

Section 5.11

FINAL ESTIMATES DOCUMENTS

5.11.1 Purpose

This procedure describes methods for the Resident Office (RO), both Department and Consultant Construction Engineering and Inspection (CCEI) staff, to use in processing progress and final estimates for payment in SiteManager. After the final plans, quantities, required construction documentation, and final measurements are verified per the ROs Quality Assurance (QA) plan, the final estimate is submitted to the Contractor for acceptance with the **Offer Letter**, and the **Final Estimate Documents** are submitted to the District Final Estimate Office (DFEO).

5.11.2 Authority

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

5.11.3 References

Sections [337.11](#), [337.16](#), [337.141\(4\)](#), [337.145](#), and [120.57](#), Florida Statutes (F.S.)

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

5.11.4 General

(A) Personnel Qualification

The person(s) responsible for preparing monthly and final estimates and submitting the **Final Estimate Documents** to the DFEO shall be Construction Training Qualification Program (CTQP) Final Estimate Level II qualified. See the [State Construction Training website](#) for more information.

(B) Quality Assurance

The person(s) responsible for preparing and submitting the **Final Estimate Documents** shall abide by the quality assurance requirements of **CPAM Section 3.5** and the Consultant Construction Engineering and Inspection Scope of Service requirements (when applicable).

(C) Document Submittal

Documents required to close out a project will vary from project to project. It is the responsibility of the Project Administrator (PA)/District Final Estimates Manager (DFEM) to check the Contract and **Specifications** requirements to ensure that all essential **Final Estimate Documents** are submitted and complete.

- (1) The initial notification and collection of required documents is the responsibility of the PA. Any outstanding Contractor documents must be requested from the Contractor with instructions to forward them to the District Final Estimates Office (DFEO) (see [Attachment 5-11-1](#) for **Notice of Outstanding Documents**) prior to submitting the **Offer Letter** to the Contractor.
- (2) Prompt review and approval of the documents submitted by the Contractor are very important steps in contract closure. Ultimately, the 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. When complete documents are received by the Department, the payment clock begins and interest can be assessed on monies due if a delay is experienced in the final payment of the contract.
- (3) The Contractor shall use the official forms provided by the Department for each required document. Return any other forms the Contractor may attempt to use within twenty (20) days of receipt with a notification stating that the submitted forms are unacceptable, and request that the Contractor execute the documents on the official forms provided by the Department. Include copies of the official forms.
- (4) The time of receipt is the time the intended recipient acquired the document. If any e-mail or electronic document is received after 5:00 PM Eastern Standard Time (EST) [4:00 PM Central Standard Time (CST)], the document will be considered as received the next business day.

5.11.5 Progress Estimates

Monthly progress estimates are prepared and submitted for each project underway as determined by each District, by no later than the first Tuesday following the Sunday cutoff each month. Dates may be adjusted in some situations to allow for holidays and the end of the fiscal year. It is necessary that all progress estimates be received in the Office of the Comptroller, Disbursement Operations, no later than 8:00 a.m. on the fifth working

day (Friday) after the cutoff date. Cutoff estimate dates are located on the Construction website at the following link:

<http://www.fdot.gov/construction/CONSTADM/EstimatesCutOff.shtm>

The monthly progress estimate is prepared to show the quantity increases (sometimes decreases) for all items completed, underway, or stockpiled for use on the project. For items underway, the estimate of work completed is accomplished by using the Items **Eligible for Partial Payment by Contract** report in the PayItem Tracking System (PTS). (The generic report link is available in **Section 5.11.5(C)**.) Partial payment for stockpiled material, when requested by the Contractor, will be in accordance with **Section 5.11.5(C)**.

A certification by the contractor that subcontractors and suppliers of material and equipment have been paid their proportionate share from the last progress payment is required each month. This is required in **Specifications Section 9-5.6** and shall be explained at the preconstruction conference.

A special effort must be made to see that all items that require **Certification of Quantities** from the Contractor be paid on a progress estimate prior to the final estimate. This will ensure that the subcontractors are paid in a timely manner.

Any bonus or incentive payments should be paid as soon as practical and can be paid by a progress estimate up to and including the final estimate. It is incumbent on the responsible RO personnel to notify the DFEO of any incentive payments due the Contractor in order for the encumbrance process to be made.

After final acceptance of the work, progress estimates may be processed to pay any remaining work items, and any bonus or incentive payments on the contract in accordance with the **Specifications**. This will help ensure the **Offer of Final Payment** will be a zero amount due, when possible.

The Resident Office will enter quantity changes into SiteManager via the PayItem Tracking System (PTS).

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

(A) Contractor Certifications

(1) Contractor's Affidavit Vehicle Registration, Form 700-010-52

The Contractor is required to furnish an affidavit before any progress payments are made stating that all motor vehicles operated or caused to be operated on the project are registered in Florida. Progress payments will be withheld if this document is not received. Only the prime Contractor is required to provide this certification on a one-time basis at the beginning of the project.

(2) Construction Compliance with Specifications and Plans, Form 700-020-02

This form states that all Quality Control functions and all Quality Control sampling and test results are in substantial compliance with the pertinent specification requirements. Any outstanding issues or exceptions are listed on this form. This form is required each month prior to estimate submittal and a final version documenting all exceptions is required before the final estimate can be processed.

If the PA has not received these certifications in time to send them with the estimate to the District Office, the estimate will not be forwarded. The certification is not required if a contract doesn't have any materials that require Contractor Quality Control per Specifications Section 105.

NOTE: The Contractor must submit **Form 700-020-02** marked as Final to process the final estimate. It must indicate the entire contract duration and detail all exceptions to Contractor Quality Control sampling and testing as required by the Plans and **Specifications**.

(3) Certification Disbursement of Previous Periodic Payment to Subcontractors, Form 700-010-38

This form states that the subcontractors have been paid their proportionate share from the last progress payment. The Contractor is required to submit this form each month prior to estimate submittal; except for the first estimate since there is no previous payment to disburse. If this certification is routinely late, then non-compliance letters should be issued and sent to the contractor.

NOTE: The *Certification Disbursement of Previous Periodic Payment to Subcontractors, Form 700-010-38*, is not needed to process the final estimate, since *Form 21-A* contains essentially the same certification and is required for project closeout.

(4) Quantity Certifications

See *CPAM Section 5.14* for more information.

(B) Roadway and Bridge Daily Work Report (DWR)

The *Daily Work Report (DWR)* within SiteManager is used on each project. It is a recordation of events, data, occurrences, instructions, situations, circumstances, and work performed each day during a construction project. Data is collected on every phase of work performed by a Contractor, Subcontractor, or Utility Company. Recorded information must be clear, detailed, accurate, complete, and objective. Anyone reading the project DWR should be able to comprehend the project status and determine the work performed.

NOTE: The *Daily Report of Construction, Form 700-010-13*, also known as “the Diary” is still used for Construction Projects that are not in SiteManager, such as Public-Private Partnership (P3) contracts, Short Duration Emergency contracts, and Local Agency Program (LAP) contracts.

It is mandatory that documentation be maintained to justify quantity increases (sometimes decreases) for the monthly progress estimates. The use of these reports will prove to be helpful and may be considered adequate documentation; however, any method that provides complete and accurate records of pay quantity changes is acceptable.

The reports are not to be considered for final payment purposes when reflecting quantities. Quantities that appear on the DWR are typically not recorded with appropriate computations and measurements at the site and are crudely done with no intent for final payment. Most often these entries will be duplications of past entries. Therefore, actual quantities for final payment purposes shall be entered in the PayItem Tracking System (PTS) and recorded on the appropriate *Field Records* or backup documentation (such as spreadsheets) with actual measurements, dimensions, and computations to substantiate the payments.

NOTE: For detailed instructions on completion of the DWR, see *CPAM Section 5.1*.

(C) Payment for Stockpile Material

Partial payments will be allowed for new materials that will be permanently incorporated into the project and that are stockpiled on the project, in approved locations in the vicinity of the project, and in approved locations remote from the project. Partial payments must be made in accordance with ***Specifications Section 9-5*** and the pay items shown here:

PAY ITEMS ELIGIBLE FOR PARTIAL PAYMENT

This procedure and ***Certification and Request for Payment for Stockpiled Materials, Form 700 010 42***, shall be explained at all preconstruction conferences. Partial payments will be controlled by the following provisions in addition to the specifications:

(1) Certification and Request for Payment for Stockpiled Materials

Prior to any payment for materials being included in a progress estimate, a ***Certification and Request for Payment for Stockpiled Materials, Form 700 010 42***, executed by a person employed by the prime contractor in a supervisory capacity, and all accompanying invoices must be in the project records. The request for partial payment for materials stockpiled off site shall be submitted in a timely manner. Payment for such items is to be based on the invoice price including delivery charges for delivered materials. The certification/request form must contain verification from the vendor that the material has been fabricated for specific use on the project; the material meets all the contract requirements, and is properly stored in a secured manner for the sole use of the prime contractor and the specified project.

(2) Location of Stockpiled Materials

Most of the materials eligible for partial payment will be stockpiled "in the vicinity of the project." Fabricated structural steel, precast pre-stressed elements, precast drainage structures and any other items specified in the special provisions may be stockpiled at approved locations other than "in the vicinity of the project."

"In the vicinity of the project" is defined as a location readily accessible to the PA or other designated Department representative for verification of quantities and periodic review to ascertain that materials are reserved for exclusive use of the projects under which payment is made.

All materials must be stockpiled in a manner such that it is readily discernible that such materials are being reserved for exclusive use of

the project under which payment is requested. An aggregate for use in asphalt mixes or Portland cement concrete pavement must be in a stockpile set aside for exclusive use in producing mix for Department projects. If a stockpile contains material for more than one Department project, a control procedure submitted by the Contractor and approved by the Engineer/Administrator must be established to properly allocate costs between projects.

(3) Verification of Stockpiled Materials

Prior to entering payment for stockpiled material on a progress estimate, the PA must verify that the quantity of material for which the Contractor has requested payment is in fact stockpiled at the location designated. For aggregates, measurements, calculations, or documented observations to approximate the quantity of material in each stockpile must be made.

If a material is stockpiled at a precast yard or structural steel fabrication plant, verification may be by a written statement from the Department's representative at that facility.

The PA, prior to submitting each progress estimate, must verify that materials for which payment has been made on earlier progress estimates remain stockpiled as designated and stored in a manner so as to prevent deterioration and damage or have been incorporated in the project. As stockpiled materials are incorporated into the project, the PA must adjust payments accordingly.

(4) Materials Certification

The PA must ascertain prior to payment that the materials for which payment is requested comply with applicable specifications. Material invoices that are used to determine the amount of partial payment for fabricated structural steel materials shall have attached with the invoice test data showing approval and compliance with the specifications. The test data and the invoice shall contain identifying mark numbers and weights for each fabricated component as detailed on approved shop drawings together with the price per pound and the total amount of the invoice. Invoices that are submitted without the information described shall not be used as a basis of partial payment.

(5) Proof of Payment

The Prime Contractor must provide proof of payment to its subcontractors and vendors before the next estimate after the partial payment is initially made.

A certification by the Contractor that it has paid its subcontractors their proportionate share from the last progress payment, as defined in **CPAM Section 5.11.5(A)(3), Certification Disbursement of Previous Periodic Payment to Subcontractors, Form 700 010 38**, is acceptable for this action.

(6) Documentation

Project files shall include a separate section for payments of stockpiled materials. The stockpiled materials file shall include all information on the material being stockpiled; i.e., name and address of supplier; how material was verified and eligible for payment including the place, date, and the individual who has examined the stockpiled materials; how records are maintained and adjusted as stockpiled materials are incorporated into the project; calculations on how payments for materials are determined, calculations should also indicate which is stockpiled and which is installed materials; invoices for pre-stressed products and structural steel must include the pay item numbers; and inspector's identification numbers or stamp; and paid invoices and other documents as may be required by this procedure.

(D) Retainage

Retainage shall be in accordance with **Specifications Section 9-5**. Some contracts may have special provision requirements, which change the standard schedule (10%).

(1) Calculating Retainage:

Apply all adjustments (Fuel & Bit, CPF, Liquidated Damages, etc.) except retainage to the estimate in SiteManager, and run the SiteManager Pay Estimate Report (previously known as the TSO estimate). Take the Amount Payable under the "CHANGE THIS ESTIMATE" column, move the decimal point two (2) places to the left (10%), and round to the nearest penny. This is the amount of retainage to withhold. Go back to any project with earnings and apply the Retainage as a Contract Adjustment, and process the estimate again.

(E) Liquidated Damages

When the Contract time is exceeded, liquidated damages must be withheld from the contractor. The contractor is charged for the defaulting days, which are the calendar days between expiration of the present contract time and the cut-off date of the estimate. This amount is to be calculated and entered on the estimate worksheet. For multi-job contracts, liquidated damages will be pro-rated between jobs based on the original contract amount.

When **Supplemental Agreements** and time extensions are pending that would add sufficient contract time so that the contract time is not exceeded, liquidated damages may not be assessed pending execution of these instruments.

5.11.6 Final Estimate

After the final quantities are paid on the last progress estimate, the final estimate will be processed in SiteManager using a progress estimate with final approval level set as **Electronic Estimate Distribution (EED) Finals**. This estimate should be zero, when possible, except for the case of overpayment, it will be negative. The RO will include the final estimate SiteManager Pay Estimate Report (previously known as the TSO estimate) with the **Offer Letter**.

NOTE: When an estimate is processed in SiteManager using the *Final* type radio button (pictured below), the system will not allow additional changes and will close out the project. **BE SURE YOUR QUANTITIES ARE CORRECT AND ALL ISSUES ARE RESOLVED BEFORE PROCESSING THE FINAL ESTIMATE.**

The screenshot shows a software interface for generating an estimate. At the top right, there are two input fields: "Last Estimate Number:" and "Generate Estimate Number:". Below these are two sections: "Date" and "Type". The "Date" section has "Begin:" and "End:" fields, both containing "00/00/0000". Below the date fields is a calendar view for "January 1900" with days "S M T W T F S" and navigation arrows at the bottom. The "Type" section has three radio buttons: "Progress" (which is selected and highlighted with a red box), "Final" (which is crossed out with a red line), and "Supplemental". Below the "Type" section is a checkbox labeled "Delay Generation" which is currently unchecked.

(A) Verification of the Final Estimate

The RO should verify that all entries for each pay item in the Contract are shown on each Summary of Quantities sheet in the ***Final As-Built Plans***. The final quantities shall be cross referenced to the ***Pay Item Summary & Certification Sheet*** generated from SiteManager in Ad-Hoc after the final estimate is generated.

The final quantities and payment shall include:

- (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 and the following applied when appropriate:
 - (a) The appropriate liquidated damage dollar amounts on federal aid and non-federal aid projects.
 - (b) Any incentive/disincentive amounts.
- (6) All other contract specific payments and adjustments.

The RO shall review the total effect of claim settlements, liquidated damages, pay adjustments, penalties, and line item and contract adjustments to ensure that duplicate payments are not made.

NOTE: Items requiring a Certification of Quantities to be provided by the Contractor shall be reviewed by the RO. The RO will use reasonable investigation during the estimate period, to ensure 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 will not be held responsible for these quantities in the ***Certified Final Estimate Documents***.

(B) Retainage Reduction

Issuance of a progress estimate to reduce retainage to \$1,000 is subject to the following provisions:

- (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 **Specifications Section 9-5**.
- (2) All submittals required by the Contract, such as invoices, EEO reports, materials certifications, certification of materials procured (excluding Contractor's letter of acceptance of final amount due and **Form 21-A** release), have been received. When retainage is reduced, include the District Construction Engineer (DCE) and the District Final Estimate Manager (DFEM) on the correspondence.

5.11.7 Offer Letter

Within 30 days of Final Acceptance and 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 (i.e. list pending Supplemental Agreement numbers, not all items within it, or list pay item numbers waiting for certification) with the **Offer Letter**.

There are two versions of the **Offer Letter**. An **Offer of Final Payment** or a **Request for Refund** letter (see [Attachment 5-11-2](#), **Letters 5-11-1** through **5-11-6**).

- (1) The **Offer of Final Payment** letter is issued when the Contractor is offered a positive, preferably zero, final amount due.
- (2) The **Request for Refund** letter is issued when the Contractor has been overpaid and is offered a negative amount due. The letter will request the Contractor to write the Department a check in the amount overpaid.

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

The following guidelines will be followed:

- (1) CCEI will follow procedures as outlined in the Scope of Services and shall utilize its company letterhead for the **Offer Letter**.
- (2) All in-house personnel will use Department letterhead for the **Offer Letter**.
- (3) The **Offer Letter** shall be submitted to the DFEO for review and approval prior to sending to the Contractor. The **Offer Letter** for Public Private Partnerships (P3) contracts will include the Final Payment Schedule (provided by the Office of Comptroller during DFEO review) and be approved by State Final Estimates Engineer prior to submission to the Contractor.
- (4) The **Offer Letter** shall be sent electronically to the Contractor with electronic read and delivery receipt requested, so that a record is made of the Contractor's receipt of the **Offer Letter**. The DFEO shall be included on all correspondence regarding the **Offer Letter** and read/delivery receipts.
- (5) 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 email address and name of the DFEM.
- (6) Send the **Offer Letter** to the following interested parties:
 - (a) Surety Company (Surety)
 - (b) Accounts Receivable (AR) Administrator in the Office of Comptroller General Accounting Office (OOC-GAO) when the **Offer Letter** is a **Request for Refund**.
 - (c) SMO when the Materials Certification has not been received by the DFEO with all exceptions acceptably resolved.
- (7) The first section of the **Offer Letter** 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.

- (8) The next section of the **Offer Letter** is the request for the documents necessary to close the contract that have not previously been submitted by the Contractor. The following is a list of the documents:
 - (a) **Acceptance Letter.** There are two types of acceptance letters: one for a **Regular Acceptance** and one for a **Qualified Acceptance**. The **Acceptance Letter** shall be executed by the Contractor. (See [Attachment 5-11-2](#), **Letters 5-11-7** and **5-11-8**.)
 - (b) **Contractor's Affidavit and Surety Consent (21-A), Form 700-050-21**
 - (c) **Construction Compliance with Specifications and Plans, Form 700-020-02**
 - (d) Any wage rate requirements.
 - (e) Any mill tests and analysis reports needed to complete testing requirements on the contract.
 - (f) As-built drawings and certified surveys
 - (g) Any other contract specific documents, the Contractor is required to turn over to the Department prior to the conclusion of the contract, including material tickets needed to calculate final payment and warranty documents.
- (9) If there are unprocessed estimates in EED, the RO should notify the DFEO. These estimate amounts need to be reflected on the Offer Letter to the Contractor.
- (10) Attached to the **Offer Letter** will be the SiteManager Pay Estimate Report (previously known as the TSO estimate) final estimate, **Acceptance Letter**, contractor survey, and other contract appropriate documentation.

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 per *Special Provision Specifications Section 8-13.1*. Collection of this waiver letter is critical to determine whether the Contractor is eligible for the bonus payment.

5.11.8 Certified Final Estimate Documents

(A) Final Plans and Estimate Transmittal Form

Upon completion of a contract, all **Final Estimate Documents** must be submitted by the RO to the DFEO within 30 days of Final Acceptance. The **Final Plans and Estimate Transmittal, Form 700-050-20** is used to document the items submitted including, but not be limited to, the following: a tabulation of the **Final As-Built Plans, Field Records**, and other required documents showing the title and general description of the contents of each item, as well as:

- (1) Pending **Supplemental Agreements** which have not been submitted to the District Office (include information as to the scope, the approximate cost and the additional contract time involved and the **Agreement**.)
- (2) Any unresolved claims which may be pending at the time the estimate is submitted.

(B) Documentation of Contract Time

Maintain the documentation of all contract time changes occurring during the life of the contract in EDMS. The documentation shall contain the following:

- (1) Notice to Proceed Letter (NTP)

The NTP is prepared in letter form and is sent via e-mail by the appropriate District Construction Office to the Contractor. The NTP notifies the Contractor to begin work on the project in keeping with the time limitations stipulated in the Contract Documents. This letter is to be included as part of the Contract Time folder. (See [Attachment 5-11-2, Letter 5-11-12](#))

- (2) All letters granting an extension of contract time.
- (3) Any executed or pending **Supplemental Agreements, Work Orders, or Unilateral Payments** that affect contract time (Do not include backup documentation for these documents in the time file).
- (4) Any other documents such as court orders, takeover agreements that affect contract time.
- (5) Ensure the time summary included on **Form 700-050-28** shows the correct accounting of the contract time, both state and federal aid,

including the original contract time, the time added by each supplemental agreement, time extension, and any other documents affecting contract time.

(6) Notice of Project Beginning Memo

(a) This notice document is sent by the appropriate Resident Office as a memo to the DCE (copy contractor and the District's distribution list). It notes the first chargeable day, the first actual day of work, and the contract duration of the project. (See [Attachment 5-11-2](#), *Letter 5-11-11*.)

(7) Final Acceptance Letter

(a) This Letter is sent by the appropriate Resident Office to the Contractor and should include the final acceptance date, actual contract time used, and any warranties and length of warranties associated with the contract.

NOTE: EACH DOCUMENT REQUIRED UNDER THIS SECTION SHOULD CONTAIN THE BREAKDOWN OF FEDERAL AID PARTICIPATION AND THE ACTION TAKEN BY THAT DOCUMENT. In the event that a response has not been received on all FHWA Projects of Corporate Interest and on those FHWA projects governed by project specific, projects of Division Interest (PoDI) plan, wherein FHWA has retained responsibility for the determination of FHWA participation and certification acceptance projects, a District's request shall be submitted and included in the time folder. The DFEM shall follow up on the status of the participation request.

On FHWA PoDIs which are not governed by a project specific PoDI plan wherein FHWA has retained responsibility for the determination of FHWA participation, the DCE has the responsibility of determining and approving federal aid participation in time changes, therefore all item-changing documents on this type of project must show the breakdown of federal aid participation.

(C) Explanations of Overruns and Underruns

An explanation of variations between the designer's original estimated quantities and the construction final quantities must be made. **This is a very important document. It is suggested the PA prepare it.** When these variations have been properly researched, accurate explanations can be made. These explanations are manually entered for items that have significant overruns or underruns and in the order the items are shown on the contract.

- (1) Items paid under Final Measure Quantity, Plan Quantity or Lump Sum Concept that have no change or have changes which are not significant need not be explained on the overruns and underruns document. A change is considered significant when its dollar value exceeds \$10,000.
- (2) Deviation of Plan Dimensions by the Contractor equaling the aggregate change of \$10,000.00 must be explained on the overruns and underruns document.

The PA will generate an **Over Runs - Under Run Report** located on the Estimates Tab of the Statewide Construction Dashboard, which can be found on the State Construction Office's Internal Website, under the "Ad-Hoc Report System". Export the file to a Microsoft Excel or Word document and save this report to a hard drive. When the report is opened in Excel or Word, the PA can edit the document to provide the justifications needed. The report will generate all pay items on a project, but one cannot edit a report in the Construction Dashboard System. [Attachment 5-11-3](#) shows an example of an **Over Runs - Under Runs Report** exported to Excel and edited to comply with the current requirements below.

Guidelines for documenting and submitting explanations of overruns and underruns:

- (a) Each contract item's overrun/underrun shall be summarized from the brief notes and remarks recorded in the Plan Summary Box at the time the final quantities are calculated.
- (b) Explanations for Federal Aid participating and non-participating items shall be shown separately.
- (c) Contracts that include more than one job will have the overrun and underrun explanations broken down for each job.
- (d) **Supplemental Agreements** that alter the original plan quantities more than \$10,000.00 should be tabulated as explanations of overruns and underruns for the appropriate items.
- (e) Initial Contingency Pay Items shall be explained with the descriptions of each **Work Order** written against the initial Contingency Pay Item.
- (f) **Contingency Supplemental Agreements (CSA)** added to the contract to provide additional funding for unforeseen additional

work shall be explained with the descriptions of each **Work Order** written against each **CSA**.

- (g) These explanations are to be submitted with the **Final Estimate Documents**. The DFEM will submit to the Federal Highway Administration (FHWA) on all FHWA Projects of Corporate Interest and on those FHWA Projects of Division Interest (PoDI) when identified in the project specific PoDI plan.
- (h) Final quantities are subject to change during the checking of the final estimate. This may also necessitate a change or correction in the explanation of an overrun or underrun. Therefore, the original electronic version sent to the DFEM shall be plainly marked as tentative.

NOTE: Net overruns to existing pay items may be funded once a contract expends 75% of the original contract amount. Requests for additional funding must be based on reviewing the project and estimating the overruns. See **CPAM Section 6.2** and **CPAM Section 7.3.6.4** that covers this process.

(D) Final Estimates Office Record of Final Plans and Documents

The **Final Estimates Office Record of Final Plans and Documents, Form 700-050-28** was developed to aid in organizing and completing the transmittal packages. The RO's project personnel are responsible for initiating this form for all **Final Estimate Documents**. This form is generated by accessing the Department's **Final Estimate Status** application located on the **Construction Automated Reporting System (CARS)** menu, which is found on the Construction Office's internal website. The majority of items below will be populated automatically within the form (provided the information is input properly into SiteManager). If data is incorrect or errors are found, the PA can make corrections in SiteManager.

- (1) Financial Project ID, Contract ID, Contract Type, FDOT Specifications Year, Federal Aid Project Number(s), County(ies), Road Number(s), Name(s) of Contractor(s), Name of Surety, District Engineer and RE/PA.
- (2) Contract Time shown in calendar days with Federal Aid Participation noted, including; Granted Days, Time Extensions, Calendar Days Allowed, Calendar Days Elapsed, Calendar Days Overrun or Underrun, and associated liquidated damages, penalties and/or incentive dollar amounts (if applicable).

- (3) Supplemental Agreements (SAs)/Work Orders, Contingency SAs and a statement of Contract Monies.
- (4) Other dates such as Plans Received, Certification of Compliance with Specifications & Plans, Certification of Materials, Notification of Findings Letter(s), Acceptance Letter(s), Overpayment Letter, etc. will be input as they occur and such items as these will be filled out by the DFEO.

The RO will be responsible for inputting additional information that is not automatically generated by SiteManager including but not limited to the Resident Engineer, CCEI company name and any adjustments to the contract time. Once all information has been completed the DFEO will “validate” this form which then is automatically transferred to EDMS for retention.

(E) Job Correspondence

All correspondence related to Final Estimates and/or final pay quantities on each project and maintained by the PA or Resident Office (RO) shall be submitted along with the **Final Estimate Documents**. Each document must be entered into EDMS. Documents used to substantiate a final pay quantity will be referenced by EDMS document number where appropriate (i.e. **Final As-Built Plans**, Pay Item Summary and Certification, and Final Plans and Estimate Transmittal).

All pertinent correspondence that is received by the PA after the **Final Estimate Documents** are turned in shall be forwarded to the DFEO for inclusion in with the Job Correspondence submittal folder.

5.11.9 Notification of Findings

If the DFEO finds discrepancies or errors in the final estimate during the Post Audit Review (PAR), the contractor will be sent a **Notification of Findings (NOF)** detailing the changes. The Contractor has a right to accept or reject any or all of the changes listed in the NOF.

The Senior Project Engineer and PA shall be contacted and given the chance to answer the PAR findings (monetary and/or procedural). The response will detail corrections to improve the Final Estimates Process in a positive manner.

NOTE: If an overpayment is found based on the PAR, the **CEI** responsible for that contract is responsible for recovering the funds due the Department.

5.11.10 Offsetting Payments

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.

(A) District Authorization

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

- (1) The DCE/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 estimated payments to the Contractor.
- (2) The DCE/DFEM will coordinate with the Office of General Counsel assuring that the Department's intent of recovery is the result of a bona fide judgment, settlement, arbitration order, or final adjudication determining the amount due the Department, and that intent of recovery excludes amounts owed by the Contractor to subcontractors, suppliers, and laborers due to the performance of that contract.
- (3) The DCE/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 and the reasons for which the Department seeks reimbursement, and that receipt of payment by the Department will be due within 60 days from receipt of said notice by the Contractor or the Department will seek reimbursement as per **Section 337.145, F.S.**
- (4) If the Department does not receive payment within 60 days, the DCE/DFEM will notify the State Construction Engineer.

(B) Donor Contract

The State Construction Engineer, in consultation with the appropriate District Construction Engineer, will identify another contract (herein known as the Donor Contract) from which recovery of funds can be offset from payments due the Contractor.

The State Construction Engineer will notify the Comptroller's Office on the Donor Contract selected with ***Memorandum of Overpayment, Form 700 010 31***.

The Office of the Comptroller will review the selected Donor Contract for compatibility of FHWA funding. The Office of the Comptroller will withhold offsetting payments from payments due the Contractor on a Donor Contract, if necessary. Other legal means will be used if there is no Donor Contract identified.


5.11.11 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 <mailto:dotclaims.review@dot.state.fl.us>. (See [Attachment 5-11-2](#) for Sample ***Letters 5-11-9*** and ***5-11-10*** following this Chapter). To assist Department employees in processing and forwarding such claims, the Office of the General Counsel has developed ***General Liability Claim Procedure 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. This procedure may be obtained from the Office of General Counsel.

5.11.12 Attachments

- [Attachment 5-11-1](#) Notice of Outstanding Documents
- [Attachment 5-11-2](#) Final Estimates Boilerplate Letters
- [Attachment 5-11-3](#) Explanation of Overruns and Underruns

Attachment 5-11-1 Notice of Outstanding Documents



Florida Department of Transportation
605 Suwannee Street
Tallahassee, FL 32399-0450

RICK SCOTT
GOVERNOR

MIKE DEW
SECRETARY

August 1, 2017

Mr. Contractor, Inc.
2000 Sunshine Lane
Any Town, Florida 32308

RE:
Federal Aid Project Number: MY-M-6234(8)
Financial Project ID: 1979341 52 02
Contract Number: T3103
County: Leon

Gentlemen:

Before the final estimate can be finalized, and the offer made to you, the following information, as required in Section 9-8.1 of the Specifications, must be submitted to this office.

1. Mill Test and Analysis Report;
2. Federal Wage Rate Affidavit
3. Construction Compliance with Specifications and Plans Certification Form

Your cooperation in quickly submitting any outstanding documents will expedite the processing of closing out this contract.

Very Truly Yours,
J. C. Long
J. C. Long
Resident Office

KB/sy

Attachment 5-11-2 Boilerplate Letters

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

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

OFFER LETTERS:

Offers of Final Payment

Letter 5-11-1	Offer of Final Payment (Single Project)
Letter 5-11-2	Offer of Final Payment(Single Project - DB-Finance & Build Finance Projects ONLY)
Letter 5-11-3	Offer of Final Payment (Multiple Projects)
Letter 5-11-4	Offer of Final Payment(Multiple Projects - DB-Finance & Build Finance Projects ONLY)

Requests for Refund

Letter 5-11-5	Request for Refund (Single Project)
Letter 5-11-6	Request for Refund (Multiple Projects)

ACCEPTANCE LETTERS:

Letter 5-11-7	Regular Acceptance
Letter 5-11-8	Qualified Acceptance

GENERAL LIABILITY CLAIM LETTERS:

Letter 5-11-9	Acknowledge Property Damage Claim
Letter 5-11-10	Notification to Contractor of Property Damage Claim

TIME NOTICE LETTERS:

Letter 5-11-11	Notice of Project Beginning Memo
Letter 5-11-12	Notice to Proceed

Attachment 5-11-3 Explanation of Overruns and Underruns

Contract ID: T2513
Proj. ID: 42975125201
Managing District: 02
FAP No.: 29553071

Proj. ID: 42975125201

ITM_CD	Desc	UntMea	OrgQty	InstQty	QtyPaid	AmtPaid	SA Amt	UntPri	Chg In Qty	Qty%	ChgInAmt
0110 4	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	1391.000	802.000	802.000	19,248.00	.00	24.00	-589.00	-42.34	-14,136.00

Explanation: The underrun was a result of removing only the necessary amount of existing slope pavement to construct the concrete gravity wall. All removal areas were field measures and documented on lat/dat sheets.

0334 1 13 C	SUPERPAVE ASPHALTIC CONC, TRAFFIC	TN	4891.200	4217.800	4217.800	430,215.60	.00	102.00	-673.40	-13.77	-68,686.80
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Explanation: The underrun was a result of placing the overbuild asphalt necessary to correct the cross slopes on SR-208 and the adjacent ramps as depicted in the Contract plans.

0337 7 43	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-12.5,	TN	2515.900	2637.000	2637.000	316,440.00	.00	120.00	121.10	4.81	14,532.00
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Explanation: The overrun was a result of placing the friction course as depicted in the Contract plans and within the allowable spread rate tolerances of up to 105% of the project average spread rate target.