

Chapter 3 DOCUMENTS

3.1 PURPOSE

This procedure provides a uniform standard for processing progress payments to the contractors and summarizes the legal documents, affidavits, and other documents required for the preparation, checking and payment of final estimates.

3.2 AUTHORITY

Section 337.11(10) Florida Statutes (F.S.), Section 337.145(1) and (2) F.S. Section 334.044(2-30) F.S., Section 334.048(3) F.S., Section 9-6.5 -Standard Specifications for Road and Bridge Construction.

3.3 GENERAL

Progress estimates will be prepared and submitted monthly for each project to determine the amount payable to the contractor. Certification by the contractor that he has paid his subcontractors and suppliers of material and equipment their proportionate share from the last progress payment is required each month. This is required in **Section 9-6.7** of the **Standard Specifications** and shall be explained at the preconstruction conference.

The documents required to close out a final estimate will vary from project to project. It is the responsibility of the Project Engineer (PE)/District Final Estimates Engineer (DFEE) to check the Contract and Specification requirements to ascertain that each final estimate package is complete with all essential documents. Any outstanding Contractor documents must be requested from the Contractor with instructions to forward them to the District Final Estimates Office (DFEO). ([See Figure No. 3-1](#))

It is the PE's/DFEO's responsibility to inform the Contractor of the Department's required documents to complete the contract payment. When these documents are received by the Department or its designee, they can generate interest on monies due if a delay is experienced in the final payment of the contract. All contract documents are to be time/date stamped when received by the Department or its designee.

3.3.1 Time of Submittal

Monthly progress estimates will be prepared and submitted for each project underway as determined by each District but 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

1 ~~Page 2 of 27~~ Comptroller, Disbursement Operations, no later than 8:00 a.m. on the fifth
2 working day (Friday) after the cutoff date.

3 **3.3.2 Preparation of Estimate**

4 The monthly progress estimate will be prepared to show the quantity increases (sometimes
5 decreases) for all items completed, underway or stockpiled for use on the project. For
6 items underway, the estimate of work completed will be done using the standard basis for
7 estimating pay quantities as shown in the **Standard Basis for Estimating Pay Items,**
8 **(Attachment 3-2-1).** Field measurements must be taken and percent completion
9 calculated for each separate segment of a pay item. Partial payment for stockpiled
10 material, when requested by the contractor, will be in accordance with **Section 3.16** of **this**
11 **this the CPAM Manual.**

12 It is mandatory that documentation be maintained to justify the quantity increases
13 (sometimes decreases) for the monthly progress estimates. The use of the inspector's
14 daily report of construction on weekly estimate worksheets or daily ledger will prove to be
15 helpful and may be considered adequate documentation; –however, any method that
16 provides complete and accurate records of pay quantity changes is acceptable.

17 When there is Federal Aid participation in only a portion of the quantity for a contract pay
18 item, the item will appear twice on the worksheet. It is necessary for the plan quantity,
19 previous quantity, this estimate quantity, and total quantity to date to be properly broken
20 down as to Federal Aid participation and Non-Federal Aid participation. It is imperative that
21 a quantity in the "Total To Date" column be entered on both lines. If the quantity is zero,
22 then enter a zero. **DO NOT LEAVE BLANK!**

23 **3.3.3 Retainage**

24 Retainage shall be in accordance with **Section 9-5** of the **Standard Specifications.** Some
25 contracts may have special provision requirements, which change the standard schedule.

26 **3.3.4 Liquidated Damages**

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

32 When supplemental agreements and time extensions are pending that would add sufficient
33 contract time so that the contract time is not exceeded, liquidated damages may not be
34 assessed pending execution of these instruments.

35 **3.2.6 Requirements for DBE Subcontractors**

1 ~~When DBE subcontractors are involved, a special **DBE Payment Certification, Form No.**~~
2 ~~**275-020-001, (Attachment 3-2-3),** is required for verification of contractor payment. The~~
3 ~~form is a part of the **Equal Opportunity Contract Administration Manual**. This executed~~
4 ~~sworn DBE payment certification form will be obtained from the DBE within ten days of any~~
5 ~~payment by the contractor. Relevant invoices from the DBE are to be included with the~~
6 ~~certification.~~

7 **3.4 FORMS, AFFIDAVITS AND RECORDS**

8 | The following is a summary of the more prevalent forms, affidavits and records -necessary
9 to prepare and process the final estimate for payment:

10 **3.4.1 Notice to Proceed**

11
12 This notice is in letter form and is sent by the appropriate District Construction Office to the
13 Contractor. It notes the date the Contractor may begin construction at the project site.
14 This letter is to be included as part of the Contract Time file as noted in **Section 3.3.14**.
15 (See Figure No. 3-23)

16 **3.4.2 Notice of Beginning/Ending of Construction, Conditional/Final** 17 **Acceptance**

18
19 These notices are automatically generated by the mainframe computer when certain critical
20 dates are entered into Contract Reporting System (CRS)(See Figure No. 3-34)

21 **3.4.3 Roadway and Bridge Construction Diary**

22
23 The project diary is a recorded collection of events, data, occurrences, instructions,
24 situations, circumstances and work performed each day during a construction project.
25 Data is collected on every phase of work performed by a Contractor, Subcontractor or
26 Utility Company. Recorded information must be clear, detailed, accurate, complete and
27 objective. Anyone reading the project diary should be able to comprehend the project
28 status and determine work performed.

29 The daily diary is not to be considered for final payment purposes when reflecting
30 quantities. Quantities that appear on the diary are not recorded with appropriate
31 computations and measurements at the site and are crudely done with no intent for final
32 payment. Most often these diary entries will be duplications of past entries. Therefore,
33 actual measurements, dimensions, computations and quantities for final payment purposes
34 shall be recorded on the appropriate site source forms or field books.

Note: For detailed instructions on completion of the above forms see **Section 25.1 of the Construction Project Administration Manual (CPAM), Topic No. 700-000-000.**

~~**3.3.4 Federal Wage Rate Affidavits:** (Required on Federal Aid Projects) Wage Rate requirements for contractors on Federal Aid Projects are established by Federal Authority and are outlined in the Special Provisions, which will be part of the contract documents. An affidavit stating these requirements have been complied with must be sent by the Contractor to the District Final Estimates Engineer (DFEE). These documents are not required for monthly /progress estimates. (See Figure No. 3-4).~~

3.4.4 Certification

A. _____ – Certification by the Contractor, **Certification Disbursement of Previous Periodic Payment to Subcontractors, Form No. 700-010-38, (Attachment 3-2-2 Figure No. 3-2)**, states that the subcontractors have been paid their proportionate share from the last progress payment is required each month at estimate time. The District Construction Engineer's certification appearing on the monthly progress estimate will read:

*I certify that this request for payment and any payment and progress of work specified herein made pursuant to this contract is approved in substantial compliance with all plans, specifications and rules of the Department including the provisions of **Section 337.11, Florida Statutes**, within the date shown above.*

B. Construction compliance with Specifications and Plans, Form No. 700-020-02 (Figure 3-2A) states that all work done and all sampling and test ~~res;~~results are in substantial compliance with the pertinent specification requirements. Any outstanding issues or exceptions are listed on this form. This form is also required each month at estimate time. A final version documenting all exceptions is required before the final estimate can be processed.

Contractors should be advised at the Pre-Construction Meeting that to avoid delays in payment, certifications must be submitted on the Friday before cutoff. These certifications are to be obtained by the PE, and are to accompany each monthly progress estimate after the first estimate on each contract. If the Project Engineer has not received these certifications in time to send them with the estimate to the District Office, the estimate will be forwarded without the certifications.

The **Certification Disbursement of Previous Periodic Payment to Subcontractors**, is not needed for the tentative final or the final estimate since Form 21-A required for the

1 | final, contains essentially the same certification. (Refer to Section 3.3 in this manual)
2 | The **Construction Compliance with Specifications and Plans** is needed for the tentative
3 | final or the final estimate since it details all final outstanding exceptions to
4 | Contractor Quality Control testing and plans and specifications. (Refer to **Section 14.4**
5 | in this manual).

6 | ~~3.3.5 Freight Rate Quotation and Freight Bills: The freight rate option and affidavit are~~
7 | ~~executed and furnished to the Department at the time of the contract execution and~~
8 | ~~becomes part of the contract package. Their significance to final estimate~~
9 | ~~preparation depends upon which option is exercised by the Contractor. (Refer to~~
10 | ~~**Subarticle 9-4 in Standard Specifications**)~~

11 | **3.4.5 Affidavit for Motor Vehicle Registration**

12 |
13 | The Contractor is required to furnish an affidavit that all motor vehicles operated
14 | or caused to be operated on the project are registered in Florida before any
15 | progress payments are made. The procedure described above for withholding
16 | progress payments will be used if this document is not received. Only the prime
17 | contractor is required ~~needs~~ to provide this certification on a one time basis.

18 | ~~3.3.5.1 Contractor and Department reaction to option A or B~~

19 | ~~(A) If option A is selected, the Contractor must submit the original receipted~~
20 | ~~freight bills and tabulations (or other records as allowed by current~~
21 | ~~specifications) covering the project's applicable materials to the DFEE as~~
22 | ~~soon as practical after the materials are shipped. The Contractor shall notify~~
23 | ~~the Department immediately of any changes in the contract's proposed~~
24 | ~~origins and/or destinations and shall supply appropriate new affidavits and~~
25 | ~~supporting quotations from an authorized freight agent, along with his~~
26 | ~~**original** origin and destination quotes. These quotations must be such that it~~
27 | ~~can be easily determined, for comparison. They must show the rate in effect~~
28 | ~~at time of bid vs. rate in effect at time of shipment for both the proposed~~
29 | ~~origin and destination and the changed origins and/or destinations. As noted~~
30 | ~~in the Specifications, payment of the final estimate will be withheld until~~
31 | ~~receipt of the required bills and tabulations by the DFEO. Under Option A~~
32 | ~~these records are required even though there is no claim filed. The~~
33 | ~~Contractor further has the option, under the Standard Specifications, of~~
34 | ~~submitting affidavits in place of shipping tickets, from authorized freight~~
35 | ~~agents to the effect that there has been no rate **increase** or **decrease** during~~
36 | ~~the period of material shipments for use under the appropriate contract, as~~
37 | ~~compared to the quotations furnished for the rates in effect on the date of~~
38 | ~~letting. This also should show that the original origin and destination have~~
39 | ~~not changed. If option A is selected and rail freight is not used, this fact~~

1 ~~should be so noted on the Final Estimate transmittal letter and verified by~~
2 ~~project personnel.~~

3 ~~(B) If option B is selected, the Contractor excludes all the listed materials from~~
4 ~~the rate adjustment clause of the Specifications. No allowance or deduction~~
5 ~~will be made for any increase or decrease in the common carrier rates. In~~
6 ~~this case, the above-mentioned freight bills and tabulations will not be~~
7 ~~required.~~

8 ~~**3.3.64 Record of Construction Materials Affidavit:** The Prime Contractor will preserve in~~
9 ~~the files all invoices and records of materials, as required by the applicable~~
10 ~~specifications. These records include all materials purchased by the Prime and~~
11 ~~Subcontractors and represent all commercial construction materials used in the~~
12 ~~construction of the project. These records will be kept by the firm and will be~~
13 ~~available to the Department for inspection for a period of three years from the date~~
14 ~~of completion of the project. Immediately after the completion of a project, the~~
15 ~~Contractor shall furnish to the DFEE a Record of Construction Materials Affidavit.~~
16 ~~This affidavit shall reflect those materials procured for the project. (See Figure No.~~
17 ~~3-6-4) (Refer to **Subarticle 9-7 in Standard Specifications**.)~~

18 **3.4.6** ~~_~~ **Federal Highway Administration Statement of Materials and Labor Used on**
19 **Federal Aid Projects:** This summary of materials and labor cost (**Form FHWA-47,**
20 **formerly PR-47**) (See Figure Nos. 3-7 & 3-7a, 3-5 and 3-5a) is required by the
21 Federal Highway Administration (FHWA) on projects with an original contract
22 amount of \$1,000,000 or more and the project is on the National Highway System.

23
24 It is the **Prime Contractor's** responsibility to complete part B of this form by
25 consolidating into one report the materials and labor cost, as well as including
26 Subcontractor's materials and labor cost. The Department will not issue the final
27 voucher until the Form FHWA-47 is received. The completed Form FHWA-47 shall
28 be submitted directly to the DFEE by the Prime Contractor. An original and two
29 copies are required.

30 It is the responsibility of the DFEO- to verify the validity of the information submitted
31 by the Contractor. If the form appears to be reasonable, immediately forward the
32 **Form FHWA-47** (original plus two copies) with routing sheet attached, directly to the
33 FHWA Division Administrator at Mail Station 29, FDOT, Tallahassee. A copy of the
34 form is sent to the Federal Aid Program Office, Mail Station 7, FDOT, Tallahassee.
35 If any of these forms are received by the PE/field personnel by mistake, they shall
36 be immediately forwarded to the DFEE.

37 ~~**3.3.8 Certification of Payment to Subcontractors:** The *Florida Statutes, Section*~~
38 ~~**337.11, Subarticle 5, (10) (a)**, (After Estimate No. 1) requires that prior to receipt of~~
39 ~~any periodic (partial) payment, the Prime Contractor shall certify all Subcontractors~~

1 ~~having an interest in the contract have received their prorata share of previous~~
2 ~~periodic payments to the Prime Contractor for all work completed and materials~~
3 ~~furnished. This certification shall be in a form designated by the Department. (See~~
4 ~~Figure No. 3-8)~~

5 ~~This certification is to be obtained by the PE and is to accompany each monthly~~
6 ~~progress estimate after the first estimate on each contract. It is not needed for the~~
7 ~~tentative final or the final estimate since Form 21-A, required for the final, contains~~
8 ~~essentially the same certification. (Refer to **Section 3.2 in CPAM**)~~

9 **3.4.7 Explanations of Overruns and Underruns:**

10 This is an explanation of variations between the designer's original estimated
11 quantities and the construction final quantities (See Figure No. 3-96). **It is a very**
12 **important document. We suggest the PE prepare it.** When these variations
13 have been properly researched, accurate explanation can be made. These
14 explanations are typewritten on letter size paper for items that have significant
15 Overruns or Underruns and in the order the items are shown on the contract.

16 (A) Items paid under Final Measure Quantity, Plan Quantity or Lump Sum
17 Concept that have no change or have changes which are not significant
18 need not be explained on the overruns and underruns document. A change
19 is considered significant when its dollar value exceeds \$5,000.00.

20 (B) Deviation of Plan Dimensions: Deviation from plan dimensions by the
21 Contractor equaling the aggregate change of \$5,000.00 must be explained
22 on the overruns and underruns document.

23 (C) Guidelines for documenting and submitting explanations of overruns and
24 underruns:

25 (1) Each contract item's overrun/underrun shall be summarized from the
26 brief notes and remarks recorded in the Computation Book at the time
27 the final quantities were calculated.

28 (2) Explanations for Federal Aid participating and non-participating items
29 shall be shown separately.

30 (3) Contracts ~~which that~~ include more than one job will have the Overrun
31 and Underrun explanations broken down for each job.

32 (4) Supplemental Agreements ~~and/or Change Orders~~ that alter the
33 original plan quantities more than \$5,000 should be tabulated as
34 explanations of Overruns and Underruns for the appropriate items.

- 1 (5) The original and two copies or one original and a diskette file of these
2 explanations are to be submitted with the final estimate package. The
3 DFEE will forward one copy to the FHWA on Full Oversight federal
4 aid projects.
- 5 (6) Final quantities are subject to change during the checking of the
6 estimate. This may also necessitate a change or correction in the
7 explanation of an Overrun or Underrun. Therefore, any advance
8 copies furnished before the estimate is checked shall be plainly
9 marked as tentative.

10 3.4.8 Job Correspondence Files

- 11 All correspondence related to Final Estimates and/or final pay quantities on each
12 project and maintained on file by the PE or Resident Engineer Office (REORO)
13 shall be submitted along with the final estimates package. The file will be
14 sequenced in chronological order with the latest correspondence on top of the file.
15 **This is for data not scanned into the Contract Document Management**
16 **System(CDMS).**
- 17 (A) Reproductions of these files will be acceptable, with the PE retaining the
18 originals for questions that may arise after the submission.
- 19 (B) All pertinent correspondence which-that is received by the PE after the
20 estimate is turned in, shall be forwarded to the DFEO for inclusion in the Job
21 Correspondence File.

3.4.9 Final Plans and Estimate Transmittal Form

Upon completion of a project, the final plans and estimate documents must be submitted by the REO to the DFEO. The Transmittal Form (See Figure No. 3-107.7) must include, but not be limited to, the following:

- 22 (A) A tabulation of the Final Plans, Original Diaries, Field Books, Computation
23 Books, and other records showing the title, number of copies and general
24 description of the contents of each item. Field Books must be listed by
25 number and show a brief description of contents.
- 26 (B) The date work began and the date work was completed. If the work was not
27 completed, note briefly the conditions for acceptance.
- 28 (C) Pending Supplemental Agreements which have not been submitted to the
29 District Office (include information as to the scope, the approximate cost and
30 the additional contract time involved and a draft copy of the Supplemental

- 1 Agreement.)
- 2 (D) Any unresolved claims which may be pending at the time the estimate is
3 submitted.
- 4 (E) Failing materials, the disposition of which remains unresolved at the time of
5 submittal.
- 6 ~~(F) Confirmation when rail freight was not used on the job even though Option A
7 was exercised on the Freight Rate Option Form.~~

8 **3.4.10 Estimates Office Record of Final Plans**

9 The Record of Final Plans was developed to be helpful in organizing and completing
10 transmittal packages ([See Figure No. 3-118 8](#)). The RO's project personnel are
11 responsible for submitting this form with the information shown in the items ~~(A), (B)~~
12 ~~and (C)~~, below and completed at the time the final estimates package is sent to the
13 DFEEO.

- 14 (A) Financial Project ID, Standard Specifications Year, Federal Aid Project
15 Number(s), County(ies), Road Number(s), Name(s) of Contractor(s), Name
16 of Surety, District Engineer and RE/PE.
- 17 (B) Contract Time shown in calendar days with Federal Aid Participation noted,
18 including ~~Accrued Days~~, Granted Days, Time Extensions, Calendar Days
19 Allowed, Calendar Days Elapsed, Calendar Days Overrun or Underrun, ~~Time~~
20 ~~Suspensions~~, and associated liquidated damages, penalties and/or incentive
21 dollar amounts.
- 22 (C) Supplemental Agreements/Change Orders and a statement of Contract
23 Monies.

24 ~~**3.3.130 Disadvantaged Business Enterprise (DBE) Utilization Certification Form:**~~
25 ~~This form is now a required document in the final estimates package. It serves as~~
26 ~~official notification to Final Estimates personnel that the compliance review relative~~
27 ~~to DBE payments is complete. This form is a controlling document used to~~
28 ~~establish payoff dates. The date of receipt of the last required DBE Payment~~
29 ~~Certification by the District Compliance Office, as noted on the DBE Utilization~~
30 ~~Certification, will be the controlling date used to establish the payoff date, if~~
31 ~~necessary. (See Figure No. 3-12)~~

32 ~~(A) District Compliance Office (DCO) Responsibility: Upon completion of the~~
33 ~~compliance review, the DCO shall complete the DBE Utilization Certification~~
34 ~~form and forward:~~

1 | (~~GF~~) Screen prints of CRSTS01A, CRSTS05A and CRSTS06A screens.

2 | (~~H~~)—~~Time Taken Memos verifying Contractor's suspension days actually used.~~

3 | **NOTE:**EACH COPY OF A- DOCUMENT REQUIRED UNDER THIS SECTION
4 | SHOULD CONTAIN THE BREAKDOWN OF FEDERAL AID
5 | PARTICIPATION IN THE ACTION TAKEN BY THAT DOCUMENT.

6 | In the event that a response has not been received on the federal aid
7 | participation in time actions for full oversight and certification acceptance
8 | projects, a copy of the District's request shall be included in the time folder.
9 | The DFEE shall follow up the status of the participation request.

10 | On exempt projects the DCE has the responsibility of determining and —
11 | ———approving federal aid participation in time changes, therefore all item
12 | ———changing documents on this type of project must show the
13 | breakdown of ———federal aid participation.

14 | ~~3.3.15 Construction Checklist: The estimates checklist was developed to assist~~
15 | ~~construction personnel in the preparation and preliminary checking of final~~
16 | ~~estimates. (See Figure Nos. 3-13 thru 3-13c).~~

17 | ~~**3.3.15.1 Checklist Description**~~

18 | (~~A~~)—~~All items contained in a contract are itemized along with a brief checklist to~~
19 | ~~ensure that the final quantities have been properly established, recorded,~~
20 | ~~calculated and checked before submitting the final estimate.~~

21 | (~~B~~)~~The checking tasks are assigned to the appropriate pay items by the SFEO. Any~~
22 | ~~checklist or any pay item can have tasks added, deleted or changed. In this~~
23 | ~~way the checklist can be kept current with policy and procedural changes.~~

24 | (~~C~~)~~Prechecking, post checking, wrap-up checking tasks, plus checklist for~~
25 | ~~submitting final plans and final estimate package will appear on every~~
26 | ~~contract.~~

27 | (~~D~~)~~Items added by Supplemental Agreements will automatically show up on~~
28 | ~~checklist.~~

29 | ~~**3.3.15.2 Checklist Utilization**—The following are guidelines to be followed when~~
30 | ~~requesting and using the checklist.~~

31 | (~~A~~)—~~The checklist for a contract shall be requested as soon as contract time~~
32 | ~~starts and also one should be requested at the end of construction.~~

- 1 ~~(B) — The checklist may be requested any time during construction. The checklist~~
2 ~~is automatic and can be generated from any TSO terminal. Contact DFEO~~
3 ~~for instructions.~~
- 4 ~~(C) — The checklist for each pay item shall be reviewed as work on the item is~~
5 ~~accomplished.~~
- 6 ~~(D) — Comments may be added to a checklist in the margin to the right of the pay~~
7 ~~item. Suggested revisions and/or additions may also be shown in this space~~
8 ~~and will be reviewed and changes made as deemed appropriate by the~~
9 ~~SFEO.~~
- 10 ~~(E) — The checklist must be signed by the PE.~~

3.4.12 Semifinal Estimate

11 (Refer to **Subarticle 9-65.4 in Specifications**) When the Contractor has furnished
12 to the Department all submittals required by the contract such as Invoices, ~~Freight~~
13 ~~bills, Freight Rate Certifications, Wage Rate Affidavits~~, Federal Highway
14 Administration Statement of Materials and Labor Used on Federal Aid Projects
15 (Form FHWA-47), ~~EEO Reports~~, Materials Certifications (This document is the
16 Departments responsibility), Certification of Materials Procured, etc. (excluding
17 Contractor's letter of acceptance of final amount due and Form 21-A release) and
18 the DFEE has determined that the measurements and computations of pay
19 quantities are correct, the retainage may be reduced to \$1,000 plus any amount the
20 district elects to deduct for defective work. Any sums owed to the Department by
21 the Contractor on any account may be deducted from such payment estimates.

22 A semi-final estimate will not be allowed unless the time elapsing between (1)
23 acceptance of the project and receipt of all test reports, invoices, etc., and (2)
24 submission of the Final Estimate to the Contractor for acceptance, exceeds or is
25 expected to exceed ten (10) days.

26 3.5 DOCUMENTING CONTRACT CHANGES

27 -

28 3.5.1 Common Types of Contract Changes

29 -

29 Contract changes which are necessary and desirable within statutory limitations
30 usually fall into one of two categories of work added or eliminated. These
31 categories are:

32 **A. (A) Supplemental Agreement**

33 Work of a different general character from that shown in the original plans and
34 contract. This work was unforeseen or could not reasonably have been

1 contemplated in the original plans and specifications. Work in this category requires
2 a Supplemental Agreement which may be used for the following purposes, subject
3 to funding:

4 (1) Clarification of the plans and specifications

5 (2) Document quantity overruns that exceed five percent of the original contract
6 amount.

7 **[Original Contract \$ Amount X 1.05(5%)] + SA \$ Amounts = Encumbered Allowed**
8 **Expenditure \$ Amount. The 5% is from an unencumbered source.**

9 If ~~Encumbered~~ **Allowed Expenditure** \$ Amount is ~~greater~~ **less** than **Present \$ Amount**,
10 a supplemental agreement must be processed to encumber additional dollars.

11 (3) ~~Unforeseen~~ **Unforeseen** work, grade changes, alterations in plans, which could
12 not reasonably have been contemplated or foreseen in the original plans and
13 specifications.

14 (4) Alteration of the limits of construction

15 (5) To provide connections to existing pavement

16 (6) Settlement of claims

17 (7) VECP's (Value Engineering Change Proposals)

18 (8) Make the project functionally operational in accordance with the intent of the
19 original contract.

20 Note: Supplement Agreements must be approved by the District Secretary or his designee
21 before final payment can be made. (Refer to **Section 47.3 of the CPAM**)

(B) Unilaterally Directed Extra Work

22 Used for extra or ~~unforeseen~~ **unforeseen** work for which a unit price cannot be agreed
23 upon in advance of performing the work. This work requires a Supplemental
24 Agreement to establish a price and amount of extra work to be paid for. The pay
25 items, quantities and unit prices used in a Supplemental Agreement for unilaterally
26 directed work should be determined in accordance with **Section 47.3 of the CPAM**.
27 Daily records of the work performed in connection with this type of Supplemental
28 Agreement should be kept in accordance with **Section 47.3 of the CPAM**.

(C) Contractor's Claim

1 When the PE receives notice of a claim from the Contractor, it is the responsibility of
2 the PE to maintain accurate records to document the work being claimed by the
3 Contractor, in accordance with **Section 4.37.5 of the CPAM**. The ultimate
4 dispensation of the claim will be determined by the DCE. Should the Contractor
5 disagree with the DCE's determination, he may take it to arbitration or litigation.

6 (D) Contingency Supplemental Agreement

7 (Form No. 700-010-79): Due to the complexity or size of construction projects, it is
8 expected that unforeseen additional work may be necessary on some projects to
9 complete the work and make their project functionally operational in accordance
10 with the intent of the original contract. Expeditious authorization for unforeseen
11 additional work may be required to avoid delay to the progress of the work and to
12 avoid potential delay claims. (Refer to **Section 4.77.4 in the CPAM**)

(E) Work Order for unforeseen Additional Work

13 (Form No. 700-010-80): These are also called **Field Supplemental**
14 **Agreements/Work Orders**. They shall be completely executed prior to allowing the
15 Contractor to begin the work. The intent of this procedure is to allow delegation of
16 authority for execution of the work order to a responsible Department designee who
17 can make timely decisions for completing the unforeseen additional work. Authority
18 for execution of the work order may be delegated to the PE at the discretion of the
19 District. (Refer to **Section 4.377.4 in-of the CPAM**)

20 (F) Value Engineering Change Proposal

21 VECP's are cost reduction change proposals initiated and developed by the
22 Contractor with the incentive of sharing a net savings in the performance of the
23 contract without impairing any essential functions and characteristics. These
24 proposals must be accepted and approved by the Engineer. They shall be finalized
25 through an equitable adjustment in the contract price and time by the execution of a
26 Supplemental Agreement pursuant to specification provisions of **Article 4-3.5 of the**
27 **Specifications**.

28 (G) Change Orders

29 Work added or eliminated as a result of minor changes in the plans,
30 specifications, or quantities that can be accomplished within the unit price
31 structure of the contract but cannot be handled due to a change in the character
32 of the work. In no event may such change orders extend beyond the physical
33 limits of the job. The work in this category usually entails a change in
34 specification or procedure. All Change Orders must accompany the final

1 | package when submitted to DFEO and following the ~~office~~Office of
2 | Construction.

3 | **—3.6_—Partial Payment for Certain Materials**

4 | **3.6.1—Purpose**

5 | ~~To establish a procedure for documenting and making partial payment for certain~~
6 | ~~materials used on construction projects.~~

7 | **3.6.2 Authority**

8 | ~~Section 337.11(10), Florida Statutes~~

9 | ~~Section 9-6, Standard Specifications for Road and Bridge Construction~~

10 | **3.6.1_—General**

11 | Partial payments will be allowed for certain materials stockpiled on the project, in approved
12 | locations in the vicinity of the project and in approved locations remote from the project.
13 | The partial payments must be in accordance with **Section 9-5** of the **Standard**
14 | **Specifications** and **Standard Basis for Estimating Pay Items, (Attachment 3-2-1)**, of
15 | **Section 3.2** of this Manual. This procedure and **Certification and Request for Payment**
16 | **for Stockpiled Materials, Form No. 700-010-42, (Attachment 3-1-1-Figure No. 9)**, shall
17 | be explained at all preconstruction conferences. Partial payments will be controlled by the
18 | following provisions in addition to the specifications.

19 | **3.6.2 Certification and Request for Payment for Stockpiled Materials**

20 | **A Certification and Request for Payment for Stockpiled Materials, Form No.**
21 | **700-010-42, (Attachment 3-1-1-Figure No. 3-9)**, executed by a person employed by the
22 | prime contractor in a supervisory capacity and all accompanying invoices, must be in the
23 | project records prior to any payment for materials being included in a progress estimate.
24 | The request for partial payment for materials stockpiled off-site shall be submitted in a
25 | timely manner, but not less than five (5) working days before cutoff, to allow a reasonable
26 | time to verify the materials. Payment for such items is to be based on the invoice price
27 | including delivery charges for delivered materials. The certification/request form must
28 | contain verification from the vendor that the material has been fabricated for specific use
29 | on the project, the material meets all the contract requirements, and is properly stored in a
30 | secured manner for the sole use of the prime contractor and the specified project.

31 | **3.6.3 Location of Materials**

1 Most of the materials eligible for partial payment will be stockpiled "in the vicinity of the
2 project." Fabricated structural steel, precast-prestressed elements, precast drainage
3 structures (does not include pipe) and any other items specified in the special provisions
4 may be stockpiled at approved locations other than "in the vicinity of the project."

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

9 All materials must be stockpiled in a manner such that it is readily discernible that they are
10 being reserved for exclusive use of the project under which payment is requested. An
11 aggregate for use in asphalt mixes or Portland cement concrete pavement must be in a
12 stockpile set aside for exclusive use in producing mix for Department projects. If a stockpile
13 contains material for more than one Department project, a control procedure submitted by
14 the contractor and approved by the engineer must be established to properly allocate costs
15 between projects.

16 **3.6.4 Verification**

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

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

24 The Project Engineer, prior to submitting each progress estimate, must verify that materials
25 for which payment has been made on earlier progress estimates remain stockpiled as
26 designated and stored in a manner so as to prevent deterioration and damage (especially
27 sign panels), **Partial Payments for Delivery of Signs, (Attachment 3-1-23)**. Sign panel
28 condition shall be checked carefully.

29 **3.6.5 Materials Certification**

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

1 **3.6.6 Proof of Payment**

2 The prime contractor must provide proof of payment to their subcontractors and vendors
3 before the next estimate after the partial payment is initially made.

4 A certification by the contractor that he has paid his subcontractors their proportionate
5 share from the last progress payment, as defined in **Section 3.2, Certification**
6 **Disbursement of Previous Periodic Payment to Subcontractors, Form No.**
7 **700-010-38, (Attachment 3-2-2 Figure No. 3-2)**, is acceptable for this action.

8 As stockpiled materials are incorporated into the project, the Project Engineer must adjust
9 payments accordingly.

10 **3.6.7 Documentation**

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

21 **3.6.8 PARTIAL PAYMENTS FOR DELIVERY OF SIGNS**

22 | Additional to the requirements of Section 9-5-5 of the ~~Standard Specifications for Road and~~
23 | ~~Bridge Construction~~, District construction personnel shall ensure the following standards
24 are applied before determining partial payments for delivery of signs which have been
25 inspected and accepted by the District Materials Office, but have not been permanently
26 installed on the project.

27 Signs should preferably be stored in a dry indoor area, away from temperature extremes
28 and direct or reflected sunlight.

29 If outdoor storage is necessary, all packaging and padding materials should be removed so
30 nothing is against the sign face.

31 Signs should be stored vertically, above ground, so as to permit free air circulation around
32 the sign for normal moisture evaporation. Signs are best stored hanging vertically,
33 supported as they would be when permanently installed. When stored supported on edge,

1 care should be taken to prevent bending, abrasion, gouging or tearing of the panel edge or
2 the reflective sheeting edge.

3 Signs should not be laid face down or left horizontal or in low areas where dirt, water, ice or
4 snow may contact the sign face.

5 Packaged signs should be kept dry during storage. If packaged signs become wet,
6 packaging and padding material should be removed immediately, allowing the sign to dry to
7 prevent damage to the sign face. If repackaging is necessary, only dry packaging materials
8 recommended by the manufacturer should be used.

9 Signs should not be stored banded, crated, stacked or in any other condition which would
10 put severe pressure on the signs.

11 No materials which would be harmful to the reflective sheeting should be allowed to rest
12 against the sign face.

13 If it is necessary to cover the sign face temporarily following erection, it should be noted
14 that some coverings may cause permanent damage to the sign face following exposure to
15 moisture, sunlight, or other elements. Porous cloth covers which are folded over the sign
16 edges and secured over the back of the sign have been used successfully. Burlap is
17 prohibited as a covering if it is to be used for an extended period of time, as it stains the
18 sign face. Ropes, wire or cord might be useful as a lace through the porous cloth, on the
19 backside of the sign. Paper or elastic covers should be avoided. Ropes or wire fastening
20 devices may abrade the sign face and should not be used on the front side of the sign.

21 Do not apply tape to the sign face, as sunlight may cause it to bond permanently. If
22 premask or application tape is used, it must be removed before the sign is exposed to
23 sunlight.

24 Failure to apply these standards for storage and handling of signs may result in permanent
25 damage to the sign panel or to the reflective sheeting of the sign face, creating cause for
26 rejection of the sign panel.

27 Signs not inspected and accepted by the District Materials Office should not be considered
28 for any payment. Signs stored or handled in violation of the above standards should not be
29 considered for partial payments.

30 **3.7 OFFSETTING PAYMENTS**

31 **3.6.1—Purpose**

32 ~~To facilitate payment of funds owed to the Department pursuant to a construction contract~~
33 ~~with any party.~~

1 | **3.6.2— Authority**

2 | ~~337.145(1) and (2), Florida Statutes~~

3 | **3.7.1_ General**

4 | This procedure shall be applied to any construction contract on which the Department
5 | desires to recover funds from the Contractor and such funds cannot be recovered through
6 | the normal process of adjusting subsequent monthly progress estimates of payments to
7 | the contractor.

8 | **3.7.2_ District Authorization**

9 | For construction contracts on which final payment to the contractor will be determined and
10 | authorized by the District:

11 | (1) The ~~District Construction Engineer_~~ DCE/DFEE will be responsible for identifying
12 | construction contracts on which the Department desires to recover funds from the
13 | contractor of such project and said funds cannot be recovered through the normal
14 | process of adjusting subsequent monthly progress estimated payments to the
15 | contractor.

16 | (2) The ~~District Construction Engineer_~~ DCE/DFEE will obtain legal counsel assuring
17 | that the Department's intent of recovery is the result of a bonafide judgement,
18 | settlement, arbitration order, or final adjudication determining the amount due the
19 | Department, and that intent of recovery excludes amounts owed by the contractor to
20 | subcontractors, suppliers, and laborers due to the performance of that contract.

21 | (3) The ~~District Construction Engineer_~~ DCE/DFEE will notify the contractor in writing,
22 | of the Department's request for reimbursement, specifying the exact amount due
23 | the Department, the contract number, the project number and the reasons for
24 | which the Department seeks reimbursement, and that receipt of payment by the
25 | Department will be due within 60 days from receipt of said notice by the Contractor
26 | or the Department will seek reimbursement as per **Section 337.145, F. S.**

27 | (4) If payment is not received by the Department within 60 days, the ~~District Construc-~~
28 | ~~tion Engineer_~~ DCE/DFEE will notify the State Construction Engineer.

29 | **3.6.5— Authorization by Final Estimates**

30 | ~~(5) The District Final Estimates Engineer will be responsible for identifying construction~~
31 | ~~contracts on which the Department desires to recover funds from the contractor of~~
32 | ~~such project and said funds cannot be recovered through the normal process of~~
33 | ~~adjusting subsequent monthly progress estimated payments to the contractor.~~

- 1 ~~(6) — The District Final Estimates Engineer will obtain legal counsel assuring that the~~
2 ~~Department's intent of recovery is the result of a bonafide judgement, settlement,~~
3 ~~arbitration order, or final adjudication determining the amount due the Department,~~
4 ~~and that intent of recovery excludes amounts owed by the contractor to subcontractors,~~
5 ~~suppliers, and laborers due to the performance of that contract.~~
- 6 ~~(7) — The District Final Estimates Engineer will notify the contractor, in writing, of the~~
7 ~~Department's request for reimbursement, specifying the exact amount due the~~
8 ~~Department, the contract number, the project number and the reasons for which the~~
9 ~~Department seeks reimbursement, and that receipt of payment by the Department~~
10 ~~will be due within 60 days from receipt of said notice by the contractor or the~~
11 ~~Department will seek reimbursement as per **Section 337.145, Florida Statutes.**~~
- 12 ~~(8) — If payment is not received by the Department within 60 days, the District Final~~
13 ~~Estimates Engineer will notify the District Construction Engineer who will then~~
14 ~~notify the State Construction Engineer.~~

3.7.3 All Construction Contracts

- 15 (5) The State Construction Engineer, in consultation with the appropriate District
16 Construction Engineers will identify another contract (herein known as the donor
17 contract) from which recovery of funds can be offset from payments due the
18 contractor.
- 19 (6) The State Construction Engineer will notify the Comptroller's Office on the donor
20 contract selected with **Memorandum of Overpayment, Form No. 700-010-31,**
21 **(Attachment 3-4-1 Figure No 3-10-).**
- 22 (7) The Office of the Comptroller will review the selected donor contract for compatibility
23 of FHWA funding.
- 24 (8) The Office of the Comptroller will withhold offsetting payments from payments due
25 the contractor on the donor contract.

3.8 MAINTENANCE OF TRAFFIC SPECIAL DETOUR (LUMP SUM) PROGRESS PAYMENT TECHNIQUE

3.8.1 Agreement on Unit Prices

29 The Department and contractor will negotiate and agree on unit prices to be used for the
30 components such as temporary pavement, embankment, base, asphalt, drainage
31 structures, etc., within the special detour and/or lump sum MOT item. This agreement will
32 be made before payment begins.

3.8.2 Monthly Payment

1 The monthly payment will be determined by tabulating the quantities used that month at
2 the agreed unit prices. Maintenance of traffic items and removal costs will be added when
3 appropriate and/or prorated on the basis of contract amount completed. The final total
4 costs paid cannot exceed the lump sum bid.

5 The Project Engineer may withhold the monthly payment if the contractor fails to correct
6 any deficient MOT items in the time frame specified in **Section 69.1, CPAM, Maintenance**
7 **of Traffic**. Once the corrections are made, the Project Engineer will release the payment.

8 **3.8.3 Other Techniques**

9 A District may utilize another payment method such as the submission of invoices if the
10 contractor concurs with the use of that system.

11 **3.8.4 Pay Phases**

12 (1) Initial /Early Payments(#13)

13 This is to cover materials brought on site such as embankment, base,
14 asphalt, drainage structures, etc. Negotiations may have to include cost
15 determinations for any of these materials that are stockpiled.

16 (2) Interim Payments(#2):

17 Covers traffic control devices and other routine maintenance. Additional
18 Materials will also be included as appropriate.

19 (3) Final Payment (#3)

20 Detour removal and cleanup.

1 **3.9 LIST OF ATTACHMENTS FOLLOWING THIS CHAPTER**

2 Attachment No.1 Standard Basis for Estimating Pay Items

3

4 **3.10 LIST OF FIGURES FOLLOWING THIS CHAPTER**

5 Figure No. 3-1 Notice of Outstanding Documents

6 Figure No. 3-2 Certification Disbursement of Previous Periodic

7 Payment to Subcontractors

8 Figure No. 3-3 Notice to Proceed Letter

9 Figure No. 3-4 Notice of Beginning/Ending of Construction

10 Figure No 3-53-5a, 3-5b, 3-5c Federal Highway Administration Statement of

11 | Materials and Labor Used on Federal Aid Projects

12 Figure No.3 6 Explanation of OVERRUNS and UNDERRUNS

13 | Figure No.3-7 Final Plans and Estimates Transmittal Form

14 Figure No 3 8 Office Record of Final Plans

15 Figure No 3 9 Certification and Request For Payment For Stockpiled Materials

16 Figure No.3-10 Memorandum of Overpayment

17

Attachment 3-1

STANDARD BASIS FOR ESTIMATING PAY ITEMS

- 1
- 2
- 3 1. Mobilization See Specification Book
- 4 2. Maintenance of Traffic (Lump Sum)..... Prorated on the basis
- 5 of contract amount completed
- 6 3. Clearing and Grubbing
- 7 a. Trees fell and stumps uprooted 20%
- 8 b. Undergrowth pushed out 20%
- 9 c. Piling debris and root removal 20%
- 10 d. Burning or off-project disposal..... 15%
- 11 e. Discing and root pickup 15%
- 12 f. Final cleanup 10%
- 13 4. Regular Excavation
- 14 a. Excavation..... 50%
- 15 b. Compaction 40%
- 16 c. Final shaping and dressing..... 10%
- 17 5. Subsoil Excavation
- 18 a. Excavating the material 75%
- 19 b. Final disposal of material..... 25%
- 20 6. Grading
- 21 a. Excavation, final disposal and compaction..... 90%
- 22 b. Final shaping and dressing..... 10%
- 23 7. Embankment
- 24 a. Dredging, hauling and compaction 90%
- 25 b. Final shaping and dressing..... 10%
- 26 8. Stabilization
- 27 a. Stabilizing material dumped and spread 50%
- 28 b. Stabilizing material mixed-subgrade accepted 25%
- 29 c. Final shaping and compacting..... 25%

1	9.	Base Course	
2	a.	Partial pay for stockpiled material..... (invoice)	100%
3	b.	Material dumped and compacted	85%
4		(If constructed in two courses use 50% for the bottom course, and 50%	
5		when final course is finished and primed)	
6	c.	Finished and primed.....	15%
7	10.	Stabilized Base	
8	a.	Partial pay for stockpiled material..... (invoice)	100%
9	b.	Material dumped and spread (cu. yd. pay item)	100%
10	c.	Base mixed and accepted (sq. yd. pay item).....	50%
11	d.	Finished and primed (sq. yd.).....	50%
12	11.	Concrete Pavement	
13	a.	Partial pay for stockpiled material..... (invoice)	100%
14	b.	In-place, finished and cured	90%
15	c.	Joints sawed and sealed	10%
16	12.	Pipe Culvert	
17	2	D
18		elivered to job site and stockpiled..... (invoice)	100%
19	3	I
20		nstalled	50%
21	4	B
22		ackfilled and accepted.....	50%
23	13.	Inlet	
24	a.	Complete and accepted at precast yard..... (invoice)	100%
25	b.	Bottom	65%
26	c.	Throat.....	10%
27	d.	Inlet Top	15%
28	e.	Grate, Apron, etc.	10%
29	14.	Manholes	
30	a.	Complete and accepted at precast yard..... (invoice)	100%
31	b.	Brick or concrete to subgrade.....	85%
32	c.	Top in place - cover painted	10%
33	d.	Adjust to final grade.....	5%

- 1 15. Guardrail
- 2 a. Post and rail delivered and stockpiled (invoice) 100%
- 3 b. Post set and rail hung..... 90%
- 4 c. Final alignment of posts and rail..... 10%
- 5 16. Class I Concrete
- 6 a. In place..... 95%
- 7 b. Forms removed and finish applied 5%
- 8 17. Structural Concrete (bridges, culverts, walls)
- 9 a. Complete forms in place..... 40%
- 10 b. Concrete in place 58%
- 11 c. Forms removed and finish applied 2%
- 12 18. Reinforcing Steel
- 13 a. Delivered to job site and stockpiled (invoice) 100%
- 14 b. Tied in place 100%
- 15 19. Precast Items (piles, beams)
- 16 a. Completed and accepted at precast yard..... (invoice) 100%
- 17 b. In place on the job 100%
- 18 20. Structural Steel
- 19 a. Fabricated and stored at the source..... (invoice) 100%
- 20 b. Erected 95%
- 21 c. Painted with top coat 2%
- 22 d. Completed and accepted 3%
- 23 21. Precast Prestressed Panels
- 24 a. Fabricated and stored at source..... (invoice) 100%
- 25 b. Panels in place and graded (concrete)..... 45%
- 26 c. Panels in place and graded (reinforcing steel) 45%
- 27 d. Superstructure concrete placed (concrete) 55%
- 28 e. Superstructure concrete placed (reinf. steel)..... 55%
- 29 22. Piles (concrete)

1	a.	Cast and stored at precast yard	(invoice) 100%
2	b.	Delivered to job site	90%
3	c.	Piling in place (piling furnished)	10%
4	23.	Prestressed Slabs	
5	a.	Cast and stored at precast yard	(invoice) 100%
6	b.	Delivered to job site	90%
7	c.	Installation complete.....	10%
8	24.	Painting Structural Steel	
9	a.	Sandblasting and prime coat.....	70%
10	b.	Intermediate coat.....	15%
11	c.	Top or cosmetic coat.....	15%
12	25.	Segments for Segmental Bridge	
13	a.	Cast and stored at precast yard	(invoice) 100%
14		(when furnished by a supplier)	
15	b.	Cast and stored at precast yard	85%
16		(when furnished by a contractor)	
17	c.	In place and post-tensioned for a.....	100%
18	d.	In place and post-tensioned for b.....	15%
19	26.	Precast Piers	
20	a.	Cast and stored by a supplier.....	(invoice) 100%
21	b.	Cast and stored by a contractor	85%
22	c.	In place and post tensioned for a.....	100%
23	d.	In place and post tensioned for b.....	15%
24	27.	Machinery and Casting	
25	a.	Delivered to job site or adjacent storage	(invoice) 100%
26	b.	Erection completed.....	90%
27	c.	Field painting and testing	10%
28	28.	Traffic Signal Equipment	
29	a.	Delivered to job site or adjacent storage	(invoice) 100%
30	b.	Installed.....	90%
31	c.	Checked out-in operation	10%
32	29.	Roadway Lighting	

- 1 a. Delivered to job site or adjacent storage (invoice) 100%
- 2 b. Erection of bases and poles 60%
- 3 c. Wiring and electrical connections 30%
- 4 d. Checked out-in operation 10%

- 5 30. Fence Post, Fence Fabric, Corrugated Steel Culvert Pipe, Corrugated Aluminum
- 6 Pipe, Bridge Drainage System, Reflective Pavement Markers

- 7 a. Delivered to job site or adjacent storage (invoice) 100%
- 8 b. Installed and accepted 100%

- 9 31. Electrical/Mechanical Equipment

- 10 a. Delivered to job site or adjacent storage (invoice) 100%
- 11 b. Installation Completed 90%
- 12 c. Checked out-in operation 10%