# Chapter 14
# POST REVIEW PROCESSING / CONTRACT CLOSEOUT

## 14.1 PURPOSE

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

## 14.2 PROCEDURE

### 14.2.1 Post Reviewing Operations

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

**NOTE:** The figures supplied with this chapter show form letters and memos used to convey necessary information to concerned parties throughout the close out process. The letters and memos are templates containing common boilerplate language in most cases. The DFEO/CCEI representative will choose the appropriate paragraphs for a specific contract and delete the paragraphs and instructions which do not apply. No form letter or memo can ever cover all situations that might arise. Occasionally, it may be necessary to insert additional paragraphs drafted to fit the circumstances arising on a specific contract. An example of such circumstances is addressing bonds, or value added items. See ***Chapter 4*** of this ***Manual*** for the submittal options for a Certified Final Estimate.

### 14.2.2 Verification of the Final Estimate

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

The updated estimate includes:

(1) Arbitration rulings as they are approved.

(2) Court orders or other legal actions received from the Department's Office of General Counsel (OGC).

(3) Pay adjustments for bituminous materials and fuels, when applicable.

(4) Adjustments for any failing materials including any quality assurance penalties. Each penalty should be shown separately.

(5) Contract Time: The contract time overrun or underrun should be determined. At the end of the estimate, dollar amounts shall be coded for:

(a) The appropriate liquidated damage dollar amounts on federal aid and non-federal aid projects.

(b) Any incentive/disincentive amounts.

(B) The DFEO should review the ***Offer of Final Payment*** or ***Request for Refund*** letter to the Contractor including an appropriate summary. In the letter any outstanding pay estimates which have been processed for payment but have not been paid (or resolved in case of proposed overpayment estimates) should be addressed. A legitimate pay estimate is defined as an estimate which qualifies as follows:

(1) It has a unique estimate number.

(2) It shows a continuity in changing contract amounts through sequential estimates; i.e., its previous quantity amounts are the quantity to date amounts from the prior (next lower numbered) estimate and its current quantity to date amounts will be the previous quantity amounts for the following (next larger numbered) estimate if one is written.

(3) It is one of a consecutive series of numbered estimates where all of the consecutively numbered estimates are accounted for.

(4) It may show a positive, negative, or zero amount due.

(C) If there are unprocessed estimates, the Residents should notify the DFEO. These estimates amounts need to be reflected on the ***Offer***

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

(D) The DFEO shall review the total effect of claim settlements, liquidated damages, and supplemental agreements to ensure that duplicate payments are not made.

(E) The DFEO's review of the revised explanations of overruns and underruns for any changes in quantities should have been made by the Resident Office.

(F) The DFEO should verify the final estimate to be included with the offer letter to the Contractor and that all entries include previous estimate quantities and dollar amounts.

## 14.3 UPDATE AND SUBMITTAL OF FINAL ESTIMATE

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

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

(A) The Resident Office shall forward all notifications of legal action to the appropriate District Office of General Counsel.

(B) The DFEO will be responsible for forwarding a copy of the final estimate to the Federal Highway Administration (FHWA) on full-oversight federally funded contracts.

(C) The DFEO shall review all of the Contractor's documents for correctness (*see* ***Sections 14.4*** of this chapter and ***Chapter 5.11 of the Construction Project Administration Manual(CPAM)***).

(D) The final quantities are placed on the estimate using Progress Estimates with final approval level set as Electronic Estimate Distribution (EED) Finals. The estimate will print as a Final, additional finals in this manner may be run as issues are resolved. The Final Estimate will be processed after the Contractor has taken a full acceptance on all qualified issues and is in "Regular Pass". The Final Estimate in SiteManager will be a Zero Dollar estimate and is used to close the job out.

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

**PROCESSING THE FINAL ESTIMATE IN THIS SYSTEM!**

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

(A) The retainage may be reduced to $1,000 if:

(1) The amount retained is sufficient to cover any possible decrease in the quantities shown on the last paid estimate tabulation, plus any amounts the Department elects to deduct for unsatisfied claims or defective work as provided in ***Section 9-5*** of the ***Specifications***.

(2) The Contractor has submitted all the required documents, properly executed.

(B) A Certification of Materials and Tests is also required from the State Materials Office (SMO) in Gainesville and/or the District Materials Office before payment is made to the Contractor.

(C) Where there is more than one job in the same contract, the retainage will be distributed in the percentage each job bears proportional to the total original contract amount.

**14.3.3 Submittal of The Final Estimate**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- **After final acceptance the Residency will need to run a Progress Estimate to reduce the Contractors monetary amount due. This will help insure that the Final Offer will be a zero amount due.**

- **A special effort should be made to see that all items that may or may not require "certification of quantities" from the Contractor that are constructed toward the end of the project , be paid on a Progress Estimate prior to the Final Offer. This will insure that the Sub-Contractors are paid in a timely manner.**

- **All pending items at the time the Offer of Final Payment is made should be included on the *Offer Letter*. (As an example: List pending Supplemental Agreement numbers, not all items within it. Or list item # waiting for certification, etc;).**

- **After the Offer of Final Payment has been issued to the Contractor, in cooperation with the District Construction Engineer, the DFEO will unencumber any unused Contingency Supplemental Agreement and Contingency Pay Item funds after PAR's are performed. (See CPAM, Section 7.4.8.2 *for more details on unencumbering funds.)***

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

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

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

a.) Upon full acceptance of the offer, the Contractor will be paid in the normal manner as detailed in ***Section 14.9*** of this chapter.

b.) The ***Contract Estimate Transmittal - Action Request Form 700-050-37*** will be used to notify the Office of Comptroller, District Materials Office, and District Compliance Manager that the contract is a value added contract.

c.) All contracts, except Traffic Marking contracts, will be placed in Status 52 and the remaining funds unencumbered.

d.) Contracts with Traffic Markings warranties, will remain open(see above).

e.) All value added contracts will remain open in SiteManager throughout the warranty period. DO NOT ENTER "PHYSICAL WORK COMPLETE" DATE OR CHANGE STATUS TO "COMPLETE".

**NOTE**: The contract will remain in "Under Warranty" status until the warranty period has expired. When the contract is closed completely it will go through the Pass and Payoff statuses as currently required (see ***Section 14.11.1*** of this chapter for guidelines).

(A) The Submit Letter is the official ***Offer of Final Payment*** or ***Request for Refund*** on the contract. There are two types of submit letters with two versions of each one, the ***Offer of Final Payment (see Figure Nos. 14-3*** and ***14-4a)*** and the ***Request for Refund*** for single or multiple job contracts ***(see Figure Nos. 14-5*** and ***14-6a)***. Distribution by CCEI and In-house personnel will be as follows:

(1) Send the Original to the Contractor.

(2) Send copies of the ***Submit Letter*** to the:

(a) Surety Company (Surety) when the ***Submit Letter*** is a request for refund.

(b) SMO when the Materials Certification has not been

received by the DFEO with all exceptions acceptably resolved.

(3) The first segment contains information as to the amount due or owed on the final estimate and includes any unprocessed estimates issued before the final estimate and held by the OOC or the District.

(4) The next segment of the ***Submit Letter*** is the request for the documents necessary to close the contract that have not previously been submitted by the Contractor or the SMO (see below (a) thru (f)). A discussion of the suitability of the documents supplied by the Contractor will follow in ***Section 14-4*** of this chapter and ***Chapter 5.11*** of the ***CPAM***. The following is a list of the documents:

(a) ***Contractor's Affidavit and Surety Consent (Form 21-A*) Form No. 700-050-21** ***(see Figure Nos. 14-7***, ***14-7a*** and ***14-7b)***.

(b) ***Certification of Materials*** ***(see Figure No.14-8)***.

(c) **Construction Compliance with Specifications and Plans Form No. 700-020-02** ***(see Figure Nos. 39*** thru ***39b)***.

(d) Any mill analysis needed to complete testing requirements on the contract.

(e) Any material invoices which the contract may specifically require the Contractor to submit in order to calculate final payment due the Contractor.

(f) Any other contract specific documents, the Contractor is required to turn over to the Department prior to the conclusion of the contract.

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

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

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

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

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

## 14.4 CONTRACT DOCUMENTATION

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

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

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

(B) Prompt review of the Contractor's submitted documents is a priority because the ***Standard Specifications*** require that the Contractor be notified within twenty (20) days receipt of ***Form 21-A***, of any discrepancies or the original date of receipt will control the establishment of the payoff date. This process is detailed in ***Chapter 3, Section 3.2.3, (B), (1)*** and ***(2)*** of this ***Manual***.

(C) The Contractor shall use the official forms provided by the Department for each specific document. Return other forms the Contractor may attempt to use within twenty (20) days of receipt. Send the Contractor a letter stating that it's forms are unacceptable because they are not the official forms provided by the Department and request that the Contractor re-execute the document(s) on the official form(s) provided by the Department. Attach copies of the official form(s).

## 14.5 SUSPENSION PROCEDURES

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

Also in accordance with ***Section 9-8*** of the ***Specifications***, on contracts completed by the Surety due to a takeover agreement, the failure on the part of the Surety to return all contract required documents within ninety (90) days of the Offer of Final Payment will be sufficient grounds to suspend a Surety's Qualification to Bond Department contracts under the provisions of ***Rule 14-24.001, F.A.C.*** ***Provisions for Prompt Settlement or Legal Defense of Claims*** and ***Disqualification for Failure to Settle Claims***.

**14.5.1 Action To Proceed With Notice of Suspension Letter at Day 80:** If all required contract documents have not been received within eighty (80) days of the ***Offer of Final Payment***, the DFEM/DFEO will prepare a final suspension letter to the Contractor ***(see Figure No. 14-11)*** stating which of the specific required contract documents have not been received in a satisfactory completed condition. This list will also include any outstanding contract requirements.

Upon completing the 90 day suspension letter, the DFEM will also prepare a

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

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

(A) The DFEO should check the office file to see if the missing required contract documents mentioned in the CE's letter have been received in satisfactorily completed condition. If any or all documents are received before the letter is sent to the Contractor, the DFEO will notify the SCO of these changes and the letter will be revised and signed by the CE.

(B) This letter shall advise the Contractor of the Department's intent to suspend its Certificate of Qualification and the Contractor shall contact the Delinquency Coordinator of the SCO by phone if there are questions on this matter. This letter also details that if the time frames expire, the suspension is conclusive. This eliminates the need for follow up letters.

(C) After the letter is signed by the CE, the SCO may fax a copy of the letter to the Contractor if a number has been supplied. The original letter will be generated by the SCO and delivered to the Contractor via Certified Mail, with ***Return Receipt Requested***.

(D) The SCO will send a copy of the ***Return Receipt*** and letters to the DFEO as the file copy of the CE's letter, as it establishes the date the Contractor received the letter.

(E) Copies of this letter will be distributed to the DFEM, DCE, Surety, the Pre-Qualifications Specialist, and the Central Office Contracts Administration Manager. The Contractor and the Department then have three options:

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

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

(2) If the Contractor requests an administrative hearing within ten (10) days of receipt of CE's letter, this will temporarily halt the suspension procedure, pending the outcome of the hearing.

(a) If a hearing has been requested, the Clerk of Agency Proceedings shall send to the DFEM a copy of the outcome of the hearing. If the hearing results in a finding that the Contractor has submitted all the missing required contract documents in a satisfactorily completed condition, then the processing of the payment of the Contractor's final estimate will continue without further delays.

(b) If the hearing results in a finding that the Contractor has NOT submitted all the missing required contract documents in a satisfactorily completed condition; then the suspension process outlined in the Notice of Intent to Suspend Certificate of Qualification letter will be conclusive.

(3) If no hearing was requested and all required documents are still not received, the DFEM shall notify the SCO Prequalifications Specialist via email that the time frame has expired. The Prequalifications Specialist will take the appropriate action.

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

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

(B) This letter shall advise the Contractor of the Department's intent to declare the Contractor Non-responsible and to contact the SCO by phone if the Contractor has questions on this matter. This letter also details that if the time frames expire, the suspension is conclusive. This eliminates the need for follow up letters.

(C) The SCO will send a copy of the ***Return Receipt*** and letters to the DFEO as the file copy of the CE's letter, as it establishes the date the Contractor received the letter.

(D) Distribute copies of this letter of Non-responsibility to the appropriate persons listed on the letter:

(1) If the Contractor returns the required documents to the Department, the non-responsible procedure will be halted after time has expired as shown in the ***Rule 14-22.0141, F. A. C.*** providing all documents are acceptable.

(2) If the Contractor requests an administrative hearing within twenty-one (21) days of receipt of CE's letter, this will temporarily halt the suspension procedure, pending the outcome of the hearing.

(a) If a hearing has been requested, the DFEM shall ask the Clerk of Agency Proceedings to send a copy of the outcome of the hearing. If the hearing results in a finding that the Contractor has submitted all the missing required contract documents in a satisfactorily completed condition, the processing of the payment of the Contractor's final estimate will continue without further delays due to documents mentioned in the CE's letter.

(b) If the hearing results in a finding that the Contractor has NOT submitted all the missing required contract documents in a satisfactorily completed condition, the suspension process outlined in Notice of Intent to Declare Non-Responsible letter will resume as outlined in the notice.

(3) If no hearing was requested and all required documents are still not received, the DFEM shall notify the SCO Prequalifications Specialist via email that the time frame has expired. The Prequalifications Specialist will take the appropriate action as outlined in the ***CPAM, Chapter 8.7.***

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

(A) If all contract-required documents are not received within ninety (90) days of the Offer of Final Payment, the previously prepared letter(s) as stated at the 80 day process above will be provided by the DFEM. ***(see Figures Nos. 14-14*** and ***14-14a)***. This letter shall advise the Surety of the Department's intent to suspend the Surety's qualification to bond Department contracts. This is a two-part letter with an attachment of ***Notice of Administrative Hearing Rights (see Figure No. 14-14a)***.

(B) The SCO will send a copy of the return receipt and letters to the DFEO for the file copy of the CE's letter as it establishes the date the Surety received the CE's letter.

(C) Send copies of the letter to the Central Office Contract Administration Manager and the Prequalifications Specialist. The Surety and the Department then have three options:

(1) If the Surety returns the required documents to the Department, the suspension procedure will be halted, providing all documents are acceptable.

(2) If the Surety requests an administrative hearing within twenty-one (21) days of receipt of CE's letter, this will temporarily halt the suspension procedure, pending the outcome of the hearing.

(a) If a hearing has been requested, the DFEM shall request the Clerk of Agency Proceedings to send a copy of the outcome of the hearing. If the hearing results in a finding that the Surety has submitted all the missing required contract documents in a satisfactorily completed condition, then the processing of the payment of the final estimate will continue without further delays due to documents mentioned in the CE's letter.

(b) If the hearing results in a finding that the Surety has NOT submitted all the missing required contract documents in a satisfactorily completed condition; then the suspension process outlined in the Notice of Intent to Suspend Qualification to Issue Bonds letter will resume as outlined in No. (3) below.

(3) If no hearing was requested and all required documents are still not received, prepare a letter ***(see Figure No. 14-16)***, for signature by the Department's Secretary confirming the suspension of the Surety's qualification to issue bonds outlined in the CE's previous letter. The Secretary's letter will also state that the suspension is effective on date of the twenty-first day after the Surety's receipt of the CE's letter. The Secretary's letter will also state that the suspension of the Surety's qualification to issue bonds will continue until all documents are received in a satisfactorily completed form.

(a) Forward the cover memo (only if not sent electronically) and the letter to the SFEO for review. The SFEO will forward the letter to the CE for signature. **NOTE**: This cover memo is not needed if the letter is transmitted electronically.

(b) The Secretary's letter shall list which of the specific required documents have not been received and/or which of the specific required documents have not been received in a satisfactorily completed condition.

(c) After the original is signed by the Secretary, the SFEO will return it to the DCE for mailing. Mail the original Secretary's letter to the Surety by certified mail with return receipt requested.

(d) Attach the return receipt to the file copy of the Secretary's letter as it establishes the date the Surety received the Secretary's letter.

(e) Send copies of the letter to all District Secretaries, the CE, the Central Office Contracts Administration Manager, and the SCO Prequalification Engineer.

(f) The CE shall sign any subsequent letter regarding the Surety's qualification to issue bonds status.

(D) If the missing required contract documents mentioned in the Secretary's letter, is not received in satisfactorily completed condition, within twenty-one (21) days after the date the Surety received the Secretary's letter; on the twenty-first day after the date the Surety received the Secretary's letter; call the Clerk of Agency Proceedings in

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

(E) If this procedure or the administrative hearing mentioned above ultimately leads to a suspension of the Surety's qualification to bond, the suspension shall be lifted upon receipt of all required documents. In order to lift the suspension, send a letter to the Surety rescinding the suspension ***(see Figure No. 14-17)***. This letter shall be signed by the CE.

(F) Send copies of this letter to all District Contracts Offices, the Central Office Contracts Administration Manager, DFEM, DCE, and the SCO Prequalifications Engineer.

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

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

(A) The suspension letter shall advise the Contractor of the Department's intent to suspend its Certificate of Qualification and the Contractor shall contact the Delinquency Coordinator of the SCO by phone if there are questions on this matter. This letter also details that if the time frames expire, the suspension is conclusive. This eliminates the need for follow up letters.

(B) After the letter is signed by the CE, the SCO may fax a copy of the letter to the Contractor if a number has been supplied. The original letter will be generated by the SCO and delivered to the Contractor via Certified Mail, with ***Return Receipt Requested***.

(C) The SCO will send a copy of the Return Receipt and letter to the DFEO as the file copy of the CE's letter, as it establishes the date the Contractor received the letter.

(D) Copies of this letter will be distributed to the DFEM, DCE, Surety, the Pre-Qualifications Specialist, and the Central Office Contracts Administration Manager. The Contractor and the Department then have three options:

(1) If the Contractor returns the required document to the

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

(2) If the Contractor requests an administrative hearing within ten (10) days of receipt of CE's letter, this will temporarily halt the suspension procedure, pending the outcome of the hearing.

(a) If a hearing has been requested, the Clerk of Agency Proceedings shall send to the DFEM a copy of the outcome of the hearing. If the hearing results in a finding that the Contractor has submitted the missing required contract document in a satisfactorily completed condition, then the processing of the payment of the Contractor's final estimate will continue without further delays.

(b) If the hearing results in a finding that the Contractor has NOT submitted the missing required contract document in a satisfactorily completed condition; then the suspension process outlined in the Notice of Intent to Suspend Certificate of Qualification letter will be conclusive.

(3) If no hearing was requested and the required document is still not received, the DFEM shall notify the SCO Prequalifications Specialist via email that the time frame has expired. The Prequalifications Specialist will take the appropriate action.

## 14.6 OFFSETTING PAYMENTS

This section describes how to facilitate payment of funds owed to the Department pursuant to a construction contract with any party. This procedure shall be applied to any construction contract on which the Department desires to recover funds from the Contractor and such funds cannot be recovered through the normal process of adjusting subsequent monthly progress estimates of payments to the Contractor.

### 14.6.1 District Authorization

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

(A) The DCE or DFEM will be responsible for identifying construction contracts on which the Department desires to recover funds from the Contractor of such project and said funds cannot be recovered through the normal process of adjusting subsequent monthly progress

estimated payments to the Contractor.

(B) The DCE or DFEM will obtain legal counsel to assure that the Department's intention of recovery is the result of a bona fide judgment, settlement, arbitration order, or final adjudication to determine the amount due to the Department and that the intent of recovery excludes amounts owed by the Contractor to subcontractors, suppliers, and laborers for the performance of that contract.

(C) The DCE or DFEM will notify the Contractor in writing, of the Department's request for reimbursement, specifying the exact amount due the Department, the contract number, the project number, the reasons for which the Department seeks reimbursement, and that receipt of payment by the Department will be due within sixty (60) days from receipt of said notice by the Contractor or the Department will seek reimbursement per ***Section 337.145, Florida Statutes***.

(D) The Accounts Receivable (AR) Administrator in the General Accounting Office should be notified when the Department requests reimbursement from the Contractor and should receive a copy of same information sent to the Contractor. Receipt of payment should be forwarded to the AR Administrator for monitoring payments.

(E) If payment is not received by the Department within sixty (60) days, the DCE or DFEM will notify the Director, Office Of Construction (hereinafter called the Director) and the Accounts Receivable Administrator. See procedure ***Accounts Receivable***, ***Topic No. 350-060-303, Section 18***, for the process to be used in collecting delinquent accounts.

### 14.6.2 All Construction Contracts

(A) The Director in consultation with the appropriate DCE's, will identify another contract (herein known as the donor contract) from which recovery of funds can be offset from payments due the Contractor.

(B) The OOC Financial Management Office, Federal Aid Section, will review the selected donor contract for compatibility with FHWA funding.

(C) The Director, will notify the AR Administrator of the OOC on the donor contract selected with ***Memorandum of Overpayment, Form No. 700-010-31***, ***(see Figure No. 14-40)***.

(D) The OOC, Disbursement Operations Office (DOO), Contract Payment

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

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

## 14.7 RECOVERY OF OVERPAYMENTS

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

**14.7.1 Send the Submit Package Certified Mail:** Send the Submit package (***Submit Letter*** and associated documents) on overpayment jobs to the Contractor by certified mail with **Return Receipt Requested**. Send a copy of the ***Submit Letter*** to the Surety and AR Administrator in the OOC General Accounting Office(OOC-GAO) ***(see Figure Nos. 14-5,*** and ***14-6, 6a)***.

**14.7.2 No Response from Contractor after 60 Days:** If after sixty (60) days from the date of the DFEM's letter to the Contractor there has been no response, send a request for refund letter to the Surety ***(see Figure No. 14-18)***. Send copies of this letter to the Contractor, the DCE, the RE and the AR Administrator.

**14.7.3 No Response from Contractor after 90 Days:** If after ninety (90) days from the date of the DFEM's letter to the Surety there has been no reimbursement of the overpayment, send a memo to the DCE to determine if there are any negotiations in progress that would reduce or eliminate the overpayment ***(see Figure No. 14-19)***. Send copies of this memo to the Central Office Chief Civil Litigation Counsel.

**14.7.4 Notify Legal Office:** If there are no negotiations underway, thirty (30) days after the date of this memo, send a memo ***(see Figure No. 14-20)*** to the Central Office Chief Civil Litigation Counsel advising him/her to collect the overpayment through legal means. Send copies of this memo to the SCO and the Accounts Receivable Administrator. See procedure ***Accounts Receivable, Section 18***, for the process to be used in collecting delinquent accounts.

**14.7.5 Receipt of Overpayment Check from Contractor:** If a check to reimburse the Department for an overpayment is received by the DFEM from the Contractor or Surety, then the DFEM should process the check following the procedures set forth in the ***Funds Transmittal System (FTS)*** and ***Topic No.***

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

## 14.8 FORFEITURE OF AMOUNTS DUE

***Section 337.141(4), Florida Statutes***, provides for the forfeiture of any amount owed as final payment in the event that the Contractor fails to submit all documents required for final payment within two (2) years after final acceptance; or within one (1) year of the Offer of Final Payment, whichever is later.

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

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

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

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

amounts due the Contractor to be forfeited.

## 14.9 CONTRACTOR'S ACCEPTANCE OF THE FINAL ESTIMATE

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

### 14.9.1 **Regular** or **Regular Overpayment Acceptance Letter:**

(A) The return of one of these letters, signed by the Contractor, signifies its agreement to either accept the amount offered or refund the amount requested by the Department as full and final settlement of any and all claims to compensation.

(B) When the Contractor returns the ***Regular Acceptance Letter*** with all other required documents, forward the final estimate to the OOC for contract closure.

### 14.9.2 **Qualified** or **Qualified Overpayment Acceptance Letters:**

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

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

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

of all qualified issues. (*see* ***Section 14.11.3*** of this ***Manual*** for qualified acceptance management).

## 14.10 CONTRACTOR'S AFFIDAVIT AND SURETY RELEASE

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

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

**NOTE:** If the Contractor is a corporation, the document must be signed by its president or an officer authorized to legally bind the corporation. The corporate title of the signatory must be provided.

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

**14.10.2 Requirements, Page Two:** Page two of this document, which must be executed by the Surety, gives consent to the Department to release final payment on the contract. A ***Power of Attorney*** (if any is required) must be provided by the Surety.

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

(A) The individual signing the statements for the Contractor has the authority to do so.

(B) The Surety and its attorney-in-fact (if any is required) and Florida resident agent (if any is required) have all signed the documents appropriately.

(C) The Power of Attorney (if any is required) from the Surety is enclosed with the document.

**14.10.4 Contracts Completed by Surety:** On contracts completed by the Surety due to a take over an agreement, use ***Form No. 700-050-22 Form 21-A Modified Surety Takeover*** instead of ***Form No. 700-050-21 Form 21-A Contractor's Affidavit and Surety Consent***. Both pages of ***Form No. 700-050-22*** are completed by the Surety ***(see Figure Nos. 14-28***, ***14-28a***, and ***14-28b)***. Before final payment is made, the package formed by pages one and two of the ***Form No. 700-050-22***, and the Surety's ***Power of Attorney*** (if any) must be reviewed by the District General Counsel's Office to check that the statements above in ***Section 14.10.3*** of this ***Manual*** are true.

**14.10.5 Receipt of Form 21-A** and **Unpaid Bills:** When the DFEM receives a ***21-A***, the following steps will be taken to ensure unpaid bills issue(s) have been addressed:

(A) Review ***21-A*** form for format, information, compliance, etc. Return the form to the Contractor if there are any discrepancies other than unpaid bills issue(s) within twenty (20) days of receipt of the ***21-A***.

(B) Next, check the Final Estimates Unpaid Bill Inquiry Program (FEUNPAID) for unresolved issue(s) with respect to this specific ***Form 21-A***. If there are no disputes listed on the ***21-A*** and there are unresolved issue(s) in the FEUNPAID system (or if all the issue(s) in the FEUNPAID system have not been listed on the ***21-A***), print a contract report from the FEUNPAID system. Send a copy of this report and a copy of the ***21-A*** to the RE and request he/she contact the DFEM to review the conflicts with the ***21-A*** and the report.

(C) When the RE's Office calls, find out if the issue(s) have been resolved. If the issue(s) listed in the FEUNPAID system have been resolved during the life of the construction contract, revise the FEUNPAID system to reflect their resolution.

(D) If you find there are discrepancies with the ***21-A*** and outstanding unresolved issue(s), the RE will notify the DCE and the District General Counsel's Office. A determination will be made as to whether good cause exists for nonpayment, whether payment should be withheld, or whether the matter should be pursued with regard to revocation of Certificate of Qualification.

(E) If the ***21-A*** is acceptable for all but unresolved unpaid bills issue(s):

(1) If the unresolved unpaid bills issue(s) have been determined to be good cause, send the final estimate for payment.

(2) If the unresolved unpaid bills issue(s) have not been determined to be good cause, hold the final estimate until the Contractor addresses the issue(s) with the subcontractor(s). The DCE will make the determination that the Contractor has provided sufficient evidence for addressing the issue(s).

(3) If the Subcontractor/First Tier sends a notice of nonpayment after the project was final accepted and paid off send the Prime Contractor a letter requesting a detailed response and include all pertinent information. (***see Figure No. 14-42***)

## 14.11 PASS PROCESS

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

(A) **Regular Pass:** When the Contractor has submitted a ***Regular Acceptance Letter***, the contract will be paid and closed. This is known as a **Regular Pass** (status 50 in FLAIR).

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

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

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

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

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

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

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

_____ + 50 days = _____
(date) (target date)

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

_____ + 20 days = _____
(date) (target date)

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

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

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

11/25/2004 - 11/01/2004 = 24 days late.

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

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

05/01/2004 - 04/15/2004 = 17 days early.

(3) Next, note the date the acceptance letter or ***21-A*** was received, whichever is later. This date will be used with the amount of days early or late to calculate the number of days required to achieve Payoff.

(4) The required Payoff date is calculated next.

(a) If the actual Submit date was late, subtract the number of days late from the number 25. For example, if the submittal was 24 days late: 25 - 24 = 1.

(b) If the actual Submit date was early, add the number of days early to the number 25. For example, if the submittal was 17 days early: 25+17 = 42.

(5) Take this number and add it to the date the ***21-A*** or acceptance letter was received (whichever is later) to calculate the required Payoff date.

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

(a) 20 + 25 = 45

(b) 06/10/2004 + 45 days = 07/25/2004 for the required Payoff date.

(6) If the actual Payoff date is after the required Payoff date, the OOC will compute the amount of interest due the Contractor and enter the interest paid on the ***Global Memo***. The OOC will send a copy of this memo showing the amount of interest paid to the DFEO. Place this copy in the DFEO office file.

(7) A worksheet is available to calculate these dates. ***(see Figure No. 14-29)***.

(B) The Federal Aid package consists of the documents necessary to satisfy the FHWA. Send this package with **Regular Passes** to the Office of Federal Aid. ***(see Figure No. 14-30)***. Along with this checklist, there are three (3) other FHWA related forms required before the contract can be placed in the Pass status. The ***Final Inspection and Acceptance of Federal-Aid Project, Form No 700-010-32*** should be completed and sent to FHWA. ***(see Figure No. 14-30a)***.

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

(1) Construction Inspection Report ***(see Figure 14-30b)***

(2) Final Acceptance Report ***(see Figure 14-30c)***

(C) The Central Files package contains the documents necessary for the Department's permanent files on the contract ***(see Figure No. 14-31)***. Send this package with a **Regular Pass** or a contract removed from **Qualified Reserve**.

(D) The Final Estimates package contains the documents necessary for the DFEO permanent office file. A checklist is used to create this file and it reflects the minimum documentation necessary for the permanent office file ***(see Figure No. 14-32)***. Retain the permanent office file in the DFEO for a minimum of five (5) years before preparing for storage according to ***Document Control Records Retention Schedule No. A-273(1)***.

### 14.11.3 Qualified Acceptance Management and Tracking Qualified Acceptance Issues

(A) At the time of **Qualified Pass**, write a letter ***(see Figure No. 14-33)*** to the Contractor advising them of the Department's action. This letter instructs the Contractor to pursue the claims listed in the ***Qualified Acceptance Letter*** through the appropriate Department personnel in the District. Send copies of this letter along with a copy of the ***Qualified Acceptance Letter*** to the DCE and the RE.

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

(B) Should there be a partial resolution of the Contractor's original qualified issues, send a letter of payment with copies to the DCE and RE ***(see Figure No.14-34)***. This letter advises the Contractor of partial or full settlement of qualified acceptance issues. **Use *Section B* of the letter, only if there are still outstanding issues.**

(C) Should there be a full acceptance on all issues within the original

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

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

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

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

(A) Once an ***Offer Letter*** has been sent to the Contractor there may be a need to offer a notification of issues found after the ***Offer Letter*** has been sent. This letter could be sent to the Contractor before or after an acceptance letter has been received and will address specific issues that were added or corrected due to issues discovered on the final estimate. These changes are needed based on the findings of the Post Audit Reviews (PAR) or additional information. The letter will state that, only those items listed are eligible to be qualified. If the Contractor takes exception to any of these items listed, they will be in addition to any and all items listed in the original qualified acceptance letter ***(see Figure No. 14-34b)***.

(B) After receiving the overpayment letter and refund check from the Contractor, issue a notification letter to the Contractor of the specific issues, addressing items that were added or corrected due to differences discovered on the final estimate. This may increase or decrease the overpayment. The Contractor has a right to accept or reject any or all of these changes ***(see Figure No. 14-34b)***.

(C) When the ***NOF*** letter is submitted within the timeframe specified in ***Section 9-8.1*** of the ***Standard Specifications*** the Contractor needs to complete and return the signed ***NOF*** letter with all other requirements specified in this Subarticle.

If the ***NOF*** letter is sent after the requirements of ***Section 9-8.1***, the

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

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

## 14.12 CONTRACT CLOSURE

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

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

**14.12.2 Notification of Impending Closure:** At the end of the appropriate waiting period, if the DFEM has received no indication or response of any action on the disputes set forth by the Contractor in the ***Qualified Acceptance Letter***, send a memo of impending contract close out to the DCE with copies to the RE requesting evidence that litigation or an arbitration claim was filed within the required period ***(see Figure No. 14-35)***.

**14.12.3 Contract Closure:** If the DCE responds that the claims were not filed or that the Contractor no longer wishes to pursue them, the contract will be considered paid in full and closed by the Department. Notify the OOC Disbursement Operations Office, Contract Payment Section, of this action in the ***Global Memo*** ***(see Figure No. 14-27)***. Send copies of this memo to the Central Office, Chief Civil Litigation Counsel and the DCE. Send a letter to the Contractor advising of the contract close out ***(see Figure No.14-36)*.**

**14.12.4 Closing Memorandum from General Counsel's Office:** If the DFEO receives a ***Closing Memorandum*** from the General Counsel's Office that all claims on a contract have been settled by legal action, prepare a letter to the Contractor. This letter notifies the Contractor that the contract is being closed out due to a legal settlement ***(see Figure No. 14-37)***. Notify the OOC

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

**14.12.5 Contract Closure due to Regular Acceptance by Contractor:** Occasionally, a Contractor decides not to pursue the claims outlined in the ***Qualified Acceptance Letter***. In this case, send a letter to the Contractor requesting that a ***Regular Acceptance Letter*** be executed. The execution of the ***Regular Acceptance Letter*** signifies the Contractor's acceptance of the amounts already paid as full and final settlement of all amounts due under the contract ***(see Figure No. 14-38)***. When this acceptance letter is returned, send a ***Global Memo*** to the OOC advising that no further monies are due and the contract may be closed ***(see Figure No. 14-27)***.

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

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

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

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

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

Certified Estimate.

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

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

# SAMPLE OF FIGURES FOLLOWING THIS CHAPTER

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

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

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

# Figure 14-1
# PROGRESS ESTIMATES LETTER (Single Project)

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

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

Date

Gentlemen:

Financial Project ID:_____

Federal Aid Project Number: _____

Contract Number: _____; County _____

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

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

This estimate will be forwarded for payment this date.

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

Sincerely,

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

Enclosures:
xc:

# Figure 14-2
# PROGRESS ESTIMATES LETTER (Multiple Projects)

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

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

Date

Gentlemen:

Financial Project ID: _____

Federal Aid Project Number: _____

Contract Number:_____ ; County _____

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

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

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

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

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

This estimate will be forwarded for payment this date.

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

Sincerely,

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

Enclosures:
xc:

# Figure 14-3
# OFFER OF FINAL PAYMENT (Single Project)

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

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

Date

Gentlemen:

**OFFER OF FINAL PAYMENT**

Financial Project ID:

Federal Aid Project Number:

Contract Number: _____; County _____

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

Our records indicate the date of Final Acceptance was _____.

**ADDITIONAL INFORMATION IF REQUIRED.**

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

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

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

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

Complete the final Construction Compliance with Specifications and Plans form.

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

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

Sincerely,

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

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

# Figure 14-3a (DBF-BF Only)
# (For Design Build-Finance & Build Finance Projects)
# OFFER OF FINAL PAYMENT PER ATTACHED PAYMENT SCHEDULE (Single Project)

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

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

Date

Gentlemen:

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

Financial Project ID:

Federal Aid Project Number:

Contract Number: _____; County _____

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

The total contract amount earned is $ _____ .

The total contract amount paid to date is $_____ .

The net amount due on this contract is $ _____ .

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

**ADDITIONAL INFORMATION IF REQUIRED.**

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

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

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

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

Complete the final Construction Compliance with Specifications and Plans form.

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

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

Sincerely,

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

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

# Figure 14-4
# OFFER OF FINAL PAYMENT (Multiple Projects)

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

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

Date

Gentlemen:

**OFFER OF FINAL PAYMENT**

Financial Project ID: _____

Federal Aid Project Number: _____

Contract Number: _____ ; County : _____

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

Our records indicate the date of Final Acceptance was _____ .

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

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

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

The net amount due you on this contract is $_____ .

**ADDITIONAL INFORMATION IF REQUIRED.**

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

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

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

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

Complete the final Construction Compliance with Specifications and Plans form.

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

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

Sincerely,

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

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

# Figure 14-4a (DBF-BF)
# (For Design Build-Finance & Build-Finance Projects)
# OFFER OF FINAL PAYMENT PER ATTACHED PAYMENT SCHEDULE (Multiple Projects)

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

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

Date

Gentlemen:

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

Financial Project ID: _____

Federal Aid Project Number: _____

Contract Number: _____ ; County : _____

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

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

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

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

The total contract amount earned is $_____.

The total contract amount paid to date is $ _____.

The net amount due on this contract is $ _____.

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

**ADDITIONAL INFORMATION IF REQUIRED.**

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

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

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

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

Complete the final Construction Compliance with Specifications and Plans form.

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

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

Sincerely,

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

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

# Figure 14-5
# OFFER OF FINAL PAYMENT
# OVERPAYMENT (Single Project)

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

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

Date

Gentlemen:

**REQUEST FOR REFUND**

Financial Project ID: _____

Federal Aid Project Number: _____

Contract Number: _____; County _____

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

Our records indicate the date of Final Acceptance was _____ .

**ADDITIONAL INFORMATION IF REQUIRED.**

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

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

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

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

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

Complete the final Construction Compliance with Specifications and Plans form.

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

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

Sincerely,

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

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

# Figure 14-6
# OFFER OF FINAL PAYMENT
# OVERPAYMENT (Multiple Projects)

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

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

Date

Gentlemen:

**REQUEST FOR REFUND**

Federal Aid Project Number: _____
Contract Number: _____County _____

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

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

ADDITIONAL INFORMATION IF REQUIRED.

The net OVERPAYMENT on this contract is $ _____ .

Our records indicate the date of Final Acceptance was _____ .

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

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

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

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

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

Complete the final Construction Compliance with Specifications and Plans form.

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

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

Sincerely,

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

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

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

DRAFT

| | |
|---|---|
| Contract | E6E76 |
| Balance due as of | 6/21/2010 |
| Last invoice processed | 29 |
| Last Payment Date | 6/17/2010 |

| | Financial Project Number | | | | | |
|---|---|---|---|---|---|---|
| **Payment Availability** | **415456-1-52-01** | **415456-1-52-02** | **xxxxxx-x-xx-xx** | **xxxxxx-x-xx-xx** | **xxxxxx-x-xx-xx** | **xxxxxx-x-xx-xx** | **Total** |
| Now | $ 196,717 | $ 32,796 | | | | | $ 229,513 |
| 7/1/2010 | $ 2,500,000 | | | | | | $ 2,500,000 |
| 10/1/2010 | $ 2,500,000 | | | | | | $ 2,500,000 |
| 1/1/2011 | $ 2,500,000 | | | | | | $ 2,500,000 |
| 4/1/2011 | $ 2,500,000 | | | | | | $ 2,500,000 |
| 7/1/2011 | $ 3,750,000 | | | | | | $ 3,750,000 |
| 10/1/2011 | $ 3,750,000 | | | | | | $ 3,750,000 |
| 1/1/2012 | $ 3,750,000 | | | | | | $ 3,750,000 |
| 4/1/2012 | $ 3,750,000 | | | | | | $ 3,750,000 |
| 7/1/2012 | $ 9,060,460 | | | | | | $ 9,060,460 |
| 10/1/2012 | $ 9,060,460 | | | | | | $ 9,060,460 |
| 1/1/2013 | $ 9,060,460 | | | | | | $ 9,060,460 |
| 4/1/2013 | $ 9,060,460 | | | | | | $ 9,060,460 |
| **Total** | **$ 61,438,557** | **$ 32,796** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 61,471,353** |

# Figure 14-7
# CONTRACTOR'S AFFIDAVIT AND SURETY CONSENT FORM

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

700-050-21
CONSTRUCTION
08/04
Page 1 of 3

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

STATE OF FLORIDA

COUNTY OF _____

Before me, the undersigned Notary Public, personally appeared _____
to me well known or who has produced _____ as identification,
(Type of Identification)

who being first duly sworn, deposes and says that he/she is: _____
(Title of duly authorized person)

of _____ a _____,
(Contracting entity) (Type of entity)

the Contractor on Financial Project I.D. _____, Road No. _____ in
_____ County, Florida under Contract No. _____

with the State of Florida Department of Transportation dated the _____ day of _____ , _____ ;

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

1. Said contract has been complied with in every particular by the Contractor and that all parts of the work have been approved by the District Director of Operations of the State of Florida Department of Transportation.

2. The Contractor has not offered or made any gift or gratuity to, or made any financial transaction of any nature with, any employee of the Department in connection with obtaining or performing said contract.

3. All amounts payable for labor, materials, or otherwise, in connection with said contract and work have been paid excep for normal sub-contract retainages, which will be satisfied within 30 days after payment and/or release of retainage withheld under said contract.

4. There are no claims or suits pending against said Contractor or anyone in connection with the work done, materials furnished or otherwise, under said contract except as listed below. As to any such exception listed below, the Contractor has stated the name of the entity making the claim, the name of the entity against whom the claim is being made, and demonstrated below good cause as required by Section 337.11(10)(b), Florida Statutes.

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

State of Florida
County of _____
Sworn to and subscribed before me this _____ day
of _____, _____, by _____
(Print name of person signing Affidavit)

_____
Notary Public

_____
Commission Expires

Personally Known ____ OR Produced Identification ____
Type of Identification Produced _____

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

_____
Contractor

_____
By

_____
Title

# Figure 14-7a
# CONTRACTOR'S AFFIDAVIT AND SURETY CONSENT FORM

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

STATE FO FLORIDA DEPARTMENT OF TRANSPORTATION

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

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

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

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

_____
SURETY COMPANY

**(AFFIX SEAL)**

BY: _____

☐ Its President or Chief Executive Officer

☐ Its Attorney-In-Fact

☐ Florida Licensed Insurance Agent

**(Attach Power of Attorney)**

STATE OF _____

COUNTY OF _____

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

Sworn to and subscribed before me this _____ day of _____ , _____

_____
My commission expires _____
Notary Public, State of _____

# Figure 14-7b
# CONTRACTOR'S AFFIDAVIT AND SURETY CONSENT FORM

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

700-050-21
CONSTRUCTION
12/09

**INSTRUCTIONS**

1. If the Contractor is a corporation, the document must be signed by its President/Vice President or an officer authorized to legally bind the corporation. Please include the corporate title of the Deponent on the line provided. If an individual or officer other than the President or Vice President signs, attach a copy of the authorization.

2. If the Contractor is any other entity, the document must be signed by an officer or director authorized to bind the entity. Please include the title of the Deponent on the line provided.

3. Any claims or pending suits for labor, materials, unpaid bills or liability damages against the Contactor in connection with the contract and work are to be listed in the spaces provided on the form. If space is inadequate, attach additional sheet(s) of paper thereto with initials of Deponent and surety affixed and dated. As to any such claims or suits, state the name of the entity making the claim, the name of the entity against whom the claim is being made, and demonstrate good cause as required by Section 337.11(11), Florida Statutes. The Prime Contractor should list only those claims in dispute with a Sub-Contractor (as defined in Section 9-5.6 of the Specifications). Proof of adequate liability insurance coverage in effect during the life of the contract must be attached when tort liability claims are listed.

4. The execution by the representatives of the entity and the surety must be sworn to before a notary public and the surety seal affixed. If executed by any other officer, please attach a certificate of authority.

5. The document must be executed in the name of the surety company by its President or Chief Executive Officer and the surety seal affixed. If executed by any other officer, please attach a certificate of authority.

6. If the document is executed in the name of the surety company by an attorney-in-fact, a power of attorney with the surety seal, dated the date of execution, must accompany the document and must grant the attorney-in-fact the authority to execute consents for the release of retained percentages and/or final estimates on engineering and construction contracts, or similar authority. The date of execution and the date of notarization on Page 2 and the date of the certificate on the power of attorney must be the same date.

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

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

7. Each power of attorney must be an original copy or be certified to by manual signature unless evidence is furnished that the surety company has authorized the use of facsimile signatures.

8. All appropriate blanks should be filled. No erasures or "white outs" are permitted. Corrections may be made by lining through the incorrect entry, entering the correct information, and having the change initialed by the person executing the form.

9. Failure to comply with the above requirements will result in return of the document and delay in payment of the final estimate.

# Figure 14-8
# EXAMPLE OF CERTIFICATION OF MATERIALS

*THIS LETTER NEEDS TO BE SENT ELECTRONICALLY*

***Florida Department of Transportation***

JEB BUSH
GOVERNOR

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

JOSE ABREU
SECRETARY

March 17, 2005

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

Dear Mr. Rodgers:

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

This is to certify that:

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

There are no known exceptions to this certification.

Very truly yours,

Steve Benak, P.E.
District Materials/Construction Engineer

SB:bc

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

www.dot.state.fl.us

# Figure 14-9
# LETTER OF REGULAR/QUALIFIED ACCEPTANCE OF OFFER OF FINAL PAYMENT

## Acceptance on Offer of Final Payment

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

District Final Estimates Manager

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

Dear Sir or Madam:

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

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

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

-OR-

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

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

# Figure 14-9a
# LETTER OF REGULAR/QUALIFIED ACCEPTANCE OF OFFER OF FINAL PAYMENT (Con't.)

ACCEPTANCE LETTER
Financial Project ID(s)
Contract Number:
Page Two

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

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

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

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

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

Sincerely,
Contractor's Name

_____

Signature Title Date

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

# Figure 14-9b
# LETTER OF REGULAR/QUALIFIED ACCEPTANCE OF OVERPAYMENT

## Acceptance on Offer of Final Payment (OVERPAYMENT)

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

District Final Estimates Manager

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

Dear Sir or Madam:

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

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

With this letter we have remitted our check in the amount of $ _____ as a refund of OVERPAYMENT for said contract as full settlement of our account under this contract covering construction and of all claims in connection therewith.

-OR-

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

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

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

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

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

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

Sincerely,
Contractor's Name

_____
Signature Title Date

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

# Figure 14-9c
# LETTER OF REGULAR/QUALIFIED ACCEPTANCE OF OVERPAYMENT (Con't.)

ACCEPTANCE LETTER (OVERPAYMENT)
Page 2

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

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

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

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

Sincerely,

Contractor's Name

_____
Signature Title Date

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

# Figure 14-9d
# ACCEPTANCE LETTER FOR STREAMLINE CONTRACTS

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

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

District Final Estimates Manager
Address
City, State Zip

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

Dear Sir or Madam:

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

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

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

Sincerely,
Contractor's Name

_____
Signature Title Date

# Figure 14-10
# MEMORANDUM FOR LOCALLY FUNDED AGREEMENT FINAL PAYMENT

***THIS MEMORANDUM NEEDS TO BE SENT ELECTRONICALLY***

**MEMORANDUM**

DATE:

TO: (Name), Accounts Receivable Administrator

FROM:

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

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

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

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

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

# Figure 14-11
# 80 DAY COURTESY LETTER FOR INTENT TO SUSPEND CERTIFICATION OF QUALIFICATION LETTER

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

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

Date

Gentlemen:

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

Financial Project ID:
Federal Aid Project Number: _____
Contract Number: _____ County: _____

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

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

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

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

**Mill Tests and Analysis Report** **Form 21-A (Bond Release)**

**Construction Compliance with Specifications and Plans Certification**

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

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

Sincerely,

District Final Estimates Manager

xc: District Construction Engineer

# Figure 14-12
# 90 DAY COURTESY LETTER OF NOTICE OF INTENT TO SUSPEND CERTIFICATION OF QUALIFICATION

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

Contractor Name
Contractor Address
City State Zip

**RE: NOTICE OF INTENT TO SUSPEND CERTIFICATE OF QUALIFICATION AND DECLARE NON-RESPONSIBLE**
**Financial Project ID: _____**
**F.A.P. Number: _____**
**Contract No.: _____ County: _____**

Gentlemen:

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

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

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

**Mill Tests and Analysis Report** **Form 21-A (Bond Release)**

**Construction Compliance with Specifications and Plans Certification**

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

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

Sincerely,

State Highway Engineer

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

# Figure 14-12a
# NOTICE OF ADMINISTRATIVE HEARING
# (10 DAYS)

**NOTICE OF ADMINISTRATIVE HEARING RIGHTS**

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

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

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

1. Your name, address, telephone number, any Department of Transportation identifying number on the Notice, if known, the name and identification number of each agency affected, if known, and name, address, and telephone number of your representative, if any; which shall be the address for service purposes during the course of the proceeding;

2. An explanation of how your substantial interests will be affected by the action described in the Notice;

3. A statement of when and how you received the Notice;

4. A statement of all disputed issues of material fact. If there are none, you must so indicate;

5. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action; as well as an explanation of how the alleged facts relate to the specific rules and statutes the petitioner contends require reversal or modification of the agency's proposed action;

6. A statement of the relief sought, stating precisely the desired action the petitioner wishes the agency should take in respect to the agency's proposed action.

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

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

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

# Figure 14-13
# NOTICE OF INTENT TO DECLARE NON-RESPONSIBLE LETTER

DATE

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

Contractor Name
Contractor Address
City, State Zip Code

**RE:** **NOTICE OF INTENT TO DECLARE NON-RESPONSIBLE**
**Financial Project No.:**
**Contract No:**
**County:**

Gentlemen:

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

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

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

**Mill Tests and Analysis Report** **Form 21-A (Bond Release)**

**Construction Compliance with Specifications and Plans Certification**

Pursuant to Section 337.16, Florida Statutes, and Rule 14-22.0141, Florida Administrative Code, the Department intends to determine that (*Company name*) is non-responsible and ineligible to bid on Department contracts for a period of ninety (90) days for failure to timely furnish the required contract documents. The determination of non-responsibility will become conclusive final agency action unless one of the following is done within twenty-one (21) days of receipt of this notice: (1) the required contract documents listed above are provided to the Department's District (#) Final Estimates Manager for this contract; or (2) a request for an administrative hearing is filed with the Department's Clerk of Agency Proceedings pursuant to the attached Notice of Administrative Hearing Rights.

*Company Name*
*Date*
Page 2

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

Sincerely,

State Highway Engineer

Attachments Notice

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

# Figure 14-13a
# NOTICE OF ADMINISTRATIVE HEARING RIGHTS
# (21 DAYS)

**NOTICE OF ADMINISTRATIVE HEARING RIGHTS**

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

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

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

1. Your name, address, telephone number, any Department of Transportation identifying number on the Notice, if known, the name and identification number of each agency affected, if known, and name, address, and telephone number of your representative, if any; which shall be the address for service purposes during the course of the proceeding;

2. An explanation of how your substantial interests will be affected by the action described in the Notice;

3. A statement of when and how you received the Notice;

4. A statement of all disputed issues of material fact. If there are none, you must so indicate;

5. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action; as well as an explanation of how the alleged facts relate to the specific rules and statutes the petitioner contends require reversal or modification of the agency's proposed action;

6. A statement of the relief sought, stating precisely the desired action the petitioner wishes the agency should take in respect to the agency's proposed action.

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

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

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

# Figure 14-14
# LETTER OF NOTICE OF INTENT TO SUSPEND QUALIFICATIONS TO ISSUE BONDS

DATE

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

Surety Name
Surety Address
City, State Zip Code

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

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

Gentlemen:

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

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

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

**Mill Tests and Analysis Report** **Form 21-A (Bond Release)**

**Construction Compliance with Specifications and Plans Certification**

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

*Company Name*
*Date*
Page 2

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

Sincerely,

State Highway Engineer

Attachments Notice

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

# Figure 14-14a
# LETTER OF NOTICE OF INTENT TO SUSPEND QUALIFICATIONS TO ISSUE BONDS (Con't)

**NOTICE OF ADMINISTRATIVE HEARING RIGHTS**

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

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

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

1. Your name, address, telephone number, any Department of Transportation identifying number on the Notice, if known, the name and identification number of each agency affected, if known, and name, address, and telephone number of your representative, if any; which shall be the address for service purposes during the course of the proceeding;

2. An explanation of how your substantial interests will be affected by the action described in the Notice;

3. A statement of when and how you received the Notice;

4. A statement of all disputed issues of material fact. If there are none, you must so indicate;

5. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action; as well as an explanation of how the alleged facts relate to the specific rules and statutes the petitioner contends require reversal or modification of the agency's proposed action;

6. A statement of the relief sought, stating precisely the desired action the petitioner wishes the agency should take in respect to the agency's proposed action.

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

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

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

# Figure 14-15
# NOTIFICATION OF FINDINGS LETTER OF NOTICE OF INTENT TO DECLARE NON-RESPONSIBLE LETTER

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

Date:

Contractor Name
Contractor Address
City State Zip

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

**Financial Project ID: _____ *Contract No.:* _____**

**F.A.P. Number: _____ *County:* _____**

Gentlemen:

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

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

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

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

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

Sincerely,

Chief Engineer

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

# Figure 14-15a
# NOTICE OF ADMININSTRATIVE HEARING
# (10 DAYS)

**NOTICE OF ADMINISTRATIVE HEARING RIGHTS**

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

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

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

1. Your name, address, telephone number, any Department of Transportation identifying number on the Notice, if known, the name and identification number of each agency affected, if known, and name, address, and telephone number of your representative, if any; which shall be the address for service purposes during the course of the proceeding;

2. An explanation of how your substantial interests will be affected by the action described in the Notice;

3. A statement of when and how you received the Notice;

4. A statement of all disputed issues of material fact. If there are none, you must so indicate;

5. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action; as well as an explanation of how the alleged facts relate to the specific rules and statutes the petitioner contends require reversal or modification of the agency's proposed action;

6. A statement of the relief sought, stating precisely the desired action the petitioner wishes the agency should take in respect to the agency's proposed action.

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

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

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

# Figure 14-16
# SUSPENSION OF SURETY QUALIFICATION TO ISSUE BOND LETTER

DATE

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

Surety Name
Surety Address
City, State Zip Code

**RE: DISQUALIFICATION TO ISSUE BONDS**

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

Gentlemen:

Our records reveal the on (*date*), your company received a notification letter signed by the State Highway Engineer of the Department of Transportation and sent Certified Mail, regarding the status of the Department's determination of your failure to submit all required documents in a satisfactorily completed condition within ninety (90) days after the Department's offer of final payment on the above referenced contract.

In that notification letter, you were told of the Department's intent that agency action would be final unless all required contract documents were received by the Department, or you filed a request for Administrative Hearing pursuant to Sections 120.57 and 337.16 of the Florida Statutes, within twenty-one (21) days from your company's receipt of that notification letter regarding the Department's intent.

The required contract document(s) listed below has/have not been furnished within twenty-one (21) days of your receipt of the notification letter mentioned above.
(**DFEM to list only incomplete or missing documents. Delete others shown below as required**).

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

**Mill Tests and Analysis Report** **Form 21-A (Bond Release)**

**Wage Rate Affidavit**

**Construction Compliance with Specifications and Plans Certification**

No request was made by your company for an Administrative Hearing within twenty-one (21) days of your receipt of the notification letter mentioned above.

**Therefore, your company's Qualification to issue bonds is hereby suspended by the Secretary of the Florida Department of Transportation on** (*use the date of the 31st day after Surety's receipt of State Highway Engineer's notification*). **This suspension will continue until the Department is in receipt of all required contract documents in a satisfactorily completed condition**. During this period of suspension, your company will be prohibited from issuing bonds on any Department construction contracts regardless of the dollar amount of this contract award as set forth in Rule 14-24.001 of the Florida Administrative Code.

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

Sincerely,

Secretary, Department of Transportation

Attachments Notice

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

# Figure 14-17
# LETTER RESCINDING SUSPENSION OF QUALIFICATION TO ISSUE BOND

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

Date:

Contractor Name
Contractor Address
City, State Zip Code

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

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

Gentlemen:

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

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

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

Sincerely,

Chief Engineer

Attachments Notice

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

# Figure 14-18
# LETTER TO CONTRACTOR'S SURETY COMPANY FOR OVERPAYMENT CHECK

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

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

Date

Gentlemen:

Financial Project ID: _____
Federal Aid Project Number: _____
Contract Number:_____ ; _____

The above referenced Contract was completed by _____ on _____ .

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

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

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

Sincerely,

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

xc: Prime Contractor
District Construction Engineer
Resident Engineer

# Figure 14-19
# DFEM MEMORANDUM TO DCE OVERPAYMENT REDUCTION (RECOVERY OF OVERPAYMENT)

***THIS MEMORANDUM NEEDS TO BE SENT ELECTRONICALLY***

**MEMORANDUM**

Date: _____

To: Name, District Construction Engineer

From: Name, District Final Estimates Manager

Copies: Chief, Civil Litigation Counsel

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

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

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

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

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

# Figure 14-20
# DFEM MEMORANDUM TO CHIEF CIVIL LITIGATION COUNSEL FOR RECOVERY OF OVERPAYMENT

***THIS MEMORANDUM NEEDS TO BE SEND ELECTRONICALLY***

MEMORANDUM

Date: _____

To: Chief, Civil Litigation Counsel

From: Name, District Final Estimates Manager

Copies: District Construction Engineer

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

The above referenced contract was completed _____.

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

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

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

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

# Figure 14-21
# EXAMPLE OF RECEIPT LOG

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

350-080-15
COMPTROLLER
10/01

**RECEIPTS LOG**

**DISTRICT AND/OR OFFICE:** _____

**DEPOSIT NUMBER OR RECORD OF SALE NUMBER:** _____

**DATE:** _____ **PAGE #** _____ **OF** _____

| # | Check Number (or indicate cash) | Received From | Description of item sold | Amount | |
|---|---|---|---|---|---|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |
| 7 | | | | | |
| 8 | | | | | |
| 9 | | | | | |
| 10 | | | | | |
| 11 | | | | | |
| 12 | | | | | |
| 13 | | | | | |
| 14 | | | | | |
| 15 | | | | | |
| 16 | | | | | |
| 17 | | | | | |
| 18 | | | | | |
| 19 | | | | | |
| 20 | | | | | |
| 21 | | | | | |
| 22 | | | | | |
| 23 | | | | | |
| 24 | | | | | |
| 25 | | | | | |
| | | | **TOTAL** | | |

Send with Deposit to Cashier's Office, MS 42

## Figure 14-22
# EXAMPLE OF CONTRACTOR'S CHECK OF OVERPAYMENT

All American Construction Company — Central Construction Division

| Invoice No. | Date | Comment | Gross Amount | Deductions | Amount Paid |
|---|---|---|---|---|---|
| 5800544893 | 11/30/2009 | | $ 2,445.84 | $ 0.00 | $ 2,445.84 |
| | | Totals: | $ 2,445.84 | $ 0.00 | $ 2,445.84 |

**Payee:** FLORIDA DEPT. OF TRANSPORTATION
605 SUWANNEE STREET
TALLAHASSEE, FL. 32399

**Vendor:**

**Check No.** 819735
**Check Date:** 12/11/2009

THIS CHECK VOID WITHOUT A COLORED BACKGROUND AND A WATERMARK

All American Construction Company
Central Construction Division
P.O. Box 1234
Allscity, Fl. 33333

Wachomacallit Bank, N.A.
FLORIDA
123-335/456

| Check Number | Check Date |
|---|---|
| 819735 | 12/11/2009 |

Net Amount
$ *****2,445.84

VOID IF NOT CASHED IN 90 DAYS

PAY: Two Thousand Four Hundred Forty-Five and 84/100 Dollars

TO THE ORDER OF: FLORIDA DEPT. OF TRANSPORTATION
605 SUWANNEE STREET
TALLAHASSEE, FL. 32399

Frederick Von Plume, Jr.
AUTHORIZED SIGNATURE

⑈00008197 35⑈ ⑆063210125⑆ 207994001 6400⑈

# Figure 14-23
# EXAMPLE OF FINANCIAL SHEET OF FINAL PAYMENT (OVERPAYMENT)

```
11/04/09                                STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION                    PESPJ11-1  PAGE  11
COSECT   FIN. PROJ.#    MANDST   JOB NO.        TRNSPORT/SITEMANAGER PAY ESTIMATE              CONTR. TYPE: CC   CONSTRUCTION
92030   239673-1-52-01    05        -              FINAL EST.NO. 0030     C.C. NO. 509          CONTRACT NO. T5163       ENGLISH
PROG. NUMBER -  52**                                                    ORLANDO CONSTRUCTION   LETTING DATE 06/21/06
F.A.P. NO. N/A                                                                                 NO. OF JOBS ON ESTIMATE   01 / 01
CONTRACTOR: F590594298007   HUBBARD CONSTRUCTION COMPANY

                        JOB SUMMARY:                                                  --------    !!!!!!!!!!!!!!!!!!!!!!!!!!!!!!
                                          ORIG. JOB AMOUNT$  35,625,560.06      102%  |NEG  *|    !!!!!!!!!!!!!!!!!!!!!!!!!!!!!!
                                          APPROVED S.A.'S $     537,513.79            |ZERO  |    !!                          !!
                                          PRES. JOB AMOUNT$  36,163,073.85      101%  |CD    |    !!  THIS ESTIMATE WILL BE   !!
                                          REG.WORK TO-DATE$  36,455,203.13            --------    !!  PAID BY THE EED SYSTEM !!
                                                              ------------=       100%            !!                          !!
                                          BAL. OF PRES AMT$    -292,129.28                        !!!!!!!!!!!!!!!!!!!!!!!!!!!!!!
                                                                                                  !!!!!!!!!!!!!!!!!!!!!!!!!!!!!!

                        TOTAL TO-DATE     LAST ESTIMATE     CHANGE THIS EST.

1. WORK
    REGULAR WORK      $ +36,455,203.13   $ +36,457,648.97   $      -2,445.84

   TOTAL WORK         $ +36,455,203.13   $ +36,457,648.97   $      -2,445.84

2. ADJUSTMENTS
    FUEL & BT ADJ     $    +457,532.36   $    +457,532.36   $          +0.00
   TOTAL ADJUSTMENTS  $    +457,532.36   $    +457,532.36

3. AMOUNT PAYABLE     $ +36,912,735.49   $ +36,915,181.33   $      -2,445.84

                                                                I CERTIFY THAT THE FINAL PLANS, CONTRACT,
                                                                AND PAY RECORDS FOR THIS JOB HAVE BEEN
                                                                REVIEWED, THAT VARIATIONS FROM PLAN QUAN-
                                                                TITIES ARE PROPERLY EXPLAINED AND THAT THE
                                                                COMPUTATIONS FOR THE FINAL ESTIMATE ARE
                                                                CORRECT ACCORDING TO MY BEST KNOWLEDGE AND
                                                                BELIEF.

                                                                DIST. FINAL ESTIMATES MANAGER

                                                                NAME PRINTED _____________________________

                                                                SIGNATURE _____________________________
 !!!!!!!!!!!!!!!!!!!!!!!!
 !! TO BE PAID BY EED !!  |BF-OB|-|      |-|VENDOR|-|F590594298007                |-|VOUCHER|-|       |    !!!!!!!!!!!!!!!!!!!!!!!!
 !!!!!!!!!!!!!!!!!!!!!!!!  |____|-|______|-|  ID  |-|____________________________|-|_______|-|_______|    !! TO BE PAID BY EED !!
                                                                                                            !!!!!!!!!!!!!!!!!!!!!!!!

                          |LINE|  ORG-CODE   |BO|  OBJ   | C |     AMOUNT     |QNTY|INV#|LINE|     DESCRIPTION      |OD|B |EGL|EOB|  CNTR #
CNTL| FCT |TR| AP/EN      |    |             |  |        | R |                |    |    |    |COSEC| FIN.PROJ.# | DST |  |CB|   |   |
----|-----|--|-------|----|-------------|--|--------|---|----------------|----|----|----|-----|-----------|----|---|--|---|---|-------
    | 200 |  | T5163 |    | 55054010506 |OM| 563007 |CR|       2,445.84 |    | 30 |    | 92030 | 23967315201 | 05 |   | 0 |   | 200 | T5163
----|-----|--|-------|----|-------------|--|--------|---|----------------|----|----|----|-----|-----------|----|---|--|---|---|-------
----|-----|--|-------|----|-------------|--|--------|---|----------------|----|----|----|-----|-----------|----|---|--|---|---|-------

          CONTRACT SUMMARY:   ORIG. CONTRACT AMT.$  35,625,560.06 102%        DAYS USED  964.0
                              APPROVED S.A.'S    $     537,513.79                 ---- =  94%
                              PRES. CONTRACT AMT.$  36,163,073.85 101%        PRES. DAYS 1027
                              REG.WORK TO-DATE   $  36,455,203.13             ORIG. DAYS  930
                                                    ------------= 100%
                              BAL. OF PRES AMT   $    -292,129.28
```

# Figure 14-24
# EXAMPLE OF RECEIPT OF CASH/CHECK FROM COMPTROLLER'S OFFICE

Transmittal Report Page 1 of 1

**RECORD OF SALE OF GOODS AND SERVICE/RECEIPT TRANSMITTAL**

TRANSMITTAL #: **5430** STATUS: **Pending**

TRANSMITTAL TOTAL: **$ 2,445,84** (CASH: **$0.00** CHECKS: **$ 2,445.84** )

CONTACT: **Office Head** PHONE: **(123) 456-7890** DISTRICT: **D5**

CASHIER'S OFFICE COMMENT:

**PAYMENT METHOD**

| CHECK # | ISSUER | CASH PAYMENT | CHECK PAYMENT | TOTAL |
|---|---|---|---|---|
| 819735 | All American Construction Company | $ 0.00 | $ 2,445.84 | $ 2,445,84 |

**DESCRIPTION OF SALE(S)**

| DESCRIPTION OF SALE | SUBTOTAL | SALES TAX | DISCRETIONARY TAX | COUNTY | TOTAL |
|---|---|---|---|---|---|
| REFUND OF OVERPAYMENT | $2,445.84 | $0.00 | $0.00 | | $2,445.84 |

**COST DISTRIBUTION**

| ORG CODE | EO | OBJECT | FINANCIAL | CB | EOB | CONTRACT | AMOUNT |
|---|---|---|---|---|---|---|---|
| 900500000 | 11 | 010050 | 12345615201 | 1 | 100 | T1234 | $ 2,445.84 |

http://webapp02.dot.state.fl.us/fundstransmittalsystem/RT.aspx 12/17/2009

# Figure 14-25
# DFEM LETTER TO CONTRACTOR
# NOTICE OF IMPENDING FORFEITURE

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

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

DATE

Gentlemen:

NOTICE OF IMPENDING FORFEITURE
Financial Project ID:_____
Federal Aid Project Number: _____
Contract Number: _____; County _____

The above referenced contract was completed _____ . All appropriate Final Estimate papers were mailed to you on _____ , indicating a balance due on this contract of _____ .

If the following document(s) is/are not received within sixty (60) days of receipt of this letter, the money owed to you will be forfeited to the state and our files will be closed in accordance with Florida Statutes 337.141(4).

Acceptance Letter
Form 21-A

Sincerely,

District Final Estimates Manager
(area code) Phone Number

XC: Surety Company
District Construction Engineer

# Figure 14-26
# DFEM LETTER TO FHWA OF NOTICE OF IMPENDING FORFEITURE

*(Name)*, Division Administrator
Federal Highway Administration
Florida Division Office
545 John Knox Road - Suite 200
Tallahassee, Florida 32303

DATE

Dear :

NOTICE OF IMPENDING FORFEITURE
Financial Project ID:_____
Federal Aid Project Number: _____
Contract Number: _____; County _____

A Notice of Impending Forfeiture was sent to the contractor advising that the money owed would be forfeited if all documents were not received within sixty (60) days of receipt of that notice. This is in accordance with Florida Statutes 337.1.141(4). As of this date, the required documents have not been received.

We request your permission to close this project with assurance that the Department will not lose federal funding. We request your response within thirty (30) days of your receipt of this letter. Thank you for your assistance.

Sincerely,

District Final Estimates Manager
(area code) Phone Number

XC: District Construction Engineer

# Figure 14-27
# MEMORANDUM TO OFFICE OF COMPTROLLER OF CONTRACT ESTIMATE TRANSMITTAL

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

**MEMORANDUM**

700-050-37
CONSTRUCTION
03/09

Date:

To:

Attn:

From:

Copies:

Subject:

Contract No.:

Financial Project I.D.:

Federal Aid Project No.:

County:

Attached is the following documentation for subject contract. Please process estimate for payment as soon as possible. If you have any questions, please call me at the number above. Thank you for your assistance.

| | |
|---|---|
| ☐ **QUALIFIED PASS**<br>**Remain in Status (10)**<br>**(Contract in Open Status)** | ☐ **VALUE ADDED CONTRACT**<br>**Status Code Change (52)**<br>**(Remove Encumbrance/Payables)** |
| ☐ **WARRANTY EXPIRED**<br>**Status Code Change (50)**<br>**(Close Contract)** | ☐ **Final Estimate** (Original + 1 copy for each job on contract, + 1 copy of money page stamped "mail with warrant") |
| ☐ **EXPEDITED PAYMENT FOR APPROVED S.A.**<br>(Includes Offer Estimate). No Contract Documents Required. | ☐ **Required DOT pay off date:**<br>_____ |
| ☐ **Overpayment Check Transmittal** (1 copy) | ☐ **Acceptance Letter(s)** (1 copy for each job on the contract) |
| ☐ **Interest Due for Late Final Estimate Payment**<br>*Formula:<br>Payment Amount X Mo. Int. Rate X No. of Mos. Delay<br>= $ _____ | ☐ **Arbitration, Court Orders, Take-Over Agreements** (1 copy) |

***Comptroller will calculate amount of interest due and return copy of memo to District Final Estimates Office with the amount of interest shown.**

Other comments/action requested: _____

# Figure 14-28
# FORM 21-A (MODIFIED) SURETY TAKEOVER

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**FORM 21-A (MODIFIED)**
**SURETY TAKEOVER**

FORM 700-050-22
CONSTRUCTION
01/00
Page 1 of 3

STATE OF _____
COUNTY: _____ ss:

Before me, the undersigned authority in said county and state, personally appeared _____, who being first duly sworn, deposes and says that he is _____ (a) _____ of _____ corporation authorized to do business under the Laws of Florida; and that said corporation, _____ is the Surety under a Contract Bond for _____ the contractor (hereafter) "contractor") on Financial Project ID _____, Road No. _____, in _____ County, Florida under Contract No. _____ with the State of Florida Department of Transportation dated the _____ day of _____, _____ and that the deponent states: that the default of said contractor has resulted in a Takeover Agreement dated _____;

1. To the best knowledge of _____, surety for _____, the said contract has been complied with in every particular by said contractor, surety or surety's agent and that all parts of the work have been approved by the director of Construction of the State of Florida Department of Transportation, except that _____ has failed to make payments to proper claimants under the Contract Bond; and _____ the Surety, shall negotiate, arbitrate, litigate or otherwise resolve all valid claims against the Surety and shall indemnify and hold harmless the State of Florida Department of Transportation for all claims for which the Surety is liable or for which the Surety and the Department, jointly, are liable.
2. The Surety, _____, has not offered or made any gifts or gratuity to, or made any financial transaction of any nature with, any employee of the Department in connection with obtaining or performing said contract.
3. All amounts payable for labor, materials or otherwise, for which the Surety is liable or for which the Surety and the Department, jointly, are liable in connection with said contract and work, have been paid except for normal subcontract retainages, which will be satisfied upon payment and/or release of retainage withheld under this contract, or will be paid when finally required by law; and the Surety, _____ _____, shall indemnify and hold harmless the State of Florida Department of Transportation for all claims for which the Surety is liable or for which the Surety and the Department jointly are liable.
4. There are no suits pending against said contractor or anyone in connection with the work done, materials furnished or otherwise under said contract, to the best knowledge or surety, except as itemized on the attached list.
5. We, the Surety, having heretofore executed a Contract Bond for the above named Contractor covering the project and road described above, hereby agree that the State of Florida Department of Transportation may make full payment of the final estimate, including the retained percentage, to the Surety, _____
6. It is fully understood that the granting of the right of the State of Florida Department of Transportation to make the payment of the final estimate to said surety and/or his assignee, shall in no wise relieve this surety company of its obligations under its bond, as set forth in the specifications and contract, including any amendments hereto, pertaining to the above project and road.

# Figure 14-28a
# FORM 21-A (MODIFIED) SURETY TAKEOVER



IN WITNESS WHEREOF, the Surety has caused this instrument to be executed on its behalf by its President or Vice President and/or its duly authorized attorney in fact, and its corporate seal to be hereto affixed, all on this _____ day of _____, _____, A.D. _____

(AFFIX CORPORATE SEAL)

_____

by: _____
TITLE

Original Power of Attorney must be attached if executed by Attorney in fact. The usual Power of Attorney for Execution of Bonds does not grant the power to execute these consents. The Power of Attorney Certificate must grant the agent the authority to execute consents for the release of retained percentages and/or final estimates on engineering and construction contracts, or similar authority, i.e., all consents required by Florida Department of Transportation.

STATE OF _____
COUNTY: _____ ss:

Before me, the undersigned authority, personally appeared _____ _____, to me well known as the person described in and who executed the foregoing instrument in the name of _____ surety, and its _____ and _____ acknowledged that he/she has due and legal authority to execute the same on behalf of said surety.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, _____, _____, this _____ day of _____, _____.

(AFFIX CORPORATE SEAL)

_____
, A.D.

My commission expires _____
Notary Public, State of _____

# Figure 14-28b
# FORM 21-A (MODIFIED) SURETY TAKEOVER (INSTRUCTIONS)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

**INSTRUCTIONS AS TO EXECUTION OF AFFIDAVIT AND SURETY RELEASE**

FORM 700-050-22
CONSTRUCTION
01/09
Page 3 of 3

1. Any claims or pending suits for labor, materials or liablility damages against the contractor or the surety in connection with the contract and work are to be listed in the spaces provided on the form. If space is inadequate, attach additional sheets thereto with initials of deponent and surety affixed and dated. As to any such claims or suits, state the name of the entity making the claim, the name of the entity against whom the claim is being made, and demonstrate good cause as required by Section 337.11(10)(b), Florida Statutes. Proof of adequate liablility insurance coverage in effect during the life of the contract must be attached when tort liablity claims are listed.

2. The execution thereof must be sworn to before a notary public by the officer of the corporation, or a co-partner of the partnership, or the individual as the case may be.

3. The certificate of the surety company must be executed in the name of the surety company by its President, Vice-President or other chief executive officer, or properly authorized agent, the corporate seal affixed, and the execution acknowledged by such officer or agent.

4. If the certificate is executed in the name of the surety company by an agent, a power-of-attorney with raised corporate seal, dated the date of execution, must accompany the document and must grant the agent the authority to execute consents for the release of retained percentages and/or final estimates on engineering and construction contracts, or similar authority.

   The power of attorney language authorizing execution of consents for the release of retained percentages must be authorized by the surety company. Power of attorney certificates will be rejected where there is no assurance that such language is not the surety's original language.

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

5. If the surety's officer or agent who executes the document is not a Florida Resident Agent, the document must be countersigned by a Florida Resident Agent. A power of attorney as noted above must be attached or social security number must be furnished for license verification.

6. Each power of attorney must be an original copy or be certified to by manual signature, unless an original copy is on file with the State of Florida Department of Transportation, or unless evidence is furnished in original form that the surety company has authorized the use of facsimile signatures.

7. Failure to comply with the above requirements will result in return of the document and delay in payment of the final estimate.

# Figure 14-29
# WORKSHEET FOR SUBMIT DATE & PAYOFF DATE

## Establishment of Submit Date and Payoff Date

I. Required Submit Date

(A) Final Acceptance if all required documents were received within 30 days of Final Acceptance _____ (date) + 50 days = _____ (date)

(B) Date Last Required Document received if req. documents were received over 30 days after Final Acceptance _____ (date) + 20 days = _____ (date)

II. Actual Submit Date: _____ (date)

III. Delay or Bonus

(A) If Actual Submit Date (II) is later Than Required Submit Date, [I(A) or I(B)], deduct the number of days late. _____ (# of days)

(B) If Actual Submit Date (II) is before Required Submit Date, I(A) or I(B), add the number of days early. _____ (# of days)

IV. Acceptance Letter and 21-A
Enter date of receipt of Acceptance Letter or 21-A, whichever is later. _____ (date)

V. Days Required to Achieve Payoff

(A) Delay = 25 - # of days from III(A) _____ (# of days)

(B) Bonus = 25 + # of days from III (B) _____ (# of days)

VI. Required Payoff Date =
Date IV + days V (A) or V (B) _____ (date)

# Figure 14-30
# MEMORANDUM TO FEDERAL-AID PROGRAMS MANAGER PACKAGE CHECKLIST

**MEMORANDUM**

Date:

To:

From:

Copies:

Subject:

Federal Aid Project Number:
State Project Number:
Financial Project ID:

Final Pass: ☐
or
Qualified Pass: ☐

_____ 1. Record of Final Plans – copy of completed records

_____ 2. Contract Time Sheet – two copies

_____ 3. Final Estimates – one copy

_____ 4. Overruns & Underruns – one copy

_____ 5. Final Inspection and Acceptance of Federal Aid Projects

_____ 6. Final Construction Project Costs

_____ 7. Satisfactory State Materials Certification

_____ 8. Corrected Deficiencies noted on the Final FHWA Inspection Report

_____ 9. Construction Compliance with Specifications and Plans

_____ 10. Project Schedule of Values **(For Design Build only)**

Reason for update:

_____

_____

_____

# Figure 14-30a
# FINAL INSPECTION and ACCEPTANCE of FEDERAL-AID PROJECT (FORM # 700-010-32)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

700-010-32
CONSTRUCTION
06/04

**FINAL INSPECTION AND ACCEPTANCE OF FEDERAL-AID PROJECT**

**INSTRUCTIONS:** ***District to complete this form for each completed exempt project***

| FEDERAL PROJECT NO. | FINANCIAL PROJECT ID. | CONTRACT NO. |
|---|---|---|
| | | |

**DESCRIPTION OF IMPROVEMENT AS PROGRAMMED:**

**PROJECT TYPE (CHECK ONE)**
☐ NHS EXEMPT ☐ NON-NHS EXEMPT

| CONTRACTOR'S NAME | COUNTY | CONTRACT AMOUNT |
|---|---|---|
| | | |

**NOTICE OF FINAL INSPECTION:** *The above listed project has been completed in reasonable close conformance with the approved plan.*

SIGNATURE _____
*(RESIDENT ENGINEER)*

TITLE _____ INSPECTION DATE _____

**NOTICE OF FINAL ACCEPTANCE:** *The above listed project has been completed in reasonable close conformance with the approved plans and specifications including authorized changes and extra work.*

SIGNATURE _____
*(DISTRICT CONSTRUCTION ENGINEER)*

TITLE _____ FINAL ACCEPTANCE DATE _____

Distribution: Federal Aid Office (MS 21)
Comptroller, Attention Federal Aid Project Account Section (MS 42)
FHWA, Program Operations Engineer (MS 29)

# Figure 14-30b
# CONSTRUCTION INSPECTION REPORT

Doc# 559066 Form# 1446A

US Department of Transportation
Federal Highway Administration

## Construction Inspection Report

District Engineer MB

| Division | Report No | Inspected | Reported | Project No |
|---|---|---|---|---|
| Florida | | 12-08-99 | 01-10-2000 | ACDPI-ACNH-0043-(8)(FO) |

| Inspection made by | Area | State No | District |
|---|---|---|---|
| Gus Shanine, Urban Transportation Engineer | B-1 | 10190-3430 | 7 |

| Quality of Work | Progress of Work | Time | Work |
|---|---|---|---|
| Satisfactory | Satisfactory | 98.5% | 92% |

In Company With

Ms. Pamela Deinegro and Ms. Lynn Isaak, FDOT

| Inspection Type | Phases Inspected |
|---|---|
| Final Inspection | |

| Location | County |
|---|---|
| I-4; from McIntosh Road to Branch Forbes Road | Hillsborough |

Description

Reconstruction from 4 to 6 lanes

The final inspection is to assess the completion of the project. The inspection involved a close-out discussion of project issues and a site visit to assess the quality of completed work.

The physical construction of this project has been completed in reasonably close conformity with the approved plans and specifications except for the following:

1. Breakaway sign foundation need to be backfilled
2. Placement of reflectorized delineators at inlet headwalls
3. Cable need to be removed off guardrail at Bethlahem Bridge
4. Utility post within the clear zone area along the mainlanes need to be removed
5. Debris in several areas within the project limits need to be removed
6. Eroded areas around an inlet under bridge need to be repaired.

The following are needed for Final Acceptance:

1. Materials Certification
2. Final Estimate
3. Satisfactory PR-47
4. Overrun and Underrun Statement
5. Contract Time Summary
6. Final Record Review

# Figure 14-30c
# FINAL ACCEPTANCE REPORT

U.S. Department of Transportation
**Federal Highway Administration**

## FINAL ACCEPTANCE REPORT

| DIVISION | REPORT NO. | DATE OF FINAL INSPECTION REPORT | PROJECT NO. |
|---|---|---|---|
| Florida | FINAL | 3/20/2012 | FAP# ARRA145B FIN#426645-1-52-01 |

| DATE CONTRACT STARTED | DATE WORK COMPLETED | ACCEPTANCE BY CONTRACT AGENCY | TIME ELAPSED |
|---|---|---|---|
| Feb 9, 2010 | March 20, 2012 | 3/20/2012 | 100 % |

LOCATION
East-West Road from SR 33 to Pace Road at the Polk Parkway, POLK County

SCOPE OF PROJECT
New Roadway Alignment, Roadway Construction, Drainage, Ponds, Paving, Signs and Signalization, Lighting and Construction of New Four Lane Roadway Facilities and Loop Road to USF Campus.

NOTE: FHWA-47 ☐ Submitted ☑ Not Required

Materials Certification ☑ Submitted ☐ Not Required
There is compliance with section 1.23 of the Regulations pertaining to encroachments on the right-of-way.

REMARKS: ☑ SHA procedures and controls were sufficient to assure that this project completed in reasonable close conformance with the approved plans and specifications including authorized changes and extra work.

NOTES
a) Liquidated Damages None for this project
b) Materials Certification Received dated July 18, 2012
c) Design Build Project/LUMP SUM
d) No Outstanding Issues

Copies Distributed
FDOT District One Final Estimates Office, MS 1-6
FDOT Final Estimates Office MS-31
State Construction Engineer, FDOT, MS 31,
Federal Aid Office FDOT MS-21
Cheri Jenkins, FDOT Finance Management, MS-24
Ken Harvey, Director Office of Finance & Administration FHWA
Chad Thompson, Program Operation Engineer, FHWA
District One Transportation Engineer, FHWA
FHWA Project File (Original)

| ACCEPTANCE OF PROJECT IS RECOMMENDED | | ACCEPTED BY FEDERAL HIGHWAY ADMINISTRATION | |
|---|---|---|---|
| Signature | | Signature | |
| Title | Date | Title District Transportation Engineer | Date 2/25/2013 |

Form FHWA 1446B (Rev. 3-90)

# Figure 14-31
# CENTRAL FILES CHECK LIST

Figure 14-31
CENTRAL FILES CHECK LIST

Financial Project ID:_____
Initials:_____

Checklist for Central Files

_____1. Letter to Contractor - copy, submits and resubmits in chronological order

_____2. Procedural Review Memo

_____3. Correspondence - copies, chronological order

_____4. Transmittal Letter - copy

_____5. Final Estimate - copy, one for each job on contract

_____6. Overruns and Underruns - copy with explanations

_____7. Acceptance Letter - copy, one for each job on contract

_____8. Form 21-A - approved original



Post Review Processing / Contract Closeout Figure No. 14-31

# Figure 14-32
# CHECK LIST FOR ESTIMATE JOB FILE

## Checklist for Estimate Job File

Financial Project ID: _____
FAP No: _____
Contract No: _____
File Prepared By: _____
Date: _____

_____1. Record of Final Plans
_____2. Transmittal Letter - original
_____3. Contract Time Sheet - copy
_____4. Certification of Materials & Tests
_____5. Correspondence – in chronological order, latest date first
_____6. Miscellaneous Test Report
_____7. Engineer's Worksheet
_____8. Time Extension Letters
_____9. Final Estimates Review Form
_____ 10. Contractor's Letter of Acceptance – (original) on for each job on contract
_____ 11. Final Estimates – one copy of final estimate
_____ 12. Estimates Previously Submitted (in sequence from tentative estimate no. forward)
_____ 13. Fuel & Bituminous Adjustment Calculations - original
_____ 14. Overruns and Underruns – with explanations
_____ 15. Supplemental Agreements and Change Orders– copy of all approved
_____ 16. Court Orders - copies
_____ 17. Arbitration Rulings - copies
_____ 18. Form 21-A - copies - copies
_____ 19. Overpayment Check Transmittal
_____ 20. JPA's
_____ 21. Cost & Time Report
_____ 22. Final Inspection Form For Federal Aid Projects
_____ 23. Warranty Bonds
_____ 24. Final Payment Log
_____ 25. Construction Compliance with Specifications and Plans

## Figure 14-33
# REPLY TO CONTRACTOR OF RECEIPT OF QUALIFIED ACCEPTANCE OF THE ORIGINAL OFFER LETTER

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

Gentlemen:

Financial Project ID:_____
Federal Aid Project Number: _____
Contract Number: _____ County: _____

This letter is to acknowledge receipt of your Qualified Acceptance Letter with its supporting particulars which dispute certain areas of our original offer of final payment. The payment of estimates # _____ will be forthcoming. A copy of your original Qualified Acceptance Letter is attached for your future reference convenience. Please understand that only those unresolved issues addressed in your original Qualified Acceptance Letter will be considered by the Department for resolution.

Your submittal of the Qualified Acceptance issues and particulars does not constitute the formal filing of a claim as defined in Section 5-12 and 9-8 of the Standard Specifications. Your dispute pertains to items which must be addressed by the Resident Engineer. Therefore, it will be necessary to pursue these matters with the appropriate personnel in the Department's Residency. By copy of this letter to _____, we are requesting written notification of the resolution of this dispute. This office will prepare a resolution letter along with an estimate if your dispute precipitates additional payment.

Sincerely,

District Final Estimates Manager
(*Area Code*) *Phone Number*

cc: District Construction Engineer
Resident Engineer

# Figure 14-34
# LETTER TO THE CONTRACTOR FOR PARTIAL OR FULL SETTLEMENT OF QUALIFIED ACCEPTANCE ISSUES

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

Date

Gentlemen:

Financial Project ID:_____
Federal Aid Project Number: _____
Contract Number:_____; _____County

Enclosed for your information is a copy of ESTIMATE NUMBER _____ on Financial Project ID _____ showing a balance due (an overpayment) of $_____ . This project was Final Accepted on _____.

This estimate is being issued to address resolutions of one or more (or all remaining) issue(s) raised in your original Qualified Acceptance Letter dated (date).

The details of the issue(s) is/are listed below in section A:

-A-

| | Item Number | Quantity in Question | Unit | Quantity Paid this Est. |
|---|---|---|---|---|
| 1. | _____ | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ | _____ |
| 4. | _____ | _____ | _____ | _____ |

According to your Qualified Acceptance letter, you reserved the following issue(s) that may be considered by you to remain outstanding at this time. If you choose not to accept one of the items above then, it too will be considered an outstanding issue. These issues are listed in section B:

-B-

| | Item Number | Quantity in Question | Unit | Quantity Paid this Est. |
|---|---|---|---|---|
| 1. | _____ | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ | _____ |

Your signature below stipulates your agreement with the resolution of this/these issue(s) listed in Section A.

(NOTE: If there are no outstanding issues listed in section B, delete section B and insert the following to the last sentence) and closure of the contract based on this resolution.

_____
Name, Contractor Representative

_____
Title

_____
Date

Sincerely,

District Final Estimates Manager
(area code) Phone Number

xc: District Construction Engineer
Project Administrator

# Figure 14-34a
# COMPLETE SETTLEMENT LETTER

**MEMORANDUM**

Federal Aid Project No.: _____

FIN Project No.: _____

Contract No.: _____

Dear Sir:

Enclosed is a copy of ESTIMATE NO. _____ and $ _____ FINAL.

This letter is being issued due to resolving all issues within your original Qualified Acceptance Letter.

We are in full agreement with the settlement and in accepting this, all issues relating to this estimate will be a full settlement of our account under this contract covering construction of the above referenced project and of all claims in connection therewith.

The date of final acceptance of the work was _____ .

Sincerely,

_____
(Signature)

_____
(Title of Official Signing Form)

_____
(Name of Company)

_____
(Date)

**PLEASE RETURN THIS LETTER DIRECTLY TO:**

District Final Estimates Manager
ATTENTION: (Name)
Department of Transportation
Address
City, State Zip Code

# Figure 14-34b
# LETTER TO THE CONTRACTOR FOR NOTIFICATION OF FINDINGS DUE TO ADDITIONAL REVIEW

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

Date

Gentlemen:

**NOTIFICATION OF FINDINGS DUE TO ADDITIONAL REVIEW**

Financial Project ID: _____

Federal Aid Project Number:

Contract Number: _____ ; County

1. (*Use this paragraph if Qualified/Full Acceptance letter has not been received)*-The offer letter to you in the amount of $ _____ on ESTIMATE NUMBER _____ was issued on _____.

2. (*Use this paragraph if Qualified/Full Acceptance letter has not been received)*- This is to advise you that after further review of this contract there have been changes made to pay quantities and/or adjustments that were not shown on the original offer.

3. (*Use this paragraph if Qualified/Full Acceptance letter has not been received)*- The changes generated by Supplemental Agreement _____ detailing those issues are listed below and will be processed after the Department has received your response on the original offer.

4. (*Use this paragraph if Qualified/Full Acceptance letter has been received)*-This Letter is being issued to acknowledge completion of further review on the Final Estimate after receiving your Qualified Acceptance Letter dated _____ . This review resulted in changes to the pay quantities and/or adjustments.

5. The details of the issue(s) are listed below and in the appropriate space indicate your agreement or disagreement on each item. If you disagree, provide a full explanation of all items in dispute, including item and amount. Any of these items that you may qualify will be in addition to your original Qualified Acceptance letter.

6. Your signature below stipulates your acknowledgement with the resolution of this/these issue(s).

7.

| Financial Project ID | Pay Item | $ Amount | Agree | --- Disagree |
|---|---|---|---|---|
| _____ | _____ | _____ | ☐ | ☐ |
| _____ | _____ | _____ | ☐ | ☐ |
| _____ | _____ | _____ | ☐ | ☐ |

8. (*Use this paragraph if net amount is an increase*) These changes listed above reflect an net amount due of $ _____ .

9. (*Use this paragraph if net amount is an decrease*) These changes listed above reflect an net overpayment of $ _____. Your check in the amount of this overpayment, made out to the State of Florida, Department of Transportation, is due upon receipt of this letter.

Final Acceptance Dated _____ .

Sincerely,
District Final Estimates Manager
(area code) Phone Number

Enclosures
xc: District Construction Engineer
State Materials Office
District Compliance Office

**CONTRACTOR'S SIGNATURE**

_____
Signature Title Date

# Figure 14-35
# MEMORANDUM TO DCE OF NOTICE OF IMPENDING CLOSURE

**MEMORANDUM**

Date:

To: *Name*, District Construction Engineer

From: *Name*, District Final Estimates Manager

Subject: Financial Project ID: _____
Federal Aid Project No.: _____
Contract Number: _____ County: _____
*Name*, Prime Contractor: _____

IMPENDING CLOSURE

This office has previously received a signed Qualified Acceptance Letter from the Prime Contractor. The Contract was placed in Qualified Reserve Status __*(DATE)*_. According to Florida Statute 337.19, failure of the contractor to file a formal claim within (820 days) from the time of completion of the work constitutes full acceptance.

Please advise us if you have evidence that litigation or an arbitration claim was filed within the required period so that we may maintain an open file until we have legal disposition of the claim. If no such negotiations exist, the contract will be closed in sixty (60) days and considered to be paid in full.

*Initials*

# Figure 14-36
# LETTER TO CONTRACTOR OF NOTIFICATION OF CLOSURE

Contractor Name
Contractor Address
City, State Zip Code

Date:

Gentlemen:

Financial Project ID: _____
Federal Aid Project Number: _____
Contract Number: _____ County: _____

This office has previously received your signed Qualified Acceptance Letter for the above contract, a copy of which is enclosed for your information. Florida Statutes 337.19 states that "suits by and against the Department under this section shall be commenced within (820 days) from the final acceptance of work." As the statutory limitations have now expired, this is your notice that we have closed the files and consider that this contract is paid in full.

Sincerely,

District Final Estimates Manager
*(Area Code) Phone Number*

cc:

# Figure 14-37
# LETTER OF NOTICE OF IMPENDING CONTRACT FILE CLOSE OUT DUE TO LEGAL SETTLEMENT

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

Contractor Name
Contractor Address
City, State Zip Code

Date:

Gentlemen:

NOTICE OF IMPENDING CONTRACT FILE CLOSE OUT

Financial Project ID: _____

Federal Aid Project Number: _____

Contract Number: _____ County: _____

This office has previously received a signed Qualified Acceptance Letter, a copy of which is enclosed for, the above contract. On _____, the job was placed in Qualified Reserve status awaiting the outcome of your claim.

We have been advised by our legal staff that _____ has been settled. In light of this information, this contract is being closed and considered paid in full.

Sincerely,

District Final Estimates Manager
*(Area Code) Phone Number*

Enclosed
xc:

# Figure 14-38
# LETTER OF CONTRACT CLOSURE DUE TO CONTRACTOR ACCEPTANCE

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

Contractor Name
Contractor Address
City, State Zip Code

Date:

Gentlemen:

REQUEST FOR SIGNATURE ON ACCEPTANCE LETTER

Financial Project ID: _____

Federal Aid Project Number: _____

Contract Number: _____ County: _____

This subject job was placed in Qualified Reserve status on _____ , awaiting resolution of your outstanding claim.

It has come to our attention that you no longer wish to pursue those claims and that you are satisfied with the quantities as submitted.

Since you are now in agreement with the Department, please excuse the enclosed Regular Acceptance Letter confirming your acceptance of the amounts previously paid as payment in full on this contract. This will allow us to close out the job.

Your cooperation is appreciated, Should you have any questions or should our information be incorrect, please contact this office.

Sincerely,

District Final Estimates Manager
*(Area Code) Phone Number*

Enclosed
xc:

# Figure 14-39
# Construction Compliance with Specifications and Plans

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

**CONSTRUCTION COMPLIANCE WITH SPECIFICATIONS AND PLANS**

700-020-02
CONSTRUCTION
04/09
Page 1 of 2

FIN PROJECT I.D.(s) _____ DATE: _____

_____ CONTRACT NO: _____

_____ Monthly: ☐

_____ Final: ☐

_____, Prime Contractor for the above referenced contract, hereby verifies based on personal knowledge or reasonable investigation and good faith belief, all work done and all Quality Control functions and Quality Control sampling and testing results are in substantial compliance with the pertinent specification requirements and the approved Quality Control Plan for this project. This includes the input of test results into the Department's LIMS database within 24 hours of results being received. This represents work done between _____ and _____. Exceptions to these requirements are listed below.

1.) Item No.: _____
Exception:

_____

_____

_____

_____

2.) Item No.: _____
Exception:

_____

_____

_____

_____

3.) Item No.: _____
Exception:

_____

_____

_____

_____

4.) Item No.: _____
Exception:

_____

_____

_____

_____

# Figure 14-39a
# Construction Compliance with Specifications and Plans (Con't)

700-020-02
CONSTRUCTION
04/09
Page 2 of 2

5. Item No.: _____
Exception:

_____

_____

_____

_____

6.) Item No.: _____
Exception:

_____

_____

_____

_____

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

State of Florida
County of _____
Sworn to and subscribed before me this _____ day
of _____, _____, by _____
(Print name of person signing Certification)

_____
Notary Public

_____
Commission Expires

Personally Known _____ or Produced Identification _____
Type of Identification Produced _____

_____
Quality Control Manager

_____
By

_____
Company

State of Florida
County of _____
Sworn to and subscribed before me this _____ day
of _____, _____, by _____
(Print name of person signing Certification)

_____
Notary Public

_____
Commission Expires

Personally Known _____ or Produced Identification _____
Type of Identification Produced _____

_____
Contractor

_____
By

_____
Company

# Figure 14-39b
# Construction Compliance with Specifications and Plans (Con't)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

700-020-02
CONSTRUCTION
09/09

## INSTRUCTION PAGE

**Financial Project Number(s):** List all financial project numbers on the contract.

**Date:** Show the date the certification is completed.

**Contract No.:** Show the contract number the certification represents.

**Monthly/Final:** Indicate which type of estimates this certification represents, monthly or final.

**Prime Contractor:** In this field, show the Prime Contractor's full company name.

**Date Began:** Show the beginning the certification represents. For a monthly or progress estimate, show the beginning date the estimates corresponds to. For a final certification, show the date the contract work began.

**Date Ended:** Show the ending dates the estimate corresponds to. For final certification, show the final acceptance date.

**Item No.:** Show the pay item number the exception is associated with.

**Exceptions:** For the monthly certification, list the following:

1. QC samples that did not compare with VT samples and had VT results upheld by RT samples.
2. Any samples that had Engineering Analysis Report or Delineation Test(s) performed.
3. Any failed QC samples.
4. Any QC samples that do not have results entered into LIMS.
5. Any QC samples that were performed by unqualified technicians or laboratories.
6. Any materials placed without an approval QC Plan or when the QC Plan is suspended.
7. Any materials provided from an unapproved producer or supplier.

The following **would not be listed as an exception** on the subject form:

1. QC samples that have been tested but not verified.
2. QC samples that have been tested and had verification test results that did not compare.

**When exceptions listed on the monthly have been resolved, provide the proper documentation for those items.**

**For the final certification, all unresolved issues to QC sampling and testing must be shown on the certification.**

**Notary Information:** The Notary of the Public completes this section. This certification must be notarized.

**Quality Control Manager:** Signature of the Quality Control Manager signing the certification.

**By:** Type or print the name represented by the signature in "Quality Control Manager" section.

**Title:** Type or print the title of the person signing the certification.

**Contractor:** To be signed by an officer or director of the Contractor with an authority to bind the Contractor.

**By:** Type or print the name represented by the signature in "Contractor:" section.

**Title:** Type or print the title of the person signing the certification.

It is not the Department's intent for Contractor's to list as exceptions samples and results for which they are not responsible, such as verification and independent verification samples and test results. Additionally, the Department will accept printouts of the Sample Status Progress Report in LIMS, as an attachment to assist in documenting the status of samples.

# Figure 14-40
# Memorandum of Overpayment, Form # 700-010-31

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

700-010-31
CONSTRUCTION
09/08

**MEMORANDUM OF OVERPAYMENT**

**DATE:**

**TO:** DISBURSEMENT OPERATIONS OFFICE, Deputy Comptroller, General Audit, MS - 42

**FROM:** DIRECTOR, OFFICE OF CONSTRUCTION

**COPIES TO:** Deputy Comptroller, Financial Management Office, General Accounting Office, Cashier's Office

**SUBJECT:** OVERPAYMENT TO _____
CONTRACTOR'S NAME

The final estimate for _____ under Contract number
CONTRACTOR'S NAME
_____, Financial Project Identification _____,
FAP Number _____ was submitted in the amount of $ _____.
The actual amount owed by the Department was $ _____, resulting in overpayment of
$ _____.

Please apply the overpayment to Contract Number _____, Financial Project
Identification _____, FAP Number _____ with
expansion option _____ object code _____. This offset will reduce the amount
payable on this contract from $ _____ to $ _____.

**COMPTROLLER'S OFFICE:**

O APPROVED
O DISAPPROVED

**CHECKLIST:**

O FA PROJECT
O SAME FAP RATIO
O SUFFICIENT FUNDS

_____
DIRECTOR, OFFICE OF CONSTRUCTION

# Figure 14-41
# Reminder Notice Letter to the Contractor

Date:

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

Ref: Streamlined Contract (Section 9-8 of the Contract)

Gentlemen:

**REMINDER NOTICE**

Financial Project ID: _____
Contract Number: _____ _____ ; County _____

The above project was Final Accepted on _____. This letter is to advise you that the requirements specified in ***Section 9-8 of the Contract*** shall be provided and approved by the Department prior to the final payment.

Any issues should be resolved with the Project Administrator to expedite the processing of these required documents. The Final Contractor's Certified Estimate shall accompany all applicable required documents listed in ***Section 9-8 of the Contract***.

In order for the Department to pay the Final Contractor's Certified Estimate all the requirements of ***Section 9-8 of the Contract*** shall be met and approved by the Department.

Please return any unexecuted documents to:
District Final Estimates Manager
Address
City, State Zip Code
(area code) Phone Number

Sincerely,

Enclosures
xc: Project Administrator
Surety Company

# Figure 14-42
# Unpaid Bills Received From Subcontractor/First Tier After Final Acceptance & Paid Off Date

(Date)

Contractor Name and
Address

**Financial Project ID:**
**Contract No.:**
**Federal Job Project ID:**
**County/Section No.:**

**RE: SUBJECT: UNPAID BILLS NOTICE FROM SUBCONTRACTOR**

Dear Sirs:

The Florida Department of Transportation ("Department") has received a Notice of Nonpayment from ("subcontractor /supplier name") (copy attached) against ("prime name") on the above referenced contract. In accordance with the Department records this contract was final accepted on date, and paid off on date. The Department is requesting that ("prime name") address this claim of nonpayment.

Please provide the Department and the ("Subcontractor Name"), with a detailed response, within 30 days of this request, including all pertinent information (cancelled checks, agreements, etc.).

If you have questions in this matter please call me at telephone number.

Sincerely,

("Final Estimate Manager name")
District ("#") Final Estimate Manager

initial/initial

Attachment
cc: _____, District Construction Engineer
_____, State Construction Engineer - Mail Station 31, w/ copy of claim
_____, Subcontractor