

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CONTINGENCY SUPPLEMENTAL AGREEMENT**

700-010-79  
CONSTRUCTION  
04/25

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Contract \_\_\_\_\_ Change Order No. \_\_\_\_\_ Road No(s). \_\_\_\_\_  
Financial Project ID(s) \_\_\_\_\_ Federal Aid Project No(s). \_\_\_\_\_

This Agreement entered into on \_\_\_\_\_, such an Agreement to be effective on the last date of execution by a party hereto, by and between the State of Florida Department of Transportation (Department) and \_\_\_\_\_ (Contractor), and \_\_\_\_\_ (Surety) the same being supplementary to Contract \_\_\_\_\_ (Contract) by and between the parties aforesaid, dated \_\_\_\_\_, for the construction or improvement of the road(s) and/or bridge(s) assigned the project number(s) shown above, in \_\_\_\_\_ County(ies), Florida.

- (1) The purpose of this Supplemental Agreement is to establish a pay item to expedite payment for any unforeseen additional work which is necessary to complete the work and make the project functionally operational in accordance with the intent of the original Contract. Unforeseen additional work shall not include overruns of existing contract items of work at established contract unit prices.
- (2) The cost of unforeseen extra work approved by the Engineer will be a negotiated amount or in lieu of negotiation reimbursement shall be made based on material invoices and labor payrolls including mark-ups as shown in Subarticle 4-3.2 of the Specifications.
- (3) It is further agreed that this Supplemental Agreement shall not alter or change in any manner the force and effect of the original Contract, including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement.
- (4) The Department and the Contractor agree that the cost agreed to and documented on the work order constitutes a full and complete settlement of the issues set forth in that work order. The Contract accepts the terms of this Supplemental Agreement as related to cost determinations as full compensation for all costs of equipment, manpower, materials, overhead, profit, and delay damages and for all their costs.
- (5) The execution of this Supplemental Agreement shall not constitute authorization to proceed with any work. No work shall be performed pursuant to this Supplemental Agreement until such time as a valid and fully executed Work Order is issued authorizing work within the scope of Section 337.11(9), Florida Statutes, and the covenants and restrictions of this Supplemental Agreement. No work outside the scope of the aforementioned statute may be authorized.

Net Change in Contract this Agreement: \$ \_\_\_\_\_

Unforeseen additional work will be paid as a Contract adjustment of Pay Item No. 9999 - \_\_\_\_\_ (Lump Sum)

\_\_\_\_\_  
**Approved By:** Secretary or Designee Signature and Date

\_\_\_\_\_  
**Executed By:** Contractor Signature (SEAL)\* and Date

\_\_\_\_\_  
**Executed By:** Secretary or Designee Signature and Date

\_\_\_\_\_  
**Attest:** Secretary Signature

\_\_\_\_\_  
**Attorney** Signature, Department of Transportation, Legal Review

\_\_\_\_\_  
**Surety** Signature (per 337.11(9)(a), F.S.) (SEAL)\* and Date

\_\_\_\_\_  
**Signed by Florida Licensed Insurance Agent\*\***

*\*Seal not required if digitally signed*

*\*\*Not required if digitally signed*