

## CHAPTER 3

### DOCUMENTS

#### 3.1 PURPOSE

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

#### 3.2 AUTHORITY

~~Section~~ Section 337.11(10) Florida Statutes (F.S.), ~~Section~~  
~~Section~~ 337.145(1) (2)  
~~Florida Statutes~~ (F.S.),  
~~Section~~ Section 334.044(30)  
~~Florida Statutes~~ (F.S.),  
~~Section~~ Section 334.048(3)  
~~Florida Statutes~~ (F.S.),  
~~Section~~ FDOT Specifications 9-6-55.6, and the  
Standard Specifications for Road and Bridge Construction.

#### 3.3 GENERAL

Progress estimates will be prepared and submitted monthly for each project to determine the amount payable to the contractor. Certification by the contractor that he has paid his subcontractors and suppliers of material and equipment their proportionate share from the last progress payment is required each month. This is required in Section 9-5.66.7 of the ~~Standard~~ FDOT Specifications and shall be explained at the preconstruction conference.

The documents required to close out a final estimate will vary from project to project. It is the responsibility of the Project Administrator (PA)/District Final Estimates Manager (DFEM) to check the Contract and Specification requirements to ascertain that each final estimate package is complete with all essential documents. Any outstanding Contractor documents must be requested from the Contractor with instructions to forward them to the District Final Estimates Office (DFEO), (see Figure 3-1).

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

1 **Note:** The required Contract Certifications that are to be submitted monthly for payment to  
2 the ~~Project Administrator (PA)~~, the Department will accept faxed copies with the required  
3 signatures. However, any documents that are required to be notarized, the original must be  
4 submitted to the PA as specified in the Contract.

### 5 **3.3.1 Time of Submittal**

6 Monthly progress estimates will be prepared and submitted for each project  
7 underway as determined by each District, ~~but~~ no later than the first Tuesday  
8 following the Sunday cutoff each month. Dates may be adjusted in some situations  
9 to allow for holidays and the end of the fiscal year. It is necessary that all progress  
10 estimates be received in the Office of the Comptroller, Disbursement Operations, no  
11 later than 8:00 a.m. on the fifth working day (Friday) after the cutoff date.

### 12 **3.3.2 Preparation of Estimate**

13 The monthly progress estimate will be prepared to show the quantity increases  
14 (sometimes decreases) for all items completed, underway or stockpiled for use on  
15 the project. For items underway, the estimate of work completed will be done using  
16 the standard basis for estimating pay quantities as shown in the **Standard Basis for**  
17 **Estimating Pay Items**, (see Attachment 3-1). Field measurements must be taken  
18 and percent completion calculated for each separate segment of a pay item. Partial  
19 payment for stockpiled material, when requested by the contractor, will be in  
20 accordance with **Section 3.6** of this Manual.

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

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

### 34 **3.3.3 Retainage**

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1 Retainage shall be in accordance with ~~Section 9-65~~ of the FDOT Standard  
2 **Specifications**. Some contracts may have special provision requirements, which  
3 change the standard schedule.

### 4 **3.3.4 Liquidated Damages**

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

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

## 14 **3.4 FORMS, AFFIDAVITS, AND RECORDS**

15 The following is a summary of the more prevalent forms, affidavits and records necessary  
16 to prepare and process the final estimate for payment:

### 17 **3.4.1 Notice to Proceed:**

18 This notice is in letterform and is sent by the appropriate District Construction Office  
19 to the Contractor. It notes the date the Contractor may begin construction at the  
20 project site. This letter is to be included as part of the Contract Time file as noted in  
21 ~~Section 3.4.11~~ of the FDOT Specifications. (see Figure 3-3)  
22

### 23 **3.4.2 Notice of Beginning/Ending of Construction, ~~Conditional~~/Final** 24 **Acceptance:**

25 This notice is in letterform and is sent by the appropriate District Construction Office  
26 to the Contractor. It notes the date of the Notice to Begin work by the Contractor  
27 and the date the project has been completed and/or final accepted.~~The mainframe~~  
28 ~~computer automatically generates these notices when certain critical dates are~~  
29 ~~entered into Contract Reporting System (CRS).~~ (see Figure 3-4).

### 30 **3.4.3 Roadway and Bridge Construction Diary:**

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

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

14 **Note:** For detailed instructions on completion of the above forms, see **Section 5.1** of  
15 the **Construction Project Administration Manual (CPAM)**.

#### 16 **3.4.4 Certification**

17  
18 **A.** Certification by the Contractor, **Certification Disbursement of Previous**  
19 **Periodic Payment to Subcontractors, Form No. 700-010-38**, (see [Figure](#)  
20 [3-2](#)), states that the subcontractors have been paid their proportionate share  
21 from the last progress payment. ~~The Contractor~~ is required to submit this  
22 form each month at estimate time. If the certification is routinely late, then  
23 non-compliance letters should be issued and sent to the contractor. The  
24 District Construction Engineer's certification appearing on the monthly  
25 progress estimate will read:

26 *I certify that this request for payment and any*  
27 *payment and progress of work specified herein*  
28 *made pursuant to this contract is approved in*  
29 *substantial compliance with all plans, specifica-*  
30 *tions and rules of the Department including the*  
31 *provisions of ~~Section~~ **337.11, F.S.**, within the*  
32 *date shown above.*

33 **B.** **Construction Compliance with Specifications and Plans, Form No. 700-**  
34 **020-02** (see [Figure 3-2a](#)) states that all work done and all sampling and test  
35 results are in substantial compliance with the pertinent specification  
36 requirements. Any outstanding issues or exceptions are listed on this form.  
37 This form is also required each month at estimate time. A final version  
38 documenting all exceptions is required before the final estimate can be  
39 processed.

1 Contractors should be advised at the Pre-Construction Meeting that to avoid delays  
2 in payment, certifications must be submitted on the Friday before cutoff. These  
3 certifications are to be obtained by the PA, and are to accompany each monthly  
4 progress estimate after the first estimate on each contract. If the [PA Project](#)  
5 [Administrator](#) has not received these certifications in time to send them with the  
6 estimate to the District Office, the estimate will be forwarded without the  
7 certifications.

8 The ***Certification Disbursement of Previous Periodic Payment to***  
9 ***Subcontractors, Form No. 700-010-38***, is not needed for the ~~tentative final or the~~  
10 final estimate since Form 21-A required for the final, contains essentially the same  
11 certification. (Refer to **Section 3.3** in this manual). ~~The Form No. 700-020-02,~~  
12 needed for ~~the tentative final or~~ the final estimate since it details all final  
13 outstanding exceptions to Contractor Quality Control testing and plans and  
14 specifications. (Refer to **Chapter 14, Section 14.4** in this manual [of the Review &](#)  
15 [Administration Manual](#)).

#### 16 **3.4.5 Affidavit for Motor Vehicle Registration**

17 The Contractor is required to furnish an affidavit before any progress payments are  
18 made stating that all motor vehicles operated or caused to be operated on the  
19 project are registered in Florida. The procedure described above for withholding  
20 progress payments will be used if this document is not received. Only the prime  
21 contractor is required to provide this certification on a one-time basis.

#### 22 **3.4.6 Federal Highway Administration Statement of Materials and Labor Used** 23 **on Federal Aid Projects**

24 This summary of materials and labor cost (**Form FHWA-47, formerly PR-47**) is  
25 required by the Federal Highway Administration (FHWA) on projects with an original  
26 contract amount of \$1,000,000 or more and the project is on the National Highway  
27 System, ([see Figures 3-5 and 3-5a](#)).

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

35 It is the responsibility of the DFEO to verify the validity of the information submitted  
36 by the Contractor. If the form appears to be reasonable, immediately forward the  
37 **FHWA-47 Form** (original plus two copies) with routing sheet attached, directly to the

1 FHWA Division Administrator at Mail Station 29, FDOT, Tallahassee. A copy of the  
2 form is sent to the Federal Aid Program Office, Mail Station 7, FDOT, in  
3 Tallahassee. If the PA/field personnel receive any of these forms by mistake, they  
4 shall be immediately forwarded to the DFEM.

### 5 **3.4.7 Explanations of Overruns and Underruns**

6 This is an explanation of variations between the designer's original estimated  
7 quantities and the construction final quantities ([see Figure 3-6](#)). **It is a very**  
8 **important document. We suggest the PA prepare it.** When these variations  
9 have been properly researched, accurate explanation can be made. These  
10 explanations are ~~key-board entered~~ typewritten on letter size paper for items that  
11 have significant Overruns or Underruns and in the order the items are shown on the  
12 contract.

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

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

21 (C) Guidelines for documenting and submitting explanations of overruns and  
22 underruns:

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

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

28 (3) Contracts that include more than one job will have the Overrun and  
29 Underrun explanations broken down for each job.

30 (4) Supplemental Agreements that alter the original plan quantities more  
31 than \$5,000 should be tabulated as explanations of Overruns and  
32 Underruns for the appropriate items.

33 (5) The original and two copies or one original and a diskette  
34 file/Computer Disk (CD) file of these explanations are to be submitted

1 with the final estimate package. The DFEM will forward one copy to  
2 the FHWA on Full Oversight federal aid projects.

- 3 (6) Final quantities are subject to change during the checking of the  
4 estimate. This may also necessitate a change or correction in the  
5 explanation of an Overrun or Underrun. Therefore, any advance  
6 copies furnished before the estimate is checked shall be plainly  
7 marked as tentative.

8 **NOTE:** Net overruns to existing pay items may be funded once a contract expends  
9 75% of the original contract amount. Requests for additional funding must be based  
10 on reviewing the project and estimating the overruns. See **Section 7.3.6.4 of the**  
11 **CPAM** that covers this process. Also see **Chapters 11 of this manual, Section**  
12 **11.9.2** and **Chapter 14, Figure 14-34** of the **Review and Administration Manual**.

### 13 3.4.8 Job Correspondence Files

14 All correspondence related to Final Estimates and/or final pay quantities on each  
15 project and maintained on file by the PA or Resident Office (RO) shall be submitted  
16 along with the final estimates package. The file will be sequenced in chronological  
17 order with the latest correspondence on top of the file. This is for data not scanned  
18 into the Contract Document Management System (CDMS).

- 19 (A) Reproductions of these files will be acceptable, with the PA retaining the  
20 originals for questions that may arise after the submission.
- 21 (B) All pertinent correspondence that is received by the PA after the estimate is  
22 turned in shall be forwarded to the DFEO for inclusion in the Job  
23 Correspondence File.

### 24 3.4.9 Final Plans and Estimate Transmittal Form

25 Upon completion of a project, the final plans and estimate documents must be  
26 submitted by the RO to the DFEO. The Transmittal Form ([see Figure 3- 7](#)) must  
27 include, but not be limited to, the following:

- 28 (A) A tabulation of the Final Plans, Original Diaries, Field Books, Computation  
29 Books, and other records showing the title, number of copies and general  
30 description of the contents of each item. You must list Field Books by  
31 number and show a brief description of contents.
- 32 (B) The date work began and the date work was completed. If the work was not  
33 completed, note briefly the conditions for acceptance.

- 1 (C) Pending Supplemental Agreements which have not been submitted to the  
2 District Office (include information as to the scope, the approximate cost and  
3 the additional contract time involved and a draft copy of the Supplemental  
4 Agreement.)
- 5 (D) Any unresolved claims which may be pending at the time the estimate is  
6 submitted.
- 7 (E) Failing materials, the disposition of which remains unresolved at the time of  
8 submittal.
- 9

#### 10 **3.4.10 Estimates Office Record of Final Plans**

11 The Record of Final Plans was developed to be helpful in organizing and completing  
12 transmittal packages ([see Figure 3-8](#)). The RO's project personnel are responsible  
13 for submitting this form with the information shown in the items below and completed  
14 at the time the final estimates package is sent to the DFEO.

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

#### 24 **3.4.11 Time Folder**

25 Maintain a bound **time folder** containing all contract time changes occurring during  
26 the life of the contract. These are letters from the District Construction Engineer  
27 (DCE) to the Contractor stating the length of any extension. This folder must be  
28 submitted as a part of the final estimate package. This file shall contain the  
29 following:

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- 30 (A) Notice to Proceed Letter ([see Figure 3-3](#))
- 31 (B) Copies of all letters granting extension of contract time.
- 32 (C) Copies of all Supplemental Agreements.



1 (D) Copies of any other documents such as court orders, takeover agreement  
2 that affects contract time.

3 (E) A summary sheet showing a full accounting of the contract time, both state  
4 and federal aid. The original contract time, the time added by each  
5 supplemental agreement, time extension, and any other documents shall be  
6 shown.

7 ~~(F) Screen prints of CRSTS01A, CRSTS05A, and CRSTS06A screens.~~

8 **NOTE:** ~~EACH COPY OF A DOCUMENT REQUIRED UNDER THIS~~  
9 ~~SECTION SHOULD CONTAIN THE BREAKDOWN OF FEDERAL~~  
10 ~~AID PARTICIPATION IN THE ACTION TAKEN BY THAT~~  
11 ~~DOCUMENT.~~

12  
13 In the event that a response has not been received on the federal aid  
14 participation in time actions for full oversight and certification acceptance  
15 projects, a copy of the District's request shall be included in the time folder.  
16 The DFEM shall follow up on the status of the participation request.

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17 On exempt projects, the ~~District Construction Engineer (DCE)~~ has the  
18 responsibility of determining and approving federal aid participation in time  
19 changes, therefore all item-changing documents on this type of project must  
20 show the breakdown of federal aid participation.

### 21 22 **3.4.12 Semifinal Estimate**

23 ~~(Refer to **Subarticle 9-5.4 in Specifications**) When the Contractor has furnished to~~  
24 ~~the Department all submittals required by the contract such as Invoices; Federal~~  
25 ~~Highway Administration Statement of Materials and Labor Used on Federal Aid~~  
26 ~~Projects (**Form FHWA-47**), Materials Certifications (this document is the~~  
27 ~~Department's responsibility), Certification of Materials Procured, etc. (excluding~~  
28 ~~Contractor's letter of acceptance of final amount due and **Form 700-050-21**~~  
29 ~~**"Contractor's Affidavit and Surety Consent" Form 21-A** release) and the DFEM~~  
30 ~~has determined that the measurements and computations of pay quantities are~~  
31 ~~correct, the retainage may be reduced to \$1,000 plus any amount the district elects~~  
32 ~~to deduct for defective work. Any sums owed to the Department by the Contractor~~  
33 ~~on any account may be deducted from such payment estimates.~~

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

## 1 3.5 DOCUMENTING CONTRACT CHANGES

### 2 3.5.1 Common Types of Contract Changes

3 Contract changes, which are necessary and desirable within statutory limitations,  
4 usually, fall into one of two categories of work added or eliminated. These  
5 categories are:

### 6 3.5.2 Supplemental Agreement (SA)

7 Work of a different general character from that shown in the original plans and  
8 contract. —This work was unforeseen or could not reasonably have been  
9 contemplated in the original plans and specifications. Work in this category requires  
10 a Supplemental Agreement, which may be used for the following purposes, subject  
11 to funding:

- 12 (A) Clarification of the plans and specifications;
- 13 (B) Unforeseen work, grade changes, alterations in plans, which could not  
14 reasonably have been contemplated or foreseen in the original plans and  
15 specifications;
- 16 (C) Alteration of the limits of construction;
- 17 (D) To provide connections to existing pavement;
- 18 (E) Settlement of claims;
- 19 (F) VECP's (Value Engineering Change Proposals);
- 20 (G) ~~To m~~Make the project functionally operational in accordance with the intent of  
21 the original contract. See **Section 7.3.5.1 of the CPAM** for more information.

22 **Note:** A SA must be approved by the District Secretary or designee before final  
23 payment can be made. (Refer to **Section 7.3** of the **CPAM**)

### 24 3.5.3 Unilaterally Directed Extra Work

25 Used for extra or unforeseen work for which a unit price cannot be agreed upon in  
26 advance of performing the work. This work requires a Supplemental Agreement to  
27 establish a price and amount of extra work to be paid for. The pay items, quantities  
28 and unit prices used in a Supplemental Agreement for unilaterally directed work  
29 should be determined in accordance with **Section 7.3** of the **CPAM**. Daily records

1 of the work performed in connection with this type of Supplemental Agreement  
2 should be kept in accordance with **Section 7.3** of the **CPAM**.

### 3 **3.5.4 Contractor's Claim**

4 When the PA receives notice of a claim from the Contractor, it is the responsibility of  
5 the PA to maintain accurate records to document the work being claimed by the  
6 Contractor, in accordance with **Section 7.3** of the **CPAM**. The ultimate dispensation  
7 of the claim will be determined by the DCE. Should the Contractor disagree with the  
8 DCE's determination, he may take it to arbitration or litigation, in accordance with  
9 contract terms and conditions.

### 10 **3.5.5 Contingency Supplemental Agreement**

11 (**Form No. 700-010-79**): Due to the complexity or size of construction projects, it is  
12 expected that unforeseen additional work may be necessary on some projects to  
13 complete the work and make the project functionally operational in accordance with  
14 the intent of the original contract. Expedious authorization for unforeseen  
15 additional work may be required to avoid delay to the progress of the work and to  
16 avoid potential delay claims. (Refer to **Section 7.4** of the **CPAM**)

### 17 **3.5.6 Work Order for Unforeseen Additional Work (Form No. 700-010-80)**

18 ~~These are also called Field Supplemental Agreements/Work Orders. They~~Work  
19 Orders shall be completely executed prior to allowing the Contractor to begin the  
20 work. The intent of this procedure is to allow delegation of authority for execution of  
21 the work order to a responsible Department designee who can make timely  
22 decisions for completing the unforeseen additional work. Authority for execution of  
23 the work order may be delegated to the PA at the discretion of the District (refer to  
24 **Section 7.3** of the **CPAM**)

### 25 **3.5.7 Value Engineering Change Proposal (VECP)**

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26 VECP's are cost reduction change proposals initiated and developed by the  
27 Contractor with the incentive of sharing a net savings in the performance of the  
28 contract without impairing any essential functions and characteristics. These  
29 proposals must be accepted and approved by the Engineer. They shall be finalized  
30 through an equitable adjustment in the contract price and time by the execution of a  
31 Supplemental Agreement pursuant to specification provisions of **Article 4-3** of the  
32 **Specifications**.

### 33 ~~3.5.8 Change Orders~~

~~Work added or eliminated as a result of minor changes in the plans, specifications, or quantities that can be accomplished within the unit price structure of the contract but cannot be handled due to a change in the character of the work. In no event may such change orders extend beyond the physical limits of the job. The work in this category usually entails a change in specification or procedure. All Change Orders must accompany the final package when submitted to DFEO and following the Office of Construction.~~

### 3.6 PARTIAL PAYMENT FOR CERTAIN MATERIAL

#### ~~3.6.1~~ **3.6.1 General**

Partial payments will be allowed for ~~certain~~ **new** materials **that will be permanently incorporated into the project and that are** stockpiled on the project, in approved locations in the vicinity of the project, and in approved locations remote from the project. The partial payments must be in accordance with **Section 9-5** of the **Standard FDOT Specifications** and **Standard Basis for Estimating Pay Items**, (see Attachment 3-1), **Section 3.2** of this Manual (see Attachment 3-1). This procedure and **Certification and Request for Payment for Stockpiled Materials, Form No. 700-010-42**, shall be explained at all preconstruction conferences (see Figure 3-9). Partial **P**payments, will be controlled by the following provisions in addition to the specifications:

#### **3.6.2 Certification and Request for Payment for Stockpiled Materials**

**A Certification and Request for Payment for Stockpiled Materials, Form No. 700-010-42**, ( see Figure 3-9), executed by a person employed by the prime contractor in a supervisory capacity and all accompanying invoices, must be in the project records prior to any payment for materials being included in a progress estimate. The request for partial payment for materials stockpiled off-site shall be submitted in a timely manner, ~~but not less than five (5) working days before cutoff, to allow a reasonable time to verify the materials.~~ 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.

#### **3.6.3 Location of Materials**

Most of the materials eligible for partial payment will be stockpiled "in the vicinity of the project." Fabricated structural steel, Precast prestressed elements, precast drainage structures (does not include pipe) and any other items specified in the

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1 special provisions may be stockpiled at approved locations other than "in the vicinity  
2 of the project."

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

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

#### 15 16 **3.6.4 Verification**

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

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

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

#### 31 **3.6.5 Materials Certification**

32 The [Project Administrator](#) ~~PA~~ must ascertain prior to payment that the materials for  
33 which payment is requested comply with applicable specifications. Material invoices  
34 that are used to determine the amount of partial payment for fabricated structural  
35 steel materials shall have attached with the invoice test data showing approval and  
36 compliance with the specifications. The test data and the invoice shall contain  
37 identifying mark numbers and weights for each fabricated component as detailed on  
38 approved shop drawings together with the price per pound and the total amount of

1 the invoice. Invoices that are submitted without the information described shall not  
2 be used as a basis of partial payment.

### 3.6.5.1 Material Certification Requirements

3 It is required that all personnel, at the construction level, be familiar with the  
4 Statewide Inspection Guidelist (Asphalt plant/Lab, Milling/Paving, Prime and Tack  
5 Coat, ARMI, and FC), the Contractor's Quality Control (CQC) Manager and  
6 Verification Technician's (VT) responsibilities noted in the **FDOT Specifications**,  
7 the **Materials Manual, Topic No. 675-000-000 (section 5.4)**, the **CPAM, Topic**  
8 **No. 700-000-000**, and in the **P&DM**.

#### 3.6.5.1.1 Documents Required For Certification – Project Files

9  
10  
11 Refer to Material's web-site for more information regarding material certification:  
12 [http://www.dot.state.fl.us/statematerialsoffice/Administration/Publications/publicat](http://www.dot.state.fl.us/statematerialsoffice/Administration/Publications/publications.htm)  
13 [ions.htm](http://www.dot.state.fl.us/statematerialsoffice/Administration/Publications/publications.htm)  
14

15 (Hard copies are not necessary for the test results entered in **CQR & PCR**)

16 The documents are:

- 17 1. Supplements Agreements (SA)
- 18 2. All correspondence relating to failing materials
- 19 3. All field test results
- 20 4. All lab test results
- 21 5. Thickness core-out reports
- 22 6. Final straightedge reports
- 23 7. Material release forms for pre-stressed items
- 24 8. Final commercial inspection report
- 25 9. Sign inspection reports
- 26 10. Completed Engineering Analysis Reports (EAR)
- 27 11. Mill analysis sent to "CL" (sent to appropriate labs)
- 28

29 For more information on CQC procedures, forms and documentation, see  
30 **Chapter 9, Section 9-1812** of this manual.

### 3.6.6 Proof of Payment

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

33 A certification by the contractor that he has paid his subcontractors their  
34 proportionate share from the last progress payment, as defined in **Section 3.24.4 of**  
35 **this manual, Certification Disbursement of Previous Periodic Payment to**

1 **Subcontractors, Form No. 700-010-38**, ([see Figure 3-2](#)), is acceptable for this  
2 action.

3 As stockpiled materials are incorporated into the project, the Project Administrator  
4 must adjust payments accordingly.

5  
6 **3.6.6.1 Certification Compliance with Equal Employment**  
7 **Opportunity (EEO), Form No. 700-011-13**

8  
9 The prime Contractor must submit this monthly certification to the PA no later  
10 than the Friday before the monthly estimate cutoff date (generally the 3<sup>rd</sup>  
11 Sunday of the month). **Form No. 700-011-13** must be submitted on Federal  
12 Aid Contracts ([see Figure 3-11](#)). This form is to be signed by an officer or  
13 director of the Contractor with the authority to bind the Contractor and must  
14 be notarized.

15  
16 The Prime Contractor may require their subcontractor to submit any type of  
17 data that is deemed necessary or warranted in order to certify their  
18 subcontractor's compliance.

19  
20 **3.6.7 Documentation**

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

31 **3.6.8 Partial Payments for Delivery of Signs**

32 | Additional to the requirements of **Section 9-5** of the **FDOT Specifications**, District  
33 construction personnel shall ensure the following standards are applied before  
34 determining partial payments for delivery of signs which have been inspected and  
35 accepted by the District Materials Office, but have not been permanently installed on  
36 the project.

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

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

3 Signs should be stored vertically, above ground, so as to permit free air circulation  
4 around the sign for normal moisture evaporation. Signs are best stored hanging  
5 vertically and supported, as they would be when permanently installed. When stored  
6 and supported on edge, care should be taken to prevent bending, abrasion, gouging  
7 or tearing of the panel edge or the reflective sheeting edge.

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

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

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

16 Materials that are harmful to the reflective sheeting should not be allowed to rest  
17 against the sign face.

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

27 Do not apply tape to the sign face, as sunlight may cause it to bond permanently. If  
28 pre-mask or application tape is used, it must be removed before the sign is exposed  
29 to sunlight.

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

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



### 3.7 OFFSETTING PAYMENTS

#### 3.7.1 General

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.

#### 3.7.2 District Authorization

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

- (1) The DCE/DFEM will be responsible for identifying construction contracts on which the Department desires to recover funds from the contractor of such project and said funds cannot be recovered through the normal process of adjusting subsequent monthly progress estimated payments to the contractor.
- (2) The DCE/DFEM will obtain legal counsel assuring that the Department's intent of recovery is the result of a bona fide judgment, settlement, arbitration order, or final adjudication determining the amount due the Department, and that intent of recovery excludes amounts owed by the contractor to subcontractors, suppliers, and laborers due to the performance of that contract.
- (3) The DCE/DFEM will notify the contractor in writing of the Department's request for reimbursement, specifying the exact amount due the Department, the contract number, the project number and the reasons for which the Department seeks reimbursement, and that receipt of payment by the Department will be due within 60 days from receipt of said notice by the Contractor or the Department will seek reimbursement as per **Section 337.145, F.S.**
- (4) If the Department does not receive payment within 60 days, the DCE/DFEM will notify the State Construction Engineer.

#### 3.7.3 All Construction Contracts

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

1 The State Construction Engineer will notify the Comptroller's Office on the donor  
2 contract selected with **Memorandum of Overpayment, Form No. 700-010-31**, ([see](#)  
3 [Figure 3-10](#)).

4 The Office of the Comptroller will review the selected donor contract for compatibility  
5 of FHWA funding.

6 The Office of the Comptroller will withhold offsetting payments from payments due  
7 the contractor on the donor contract.

### 8 **3.8 MAINTENANCE OF TRAFFIC SPECIAL DETOUR (LUMP SUM) PROGRESS** 9 **PAYMENT TECHNIQUE**

#### 10 **3.8.1 Agreement on Unit Prices**

11 The Department and contractor will negotiate and agree on unit prices to be used for  
12 the components such as temporary pavement, embankment, base, asphalt,  
13 drainage structures, etc., within the special detour and/or lump sum MOT item. This  
14 agreement will be made before payment begins.  
15  
16

#### 17 **3.8.2 Monthly Payment**

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

22 The ~~Project Administrator~~ **PA** may withhold the monthly payment if the contractor  
23 fails to correct any deficient MOT items in the time frame specified in **Section 9.1,**  
24 **CPAM, Maintenance of Traffic.** Once the corrections are made, the Project  
25 Administrator will release the payment.

#### 26 **3.8.3 Other Techniques**

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

#### 29 **3.8.4 Pay Phases**

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

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

4 (2) Interim Payments (#2):

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

7 (3) Final Payment (#3)

8 Detour removal and cleanup.  
9

10 **3.9 ATTACHMENTS**

11 Attachment No.1 .....Standard Basis for Estimating Pay Items  
12

13 **3.10 FIGURES**

14 Figure No. 3-1 ..... Notice of Outstanding Documents  
15 Figure No. 3-2 ..... Certification Disbursement of Previous Periodic  
16 ..... Payment to Subcontractors  
17 Figure No. 3-2a and 3-2b ..... Construction Compliance with Specifications and Plans  
18 Figure No. 3-3 ..... Notice to Proceed Letter  
19 Figure No. 3-4 ..... Notice of Beginning/Ending of Construction  
20 Figure No. 3-5 & 3-5a ..... Federal Highway Administration Statement of  
21 ..... Materials and Labor Used on Federal Aid Projects  
22 Figure No. 3 6 ..... Explanation of Overruns and Underruns  
23 Figure No. 3-7 ..... Final Plans and Estimates Transmittal Form  
24 Figure No. 3 8 ..... Estimates Office Record of Final Plans  
25 Figure No. 3 9 ..... Certification and Request for Payment for Stockpiled Materials  
26 Figure No. 3-10 ..... Memorandum of Overpayment  
27 Figure No. 3-11 ..... Certification Compliance with EEO (Prov. on Fed. Aid Projects)

**Attachment 3-1**  
**STANDARD BASIS FOR ESTIMATING PAY ITEMS**

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

- 9. Base Course
  - a. Partial pay for stockpiled material..... (invoice) 100%
  - b. Material dumped and compacted ..... 85%  
(If constructed in two courses use 50% for the bottom course, and 50% when final course is finished and primed)
  - c. Finished and primed..... 15%
  
- 10. Stabilized Base
  - a. Partial pay for stockpiled material..... (invoice) 100%
  - b. Material dumped and spread (cu. yd. pay item) ..... 100%
  - c. Base mixed and accepted (sq. yd. pay item)..... 50%
  - d. Finished and primed (sq. yd.) ..... 50%
  
- 11. Concrete Pavement
  - a. Partial pay for stockpiled material..... (invoice) 100%
  - b. In-place, finished and cured ..... 90%
  - c. Joints sawed and sealed ..... 10%
  
- 12. Pipe Culvert
  - a. Delivered to job site and stockpiled ..... (invoice) 100%
  - b. Installed ..... 50%
  - c. Backfilled and accepted..... 50%
  
- 13. Inlet
  - a. Complete and accepted at precast yard ..... (invoice) 100%
  - b. Bottom ..... 65%
  - c. Throat ..... 10%
  - d. Inlet Top ..... 15%
  - e. Grate, Apron, etc. .... 10%
  
- 14. Manholes
  - a. Complete and accepted at precast yard ..... (invoice) 100%
  - b. Brick or concrete to subgrade..... 85%
  - c. Top in place - cover painted ..... 10%
  - d. Adjust to final grade..... 5%

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

- 22. Piles (concrete)
  - a. Cast and stored at precast yard ..... (invoice) 100%
  - b. Delivered to job site ..... 90%
  - c. Piling in place (piling furnished) ..... 10%
  
- 23. Prestressed Slabs
  - a. Cast and stored at precast yard ..... (invoice) 100%
  - b. Delivered to job site ..... 90%
  - c. Installation complete ..... 10%
  
- 24. Painting Structural Steel
  - a. Sandblasting and prime coat ..... 70%
  - b. Intermediate coat ..... 15%
  - c. Top or cosmetic coat ..... 15%
  
- 25. Segments for Segmental Bridge
  - a. Cast and stored at precast yard ..... (invoice) 100%  
(when furnished by a supplier)
  - b. Cast and stored at precast yard ..... 85%  
(when furnished by a contractor)
  - c. In place and post-tensioned for a. .... 100%
  - d. In place and post-tensioned for b. .... 15%
  
- 26. Precast Piers
  - a. Cast and stored by a supplier ..... (invoice) 100%
  - b. Cast and stored by a contractor ..... 85%
  - c. In place and post tensioned for a. .... 100%
  - d. In place and post tensioned for b. .... 15%
  
- 27. Machinery and Casting
  - a. Delivered to job site or adjacent storage ..... (invoice) 100%
  - b. Erection completed ..... 90%
  - c. Field painting and testing ..... 10%
  
- 28. Traffic Signal Equipment
  - a. Delivered to job site or adjacent storage ..... (invoice) 100%
  - b. Installed ..... 90%
  - c. Checked out-in operation ..... 10%

- 29. Roadway Lighting
  - a. Delivered to job site or adjacent storage ..... (invoice) 100%
  - b. Erection of bases and poles ..... 60%
  - c. Wiring and electrical connections ..... 30%
  - d. Checked out-in operation ..... 10%
  
- 30. Fence Post, Fence Fabric, Corrugated Steel Culvert Pipe, Corrugated Aluminum Pipe, Bridge Drainage System, Reflective Pavement Markers
  - a. Delivered to job site or adjacent storage ..... (invoice) 100%
  - b. Installed and accepted..... 100%
  
- 31. Electrical/Mechanical Equipment
  - a. Delivered to job site or adjacent storage ..... (invoice) 100%
  - b. Installation Completed ..... 90%
  - c. Checked out-in operation ..... 10%



# Figure 3-1 NOTICE OF OUTSTANDING DOCUMENTS



## **Florida Department of Transportation**

**CHARLIE CRIST**  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

**STEPHANIE KOPELOUSOS**  
INTERIM SECRETARY

January 1, 2007

Dotmet Construction  
2000 Sunshine Lane  
Anytown, Florida 32308

RE:  
Federal Aid Project Number: MY-M-6234(8)  
Financial Project ID : 197934 1 52 02  
Contract Number: 13,000  
County: Leon

Gentlemen:

The final plans and estimate on this contract are being forwarded to the District Final Estimates Manager.

Before the final estimate can be finalized, the following information must be submitted to the District Final Estimates Manager:

- 1.) Mill Test and Analysis Reports;
- 2.) Federal Wage Rate Affidavit, an original and 3 copies are required;
- 3.) Form FHWA-47, an original and 3 copies are required;
- 4.) Construction Compliance with Specifications and Plans Certification form;
- 5.) The DBE Utilization Certification has not been received from the District Compliance Coordinator Office to determine what documentation you may need to forward to the Department in order to complete the DBE certification.

Enclosed is a copy of the Department's Progress Estimate showing our project administrator's proposed final quantities at this date. These quantities will be examined by the District Final Estimates Office, who will issue you a Final Estimate for final payment, but serves only for your information. The quantities, as shown, will be corrected if found in error by the District Final Estimates Office.

Your cooperation in quickly submitting any outstanding documents will expedite the processing of the final estimates.

Very Truly Yours,  
**J. C. Longmier**  
J. C. Longmier  
Residence Office

DC/sv

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

# Figure 3-2 CERTIFICATION OF PAYMENT TO SUBCONTRACTORS

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CERTIFICATION**  
**DISBURSEMENT OF PREVIOUS PERIODIC PAYMENT TO SUBCONTRACTORS**  
(As required by Florida Transportation Code, Section 337.11, Subsection (10)(a), F.S.)

700-010-38  
CONSTRUCTION  
03/03

FIN PROJ. I.D. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

DATE \_\_\_\_\_  
 CONTRACT NO. \_\_\_\_\_  
 TO RELEASE MONTHLY PAYMENT FOR \_\_\_\_\_

\_\_\_\_\_, prime contractor for the above referenced contract, hereby certifies that all subcontractors, except for those noted below, having interest in this contract have received their pro rata share of all previous periodic payments made to date by the Department for all work, materials and equipment furnished under the contract. The term "subcontractor", as used herein, shall also include persons or firms furnishing materials, services or equipment incorporated into the work or stockpiled in the vicinity of the project for which partial payment has been made by the Department and work done under equipment-rental agreements.

**EXCEPTION:**  
 The following subcontractors have not been paid and a copy of the notification sent to each, explaining the good cause why payment has not been made, is attached to this form:

Subcontractor name	Subcontractor name
Street Address	Street Address
City State Zip	City State Zip

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

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.

\_\_\_\_\_  
 Notary Public  
 Commission Expires \_\_\_\_\_  
 Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
 Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
 Contractor  
 \_\_\_\_\_  
 By  
 \_\_\_\_\_  
 Title

**Instructions:**

1. Attach copy of the notification good cause sent to each applicable subcontractor.
2. List the subcontractors which have not been paid the proportionate share of payments received by the contractor and the date listed as exception.
3. A separate certification is required for each contract.
4. To be signed by an officer or director of the Contractor with the authority to bind the Contractor and notarized.
5. To avoid delay in payment, certification must be submitted to the Project Engineer no later than the Friday before the monthly estimate cutoff date (generally the 3rd Sunday of the month).

# Figure 3-2a CONSTRUCTION COMPLIANCE WITH SPECIFICATIONS AND PLANS

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

**CONSTRUCTION COMPLIANCE WITH  
SPECIFICATIONS AND PLANS**

700-020-02  
CONSTRUCTION  
11/03  
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 Quality Control functions and Quality Control sampling and test results are in substantial compliance with the pertinent specification requirements and the approved Quality Control Plan for this project. 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 3-2b CONSTRUCTION COMPLIANCE WITH SPECIFICATIONS AND PLANS(Con't)

700-020-02  
CONSTRUCTION  
11/03  
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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Title

**Figure 3-3**  
**NOTICE TO PROCEED LETTER**



**Florida Department of Transportation**

**CHARLIE CRIST**  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

**STEPHANIE KOPELOUSOS**  
INTERIM SECRETARY

January 1, 2007

District Construction Office  
1000 Orange Court  
Somewhere, Florida 32416

RETURN RECEIPT REQUESTED P 737 230 795

Dotmet Construction  
2000 Sunshine Lane  
Anytown, Florida 32308

RE: Project Name: Kelley Memorial Causeway: New Construction  
Contract Number: 17,900  
Financial Project ID: 1979341 52 02  
Federal Job Number: MA-M-617(9)  
County: Dade

**NOTICE TO PROCEED**

Your Contract, number 17,900 covering work to be performed on the above project, was executed and dated May 31, 2007.

You are hereby authorized to begin work in keeping with the time limitations stipulated in the Contract.

A Certification of Payment to the Subcontractors is required for the second thru the last monthly estimate. Also, a Federal Wage Rate Affidavit must accompany the final monthly estimate.

The program Manager is in charge of this project:

Chris Layman  
2500 Beach Circle  
Anytown, Florida 32308  
(850)429-2777

Sincerely,  
J. C. Longmier  
J.C. Longmier  
District Secretary

DIS/sv

cc: D. Stanford, L.M. McKelley, Eugene Bradson

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

## Figure 3-4 NOTICE OF BEGINNING/ENDING OF CONSTRUCTION

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
NOTICE OF COMPLETION OF CONSTRUCTION**

DISTRICT OFFICE \_\_\_\_\_ DATE \_\_\_\_\_ / / \_\_\_\_\_

PLEASE NOTE INFORMATION AND FORWARD IN NUMBERED ORDER:

1. \_\_\_\_\_ STATE CONSTRUCTION ENGINEER                      7. \_\_\_\_\_ CHIEF, PLANNING ENGINEER  
 2. \_\_\_\_\_ DEPUTY DESIGN ENGR. (SUPPORT)    8. \_\_\_\_\_ FISCAL OFFICE  
 3. \_\_\_\_\_ DEPUTY DESIGN ENGR. (STRUCTURES)    9. \_\_\_\_\_ P.D.M.S.  
 4. \_\_\_\_\_ DEPUTY DESIGN ENGR. (ROADWAY) 10. \_\_\_\_\_ REPROGRAPICS  
 5. \_\_\_\_\_ SAFETY ENGINEER    11. \_\_\_\_\_ CENTRAL FILES  
 6. \_\_\_\_\_ ROADSIDE DEVELOPMENT COOR.

---

CONTRACT NO. \_\_\_\_\_

FIN. PROJ. ID                      SR/US                      LOCAL NAME/FAP NO.                      PROJECT LIMITS

---

CONTRACTOR ADDRESS \_\_\_\_\_

PROJECT ADMTR. ADDRESS                      RESIDENT ENGR.                      TEL. \_\_\_\_\_

DATE TIME BEGAN    / / \_\_\_\_\_                      DATE WORK CONDITIONALLY ACCEPTED    / / \_\_\_\_\_  
 DATE WORK BEGAN    / / \_\_\_\_\_                      DATE WORK COMPLETED    / / \_\_\_\_\_

---

RECOMMENDATIONS FOR MAINTENANCE (IF NOT NOW ON APPROVED STATE MAINTAINED SYSTEM, CITE MAINTENANCE AGREEMENT OF YOUR RECOMMENDATIONS. IF CONDITIONS ARE UNUSUAL, AFFIX DETAILED INFORMATION TO THIS FORM.)

REMARKS: \_\_\_\_\_

\_\_\_\_\_

DISTRICT SECRETARY OR DESIGNEE \_\_\_\_\_

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**DISTRIBUTION:** ORIGINAL COPY – STATE CONSTRUCTION OFFICE - M.S. 31  
 COPY 1 - INFORMATION OFFICE – MS 31                      COPY 5 - STATE ESTIMATES ENGINEER - MS – 89  
 COPY 2 – STATE MATERIALS ENGINEER                      COPY 6 - FHWA (F.A. PROJECTS) - MS –29  
 COPY 3 – PROJECT ADMINISTRATOR                      COPY 7 –  
 COPY 4 – CONTRACTOR    COPY 9 - FILE

# Figure 3-5 (Metric) FHWA - 47 FORM

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION										FORM 700-050-33	
STATEMENT OF MATERIALS AND LABOR USED BY										CONSTRUCTION - 06/99	
CONTRACTORS ON HIGHWAY CONSTRUCTION INVOLVING FEDERAL FUNDS										Page 1 of 2	
(METRIC)											
<b>PART A</b> To be completed by FHWA or State Highway Personnel (See instructions on reverse)											
STATE*			COUNTY			FEDERAL PROJECT NO.*			URBAN ( ) RURAL ( )*		
ITEM	DESCRIPTION		ROADWAY	BRIDGE (Over 6 meters)		DATE STARTED*					
CONSTRUCTION TYPE CODES											
1	LENGTH OF PROJECT	KILO-METERS				DATE COMPLETED*					
2	FINAL* CONSTRUCTION COST	DOL				TOTAL NO. BRIDGES					
<b>PART B</b> To be completed by contractor - see instructions on reverse (REMARKS Attach a plain sheet of paper)											
3	LABOR* TOTAL PROJECT	TOTAL LABOR - HOURS			GROSS EARNINGS			28 CLAY PIPE			
ITEM	DESCRIPTION	UNIT	PROJECT QUANTITY	CULVERT ITEMS			SIZE (cm.)	LGTH (Lin M.)			
4	TOTAL COST OF ALL MATERIALS AND SUPPLIES*	DOL.		26 CORR. STEEL CULVERT							
5	PETROLEUM PRODUCTS*	LIT.									
6	CEMENT	t.									
7		KG.									
8		t.									
9	AGGREGATES PURCHASED	t.						29 CORR. ALUMINUM CULVERT			
10		M³									
11	BITUMINOUS MATERIAL	LIT.									
12	LUMBER	THSD. BD.M.									
13	REINFORCING STEEL	KG.									
14	STRUCTURAL STEEL	KG.									
15	READY-MIXED CONCRETE	M³		27 CONCRETE PIPE							
16	PREMIXED BITUMINOUS PAVING MATERIALS	t.									
17	AGGREGATES PRODUCED	t.									
18		M³									
19	MISCELLANEOUS STEEL	KG.						30 PLASTIC PIPE			
20	NOISE BARRIERS	LIN. M.									
21	GUARDRAIL	LIN. M.									
22	BRIDGE RAIL	LIN. M.									
23	FINAL CONTRACT AMOUNT FOR SIGNS	DOL.									
24	FINAL CONTRACT AMT. FOR LIGHTING	DOL.									
25	FINAL CONTRACT AMT. FOR TRAFFIC SIGNALS	DOL.									
*MUST BE REPORTED ON ALL REPORTS				REVIEWED BY			DATE				
FORM FHWA-47 (Rev. 7-98) (INF4.2, 7/29/98) PREVIOUS EDITIONS ARE OBSOLETE											RECYCLED PAPER

# Figure 3-5a (English) FHWA - 47 FORM

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION <b>STATEMENT OF MATERIALS AND LABOR USED BY CONTRACTORS ON HIGHWAY CONSTRUCTION INVOLVING FEDERAL FUNDS (ENGLISH)</b>										FORM 700-050-34 CONSTRUCTION - 06/99 Page 1 of 2	
<b>PART A</b> <i>To be completed by FHWA or State Highway Personnel (See instructions on reverse)</i>											
STATE*			COUNTY			FEDERAL PROJECT NO.*			URBAN ( ) RURAL ( )*		
ITEM	DESCRIPTION		ROADWAY	BRIDGE (Over 20 ft)		DATE STARTED*					
CONSTRUCTION TYPE CODES											
1	LENGTH OF PROJECT	MILES				DATE COMPLETED*					
2	FINAL* CONSTRUCTION COST	DOL.				TOTAL NO. BRIDGES					
<b>PART B</b> <i>To be completed by contractor - see instructions on reverse (REMARKS Attach a plain sheet of paper)</i>											
3	LABOR* TOTAL PROJECT		TOTAL LABOR - HOURS		GROSS EARNINGS			28 CLAY PIPE			
ITEM	DESCRIPTION		UNIT	PROJECT QUANTITY	CULVERT ITEMS			SIZE (In.)	LGTH (Lin ft)		
4	TOTAL COST OF ALL MATERIALS AND SUPPLIES*		DOL.		SIZE (In.)	LGTH (Lin ft)					
5	PETROLEUM PRODUCTS*		GAL.		26 CORR. STEEL CULVERT						
6	CEMENT		BBL.								
7			LB.								
8			TON.								
9	AGGRREGATES PURCHASED		TON.					29 CORR. ALUMINUM CULVERT			
10			CU. YD.								
11	BITUMINOUS MATERIAL		GAL.								
12	LUMBER		THSD. BD.FT.								
13	REINFORCING STEEL		LB.								
14	STRUCTURAL STEEL		LB.								
15	READY-MIXED CONCRETE		CU. YD.		27 CONCRETE PIPE						
16	PREMIXED BITUMINOUS PAVING MATERIALS		TON.								
17	AGGREGATES PRODUCED		TON.								
18			CU. YD.								
19	MISCELLANEOUS STEEL		LB.					30 PLASTIC PIPE			
20	NOISE BARRIERS		LIN. FT.								
21	GUARDRAIL		LIN. FT.								
22	BRIDGE RAIL		LIN. FT.								
23	FINAL CONTRACT AMOUNT FOR SIGNS		DOL.								
24	FINAL CONTRACT AMT. FOR LIGHTING		DOL.								
25	FINAL CONTRACT AMT. FOR TRAFFIC SIGNALS		DOL.								
*MUST BE REPORTED ON ALL REPORTS				REVIEWED BY				DATE			
FORM FHWA-47 (Rev. 7-98) (INF4.2, 7/29/98)					PREVIOUS EDITIONS ARE OBSOLETE					RECYCLED PAPER	



## Figure 3-6 EXPLANATION OF OVERRUNS AND UNDERRUNS

Fin Proj. ID								
FAP No.								
<b><u>EXPLANATION OF OVERRUNS AND UNDERRUNS</u></b>								
(Items with negligible or no change not listed)								
(TENTATIVE)								
<u>ITEM NO.</u>								
102-1 :	MAINTENANCE OF TRAFFIC *							
104-2 :	MULCHING (TEMP) *							
104-3 :	SODDING (TEMP) *							
104-4 :	MOWING *							
104-5 :	SANDBAGGING *							
<p>*It was not necessary to use any of the above items because of the short duration and nature of this project.</p>								
<u>120-2 : BORROW EXCAVATION</u>								
The regular borrow under ran 5,843 cu. yds. due to an underrun in SS excavation plus shrinkage (4,328 x 1.35)	-5,843 cu. yds.	<table style="margin-left: auto; margin-right: 0;"> <tr> <td>Org. Plan</td> <td style="text-align: right;">64,714 cu. yds.</td> </tr> <tr> <td>Final</td> <td style="text-align: right;">66,905 cu. yds.</td> </tr> <tr> <td><u>Overrun</u></td> <td style="text-align: right;"><u>2,191 cu. yds.</u></td> </tr> </table>	Org. Plan	64,714 cu. yds.	Final	66,905 cu. yds.	<u>Overrun</u>	<u>2,191 cu. yds.</u>
Org. Plan	64,714 cu. yds.							
Final	66,905 cu. yds.							
<u>Overrun</u>	<u>2,191 cu. yds.</u>							
However, the local stabilizing material used on The job is included in the borrow. The total Stabilizing material hauled was 8,034 cu. yds.	+8,034 cu. yds.							
	<u>+2,191 cu.yds.</u>							
<u>120-4 : SUBSOIL EXCAVATION</u>								
The original plans indicated that A-2-6 subsoil Excavation would be necessary from Sta. 50+95 To Sta. 53+20 and Sta. 81+05 to Sta. 83+55 totaling 297 cu. yds. A field review of those particular areas disclosed that no A-2-6 subsoil excavation would be necessary.	- 297 cu. yds.	<table style="margin-left: auto; margin-right: 0;"> <tr> <td>Org. Plan</td> <td style="text-align: right;">42,157 cu. yds.</td> </tr> <tr> <td>Final</td> <td style="text-align: right;">37,829 cu. yds.</td> </tr> <tr> <td><u>Underrun</u></td> <td style="text-align: right;"><u>4,328 cu. yds.</u></td> </tr> </table>	Org. Plan	42,157 cu. yds.	Final	37,829 cu. yds.	<u>Underrun</u>	<u>4,328 cu. yds.</u>
Org. Plan	42,157 cu. yds.							
Final	37,829 cu. yds.							
<u>Underrun</u>	<u>4,328 cu. yds.</u>							
The remaining 4,031 cu. yds. of this underrun Is in the muck areas on the project.	- 4,031 cu. yds.							
	<u>- 4,328 cu. yds.</u>							
<u>430-1128 : CONC. PIPE CULV. (48"CD)</u>								
(Fed. Aid Non-Part)								
The Department and the City of Delray Beach Entered into a joint project agreement to extend the 48" pipe from end of the project to Ditch Pond resulting in an overrun of 504 lin. ft.		<table style="margin-left: auto; margin-right: 0;"> <tr> <td>Org. Plan</td> <td style="text-align: right;">0 lin. ft.</td> </tr> <tr> <td>Final</td> <td style="text-align: right;">504 lin. ft.</td> </tr> <tr> <td><u>Overrun</u></td> <td style="text-align: right;"><u>504 lin. ft.</u></td> </tr> </table>	Org. Plan	0 lin. ft.	Final	504 lin. ft.	<u>Overrun</u>	<u>504 lin. ft.</u>
Org. Plan	0 lin. ft.							
Final	504 lin. ft.							
<u>Overrun</u>	<u>504 lin. ft.</u>							
(Fed. Aid Part)								
An increase of 504 lin. ft. right of Sta. 81+50 was Due to S.A. date 03/12/98.								

# Figure 3-7 FINAL PLANS & ESTIMATE TRANSMITTAL FORM

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**FINAL PLANS AND ESTIMATE TRANSMITTAL**

FORM 700-050-20  
CONSTRUCTION - 07/00  
Page 1 of 2

TO: \_\_\_\_\_ DATE \_\_\_\_\_  
 FROM: \_\_\_\_\_  
 Transmittal Prepared by: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Financial Project ID: \_\_\_\_\_  
 Fed. Aid Project No.(s) \_\_\_\_\_  
 Contract No. \_\_\_\_\_ County: \_\_\_\_\_  
 Time Began \_\_\_\_\_ Work Began \_\_\_\_\_ Work Comp. \_\_\_\_\_  
 Computation Book Total Dollars \_\_\_\_\_

We are this date transmitting the Final Estimate on the above referenced job. This submission includes the data indicated below:

Final Plans _____	Set	Disposition of Failing Mat'l _____	Each
Shop Drawings _____	Set	Cert. of Materials (G'ville Testing) _____	Copy
*Primary Computation Book/s _____	Each	**Field Books _____	Each
*Secondary Computation Book/s _____	Each	Delivery Tickets _____	Each
Supp. Agreements (Pending) _____	Each	Auto-Asphalt Wt. Tickets _____	Pads
Construction Diaries _____	Each	Construction Materials Affidavit _____	Copy
Time Folder _____	File	FHWA-47 _____	Copy
CRSTS02A, 05A and 06A _____	Copy	Federal Wage Rate Affidavit _____	Copy
Notice to Begin Work _____	Copy	Freight Bills _____	Copy
Job Correspondence File _____	Each	DBE Utilization Certification _____	Copy
Estimates Office Record of Final Plans _____	Copy	Daily Report of Asphalt Plant Inspector _____	Each
Overruns and Underruns (3) _____	Copy	Form No. 675-030-06 _____	
Tentative Final Estimate _____	Copy	Daily Report of Asphalt Paving Inspector _____	Each
Tent. Final Est. Work Sheet (1) _____	Copy	Form No. 675-030-07 _____	

  

<u>*COMP BOOK:</u>	<u>DESCRIPTION</u>	<u>**FIELD BOOKS</u>	<u>DESCRIPTION</u>
<u>NUMBER</u>		<u>NUMBER</u>	

**Please list any additional items on a separate sheet**

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# Figure 3-8 RECORD OF FINAL PLANS

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION						700-050-28 CONSTRUCTION 1005
ESTIMATES OFFICE RECORD OF FINAL PLANS AND DOCUMENTS						
FINANCIAL PROJECT ID.				CONTRACT NO.		
FEDERAL AID PROJECT NO.(S)					SPEC YEAR	
COUNTY(IES)		LETTING DATE	ROAD NO.(S)/DESCRIPTION			
CONTRACTOR(S) NAME(S) <input type="checkbox"/> JOINT VENTURE						
SURETY COMPANY NAME				CEI		
DISTRICT SECRETARY		RESIDENT ENGINEER		PROJECT ADMINISTRATOR		
RESIDENT OFF./PROJECT MGR.		ORIGINAL CONTRACT AMOUNT		CONTRACT EXECUTED		
NOTICE TO BEGIN WORK DATE * DAYS		DATE CONTRACT TIME BEGAN		DATE WORK BEGAN		
DATE JOB FINAL ACCEPTED		WARRANTIES RECEIVED: <input type="checkbox"/> OTHER TYPE: <input type="checkbox"/> SIGNAL <input type="checkbox"/> VALUE ADDED <input type="checkbox"/> LANDSCAPING				
SA#	DATE	AMOUNT	APPROVAL	STATE GRT	FHWA GRT	
CID Allowed by Contract		STATE	FHWA	Calendar Days Elapsed	STATE	FHWA
Granted by S.A.				Calendar Days Undermin		
Extended by Department/Arbitration				Calendar Days Overrun		
				Liquidated Damages/Penalty		
				Per Day (Article 8-10.2 & 8-12)		
				Total Penalty		
				Total Amount		
Total Calendar Days Allowed						
FIN. PROJ. ID	CERTIFIED AMOUNT	FINAL AMOUNT	(-) ADJUSTMENTS	AMOUNT DUE	EST. NO.	
TOTALS						
DATE PLAN RECEIVED	PAR CHANGE	(+) \$	(-) \$	NET CHANGE		
\$ LATE FIELD CHANGE	\$ LATE SA	BONUS TYPE & \$ AMOUNT				
\$ ARBITRATION ORDERS / DRB RULING						
DESCRIPTION	DATE REC'D	DESCRIPTION	DATE REC'D			
Certification of Compliance with specs & plans		DBE Utilization				
Certification of Materials		Last Document				
FHWA-47	TO FHWA	APPROVED	LAST DOCUMENT			
ACCEPTANCE LETTER TO CONTRACTOR		RETURNED REG.	QUAL.	W/CHECK <input type="checkbox"/>		
OVERPAYMENT LETTER TO CONTRACTOR		TO SURETY	TO LEGAL			
60 - DAY LETTER	RETURN RECEIPT RECEIVED	60 - DAY LETTER	RETURN RECEIPT RECEIVED			
90 - DAY LETTER	RETURN RECEIPT RECEIVED	21A RECEIVED	TO LEGAL			
RETURN TO CONTRACTOR		APPROVED				
DATE QUALIFIED	DATE PASSED	DATE PAID OFF				



**FIGURE 3-10  
MEMORANDUM OF OVERPAYMENT**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**MEMORANDUM OF OVERPAYMENT**

700-010-31  
CONSTRUCTION  
01/07

**DATE:**

**TO:** DISBURSEMENT OPERATIONS OFFICE, Deputy Comptroller, General Audit, MS - 42

**FROM:** STATE CONSTRUCTION, ENGINEER

**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 \$ 0.00 \_\_\_\_\_.

The actual amount owed by the Department was \$ 0.00 \_\_\_\_\_, resulting in overpayment of  
\$ 0.00 \_\_\_\_\_.

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 \$ 0.00 \_\_\_\_\_ to \$ 0.00 \_\_\_\_\_.

**COMPTROLLER'S OFFICE:**

- APPROVED
- DISAPPROVED

**CHECKLIST:**

- FA PROJECT
- SAME FAP RATIO
- SUFFICIENT FUNDS

\_\_\_\_\_  
STATE CONSTRUCTION ENGINEER

# FIGURE 3-11 COMPLIANCE WITH EQUAL EMPLOYMENT (EEO) PROVISIONS ON FEDERAL AID CONTRACTS

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CERTIFICATION**  
**COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY (EEO)  
PROVISIONS ON FEDERAL AID CONTRACTS**

Form 700-011-13  
CONSTRUCTION  
03/05

  

FIN PROJECT I.D. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE \_\_\_\_\_

CONTRACT NO. \_\_\_\_\_

\_\_\_\_\_

  

\_\_\_\_\_, prime contractor  
for the above referenced contract, hereby certifies compliance (of this company and all subcontractors) with the EEO provisions of FHWA Form-1273 (Section II. Nondiscrimination and Section III. Nonsegregated facilities) on this contract.

**Exception:**  
The following subcontractor(s) have been found to be in noncompliance with the provisions stated above. Attached is notification sent to the respective subcontractor(s) explaining their noncompliance with these provisions.

  

Subcontractor Name	Subcontractor Name
Street Address	Street Address
City/State/Zip	City/State/Zip

  

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 \_\_\_\_\_

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 nonresponsibility, 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

  

**Instructions:**

1. Attach copy of any notifications of noncompliance sent to each applicable subcontractor.
2. List the subcontractors found not in compliance at the time of this certification.
3. A separate certification is required for each contract.
4. To be signed by an officer or director of the Contractor with the authority to bind the Contractor and notarized.
5. To avoid delay in payment, certification must be submitted to the Project Engineer no later than the Friday before the monthly estimate cutoff date (generally the 3<sup>rd</sup> Sunday of the month).