errors in vertical control data detected in the initial benchmark loop verification field notes with results forwarded to contractor?   |                           |  |  |  |
| 4. Has verification of original terrain line been recorded appropriately prior to any clearing & grubbing?   |                           |  |  |  |
| 5. Errors in cross-sections detected, and was contractor notified?   |                           |  |  |  |
| 6. If paying by truck measurements, has a list of trucks with their assigned numbers and their certified capacity been provided?   | Per Specs                 |  |  |  |
| <b>b. During Construction work:</b>  |                           |  |  |  |
| 1. Have all temporary benchmarks used during subsoil excavation been properly referenced using the Final Measurement Miscellaneous form? Is there any reference to the original Bench Mark (BM)? |                           |  |  |  |
| 2. If extra depth subsoil encountered and excavated, have calculations been made for accurate payment for additional material?   | CPAM CH 5, Specifications |  |  |  |
| 3. Is subsoil excavation that exceeds the limits of authorized excavation been paid for and explained for each occurrence?   |                           |  |  |  |
| <b>c. After Completion of Earthwork:</b>   |                           |  |  |  |
| 1. Have all adjustments to embankment due to subsoil excavation overruns or underruns been made?   |                           |  |  |  |
| 2. Have final measurements/counts been summarized, checked & documented on the appropriate Site-Source-Record?   |                           |  |  |  |
| 3. Have all changes to final earthwork been indicated on final plans, and/or cross-section plots   |                           |  |  |  |

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|   |                                     |  |  |  |
|---|-------------------------------------|--|--|--|
| _____ included?   |                                     |  |  |  |
| <b>III. Asphalt</b>   |                                     |  |  |  |
| <b>a. Conventional Projects</b>   |                                     |  |  |  |
| 1. Does the lot submittal package have all supporting documentation?  | CPAM CH 11                          |  |  |  |
| 2. Does the tonnage tickets match the Contractor's Quality Control reports?   |                                     |  |  |  |
| 3. Unit price adjustment for each composite pay factor percentage adjustment? Paid on the monthly estimate                    |                                     |  |  |  |
| 4. Asphalt Pay item paid per Specifications (up to 105% adjustments) made on the monthly estimate                             | Section 234, 285, 287, 334, 337,339 |  |  |  |
| 5. Have penalties been assessed?  | Specifications                      |  |  |  |
| 6. Roadway As-Built Pavement data form submitted appropriately into the Construction Automated Reporting System (CARS) System | CPAM CH 5                           |  |  |  |
| <b>b. Alternative Contracts (LS and DB)</b>   |                                     |  |  |  |
| 1. Is there a LOT Submittal Package for each adjustment to the lump sum price based on the composite pay factor worksheet?    |                                     |  |  |  |
| 2. Fuel & bituminous adjustments in accordance with Contract?   |                                     |  |  |  |
| 3. Are monthly payments shown on the Schedule Of Values (SOV)?  |                                     |  |  |  |
| 4. Spread Rate Adjustments up to 105% per Specifications?   |                                     |  |  |  |
| 5. Any Penalties? Have they been assessed per Specifications?   |                                     |  |  |  |
| <b>IV- Concrete (Foundations, Substructure, and Superstructure)</b>   |                                     |  |  |  |
| <b>a. Records</b>   |                                     |  |  |  |
| 1. Are low strength failure penalties calculated according to Contract?   |                                     |  |  |  |
| 2. Have adjustments to unit price been made?  |                                     |  |  |  |

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|   |                 |  |  |  |
|---|-----------------|--|--|--|
| <b>b. Piling verification:</b>  |                 |  |  |  |
| 1. Authorized pile lengths provided?  |                 |  |  |  |
| 2. Payments for performed holes, buildups, splices, re-drives, cutoffs, and set checks documented in pile driving records and related to payment according to specifications? |                 |  |  |  |
| <b>c. Drill Shafts</b>  |                 |  |  |  |
| 1. Contract Documents reviewed for applicable specifications related to payments?   |                 |  |  |  |
| <b>V - Warranties</b>   |                 |  |  |  |
| a. Asphalt pavement   | Section 337-338 |  |  |  |
| b. Bridge deck exp. joints, other bridge warranties   | Section 401     |  |  |  |
| c. Bearing devices  | Section 401     |  |  |  |
| d. Bridge electrical/ lighting system   | Section 401     |  |  |  |
| e. Coatings   | Section 401     |  |  |  |
| f. Concrete pavement  | Section 355     |  |  |  |
| g. Design Build warranty (complete project)   |                 |  |  |  |
| h. Bridge drainage system   | Section 401     |  |  |  |
| i. ITS warranty   |                 |  |  |  |
| j. Landscape installation   | Section 580     |  |  |  |
| k. Post construction warranty (add-on)  |                 |  |  |  |
| l. Traffic markings   | Section 707-713 |  |  |  |
| m. Performance turf   | Section 570     |  |  |  |
| n. Building warranties.   |                 |  |  |  |