

1

Chapter 4

2

REVIEW FUNCTIONS AND TYPES

3

4.1 PURPOSE

4 | To define the **District Final Estimates Office's (DFEO)** Initial Reviewer's functions
5 and contrast with ~~the District Final Estimates Office~~ the DFEO Overview's
6 functions. To define the review types, In-depth review by Initial Reviewer and
7 Overviewer, In-depth review by Initial Reviewer only and the risk based reviews. To
8 outline the priority selection criteria used by the District Final Estimate Engineer
9 (DFEE) in assigning contracts to the available reviewers. To outline the submission
10 process to the paid off status of a Certified Final Estimate Package submitted by
11 Consultants. This is done to minimize the Department's exposure to the risk of
12 overpayment errors and interest on delayed payments. To outline the functions
13 related to the reviewing process of the final estimate package. These procedures
14 apply to both Class 1 and District Contracts, and ~~To~~ to coordinate this procedure
15 with the ~~Final Estimates Preparation and Documentation Manual (P&DM)~~
16 (**Procedure No. 700-050-010**).

17

4.1.1 DFEO/Consultants Quality Control (QC) Plan

18 The Statewide District QC Plan procedures detailing minimum requirements are
19 shown in **Section 4.3** of this Chapter. Should the Consultant elect to develop their
20 Q.C. Plan, it shall meet the criteria specified in **Section 4.3** and a copy shall be
21 submitted to the ~~District Final Estimates Engineer~~. **DFEE**.

22

23

4.1.2 Consultant Construction Engineering Inspection (CCEI) Scope of Services

24

25 The CCEI Scope of Services shall be utilized to develop the Scope of Service for
26 contracts that are to have a certified final estimate prepared by a Consultant.
27 ([See Figure No. 4-1](#))

28

4.1.3 Certification of Completion for the Preparation of Final Estimates (Consultants Only)

29

30 Consultant personnel preparing the Certified Final Estimate Package shall keep
31 their Certificate of Completion for the Preparation of Final Estimates current.
32 | ~~This certificate expires every two (2) years.~~ ~~A training course in the preparation~~
33 | ~~of a final estimate is offered 3 times per year by the State Construction Office at~~

1 ~~different locations around the state~~The State Construction Office at different
 2 locations around the state offers a training course in the preparation of a final
 3 estimate 3 times per year. Upon completion of the course and the review, the
 4 Consultant personnel attending this training will be issued a Certificate of
 5 Completion. ~~This training is provided periodically by the State Construction Office~~
 6 ~~(SCO), and future training classes will be offered through the University of~~
 7 ~~Florida under the Construction Training Qualification Program (CTQP). For~~
 8 ~~information on current training classes, please refer to the SCO's web site.~~

9 4.2 PROCEDURES

10 4.2.1 Review Functions

11 Note: The DFEE will authorize the initial type of checks to be performed by the
 12 RFEO. Also the DFEE will no longer perform these functions on a Certified Final
 13 Estimate Package submitted by Consultants.

14 (A) The Initial Reviewer, ~~a Resident Final Estimates Office (RFEO) /DFEO Staff~~
 15 ~~member~~ and ~~a DFEO~~ Overviewer's DFEO Staff functions differ principally in
 16 the degree of judgement required and the focus width and degree of
 17 attention given to the pay items reviewed.

18 1. Initial Reviewers perform a thorough check of any pay item reviewed.
 19 They shall be familiar with the overall character, scope, and type of
 20 work required by the contract before beginning any reviewing. The
 21 Initial Reviewer shall have their final estimate duties written in their
 22 review & performance plan. For Certified Final Estimates submitted
 23 by a Consultant, final estimates duties must be included in the Scope
 24 of Services. (See Figure 4-1).

25 2. On occasion the Initial Reviewer may be directed by the DFEE to
 26 perform partial check on specific pay items or a Risk Based Review (
 27 Flex Check/checking certain pay items only). Without specific
 28 instructions the Initial Reviewer is always required to make an in-
 29 depth check of contract pay items. As with any review operation, a
 30 reviewer shall never be allowed to check their own work. ~~This means~~
 31 ~~that~~ Also the Initial Reviewer shall never be assigned or allowed to do
 32 both the preparation of and the Initial Review of the same final
 33 estimate. Although they may assist the DFEE by performing either
 34 function for a given contract, the same individual shall not do both.

35 3. An Initial Reviewer shall not be allowed to perform Overviews until
 36 they are designated as an Overviewer by the DFEE. When the DFEE

1 has sufficient confidence in a particular Initial Reviewer's experience,
2 the DFEE shall designate this individual to be an Overviewer.

3 (B) The Overviewer's function contrasts with the Initial Review function, in as
4 much as the Overviewer is expected to exercise considerable judgement in
5 reviewing changes made by the Initial Reviewer and **in depth** reviewing, ~~in~~
6 **depth**, any area which the Overviewer feels the Initial Reviewer or a Risk
7 Based Reviewer may have neglected. The Overviewer will usually have a
8 combination of several years of experience working on transportation
9 construction projects and/or reviewing them. The Overviewer verifies all
10 changes, and carefully checks specific items which have not been initially
11 reviewed. In keeping with sound reviewing practices, the Overviewer, like
12 the Initial Reviewer, shall never be allowed to check their own work. For a
13 given contract, the same individual shall never be assigned or allowed to do
14 more than one of the three final estimate functions including preparation,
15 Initial Review or Overview.

16 4.2.2 Review Types

17 The DFEE shall have the responsibility and the authority to exercise judgement in
18 deciding which reviews are appropriate for a specific contract. The DFEE shall not
19 delegate this authority to anyone else. Factors the DFEE shall consider in making
20 this decision are, the dollar amount of the contract, the complexity of the contract,
21 the quality of the Construction Contract Administration, previous experience with the
22 specific Contractor and the experience level of the available reviewers. **NOTE: Any**
23 **checking is at the option of the DFEO's approval.**

24
25 The basic review types are:

26 (A) In-depth review with Initial and Overview phases: In this review all pay items,
27 adjustments, contract time, penalties, incentives and liquidated damages and
28 material test failure resolutions are checked by the Initial Reviewer. The
29 ~~results of this initial review are then reviewed by the Overviewer who will~~
30 ~~confirm any changes, investigate any issues overlooked by the Initial~~
31 ~~Reviewer and produce a final estimate to be used in making an offer of final~~
32 ~~payment to the Contractor.~~ Overviewer will confirm all changes, investigate
33 any issues overlooked by the Initial Reviewer and produce a final estimate to
34 be used in making an offer of final payment to the Contractor. The
35 Overviewer should review the final results with the Initial Reviewer.

36 (B) DFEE/**Resident Final Estimates Engineer (RFEE)** Review: An initial review of
37 selected pay items equaling 80% of the original contract amount as directed
38 by the DFEE/**RFEE**. The pay item review will also include any problem
39 areas. Earthwork, Asphalt and Concrete pay items will also be included

1 when these are major items of work as defined in **Article 1-3 of the**
 2 **Standard Specifications**. The initial review can be accomplished in the
 3 field or at the DFEO. In this type of review, the overview phase ~~will~~ can also
 4 be accomplished in the field or the DFEO. ~~The results of this Initial check~~
 5 ~~are always reviewed by an Overviewer who will confirm any changes,~~
 6 ~~investigate any issues not checked by the Initial Reviewer and produce a~~
 7 ~~final estimate to be used in making an offer of final payment to the~~
 8 ~~Contractor.~~ An Overviewer will confirm all changes, investigate any issues not
 9 checked by the Initial Reviewer and produce a final estimate to be used in
 10 making an offer of final payment to the Contractor. The Overviewer should
 11 review the final results with the Initial Reviewer.

12 (C) Flow Chart Review Process of a Certified Final Estimate Package
 13 Received from Consultants (See Figure No. 4-3) (DFEO ONLY): The
 14 implementation of this new process will require the Districts to review each
 15 estimate package submitted by a consultant. The ~~District Final Estimate~~
 16 ~~Engineer DFEE~~ will compile a semi-annual report of the quality of each
 17 Certified Final Estimate Package reviewed and submit to the ~~State~~
 18 ~~Construction Final Estimate Office SFE0~~. Once enough data is received
 19 and analyzed on this process, the ~~State Construction Office SCO~~ will
 20 determine the frequency of reviews for future projects.

21 (1) Certified Final Estimates Package Received

22 (a) After the CCEI delivers the Estimates Package to the DFEO,
 23 the DFEE shall ensure that the Certification letter (See
 24 Figure 4-2) is properly completed and contains all
 25 signatures, dates and has been notarized. If the
 26 Certification letter is not properly completed, then the DFEE
 27 shall return the Certification Letter to the CCEI firm for
 28 corrections. Once the Certification Letter is found
 29 acceptable, the original shall be placed in the DFEE office
 30 files and a copy attached over the original submitted copy
 31 inside the cover of the Computation Book. The DFEO may
 32 submit Offer of Final Payment at this time.

33 (2) DFEO Review

34 (a) The DFEE review will follow the District's QC Plan and the
 35 Department's procedures and guidelines. The Certified
 36 Estimate package may be reviewed before or after Offer of
 37 Final Payment to the Contractor. The decision is made by
 38 the DFEE.

- 1 (3) Review Before Offer of Final Payment
- 2 (a) When errors are found during the DFEO review, the DFEO
3 shall contact the CCEI to verify their findings and address
4 the issues. DFEE and CCEI will review findings and resolve
5 all issues at that time. The Consultant will make a formal
6 report as to what steps will be taken to eliminate these type
7 issues in the future. This report will be sent to the District
8 Construction Engineer (DCE), ~~District Final Estimates~~
9 ~~Engineer DFEE~~ and the ~~State Final Estimates Engineer~~
10 ~~SFEE~~. After the DFEE and CCEI both have agreed on
11 errors and /or omissions, the CCEI must make corrections to
12 the Final Estimates Package, and the DFEE will make an
13 Offer of Final Payment.
- 14 (b) After the Offer of Final Payment has been made to the
15 Contractor and Regular Acceptance has been received, the
16 review is complete.
- 17 (c) If the Department receives a Qualified Acceptance from the
18 Contractor, the CCEI will be responsible for resolution of the
19 items in disagreement. Once the resolution is reached the
20 DFEO will resubmit the Offer of Final Payment if warranted.
- 21 (4) Review After Offer of Final Payment
- 22 (a) When the review shows no errors in the estimate, then the
23 review is complete.
- 24 (b) Errors found that total less than an absolute value of \$5,000.00
25 will be discussed with the CCEI. The Consultant will make a
26 formal report as to what steps will be taken to eliminate these
27 type issues in the future. This report will be sent to the ~~District~~
28 ~~Construction Engineer, District Final Estimates Engineer and~~
29 ~~the State Final Estimates Engineer. DCE, DFEE, and the~~
30 ~~SFEE.~~
- 31 (c) Errors found that have an absolute value of \$5,000.00 or
32 greater, will be reviewed with the CCEI to resolve issues of
33 dispute. The CCEI is required to make corrections to all pay
34 items in the Final Estimate Package.
- 35 (d) After all corrections have been made, the DFEE will
36 determine if the Contractor has been overpaid.

- 1 (1) If the Contractor has not been overpaid, the DFEE will
2 resubmit a Final Estimate to the contractor.
- 3 (2) If the Contractor has been overpaid and the contract
4 hasn't been closed out, the DFEE will resubmit a Final
5 Estimate to the Contractor requesting a refund.
- 6 (3) If the Contractor has been overpaid and the contract is
7 closed out, then the CCEI shall submit a check to the
8 Department, totaling the amount of overpayment; or the
9 department will pursue recovery of the overpayment
10 through additional methods contained in the
11 Consultant's Scope of Services.
12 ([See Figure 4-1](#)).

13 4.2.3 Contract Assignment And Priority Selection Criteria

14 The individual job reviewing assignments and the decision as to the particular type
15 of review to be accomplished shall be made by the DFEE based on judgement and
16 established priorities. The DFEE has the task to see that follow-up action is taken
17 and/or new information is obtained for the timely completion of assignments. The
18 DFEE accomplishes this task by taking the following steps:

- 19 (A) WEEKLY REVIEW OF STAFF PRIORITIES: At least once a week the
20 DFEE or a designee shall make a complete review of all the contracts
21 assigned to the staff. Updates and/or actions should be taken in
22 consideration of the following:
- 23 (1) Consider offering a final or semifinal estimate to the Contractor based
24 on the impact the pending documents might have on the seventy-five
25 (75) day payoff requirement. The processing of a semifinal estimate
26 is dependent upon but not limited by:
- 27 (a) The completeness of other documents.
- 28 (b) Reviewing time required may exceed ten (10) days.
- 29 (c) Unresolved quantity questions for pay items.
- 30 (d) The amount of retainage withheld or securities on deposit.
31 Where the Contractor substitutes securities as collateral for
32 retainage, the Office of Comptroller (OOC) will, upon
33 notification, deduct any previously released retainage from a
34 semifinal estimate. Note that the retainage will still be shown
35 on the computer-generated semifinal estimate sheets. A

1 statement such as, "The amount payable may be affected by
 2 previous payments of retainage against security deposits.
 3 These estimates may entail securities releases only" shall be
 4 included in the transmittal letter sent to the Contractor with any
 5 semifinal estimate ([See Figures 4-2 and 4-3](#)).

6 (B) PRODUCTION: The DFEE directs the Initial Reviewing, Overviewing and
 7 ~~trains provides training for~~ new Initial Reviewers, answering questions that
 8 may arise at the staff level. Major decisions will be coordinated with the
 9 ~~District Construction Engineer (DCE), DCE~~ the District Secretary (DS), the
 10 ~~State Construction Engineer (SCE), SCE~~, and the ~~State Final Estimates~~
 11 ~~Engineer (SFEE). SFEE.~~

12 4.2.4 Review Marking Conventions

13 (A) In the event of litigation by the Contractor, a review by the FDOT Inspector
 14 General's Office or an FHWA review, it will be necessary to know who has
 15 worked on a particular final estimate. In order to readily identify the
 16 DFEO's personnel who have worked on a Final Estimate, they shall sign
 17 the last page of the **Computation Book Pay Item Summary and**
 18 **Certification Sheet (Form No. 700-050-11 10)** included in the
 19 computation book. This shall be done in a fashion similar to the signature
 20 blocks for the Project Engineer (PE) and the Resident Engineer (RE).

21 The Initial Reviewer and Overviewer (if any) shall print their names followed
 22 by the words Initial Reviewer or Overviewer depending on which function
 23 they performed and the date on which their review was completed. They
 24 shall place their signature just above their printed name and initial beside
 25 that in the same manner as the initials placed everywhere else in the final
 26 estimates documents. In order to identify each individual's work at all other
 27 locations within the final estimates documents the following ink or pencil
 28 color and initialing conventions shall be observed by the DFEO/Consultant
 29 personnel when working in the plans, in the computation book, in field books,
 30 in separate bound computation volumes and on any forms such as the
 31 Engineer's Work Sheet.

32 (1) Ink or pencil Color Conventions:

- 33 (a) The PE and staff shall work in Black ink or Black pencil.
- 34 (b) The Initial Reviewer shall work in Red ink or Red pencil.
- 35 (c) The Overviewer shall work in Blue ink or Blue pencil.

- 1 (d) The DFEE shall work in Green ink or Green pencil.
- 2 (2) Initialing Conventions:
- 3 (a) For these initialing conventions the word reviewed shall
4 indicate that the Reviewer has reviewed the material and
5 agreed with or corrected it. All Reviewers shall initial or place a
6 check mark beside all work they have personally reviewed.
- 7 (b) No Reviewers shall place their initials or check mark beside
8 any material they have not personally reviewed.
- 9 (c) All Reviewers will initial beside each area of work they have
10 reviewed, with the following exception: Where there is a
11 sequential series of reviewed areas on the same page, which
12 have all been reviewed by the Reviewer, and there is no
13 material which the Reviewer has not reviewed between these
14 sequential areas;-, then, the Reviewer shall initial the first and
15 last of the sequential reviewed areas on that page and may
16 place a check mark beside all other reviewed areas between
17 the first and the last of the sequential reviewed areas on that
18 page.
- 19 Initial Reviewers shall place their initials on the Computation
20 Book Pay Item Summary Sheets included in the front of the
21 computation book. They shall place their initials or a check
22 mark on the line, in the Computation Book Pay Item Summary
23 Sheets beside each pay item they have reviewed.

24 4.3 QC PLAN

25 4.3.1 Purpose and Scope

26 This document describes District QC procedures used in a ~~District Final~~
27 ~~Estimates Office (DFEO)~~ review of a final estimates package, final payment and
28 contract closure. The ~~District Final Estimates Engineer (DFEE)~~/Consultant or
29 designee is responsible to ensure that the final estimates package is complete,
30 accurate, clearly observes contract documents and plans, is responsibly
31 supported and timely submitted to the Contractor for offer of final payment. The
32 goal of this approach is to expedite the review process and attain a quality final
33 estimates package that is compiled throughout the life of the contract. These
34 procedures apply to both Class 1 and District Contracts.

1 4.3.2 Reference Documents and Manuals

2 (A) Job Contract Documents: The following documents are referenced within
3 this document and are implicitly included in the term Job Contract:

- 4 (1) Special Provisions
- 5 (2) Technical Special Provisions
- 6 (3) Plans
- 7 (4) ~~Read~~ **Roadway** Design, Structures and Traffic Operations
- 8 Standards
- 9 (5) Developmental Specifications
- 10 (6) Supplemental Specifications
- 11 (7) Standard Specifications
- 12 (8) Bid Blank

13 (B) Department of Transportation Documents: The following procedures and
14 guidelines are referenced in preparation for a review of the final estimates
15 package.

- 16 (1) Basis of Estimates Handbook
- 17 (2) [Final Estimates](#) Preparation and Documentation Manual
- 18 (3) Computation Methods for Design, Construction and Final Estimate
- 19 Handbook
- 20 (4) ~~Final Estimates Review and Administration Manual (R&AM)~~
- 21 (5) [Final Estimates Guide List](#)
- 22 (6) ~~(CPAM)~~

22 4.3.3 Definitions

23 The following definitions are explained for use with this document:

24 Acceptable: An area where critical requirements indicate a process is in
25 compliance with predetermined criteria.

26 Adequacy: Sufficient coverage to support all tasks and functions at the
27 prescribed level of competency as described in the reference manuals.

28 Critical Requirement: An essential and measurable activity in a Department
29 process without which the process cannot be carried out.

30 DFEO Overview: Uses judgement in reviewing changes made by the Initial
31 Reviewer, as well as reviewing in-depth any other area deemed appropriate as
32 outlined in **4.3.5**.

1 DFEE Review (DFEER): Technical review of selected pay items equaling 80% of
2 the original contract amount as directed by the DFEE.

3 Final Estimates Package: All documents necessary to provide a historical and
4 legal record of the work performed on the project in accordance with the job
5 contract for final payment to the Contractor. Contents are referenced in ~~the~~
6 ~~R&AM Final Estimates Review and Administration Manual, Chapter 3,~~
7 ~~section (2) (b).~~

8 Initial Reviewer ~~RFEO /DFEO Staff~~: performs a thorough check of the final
9 estimates package (preferably done during the life of the project rather than after
10 the fact). The Initial Review must be accomplished by a representative of the
11 ~~RFEO / DFEO Staff~~DFEO. The Initial Reviewer ~~will be Independent of the~~
12 ~~Contract reviewed. cannot author the work being reviewed.~~

13 Significant Finding: Consistent, continual neglect to produce and maintain the
14 final estimates package and documentation.

15 Unacceptable: An area where the critical requirements indicate a process is not
16 in compliance with predetermined criteria.

17 **4.3.4 Responsibility**

18 The DFEE has the responsibility and the authority to exercise judgement in
19 deciding which pay items are to be reviewed for a specific contract. The DFEE
20 will work with the Reviewer for each contract to ensure compliance with
21 established procedures.

22 **4.3.5 Level of Assessment**

23 (A) DFEO Level

24 (1) Pre-Review Meeting - The DFEE may arrange a pre-review
25 meeting with the assigned CEI staff on how to manage the final
26 estimates package development of all newly awarded contracts.
27 The determination to conduct the meeting will be based on the
28 complexity of the contract and the level of experience of the project
29 staff. An appropriate checklist and/or other material for estimates
30 package development will be provided to the CEI staff at this
31 meeting.
32

- 1 (2) Pay Item Review - The DFEE will determine the pay items to be
2 reviewed on each contract. The analysis is done before the first
3 review begins on that specific contract. This determination will be
4 based on the following criteria:
- 5 (a) Size and complexity of project
6
7 (b) Pay item problem areas
8
9 (c) Statewide required pay items where these pay items are a
10 major item of work as defined in **Article 1-3 of the Standard
11 Specifications:**
- 11 (1) Earthwork
12 (2) Asphalt
13 (3) Concrete
14 (d) All material penalties and failures.
- 15 (3) Frequency of Review – (30, 60, 90) These field reviews will be
16 performed by an independent Quality Assurance Review
17 Member(s). The following intervals are minimums.
- 18 (a) The review interval for construction contracts with an original
19 contract amount of less than one million dollars will be one.
- 20 (b) The review interval for construction contracts with an original
21 contract amount of one million dollars to five million dollars is
22 two.
- 23 (c) For construction contracts with an original contract amount
24 of more than five million dollars, the review interval is three.
- 25 (d) The DFEE will determine the review interval for Lump Sum
26 and Design Build Contracts and notify the CEI staff of the
27 interval (**NOT FOR CEI CERTIFIED JOBS**).
- 28 (4) DFEO Overview - Consists of:
- 29 (a) Reviewing and updating the overrun and underrun
30 explanations.

- 1 (b) Reviewing the final contract time file, test reports and
2 failures as well as the Initial Reviewer's changes, field review
3 reports and checklists.
- 4 (c) Reviewing adjustments, work orders and Supplemental
5 Agreements to ensure they are included in the final
6 estimate.
- 7 (d) Reviewing calculations for Fuel and Bituminous Adjustments
- 8 (e) Preparing the final estimate for submittal to the Contractor
9 and the complimentary paperwork for support of the
10 submittal as described in **Chapter 14, Sections 1 and 2 of**
11 **~~the R&AM Final Estimates Review and Administration~~**
12 **~~Manual.~~** (DFEO ONLY)
- 13 (f) Resubmitting ~~the final estimate~~ Final Estimate as required.
14 (DFEO ONLY)
15
- 16 ~~(5)~~ Administrative Close out (DFEO ONLY) - Consists of: ~~(Pending~~
17 ~~Update)~~
- 18 ~~(a)~~ Tracking, Receiving and Reviewing Contract Documents
19 **Chapter 14, Sections 3, 4, 7 and 9 of the R&AM Final**
20 **~~Estimates Review and Administration Manual.~~**
- 21 ~~(b)~~ Pursuit of Overpayments - **Chapter 14, Section 6 of the**
22 **~~R&AM Final Estimates Review and Administration~~**
23 **~~Manual.~~**
- 24 ~~(c)~~ Contractor's Acceptance - **Chapter 14, Section 8 of the**
25 **~~R&AM Final Estimates Review and Administration~~**
26 **~~Manual.~~**
- 27 (d) Pass Process - **Chapter 14, Section 10 of the R&AM Final**
28 **~~Estimates Review and Administration Manual.~~**
- 29 (e) Contract Closure - **Chapter 14, Section 11 of the R&AM**
30 **~~Final Estimates Review and Administration Manual.~~**

31 4.3.6 Method of Documentation / DFEE Level / Consultant Level

1 Note: The DFEO will no longer perform these functions on a Certified Final
 2 Estimate Package submitted by Consultants. It is the responsibility of the
 3 Consulting firm to perform these functions.

4 After each field review, a written report of discrepancies and observations will be
 5 prepared using the **Final Estimates Review Form (Form No 700-050-36)**.
 6 Consultants shall maintain a separate file folder labeled Final Estimates Reviews
 7 and Responses. A report will be prepared and distributed to the Project
 8 Engineer (PE), Resident Engineer (RE) and DFEE if there are monetary or
 9 procedural findings. The DFEE/Consultant will distribute a copy of the field
 10 review to the DCE at their discretion. The PE will correct discrepancies and
 11 notify the DFEO representative of the corrective action within the time frame
 12 specified in the field review report. A copy of the report and the PE's response
 13 will be placed in the DFEO office file/Consultants Final Estimate Review file. If
 14 the PE does not correct major discrepancies within the time frame specified, the
 15 DFEE/Consultant will notify the PE, the RE and the DFEO representative to
 16 eliminate the reoccurrence and resolve the issue. The DFEE/Consultant will
 17 notify the DCE of problems with corrective actions at the DFEE's/Consultant's
 18 discretion.

19 **4.3.7 Forms**

20 Refer to **Chapter 2, Figure 2-1** for Final Estimates Review Form **No 700-050-36**.

LIST OF FIGURES FOLLOWING THIS CHAPTER

| | | |
|----|----------------------|----------------------|
| 21 | Figure No. 4-1 | Scope of Services |
| 22 | Figure No. 4-2 | Certification Letter |
| 23 | Figure No. 4-3 | Flow Chart |

- 1 b) The Final Estimate is true and correct as determined by the
2 Consultant's review; and
- 3 c) That the Consultant hereby submits the Final Estimate(s) for
4 reliance upon by the Department and other funding agencies and
5 recommends that the Department make payment based on the
6 submitted final estimate(s); and
- 7 d) That for separate, ~~and~~ good, and valuable consideration, the
8 payment and receipt of which is acknowledged, the Consultant
9 hereby agrees to indemnify and hold the Florida Department of
10 Transportation, officers and employees harmless from all liabilities,
11 damages, costs, ~~its~~ and Attorney fees incurred and paid as a result
12 of the negligence, recklessness, or intentional wrongful misconduct
13 of the Consultant and persons employed or utilized by the
14 Consultant in the preparation and audit of the Final Estimate(s).
- 15 4) Errors and/or omissions (greater than the absolute value of \$5,000.00):
- 16 a) Where Consultant CEI errors and/or omissions due to the
17 negligence, recklessness, or intentional wrongful misconduct of the
18 Consultant and persons employed or utilized by the Consultant
19 caused increases in cost, delays or other damages to the
20 Department which are found during the DFEO's review, the District
21 Final Estimate Engineer (DFEE) shall prepare a written evaluation
22 for the District Construction Engineer (DCE) and present it to the
23 consultant for review. In some cases, the written evaluation
24 document may require the District General Counsel's review for
25 any legal inconsistencies or problems of content before presenting
26 to the consultant for review. Should the Consultant disagree with
27 any of the issues or amounts, then the Department within thirty (30)
28 calendar days from the date of the evaluation, must receive a
29 notice of disagreement and supporting documentation. In the
30 event the Department does not receive written notice of
31 disagreement and supporting documentation within thirty (30)
32 calendar days, the Department will consider "no response" as
33 agreement with all issues.
- 34 b) When the total amount of errors are found to exceed the absolute
35 value of \$5,000.00 the Consultant will reimburse the Department
36 for all increased costs, delays, or other damages caused by errors
37 and/or omissions due to the negligence, recklessness, or
38 intentional wrongful misconduct of the Consultant and persons
39 employed or utilized by the Consultant.
- 40 c) The cost shall be recovered as follows:

- 1 1. The amount due will be deducted from the Consultant's
- 2 monthly payment estimate; or
- 3 2. The Consultant will be invoiced (via a negative estimate) for
- 4 the amount due; or
- 5 3. A Consultant company check made out to the Florida
- 6 Department of Transportation.

Figure 4-2

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CERTIFICATION AS TO ACCURACY OF FINAL ESTIMATE

700-050-38
OGC - CONSTRUCTION
06/01

The undersigned _____, on behalf of and as a duly authorized representative of _____, (hereinafter referred to as the "Consultant") hereby certifies, represents and warrants to the Florida Department of Transportation (hereinafter referred to as the "Department") as follows:

1. That the Final Estimate package for Contract Number _____, Financial Project Number(s) _____, (hereinafter referred to as the "Final Estimate") was prepared by the Consultant in compliance with the Contract Documents, Statewide Quality Control Plan or other acceptable plan as developed by the firm and the Department's procedures; and
2. That the Final Estimate is true and correct as determined by the Consultant's independent investigation and measurements; and
3. That the Consultant hereby submits the Final Estimate for reliance upon by the Department and other funding agencies and recommends that the Department make payment based on the attached Final Estimate; and
4. That for separate and good and valuable consideration, the payment and receipt of which is acknowledged, the Consultant hereby agrees to indemnify and hold the Florida Department of Transportation, its officers and employees harmless from all liabilities, damages, costs, and attorney fees incurred and paid as a result of the negligence, recklessness, or intentional wrongful misconduct of the Consultant and persons employed or utilized by the Consultant in the preparation and audit of the Final Estimate. The Department also reserves the right to recover from the Consultant any increased costs, delays or other damages to the Department due to errors and/or omissions under applicable Florida Statutes (334.044(2); 334.048.20.23(3)(a) and 337.015).

(NAME OF CONSULTANT)

By: _____
Title: _____
(President/Authorized Officer)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 200___, by _____, who is personally known to me or who produced _____ as identification, and who did (did not) take an oath, and deposes and says that the foregoing is true and correct to the best of his/her knowledge and/or belief.

NOTARY PUBLIC, State of Florida

(Printed Name of Notary)

My Commission Expires: _____

Distribution:
Original - District Final Estimates Engineer
Copy - State Final Estimates Engineer
Copy - Attached to front of Computation Book

