

## Section 5.11

### FINAL ESTIMATES DOCUMENTS

#### 5.11.1 Purpose

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

#### 5.11.2 Authority

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

#### 5.11.3 References

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

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

#### 5.11.4 General

##### (A) Personnel Qualification

The person(s) responsible for preparing monthly and final estimates and submitting the **Final Estimates Documents** to the DFEO ~~shall~~must be Construction Training Qualification Program (CTQP) Final Estimate Level ~~2~~4 qualified. See the [State Construction Training website](#) for more information.

##### (B) Quality Assurance

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

### (C) Document Submittal

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

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

### 5.11.5 Progress Estimates

The RO must prepare and submit monthly progress estimates for each contract to the District Office no later than the first Tuesday following the Sunday cutoff each month, ~~to the District Office~~. Exceptions to this include the conditions described in CPAM 5.11.5(E), periods where no work was performed, or during the period before work begins (i.e.,

stockpile material payments may be made during the procurement period, then monthly estimates skipped until work begins).

It is the responsibility of the District to ensure that all progress estimates ~~beare~~ received in the Office of the Comptroller, Disbursement Operations, no later than 8:00 a.m. on the fifth working day (Friday) after the cutoff date. Cutoff estimate dates are located on the Construction website at the following link:

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

The monthly progress estimate is prepared to show the quantity increases (sometimes decreases) for all items completed, underway, or stockpiled for use on the project. The RO will enter quantity changes into PrC.

For items underway, the estimate of work completed must be made in accordance with **Specifications Section 9-5** and by using the **Items Eligible for Partial Payment** report link below. Partial payment for stockpiled material, when requested by the Contractor, will be in accordance with Section **5.11.5(C)**.

#### **PAY ITEMS ELIGIBLE FOR PARTIAL PAYMENT**

~~Optional base pay items are the only pay items eligible for partial payments that are not included in the Items Eligible for Partial Payment report are optional base pay items.~~ Partial payment for optional base pay items is the area placed prorated by lift thickness. Asphalt base partial payments are calculated automatically in the **Quality Control Roadway Report (QCRR)**. ~~Payments for non-asphalt base partial payments are calculated manually using the following method (see Attachment 5-11-4 for examples):~~

$$\text{Partial Pay Area} = \text{Surface Area Placed} \times \frac{\text{Lift Thickness}}{\text{Plan Thickness}}$$

Partial Pay Areas are entered in PrC on the pay item (using Agency Views in PrC). The last Lift must be finished and primed before payment is made for the last Lift of non-asphalt base. Ensure the final pay area does not exceed 105% of the surface area.

~~A certification by the contractor is required to certify monthly that all applicable subcontractors and suppliers of material and equipment have been paid their proportionate share from the last progress estimate payment is required each month, per Specifications Section 9-5.6.~~

~~It is important for subcontractors to be paid in a timely manner. Therefore, A special effort must be made to see ensure that all items requiring that require Certification of~~

**Quantities** from the Contractor ~~are~~ paid on a progress estimate prior to the final estimate. ~~This will ensure that the subcontractors are paid in a timely manner.~~

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

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

Once an estimate is generated in PrC, the RO must ensure the Estimate Discrepancy report shows “No Errors Found” prior to approval. The RO must also ensure funds are

CNTR #	FCM	TR	AP/EN	LINE	ORG-CODE	EO	OBJ	OCA	C	R	AMOUNT	QNTY	INV#	LINE	COSEC	FIN. PROJ. #	DST	OD	B	EGL	EOB	CNTR #	
203			E8R45		55083000834	A4	563000	00000			867,654.77		16		89470	43799215201	08		0			203	E8R45
203			E8R45		55083000834	A4	563000	00000			21,284.15		16		89470	43799215201	08		1			203	E8R45
209			E8R45		55083000834	A4	563000	00000	CR		37,550.94		16		89470	43799215201	08		0			209	E8R45
202			E8R45		55083000834	A4	563000	00000			25,455.75		16		89470	43799215201	08		0			202	E8R45

available in the appropriate accounting codes listed on the certification page of PrC Pay Estimate Report (previously known as the TSO estimate) – see Example 1 below.

**Example 1**

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

A “Hold” or “Block” should only be used in the **Electronic Estimates Disbursement (EED)** payment system for negative estimates, when the Contractor owes the Department, or on positive estimates, when the Contractor does not submit contract required paperwork. Estimates must be processed ~~through~~ through EED in numerical order. For more information and examples, see [the SharePoint FAQ](#) (Internal link).

**(A) Contractor Certifications**

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

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

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

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

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

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

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

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

No progress payment ~~wi~~shall be made after the initial payment until the Contractor provides this certification. ~~For Unpaid Bill claims from a subcontractor/supplier or incomplete Certification, see guidance in CPAM Section 6.1 and~~ [Attachment 5-11-2](#) **Guidance Letters**.

**NOTE:** The above form, is not needed to process the final estimate, since **Form 21-A** contains essentially the same certification and is required for contract closeout.

#### (4) Certifications of Quantities

See **CPAM Section 5.14** for more information.

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

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

**NOTE: Form 700-010-13**, the **Daily Report of Construction**, also known as “the Diary” is still used for Construction Contracts ~~which that~~ are not in PrC, such as Short Duration Emergency contracts (some of these are in PrC), and Local Agency Program (LAP) contracts.

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

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

**NOTE:** For detailed instructions on completing ~~ngen of~~ the DWR, see **CPAM Section 5.1** and the [PrC Handbook](#).

### (C) Payment for Stockpile Material

Partial payments ~~are will be~~ allowed for new materials that will be permanently incorporated into the project and ~~that~~ are stockpiled ~~on for~~ the project, in approved locations in the ~~project~~ vicinity ~~of the project~~, and ~~in approved locations~~ Off Site per [Specification 9-5.5](#). ~~remote from the project.~~

~~Explain~~ ~~+~~ this procedure and **Form 700-010-42, Certification and Request for Payment for Stockpiled Materials**, ~~wishall be explained~~ at all preconstruction conferences. Partial payments will be controlled by the following provisions in addition to the **Specifications**:

#### (1) Certification and Request for Payment for Stockpiled Materials

Prior to any payment for materials being included in a progress estimate, **Form 700-010-42, Certification and Request for Payment for Stockpiled Materials**, ~~must be~~ executed by a person employed by the prime contractor in a supervisory capacity. ~~And all~~ accompanying invoices must be in the project records.

All materials must be stockpiled in a manner such that it is readily discernible that such materials are being reserved for exclusive use of the contract under which payment is requested. An aggregate for use in asphalt mixes or Portland cement concrete pavement must be in a stockpile set aside for exclusive use in producing mix for Department contracts. If a stockpile contains material for more than one Department contract, a control procedure submitted by the Contractor and approved by the Engineer/Administrator must be established to properly allocate costs between contracts.

For steel material or manufactured items containing steel components, Buy America certifications must accompany the request. The request for partial payment for materials stockpiled off site ~~must~~ ~~shall~~ be submitted in a timely manner. Payment for such items is to be based on the invoice price including delivery charges for delivered materials. The certification/request form must contain verification from the vendor that the material has been fabricated for specific use on the project; the material meets all the contract requirements and is properly stored in a secured manner for the sole use of the prime contractor and the specified project.

~~All materials must be stockpiled in a manner such that it is readily discernible that such materials are being reserved for exclusive use of the contract under which payment is requested. An aggregate for use in asphalt mixes or Portland cement concrete pavement must be in a stockpile set aside for exclusive use in producing mix for Department contracts. If a stockpile contains material for more than one Department contract, a control procedure submitted by the Contractor and approved by the Engineer/Administrator must be established to properly allocate costs between contracts.~~

No payment for Stockpiled Material will be made for incomplete requests, missing back up documentation (invoices, certifications, etc.), or material unable to be verified by the ~~CEIRO~~.

## (2) Location of Stockpiled Materials

Most of the materials eligible for partial payment will be stockpiled "in the ~~project vicinity of the project~~." Some materials may be stockpiled and stored off site (ex. precast yard or fabricator facility), in accordance with **Specification 9-5.5.3**.

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

## (3) Verification of Stockpiled Materials

Prior to entering payment for stockpiled material on a progress estimate, the PA must verify that the quantity of material for which the Contractor has requested payment is in fact stockpiled at the location designated. The PA must complete and sign the Verification section of Form 700-010-42, Certification and Request for Payment for Stockpiled Materials prior to payment as well.

For aggregates: measurements, calculations, or documented observations to approximate the quantity of material in each stockpile must be made.

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

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

**(4) Materials Certification**

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

**(5) Proof of Payment**

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

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

**(6) Documentation**

The Electronic Document Management System (EDMS) ~~must~~shall include all information on the material being stockpiled; i.e., name and address of supplier; how material was verified and eligible for payment

including the place, date, and the individual who has examined the stockpiled materials; calculations on how payments for materials are determined, calculations should also indicate which is stockpiled and which is installed materials; all invoices —(especially pre-stressed products and structural steel) must include the pay item numbers; and inspector's identification numbers or stamp; and paid invoices and other documents as may be required by this procedure.

**NOTE:** Stockpiled material payments may be made during the procurement period ~~\_, then~~ ~~m~~Monthly estimates will be skipped until work begins.

#### (D) Retainage

Retainage ~~will shall~~ be withheld in accordance with **Specifications Section 9-5**. Some contracts may have special provision requirements, which change the standard schedule (10%). Retainage is released on the final estimate, which means the final estimate will not be zero. Retainage may be reduced to \$1,000, see CPAM 5.11.6(B).

##### (1) Calculating and Applying Retainage:

Apply all adjustments (Fuel & Bit, CPF, Liquidated Damages, etc.) except retainage to the estimate in PrC and run the PrC Pay Estimate Report (previously known as the TSO estimate). Take the Amount Payable under the "CHANGE THIS ESTIMATE" column, move the decimal point one (1) place to the left (10%), and round to the nearest penny. This is the amount of retainage to withhold. Go back to any project with earnings and apply the Retainage as a Contract Adjustment and process the estimate again.

#### (E) Liquidated Damages

When the Contract time is exceeded, liquidated damages must be withheld from the contractor monthly. The contractor is charged for the defaulting days, which are the calendar days between expiration of the present contract time and the cut-off date of the estimate. The liquidated damages rate is established in **Specifications Section 8-10**. Upon approval of the District Construction Engineer, the Project Administrator may adjust the liquidated damages rate to the actual CEI cost for the contract during the damage period provided the following criteria have been met:

- (1) All Contract Work is complete (with ~~the~~ exception of minor punch-list items which do not require a lane closure)

- (2) The only outstanding contract requirements are the submission of final documentation, such as certifications, affidavits, as-built drawings, etc.

Liquidated Damages are calculated by multiplying the daily rate by the number of default days and entered in PrC as a contract adjustment. For multi-FIN contracts, liquidated damages are pro-rated between ~~projects~~~~jobs~~ based on the original contract amount. Only apply liquidated damages to projects with positive amount due. Do not apply liquidated damages to Phase 56 projects.

When **Supplemental Agreements** and time extensions are pending that would add sufficient days so ~~that~~ the contract time is not exceeded, the Director, Office of Construction may approve to not assess liquidated damages or to bypass the requirement to process a monthly estimate pending execution of these instruments.

#### 5.11.6 Final Estimate

After the final quantities are paid on the last progress estimate, the final estimate will be processed in PrC using a progress estimate with final approval level set as **PrPPRCService Account**. Confirm remaining approval levels with the District Final Estimates Office.

**NOTE:** Use the “*EED Final (Construction only)*” selection with “*Const Progress- Progress*” not “*Const Progress-Final*” estimate type option (pictured below) when processing all estimates in PrC. When the “*Const Final - Final*” type is used, the system will not allow additional changes and will close out the contract.

The image shows a software interface for selecting an estimate type. The label 'Type \*' is at the top left. Below it is a dropdown menu with a blue arrow pointing down. The menu is open, showing five options: 'Const Progress - Progress', 'Const Final - Final', 'Const Progress - Progress', 'Const Semi Final - Semi-Final', and 'Const Supplemental - Supplemental'. The second 'Const Progress - Progress' option is highlighted with a light blue background and is also circled with a red rectangle.

EED Final (Construction Only)

Y

The Final Estimate should be zero, when possible, except for the case of overpayment, it will be negative. The RO will include the Final Estimate PrC Pay Estimate Report (previously known as the TSO estimate) with the **Offer Letter**.

#### (A) Verification of the Final Estimate

The RO should verify that all entries in PrC for each pay item in the Contract are shown on each Summary of Quantities sheet in the ~~Final As-Built Plans~~ cross-referenced with back up documentation. The final quantities, The back up documentation shawill be cross referenced ~~to~~ on the **Pay Item Summary & Certification Sheet** generated from PrC in Ad-Hoc after the final estimate is generated, per CPAM 5.13.

The final quantities and payment ~~wish~~ include:

- (1) Arbitration rulings as they are approved.
- (2) Court orders or other legal actions received from the Department's Office of General Counsel (OGC).
- (3) Pay adjustments for bituminous materials and fuels, when applicable.
- (4) Adjustments for any failing materials including any quality assurance penalties. Each penalty should be shown separately.
- (5) Contract Time: The contract time overrun or underrun should be determined and the following applied when appropriate:
  - (a) The appropriate liquidated damage dollar amounts on federal aid and non-federal aid projects.
  - (b) Any incentive/disincentive amounts.
- (6) All other contract specific payments and adjustments.

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

**NOTE:** Items requiring a Certification of Quantities to be provided by the Contractor ~~shall~~ **must** be reviewed by the RO. The RO will use reasonable investigation during the estimate period, to ensure the quantities are correct to the best of his/her knowledge; ~~these quantities are correct~~. If an error or omission is a result of erroneous information provided on these Certifications, the RO will not be held responsible for these quantities in the ***Certified Final Estimates Documents***.

#### **(B) Retainage Reduction**

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

- (7) The amount retained is sufficient to cover any possible decrease in the quantities shown on the last paid estimate tabulation, plus any amounts the Department elects to deduct for unsatisfied claims or defective work as provided in ***Specifications Section 9-5***.
- (8) All submittals required by the Contract, such as invoices, Equal Employment Opportunity reports, materials certifications, certification of materials procured (excluding Contractor's letter of acceptance of final amount due and ***Form 21-A*** release), have been received. When retainage is reduced, include the District Construction Engineer (DCE) and the District Final Estimate Manager (DFEM) on the correspondence.

#### **5.11.7 Offer Letter**

Within 30 days of Final Acceptance and upon completion of the review process and production of the final estimate, notify the Contractor of the results of that review and of any documents necessary to close out the contract (i.e., list pending Supplemental Agreement numbers, all items not within it, or list pay item numbers waiting for certification) with the ***Offer Letter***.

There are two versions of the ***Offer Letter***: An ***Offer of Final Payment*** or a ***Request for Refund*** letter (see [Attachment 5-11-02](#), ***Letters 5-11-01*** through ***5-11-06***).

- (9) The ***Offer of Final Payment*** letter is issued when the Contractor is offered a positive, preferably zero, final payment amount due.

- (10) The **Request for Refund** letter is issued when the Contractor has been overpaid and is offered a negative amount due. The letter will request the Contractor to write the Department a check in the amount overpaid.

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

The following guidelines will be followed:

- (2) CCEI will follow procedures as outlined in the Scope of Services and ~~wish~~ utilize its company letterhead for the **Offer Letter**.
- (3) All in-house personnel will use Department letterhead for the **Offer Letter**.
- (4) The **Offer Letter** should be submitted to the DFEO for review and approval prior to sending to the Contractor. The **Offer Letter** for Public Private Partnerships (P3) contracts will include the Final Payment Schedule (provided by the Office of Comptroller during DFEO review) and ~~must~~ be approved by State Final Estimates Engineer prior to submission to the Contractor.
- (5) The **Offer Letter** ~~wish~~ be sent electronically to the Contractor with electronic read and delivery receipt requested, so that a record is made of the Contractor's receipt of the **Offer Letter**. The DFEO ~~shall~~ be included on all correspondence regarding the **Offer Letter** and read/delivery receipts.
- (6) Notes ~~wish~~ reflect that all further correspondence concerning submittal of required contract documents ~~wish~~ be forwarded to the DFEO and the letter ~~wish~~ include the appropriate email address and name of the DFEM.
- (7) Send the **Offer Letter** to the following interested parties:
  - (a) Surety Company (Surety)
  - (b) Accounts Receivable (AR) Administrator in the Office of Comptroller General Accounting Office (OOC-GAO) when the **Offer Letter** is a **Request for Refund**.

- (c) SMO when the Materials Certification has not been received by the DFEO with all exceptions acceptably resolved.
- (8) The first section of the **Offer Letter** contains information as to the amount due or owed on the final estimate and includes any estimates issued before the final estimate that are "held" or "blocked" by the OOC or the District in EED.
- (9) The next section of the **Offer Letter** is the request for the documents necessary to close the contract that have not previously been submitted by the Contractor. The following is a list of the documents:
  - (a) **Acceptance Letter.** There are two types of acceptance letters: one for a **Regular Acceptance** and one for a **Qualified Acceptance**. The **Acceptance Letter** will be executed by the Contractor. (See [Attachment 5-11-2](#), **Letters 5-11-07** and **5-11-08**.)
  - (b) **Form 700-050-21, Contractor's Affidavit and Surety Consent (21-A).**

**Note:** for contracts Let July 2016 and forward, the corporate and/or surety seal will not be required when digitally executed. The same document would require corporate and/or surety seal if executed by wet-ink signature (never mix wet ink and digital in same document). This also applies to **Form No. 700-050-22, Form 21-A (Modified) Surety Takeover.**
  - (c) **Form 700-020-02, Construction Compliance with Specifications and Plans**
  - (d) Any wage rate requirements.
  - (e) Any mill tests and analysis reports needed to complete testing requirements on the contract.
  - (f) As-built drawings and certified surveys
  - (g) Any other contract specific documents, the Contractor is required to turn over to the Department prior to the conclusion of the contract, including material tickets needed to calculate final payment and warranty documents.

- (10) If there are estimates "held" or "blocked" in EED, the RO should notify the DFEO. These estimate amounts need to be reflected on the **Offer Letter** to the Contractor.
- (11) Attached to the **Offer Letter** will be the PrC Pay Estimate Report (previously known as the TSO estimate) final estimate, **Acceptance Letter**, contractor survey, and other contract appropriate documentation.

**NOTE:** On contracts using "No Excuse Bonuses", the Contractor ~~shall~~must provide in writing a full and complete waiver of any and all claims against the Department to be eligible for the bonus payment provision, per **Special Provision Specifications Section 8-13.1**. Collection of this waiver letter is mandatory for the Contractor to be eligible for the bonus payment.

### 5.11.8 Certified Final Estimates Documents

#### (A) Final Plans and Estimate Transmittal Form

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

- (1) Pending **Supplemental Agreements** which have not been submitted to the District Office (include information as to the scope, the approximate cost and the additional contract time involved and the **Agreement**.)
- (2) Any unresolved claims which may be pending at the time the estimate is submitted.
- (3) On contracts that include signalization, the following must be completed:
  - (a) **Final Acceptance of Traffic Signal Installation(s) and Transfer of Maintenance**, Form No. 700-010-22
  - (b) Finalized **Submittal Data – Traffic Control Equipment**, **Form No. 750-010-02**

- (c) Digitally signed and sealed as-built plans from the Contractor – Also distribute to Traffic Operations, the maintaining agency, and input into the **Electronic Document Management System (EDMS)**.
- (d) The As-Built Documentation required by **Specifications Section 611**, including the As-Built Drawings and the Feature Import Templates for the Department's ITS Facility Management (ITSFM) System, ~~wish~~ will be submitted by the Contractor, reviewed by the PA for accuracy, and submitted to the District Traffic Operations Office.

#### **(B) Documentation of Contract Time**

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

- (1) Notice to Proceed Letter (NTP)

The NTP is prepared in letter form and is sent via e-mail by the appropriate District Construction Office to the Contractor. The NTP notifies the Contractor to begin work on the contract in keeping with the time limitations stipulated in the Contract Documents. This letter is to be included as part of the ~~Contract—Time~~ Correspondence group (CONST17) folder in EDMS. (See Attachment 5-11-2, Letter 5-11-12)
- (2) All letters granting an extension of contract time.
- (3) Any executed or pending **Supplemental Agreements, Work Orders, or Unilateral Payments** that affect contract time (Do not include backup documentation for these documents in the time file).
- (4) Any other documents such as court orders, takeover agreements that affect contract time.
- (5) Ensure the time summary included on **Form 700-050-28** shows the correct accounting of the contract time, both state and federal aid, including the original contract time, the time added by each supplemental agreement, time extension, and any other documents affecting contract time.
- (6) Notice of Project Beginning Memo

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

(7) Final Acceptance Letter

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

**NOTE:** EACH DOCUMENT REQUIRED UNDER THIS SECTION SHOULD CONTAIN THE BREAKDOWN OF FEDERAL AID PARTICIPATION AND THE ACTION TAKEN BY THAT DOCUMENT. In the event that a response has not been received on projects wherein FHWA has retained responsibility for the determination of FHWA participation and certification acceptance projects, ~~thea~~ District's request ~~wishall~~ be submitted and included in ~~the time folder~~EDMS. These projects can include Projects of Corporate Interest (PoCI) and Projects of Division Involvement (PoDI). The DFEM ~~wishall~~ follow up on the status of the participation request.

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

**(C) Explanations of Overruns and Underruns**

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

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

- (2) Deviation of Plan Dimensions by the Contractor equaling the aggregate change of \$10,000.00 must be explained on the overruns and underruns document.

The PA will generate an **Over Runs - Under Run Report** located on the Reports Menu > Central Office (StateWide Reports) > Estimates Tab of the [State Construction Office Construction \(SCOC\)](#) application. Export the file to a Microsoft Excel or PDF and save this report to a hard drive. When the report is opened in Excel, the PA can edit the document to provide the justifications needed. The report will generate all pay items on a contract, but one cannot edit a report in the Construction Dashboard System. [Attachment 5-11-3](#) shows an example of an **Over Runs – Under Runs Report** exported to Excel and edited to comply with the current requirements below.

Guidelines for documenting and submitting explanations of overruns and underruns:

- (a) Each contract item's overrun/underrun ~~wi~~shall be summarized from the brief notes and remarks recorded in the Plan Summary Box at the time the final quantities are calculated.
- (b) Explanations for Federal Aid participating, and non-participating items ~~shall~~ must be shown separately.
- (c) Contracts that include more than one project will have the overrun and underrun explanations broken down for each project.
- (d) **Supplemental Agreements** that alter the original plan quantities more than \$10,000.00 should be tabulated as explanations of overruns and underruns for the appropriate items.
- (e) Initial Contingency Pay Items ~~wi~~shall be explained with the descriptions of each **Work Order** written against the initial Contingency Pay Item.
- (f) **Contingency Supplemental Agreements (CSA)** added to the contract to provide additional funding for unforeseen additional work ~~wi~~shall be explained with the descriptions of each **Work Order** written against each **CSA**.
- (g) These explanations are to be submitted with the **Final Estimates Documentation**. The DFEM will submit to the Federal Highway Administration (FHWA) on all FHWA Projects of Corporate Interest (PoCI) and on those FHWA Projects of Division

Involvement (PoDI) when identified in the project specific PoDI plan.

- (h) Final quantities are subject to change during the checking of the final estimate. This may also necessitate a change or correction in the explanation of an overrun or underrun. Therefore, the original electronic version sent to the DFEM ~~shall~~ will be plainly marked as tentative.

**NOTE:** Requests for additional funding must be based on project reviews and overrun estimates. See **CPAM Section 7.3.6.4** that covers this process.

**(D) Form 700-050-28, Final Estimates Office Record of Final Plans and Documents**

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

- (1) Financial Project ID, Contract ID, Contract Type, FDOT Specifications Year, Federal Aid Project Number(s), County(ies), Road Number(s), Name(s) of Contractor(s), Name of Surety, District Engineer, and RE/PA.
- (2) Contract Time shown in calendar days with Federal Aid Participation noted, including; Granted Days, Time Extensions, Calendar Days Allowed, Calendar Days Elapsed, Calendar Days Overrun or Underrun, and associated liquidated damages, penalties and/or incentive dollar amounts (if applicable).
- (3) Supplemental Agreements (SAs)/Work Orders, Contingency SAs and a statement of Contract Monies.
- (4) Other dates such as Plans Received date, Certification of Compliance with Specifications & Plans, Certification of Materials, Notification of Findings Letter(s), Acceptance Letter(s), Overpayment Letter, etc. will be automatically generated by PrC.

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

#### (E) Form 700-050-38, Certification as to Accuracy of Final Payment

On CCEI contracts, the Resident Engineer must certify the accuracy of the final estimate amount submitted to the Department. This certification is for the contract as a whole (all FINs) and the amount certified should match the amount shown on the **Form 700-050-10, Pay Item Summary and Certification Sheet** as well as the final estimate.

#### (F) Job Correspondence

All correspondence related to final estimates and/or final pay quantities on each project and maintained by the RO ~~shall~~**must** be submitted along with the **Final Estimates Documents**. Each document must be entered into EDMS. Documents used to substantiate a final pay quantity will be referenced by EDMS document number where appropriate (i.e., **Pay Item Summaries**, **Final As-Built Plans**, **Form 700-050-10, Pay Item Summary and Certification Sheet**, and Final Plans and Estimate Transmittal).

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

### 5.11.9 Notification of Findings

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

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

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

Commented [AA2]: Is this sufficient or should we spell it out further?

Commented [TC3R2]: I think this is fine.

Commented [UA4R2]: I think it is fine also


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

Insurance claims are covered under the Contractor's general liability insurance. Such claims include personal injury, damage to vehicles in an area under construction, over spray on a vehicle due to bridge painting, structural damage to a home in the area of due to pile driving, etc. These types of claims wish be referred to the Contractor for attention. The particulars of the claim wish be sent to the Investigations Supervisor of the Office of General Counsel at <mailto:dotclaims.review@dot.state.fl.us>. (See **Attachment 5-11-2** for Sample **Letters 5-11-9** and **5-11-10** following this Chapter). To assist Department employees in processing and forwarding such claims, the Office of the General Counsel has developed **General Liability Claim Procedure 225-085-001**. The guidelines and requirements established in this procedure become a basis for assessing accountability and to assist the Office of General Counsel and the Department of Insurance in processing these claims. This procedure may be obtained from the Office of General Counsel.

### 5.11.11 Attachments

- [Attachment 5-11-1](#) ..... Notice of Outstanding Documents
- [Attachment 5-11-2](#) ..... Final Estimates Boilerplate Letters
- [Attachment 5-11-3](#) ..... Explanation of Overruns and Underruns
- [Attachment 5-11-4](#) ..... Non-Asphalt Base Partial Payment Examples

## Attachment 5-11-1 Notice of Outstanding Documents

 <b>Florida Department of Transportation</b>		
<small>RON DESANTIS GOVERNOR</small>	<small>605 Suwannee Street Tallahassee, FL 32399-0450</small>	<small>KEVIN J. THIBAUT, P.E. SECRETARY</small>
January 1, 2021		
 Mr. Contractor, Inc. 2000 Sunshine Lane Any Town, Florida 32308		
 RE: Federal Aid Project Number: MY-M-6234(8) Final Project ID: 1979341 52 02 Contract Number: T3103 County: Leon		
 Ladies and Gentlemen:		
 Before the final estimate can be finalized, and the offer made to you, the following information, as required in Section 9-8.1 of the Specifications, must be submitted to this office.		
 1. Mill Test and Analysis Report 2. Federal Wage Rate Affidavit 3. Construction Compliance with Specifications and Plans Certification Form		
 Your cooperation in quickly submitting any outstanding documents will expedite the processing of closing out this contract.		
 Very Truly Yours, J.C. Long <i>J. C. Long</i> Resident Office		

## Attachment 5-11-2 Boilerplate Letters

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

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

### **OFFER LETTERS:**

#### ***Offers of Final Payment***

- Letter 5-11-01** ..... Offer of Final Payment (Single Project)  
**Letter 5-11-02** ..... Offer of Final Payment  
.....(Single Project - DB-Finance & Build Finance Projects ONLY)  
**Letter 5-11-03** ..... Offer of Final Payment (Multiple Projects)  
**Letter 5-11-04** ..... Offer of Final Payment  
.....(Multiple Projects - DB-Finance & Build Finance Projects ONLY)

#### ***Requests for Refund***

- Letter 5-11-05** ..... Request for Refund (Single Project)  
**Letter 5-11-06** ..... Request for Refund (Multiple Projects)

### **ACCEPTANCE LETTERS:**

- Letter 5-11-07** ..... Acceptance Letter for Offer of Final Payment  
**Letter 5-11-08** ..... Acceptance Letter for Request for Refund

### **GENERAL LIABILITY CLAIM LETTERS:**

- Letter 5-11-09** ..... Property Damage Claim Acknowledgement  
**Letter 5-11-10** ..... Notice of Property Damage Claim (to Contractor)

### **TIME NOTICE LETTERS:**

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


**CLOSEOUT LETTERS:**

**Letter 5-11-13** ..... LFA/UWHCA Closeout

**GUIDANCE LETTERS:**

**Letter 6-1-A** ..... Unpaid Bill to Suppliers and/or Subcontractors (1<sup>st</sup> Tier)  
**Letter 6-1-B** ..... Unpaid Bill to Suppliers and/or Subcontractors  
**Letter 6-1-C** ..... Unpaid Bill to Suppliers and/or Subcontractors (1<sup>st</sup> Tier)

## Attachment 5-11-3 Explanation of Overruns and Underruns

											
Date: January 14, 2021											
Page: 1 of 1											
STATE CONSTRUCTION OFFICE											
<b>Over/Under Runs</b>											
<b>Contract Details</b>											
Contract: T2513 District: 02 Project: 42975125201 FAP: 29563071											
Pay Item	Description	Unit	Original Quantity	InstQty	Quantity Paid	Amount Paid	SA Amount	Unit Price	Change In Quantity	Quantity %	Change In Amount
0110.4	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	1391.000	802.000	802.000	\$19,248.00	\$0.00	\$24.00	-589.00	-42.34	-\$14,136.00
Explanation: The underrun was a result of removing on ly the necessary amount of existing slope pavement to construct the concrete gravity wall. All removal areas were field measured and documented on lat/dat sheets.											
0334.113	SUPERPAVE ASPHALTIC CONC. TRAFFIC C	TN	4891.200	4217.800	4217.800	\$430,215.60	\$0.00	\$102.00	-673.40	-13.77	-\$68,686.80
Explanation: The underrun was a result of placing the overbuild asphalt necessary to correct the cross slopes on SR 208 and the adjacent ramps as depicted in the Contract Plans.											
0337.7.43	C, FC-12.5, ASPHALT CONCRETE FRICTION COURSE, TRAFFIC	TN	2515.900	2637.000	2637.000	\$316,440.00	\$0.00	\$120.00	121.10	4.91	\$14,532.00
Explanation: The overrun was a result of placing the friction course as depicted in the Contract Plans and within the allowable spread rate tolerances of up to 105% of the project average spread rate target.											

### Attachment 5-11-4 Non-Asphalt Base Partial Payment Examples

**(A) Example (1): Two Lifts (6" Lift and 6" Lift)**

Given:

Non-asphalt Optional Base PQ Area = 1500 SY

Plan thickness = 12"

1st Lift:

$$\text{Partial Pay Area} = 1500 \text{ SY} \times \frac{6''}{12''} = 750 \text{ SY}$$

2<sup>nd</sup> Lift:

$$\text{Partial Pay Area} = 1500 \text{ SY} \times \frac{6''}{12''} = 750 \text{ SY (Paid when Finished and Primed)}$$

Check: 750 SY + 750 SY = 1500 SY is the total on the pay item, then apply the thickness adjustment from Specifications 285-8 as a line-item adjustment.

**(B) Example (2): Three Lifts (5" Lift, 5" Lift, 4" Lift)**

Given:

Non-asphalt Optional Base PQ Area = 2500 SY

Plan thickness = 14"

1st Lift:

$$\text{Partial Pay Area} = 2500 \text{ SY} \times \frac{5''}{14''} = 892.857 \text{ SY}$$

2<sup>nd</sup> Lift:

$$\text{Partial Pay Area} = 2500 \text{ SY} \times \frac{5''}{14''} = 892.857 \text{ SY}$$

3<sup>rd</sup> Lift:

$$\text{Partial Pay Area} = 2500 \text{ SY} \times \frac{4''}{14''} = 714.286 \text{ SY (Paid when Finished and Primed)}$$

Check: 892.857 SY + 892.857 SY + 714.286 SY = 2500 SY is the total on the pay item, then apply the thickness adjustment from Specifications 285-8 as a line-item adjustment.