

Chapter 4

REVIEW FUNCTIONS ~~AND TYPES~~, TYPES AND CERTIFICATION OF THE FINAL ESTIMATE PACKAGE

4.1 PURPOSE

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

4.1.1 ~~DFEO~~ Resident Office/Consultants Quality Control (QC) Plan

~~The~~ A Sample ~~Statewide District~~ QC Plan ~~procedures detailing minimum requirements are~~ is shown in ~~Section Attachment 4.3~~ of this Chapter. The Resident Office (RO)/Consultant may elect to use this QC plan, but shall do so by submitting a letter to the District Final Estimates Manager (DFEM) requesting authorization and attach this QC plan with the name of the Firm or RO and the person(s) responsible for the Certified Final Estimate. Should the Resident Office (RO)/Consultant ~~elect to~~ elect to develop their Q.C. Plan, it shall detail the process of submitting a Certified Final Estimate package to the District Final Estimate's Office (DFEO) ~~meet the criteria specified in Section 4.3~~ and a copy shall be submitted to the ~~DFEE~~ (DFEM). The letter and/or Q.C. plan shall be submitted to the DFEM prior to the beginning of construction.

4.1.2 Certification of the Final Estimates Package

Qualified Personnel responsible for the Final Estimate Package shall submit a certification stating that all quantities submitted are true and correct *Computation Book Pay Item Summary Sheet, (Form No. 700-050-10)*. After the review at the DFEO has been accomplished and errors are found (monetary or procedural), the responsible person shall be contacted and given the chance to answer to the findings. Should the errors be substantiated, the person responsible shall be given a strike as defined in *Chapter 15 of the Review and Administration Manual*.

Note: Certification of Quantities by Others; Items requiring a Certification of Quantities will be provided by the Contractor. The Consultant/RO shall review these Certifications and use reasonable investigation during the invoice period, to insure to the best of their knowledge, these quantities are correct. If an error or omission is a result of erroneous information provided on these Certifications, the Consultant/RO will not be held responsible for these quantities on the Certified Final Estimate package.

4.1.23 Consultant Construction Engineering Inspection (CCEI) Scope of Services

The CCEI Scope of Services shall be utilized to develop the Scope of Service for contracts that are to have a certified final estimate prepared by a Consultant.

(See Figure No. 4-1)

(A) Submittal to District Final Estimates Office (DFEO)

1. Documentation and Records in compliance with the Contract Documents, Statewide QC Plan or Consultants approved Q.C. Plan and the Department's Procedures; and
2. One set of final as - built plans and
3. The Final Estimate(s) is to be submitted as follows:
 - a) Within twenty (20) calendar days of final acceptance; or
 - b) Where all items of work are complete and conditional/partial acceptance is utilized (Lighting, Plant establishment, etc.) for a period exceeding twenty (20) calendar days, the final estimate(s) will be due on the twentieth (20th) day after conditional/partial acceptance. A memorandum will be transmitted to the DFEO at final acceptance, detailing with documentation any necessary revisions to the pay items covered under the conditional/partial acceptance. The Consultant shall be responsible for making any revisions to the Certified Final Estimate.

(B) Preparation of Final Estimates Qualification (Level II)-

1. Consultant personnel preparing the Certified Final Estimate Package shall be Level II Qualified for the Preparation of Final Estimates. See section 4.1.4 for FE Certification/Qualification under the CTQP.

(C) Certification by Consultants (see attached letter)

Duly authorized Officer of the Consultant firm will provide a notarized certification that:

1. The Final Estimate was prepared in full compliance with the Contract Documents, QC Plan, and the Department's procedures; and
2. The Final Estimate is true and correct as determined by the Consultant's review; and
3. That the Consultant hereby submits the Final Estimate(s) for reliance upon by the Department and other funding agencies and recommends that the Department make payment based on the submitted final estimate(s); and
4. That for separate, 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, 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(s).

(D) Errors and/or omissions (greater than the absolute value of \$5,000.00):

1. Where Consultant CEI errors and/or omissions due to the negligence, recklessness, or intentional wrongful misconduct of the Consultant and persons employed or utilized by the Consultant caused increases in cost, delays or other damages to the Department which are found during the DFEO's review, the District Final Estimate Manager (DFEM) shall prepare a written evaluation for the District Construction Engineer (DCE) and present it to the consultant for review. In some cases, the written evaluation document may require the District General Counsel's review for any legal inconsistencies or problems of content before presenting to the consultant for review. Should the Consultant disagree with any of the issues or amounts, then the Department within thirty (30) calendar days from the date of the evaluation, must receive a notice of disagreement and supporting documentation. In the event the Department does not receive written notice of disagreement and supporting documentation within thirty (30) calendar days, the Department will consider "no response" as agreement with all issues.
2. When the total amount of errors are found to exceed the absolute value of \$5,000.00 the Consultant will reimburse the Department for all increased

costs, delays, or other damages caused by errors and/or omissions due to the negligence, recklessness, or intentional wrongful misconduct of the Consultant and persons employed or utilized by the Consultant.

3. The cost shall be recovered as follows:
 - a. The amount due will be deducted from the Consultant's monthly payment estimate; or
 - b. The Consultant will be invoiced (via a negative invoice) for the amount due; or
 - c. A Consultant company check made out to the Florida Department of Transportation.

~~4.1.34 Certification of Completion for the Preparation of Final Estimates (Consultants Only) Qualification (Level II)~~

~~Consultant p~~Personnel preparing the Certified Final Estimate Package shall ~~keep their Certificate of Completion~~ be Level II Qualified for the Preparation of Final Estimates. **See Chapter 9 of the Construction Training Qualification Manual.**
~~current. The State Construction Office at different locations around the state offers a training course in the preparation of a final estimate 3 times per year. This training is provided periodically by the State Construction Office (SCO), and future t~~Training classes will be offered through the University of Florida under the Construction Training Qualification Program (CTQP). For information on current training classes, please refer to the SCO's web site.

4.2 PROCEDURES

4.2.1 Review Functions

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

- (A) The Initial Reviewer, ~~a Resident Final Estimates Office (RFEO) /DFEO Staff member~~ and a ~~DFEO~~ Overviewer's functions differ principally in the degree of judgement required and the focus width and degree of attention given to the pay items reviewed.
 1. Initial Reviewers perform a thorough check of any pay item reviewed. They shall be familiar with the overall character, scope, and type of work required

by the contract before beginning any reviewing. ~~The Initial Reviewer shall have their final estimate duties written in their review & performance plan.~~ For Certified Final Estimates submitted by a Consultant, final estimates duties must be included in the Scope of Services. ~~(See Figure 4-1).~~

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

~~3.2. An Initial Reviewer shall not be allowed to perform Overviews until they are designated as an Overviewer by the DFEE. When the DFEE has sufficient confidence in a particular Initial Reviewer's experience, the DFEE shall designate this individual to be an Overviewer.~~

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

4.2.2 Review Types

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

The basic review types are: shown in **Attachment 4-4** of this chapter:

- ~~(A) In-depth review with Initial and Overview phases: In this review all pay items, adjustments, contract time, penalties, incentives and liquidated damages and material test failure resolutions are checked by the Initial Reviewer. The Overviewer will confirm all changes, investigate any issues overlooked by the Initial Reviewer and produce a final estimate to be used in making an offer of final payment to the Contractor. The Overviewer should review the final results with the Initial Reviewer.~~
- ~~(B) DFEE/Resident Final Estimates Engineer (RFEE) Review: An initial review of selected pay items equaling 80% of the original contract amount as directed by the DFEE/RFEE. The pay item review will also include any problem areas. Earthwork, Asphalt and Concrete pay items will also be included when these are major items of work as defined in **Article 1-3 of the Standard Specifications**. The initial review can be accomplished in the field or at the DFEO. In this type of review, the overview phase can also be accomplished in the field or the DFEO. An Overviewer will confirm all changes, investigate any issues not checked by the Initial Reviewer and produce a final estimate to be used in making an offer of final payment to the Contractor. The Overviewer should review the final results with the Initial Reviewer.~~
- ~~(C) Flow Chart Review Process of a Certified Final Estimate Package Received from Consultants (See Figure No. 4-3) (DFEO ONLY): The implementation of this new process will require the Districts to review each estimate package submitted by a consultant. The DFEE will compile a semi-annual report of the quality of each Certified Final Estimate Package reviewed and submit to the SFEO. Once enough data is received and analyzed on this process, the SCO will determine the frequency of reviews for future projects.~~
- ~~(1) Certified Final Estimates Package Received~~
- ~~(a) After the CCEI delivers the Estimates Package to the DFEO, the DFEE shall ensure that the Certification letter (See Figure 4-2) is properly completed and contains all signatures, dates and has been notarized. If the Certification letter is not properly completed, then the DFEE shall return the Certification Letter to the CCEI firm for corrections. Once the Certification Letter is found acceptable, the original shall be placed in the DFEE office files and a copy attached over the original submitted copy inside the cover of the Computation Book. The DFEO may submit Offer of Final Payment at this time.~~
- ~~(2) DFEO Review~~
- ~~(a) The DFEE review will follow the District's QC Plan and the Department's procedures and guidelines. The Certified Estimate~~

~~package may be reviewed before or after Offer of Final Payment to the Contractor. The decision is made by the DFEE.~~

~~(3) — Review Before Offer of Final Payment~~

- ~~(a) — When errors are found during the DFEO review, the DFEO shall contact the CCEI to verify their findings and address the issues. DFEE and CCEI will review findings and resolve all issues at that time. The Consultant will make a formal report as to what steps will be taken to eliminate these type issues in the future. This report will be sent to the District Construction Engineer (DCE), DFEE and the SFEE. After the DFEE and CCEI both have agreed on errors and/or omissions, the CCEI must make corrections to the Final Estimates Package, and the DFEE will make an Offer of Final Payment.~~
- ~~(b) — After the Offer of Final Payment has been made to the Contractor and Regular Acceptance has been received, the review is complete.~~
- ~~(c) — If the Department receives a Qualified Acceptance from the Contractor, the CCEI will be responsible for resolution of the items in disagreement. Once the resolution is reached the DFEO will resubmit the Offer of Final Payment if warranted.~~

~~(4) — Review After Offer of Final Payment~~

- ~~(a) — When the review shows no errors in the estimate, then the review is complete.~~
- ~~(b) — Errors found that total less than an absolute value of \$5,000.00 will be discussed with the CCEI. The Consultant will make a formal report as to what steps will be taken to eliminate these type issues in the future. This report will be sent to the DCE, DFEE, and the SFEE.~~
- ~~(c) — Errors found that have an absolute value of \$5,000.00 or greater, will be reviewed with the CCEI to resolve issues of dispute. The CCEI is required to make corrections to all pay items in the Final Estimate Package.~~
- ~~(d) — After all corrections have been made, the DFEE will determine if the Contractor has been overpaid.~~
 - ~~(1) — If the Contractor has not been overpaid, the DFEE will resubmit a Final Estimate to the contractor.~~

- ~~(2) — If the Contractor has been overpaid and the contract hasn't been closed out, the DFEE will resubmit a Final Estimate to the Contractor requesting a refund.~~
- ~~(3) — If the Contractor has been overpaid and the contract is closed out, then the CGEI shall submit a check to the Department, totaling the amount of overpayment; or the department will pursue recovery of the overpayment through additional methods contained in the Consultant's Scope of Services. (See Figure 4-1).~~

4.2.3 Contract Assignment And Priority Selection Criteria

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

- (A) WEEKLY REVIEW OF STAFF PRIORITIES: At least once a week the ~~DFEEDFEM~~ or a designee shall make a complete review of all the contracts assigned to the staff. Updates and/or actions should be taken in consideration of the following:
 - (1) Consider offering a final or semifinal estimate to the Contractor based on the impact the pending documents might have on the seventy-five (75) day payoff requirement. The processing of a semifinal estimate is dependent upon but not limited by:
 - (a) The completeness of other documents.
 - (b) Reviewing time required may exceed ten (10) days.
 - (c) Unresolved quantity questions for pay items.
 - (d) The amount of retainage withheld. ~~or securities on deposit. Where the Contractor substitutes securities as collateral for retainage, the Office of Comptroller (OOC) will, upon notification, deduct any previously released retainage from a semifinal estimate. Note that the retainage will still be shown on the computer generated semifinal estimate sheets. A statement such as, "The amount payable may be affected by previous payments of retainage against security deposits. These estimates may entail securities releases only" shall be included in the transmittal letter sent to the Contractor with any semifinal estimate~~

~~(See Figures 4-2 and 4-3).~~

- (B) PRODUCTION: The ~~DFEEDFEM~~ or designee directs the Initial Reviewing, Overseeing and ~~provides training for new Initial Reviewers,~~ answering questions that may arise at the staff level. Major decisions will be coordinated with the DCE the District Secretary (DS), the SCE, and the SFEEM.

4.2.4 Review Marking Conventions

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

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

- (1) Ink or pencil Color Conventions:
- (a) The PE and staff shall work in Black ink or Black pencil.
 - (b) The Initial Reviewer shall work in Red ink or Red pencil.
 - (c) The Overviewer shall work in Blue ink or Blue pencil.
 - (d) The DFEEM shall work in Green ink or Green pencil.
- (2) Initialing Conventions:
- (a) For these initialing conventions the word reviewed shall indicate that the Reviewer has reviewed the material and agreed with or corrected

- it. All Reviewers shall initial or place a check mark beside all work they have personally reviewed.
- (b) No Reviewers shall place their initials or check mark beside any material they have not personally reviewed.
 - (c) All Reviewers will initial beside each area of work they have reviewed, with the following exception: Where there is a sequential series of reviewed areas on the same page, which have all been reviewed by the Reviewer, and there is no material which the Reviewer has not reviewed between these sequential areas then, the Reviewer shall initial the first and last of the sequential reviewed areas on that page and may place a check mark beside all other reviewed areas between the first and the last of the sequential reviewed areas on that page.

Initial Reviewers shall place their initials on the Computation Book Pay Item Summary Sheets included in the front of the computation book. They shall place their initials or a check mark on the line, in the Computation Book Pay Item Summary Sheets beside each pay item they have reviewed.

~~4.3 QC PLAN~~

~~4.3.1 Purpose and Scope~~

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

~~4.3.2 Reference Documents and Manuals~~

- (A) ~~Job Contract Documents: The following documents are referenced within this document and are implicitly included in the term Job Contract:~~
- ~~(1) Special Provisions~~
 - ~~(2) Technical Special Provisions~~
 - ~~(3) Plans~~
 - ~~(4) Roadway Design, Structures and Traffic Operations Standards~~

- ~~(5) — Developmental Specifications~~
- ~~(6) Supplemental Specifications~~
- ~~(7) Standard Specifications~~
- ~~(8) — Bid Blank~~

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

- ~~(1) — Basis of Estimates Handbook~~
- ~~(2) — Preparation and Documentation Manual~~
- ~~(3) Computation Methods for Design, Construction and Final Estimate Handbook~~
- ~~(4) (R&AM)~~
- ~~(5) Final Estimates Guide List~~
- ~~(6) — (CPAM)~~

4.3.3 Definitions

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

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

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

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

~~DFEO Overviewer: Uses judgement in reviewing changes made by the Initial Reviewer, as well as reviewing in-depth any other area deemed appropriate as outlined in 4.3.5.~~

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

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

~~Initial Reviewer RFEO /DFEO Staff: performs a thorough check of the final estimates package (preferably done during the life of the project rather than after the fact). The Initial Review must be accomplished by a representative of the RFEO / DFEO Staff. The Initial Reviewer will be Independent of the Contract reviewed.~~

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

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

~~4.3.4 Responsibility~~

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

~~4.3.5 Level of Assessment~~

~~(A) DFEO Level~~

- ~~(1) Pre-Review Meeting—The DFEE may arrange a pre-review meeting with the assigned CEI staff on how to manage the final estimates package development of all newly awarded contracts. The determination to conduct the meeting will be based on the complexity of the contract and the level of experience of the project staff. An appropriate checklist and/or other material for estimates package development will be provided to the CEI staff at this meeting.~~
- ~~(2) Pay Item Review—The DFEE will determine the pay items to be reviewed on each contract. The analysis is done before the first review begins on that specific contract. This determination will be based on the following criteria:~~
 - ~~(a) Size and complexity of project~~
 - ~~(b) Pay item problem areas~~
 - ~~(c) Statewide required pay items where these pay items are a major item of work as defined in Article 1-3 of the Standard Specifications:~~
 - ~~(1) Earthwork~~
 - ~~(2) Asphalt~~
 - ~~(3) Concrete~~
 - ~~(d) All material penalties and failures.~~

- ~~(5) Frequency of Review — (30, 60, 90) These field reviews will be performed by an independent Quality Assurance Review Member(s). The following intervals are minimums.~~
- ~~(a) — The review interval for construction contracts with an original contract amount of less than one million dollars will be one.~~
 - ~~(b) — The review interval for construction contracts with an original contract amount of one million dollars to five million dollars is two.~~
 - ~~(c) — For construction contracts with an original contract amount of more than five million dollars, the review interval is three.~~
 - ~~(d) — The DFEE will determine the review interval for Lump Sum and Design Build Contracts and notify the CEI staff of the interval (NOT FOR CEI CERTIFIED JOBS).~~
- ~~(4) — DFEO Overview — Consists of:~~
- ~~(a) — Reviewing and updating the overrun and underrun explanations.~~
 - ~~(b) — Reviewing the final contract time file, test reports and failures as well as the Initial Reviewer's changes, field review reports and checklists.~~
 - ~~(c) — Reviewing adjustments, work orders and Supplemental Agreements to ensure they are included in the final estimate.~~
 - ~~(d) — Reviewing calculations for Fuel and Bituminous Adjustments~~
 - ~~(e) Preparing the final estimate for submittal to the Contractor and the complimentary paperwork for support of the submittal as described in Chapter 14, Sections 1 and 2 of the R&AM. (DFEO ONLY)~~
 - ~~(f) — Resubmitting the Final Estimate as required. (DFEO ONLY)~~
- ~~(5) — Administrative Close out (DFEO ONLY) — Consists of:~~
- ~~(a) — Tracking, Receiving and Reviewing Contract Documents Chapter 14, Sections 3, 4, 7 and 9 of the R&AM~~
 - ~~(b) — Pursuit of Overpayments — Chapter 14, Section 6 of the R&AM~~

~~(c) Contractor's Acceptance Chapter 14, Section 8 of the R&AM~~

~~(d) Pass Process Chapter 14, Section 10 of the R&AM~~

~~(e) Contract Closure Chapter 14, Section 11 of the R&AM~~

~~4.3.6 Method of Documentation / DFEE Level / Consultant Level~~

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

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

~~4.3.7 Forms~~

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

~~LIST OF FIGURES FOLLOWING THIS CHAPTER~~

~~Figure No. 4-1 Scope of Services
Figure No. 4-2 Certification Letter
Figure No. 4-3 Flow Chart~~

4.2.5 Forms

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

4.4 REVIEW DOCUMENTATION OF A CERTIFIED FINAL ESTIMATE

The DFEO shall prepare a written report (See *Example Attachment 4-5*) for every Certified Final Estimate reviewed and submit this report to the SFEM. Once enough data is received and analyzed on this process, the SCO will determine the frequency of reviews for future projects.

LIST OF ATTACHMENTS FOLLOWING THIS CHAPTER

Attachment No. 4-1	Certification Letter
Attachment No. 4-2	Flow Chart
Attachment No. 4-3	Sample Quality Control Plan
Attachment No. 4-4	Review Types
Attachment No. 4-5	Sample Post Audit Review Letter
Attachment No. 4-6	Example of Formal Report

~~Figure 4-1~~

~~SCOPE OF SERVICES CERTIFICATION OF FINAL ESTIMATES BY CONSULTANTS~~

~~1) Submittal to District Final Estimates Office (DFEO)~~

- ~~a) Documentation and Records in compliance with the Contract Documents, Statewide QC Plan or Consultants approved Q.C. Plan and the Department's Procedures; and~~
- ~~b) Three sets of final as built plans (one record set with two copies); and~~
- ~~c) The Final Estimate(s) is to be submitted as follows:
 - ~~1. Within twenty (20) calendar days of final acceptance; or~~
 - ~~2. Where all items of work are complete and conditional/partial acceptance is utilized (Lighting, Plant establishment, etc.) for a period exceeding twenty (20) calendar days, the final estimate(s) will be due on the twentieth (20th) day after conditional/partial acceptance. A memorandum will be transmitted to the DFEO at final acceptance, detailing with documentation any necessary revisions to the pay items covered under the conditional/partial acceptance. The Consultant shall be responsible for making any revisions to the Certified Final Estimate.~~~~

~~2) Certification of Completion for the Preparation of Final Estimates~~

~~Consultant personnel preparing the Certified Final Estimate Package shall keep their Certificate of Completion for the Preparation of Final Estimates current. See section 4.1.3 for FE Certification/Qualification under the CTQP.~~

~~3) Certification by Consultants (see attached letter)~~

~~Duly authorized representative of the Consultant firm will provide a notarized certification that:~~

- ~~a) The Final Estimate was prepared in full compliance with the Contract Documents, Statewide QC Plan, and the Department's procedures; and~~
- ~~b) The Final Estimate is true and correct as determined by the Consultant's review; and~~
- ~~c) That the Consultant hereby submits the Final Estimate(s) for reliance upon by the Department and other funding agencies and recommends that the~~

~~Department make payment based on the submitted final estimate(s); and
d) That for separate, 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, 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(s).~~

~~4) Errors and/or omissions (greater than the absolute value of \$5,000.00):~~

~~a) Where Consultant CEI errors and/or omissions due to the negligence, recklessness, or intentional wrongful misconduct of the Consultant and persons employed or utilized by the Consultant caused increases in cost, delays or other damages to the Department which are found during the DFEO's review, the District Final Estimate Engineer (DFEE) shall prepare a written evaluation for the District Construction Engineer (DCE) and present it to the consultant for review. In some cases, the written evaluation document may require the District General Counsel's review for any legal inconsistencies or problems of content before presenting to the consultant for review. Should the Consultant disagree with any of the issues or amounts, then the Department within thirty (30) calendar days from the date of the evaluation, must receive a notice of disagreement and supporting documentation. In the event the Department does not receive written notice of disagreement and supporting documentation within thirty (30) calendar days, the Department will consider "no response" as agreement with all issues.~~

~~b) When the total amount of errors are found to exceed the absolute value of \$5,000.00 the Consultant will reimburse the Department for all increased costs, delays, or other damages caused by errors and/or omissions due to the negligence, recklessness, or intentional wrongful misconduct of the Consultant and persons employed or utilized by the Consultant.~~

~~c) The cost shall be recovered as follows:~~

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

Figure Attachment 4-21

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION	700-050-38
CERTIFICATION AS TO ACCURACY OF FINAL ESTIMATE	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

Figure Attachment 4-32

[Click here for Link to Printable Version of CCEI Final Estimates Certification Estimates Certification Flowchart](#)

Attachment 4-3

SAMPLE QC PLAN

_____ Name of Firm or Resident Office

_____ Name of Person Responsible
_____ for Certified Final Estimate

Purpose and Scope

This document describes QC procedures used in a review of a final estimates package. The RO or designee is responsible to ensure that the final estimates package is complete, accurate, clearly observes contract documents and plans, is responsibly supported and timely submitted to the DFEO for offer of final payment to the Contractor. The goal of this approach is to expedite the review process and attain a quality final estimates package that is compiled throughout the life of the contract. These procedures apply to both Class 1 and District Contracts.

Reference Documents and Manuals

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

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

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

- (1) Basis of Estimates Handbook
- (2) Preparation and Documentation Manual
- (3) Computation Methods for Design, Construction and Final Estimate Handbook

- (4) Review and Administration Manual
- (5) Final Estimates Guide List
- (6) Construction Project administration Manual

Definitions

The following definitions are explained for use with this document:

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

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

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

Overviewer: Uses judgement in reviewing changes made by the Initial Reviewer, as well as reviewing in-depth any other area deemed appropriate as outlined in 4.3.5.

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

Initial Reviewer: Performs a thorough check of the final estimates package (preferably done during the life of the project rather than after the fact).

Significant Finding: A monetary or procedural error showing neglect in producing and/or maintaining the necessary final estimates package and documentation.

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

Level of Assessment

(A) Resident Level and/or District Level

- (1) Pre-Review Meeting - The RO/DO may arrange a pre-review meeting with the assigned CEI staff on how to manage the final estimates package development of all newly awarded contracts. The determination to conduct the meeting will be based on the complexity of the contract and the level of experience of the project staff. An appropriate checklist and/or other material

for estimates package development will be provided to the CEI staff at this meeting.

- (2) Pay Item Review - This determination will be based on the following criteria:
 - (a) Size and complexity of project
 - (b) Pay item problem areas
 - (c) Statewide required pay items where these pay items are a major item of work as defined in Article 1-3 of the Standard Specifications:
 - (1) Earthwork
 - (2) Asphalt
 - (3) Concrete
 - (d) All material penalties and failures. Open samples and Material Certification issues should be resolved before submittal of the Final Estimate Package.
- (3) Frequency of Review - The following intervals are minimums.
 - (a) The review interval for construction contracts with an original contract amount of less than one million dollars will be one.
 - (b) The review interval for construction contracts with an original contract amount of one million dollars to five million dollars is two.
 - (c) For construction contracts with an original contract amount of more than five million dollars, the review interval is three.
 - (d) A minimum of one review will be performed for Lump Sum and Design Build Contracts.
- (4) The DFEM has the authority to exercise judgment in deciding which pay items are to be reviewed for a specific contract. The RO will work with the Reviewer for each contract to ensure compliance with established procedures.

(B) District Level Only

- (1) Consists of:

- (a) Reviewing and updating the overrun and underrun explanations.
 - (b) Reviewing the final contract time file, test reports and failures as well as the Initial Reviewer's changes, field review reports and checklists.
 - (c) Reviewing adjustments, work orders and Supplemental Agreements to ensure they are included in the final estimate.
 - (d) Reviewing calculations for Fuel and Bituminous Adjustments
 - (e) Preparing the final estimate for submittal to the Contractor and the complimentary paperwork for support of the submittal as described in Chapter 14, Sections 1 and 2 of the R&AM.
 - (f) Resubmitting the Final Estimate as required.
 - (g) Prepare Procedural Review Letter. **See Example, Attachment 4-4** of this Chapter.
- (2) Administrative Close out (DFEO ONLY) - Consists of:
- (a) Tracking, Receiving and Reviewing Contract Documents Chapter 14, Sections 3, 4, 7 and 9 of the R&AM
 - (b) Pursuit of Overpayments - Chapter 14, Section 6 of the R&AM
 - (c) Contractor's Acceptance - Chapter 14, Section 8 of the R&AM
 - (d) Pass Process - Chapter 14, Section 10 of the R&AM
 - (e) Contract Closure - Chapter 14, Section 11 of the R&AM

Attachment 4-4

REVIEW TYPES

- (A) In-depth review with Initial and Overview phases: In this review all pay items, adjustments, contract time, penalties, incentives and liquidated damages and material test failure resolutions are checked by the Initial Reviewer. The Overviewer will confirm all changes, investigate any issues overlooked by the Initial Reviewer and produce a final estimate to be used in making an offer of final payment to the Contractor. The Overviewer should review the final results with the Initial Reviewer.
- (B) Problem Area Review: An initial review of any problem area. Earthwork, Asphalt and Concrete pay items will also be included when these are major items of work as defined in **Article 1-3 of the Standard Specifications**. The initial review can be accomplished in the field or at the DFEO. In this type of review, the overview phase can also be accomplished in the field. An Overviewer will confirm all changes, investigate any issues not checked by the Initial Reviewer and produce a final estimate to be used in making an offer of final payment to the Contractor. The Overviewer should review the final results with the Initial Reviewer.
- (C) Flow Chart Review Process of a Certified Final Estimate Package (See Figure No. 4-2) (*DFEO ONLY*): The implementation of this new process will require the Districts to review each estimate package submitted.
 - (1) Certified Final Estimates Package Received
 - (a) After the Resident Office (RO) delivers the Estimates Package to the DFEO, the DFEM shall ensure that the Certification letter (See Figure 4-1) is complete and contains all signatures, dates and has been properly executed. If the Certification letter is not properly completed, then the DFEM shall return the Certification Letter to the RO for corrections. Once the Certification Letter is found acceptable, the original shall be placed in the DFEM office files and a copy attached over the original submitted copy inside the cover of the Computation Book. The DFEO may submit Offer of Final Payment at this time.
 - (2) DFEO Review
 - (a) The DFEM review will follow the District's QC Plan and the Department's procedures and guidelines. The Certified Estimate package may be reviewed before or after Offer of Final Payment to

the Contractor. The decision is made by the DFEM.

(3) Review Before Offer of Final Payment

- (a) When errors are found during the DFEO review, the DFEO shall contact the RO to verify their findings and address the issues. DFEM and RO will review findings and resolve all issues at that time. The RO will make a formal report within 14 calendar days as to what steps will be taken to eliminate these type issues in the future. This report will be sent to the District Construction Engineer (DCE), DFEM and the SFEM. After the DFEM and RO both have agreed on errors and /or omissions, the RO must make corrections to the Final Estimates Package, and the DFEM will make an Offer of Final Payment.
- (b) After the Offer of Final Payment has been made to the Contractor and Regular Acceptance has been received, the review is complete.
- (c) If the Department receives a Qualified Acceptance from the Contractor, the RO will be responsible for resolution of the items in disagreement. Once the resolution is reached the DFEO will resubmit the Offer of Final Payment if warranted.

(4) Review After Offer of Final Payment

- (a) When the review shows no errors in the estimate, then the review is complete.
- (b) Errors found that total less than an absolute value of \$5,000.00 will be discussed with the RO. The RO will make a formal report within 14 calendar days as to what steps will be taken to eliminate these type issues in the future. This report will be sent to the DCE, DFEM, and the SFEM.
- (c) Errors found that have an absolute value of \$5,000.00 or greater, will be reviewed with the RO to resolve issues of dispute. The RO is required to make corrections to all pay items in the Final Estimate Package.
- (d) After all corrections have been made, the DFEM will determine if the Contractor has been overpaid.

- (1) If the Contractor has not been overpaid, the DFEM will resubmit a Final Estimate to the contractor.
- (2) If the Contractor has been overpaid and the contract hasn't been closed out, the DFEM will resubmit a Final Estimate to the Contractor requesting a refund.
- (3) (Consultants Only) If the Contractor has been overpaid and the contract is closed out, then the Consultant shall submit a check to the Department, totaling the amount of overpayment; or the department will pursue recovery of the overpayment through additional methods contained in the Consultant's Scope of Services.

Attachment 4-5

SAMPLE POST AUDIT REVIEW LETTER

SUBJECT: QUALITY ASSESSMENT OF CERTIFIED FINAL ESTIMATE

FPIN Number: 12345678901
F.A. Project Number: N/A
Contract Number: 12345
Prime Contractor: Sling Blade Contracting, Inc
Description: SR 7: From SR 8 To Yessur County Line

Certified Contract

After our review of the Final Estimate package for the above mentioned project, We offer the following assessment and suggestions for improvement with reference to adhering to procedure in preparation and documentation of records. This project estimate was submitted in a timely manner.

The following **procedural error** was found by the District Final Estimates Office on the above mentioned project:

- (1) The Key Sheet of Final As Built Plans did not list all revisions (see Prep. and Doc.).

**Per the Review & Administration Manual, Topic 700-050-005, Chapter 4:
If errors or omissions are listed, the Consultant will submit a formal report within FOURTEEN (14) calendar days defining what steps will be taken to eliminate these type of issues from occurring on future projects.**

This report should be submitted by an officer of the company and sent to:

**David Chason, State Final Estimates Manager, david.chason@dot.state.fl.us
Frank O'Dea, District 5 District Construction Engineer, frank.odea@dot.state.fl.us
John Burnette, District 5 Final Estimates Manager, john.burnette@dot.state.fl.us**

Project FIN: _____ **Project Contract No.:** _____
CCEI Project Manager: _____
CCEI: _____ **CCEI Contract No.:** _____
CCEI Project Administrator: _____ **CCEI Resident Engineer:** _____
Reviewer: _____ **Review Date:** _____
PARR No: _____ **Hours in Review:** _____

ATTACHMENT 4-6 EXAMPLE OF FORMAL REPORT

SOMEWHERE ENGINEERING, INC.
CONSULTING ENGINEERS, PLANNERS, SURVEYORS
P. O. BOX 100
SOMEWHERE, FLORIDA 30000
PHONE 999-555-2003 FAX 999-555-2004

January 8, 2004

Mr. Izzy Wright, District Final Estimates Manager
District Ten Construction Office
Florida Department of Transportation
P.O. Box 10
Somewhere, Florida 30000

Subject: Final Estimate Quality Control Report FPIN: 12345678901
Contract Number: 12345
Description: SR 7, From SR 8 to the Yessur County Line

Mr. Wright,

I have reviewed Somewhere Engineering's Final Estimate Review process for the above mentioned project as required by policies and procedures set forth in the Final Estimates Review and Administration Manual, District Final Estimates Office QC Plan, CEI QC Plan and the Statewide QC Plan. A review was conducted to determine the steps necessary to eliminate the type of procedural error that was documented by the Quality Assessment of the Final Estimate from future submitted Final Estimates packages.

The error that was documented involved the failure to list a plan revision on the Key Sheet of the Final As Built Plans in accordance with the Preparation and Documentation Manual. I have determined that the error was an oversight by the Somewhere project team and not an intentional error or an error caused by lack of knowledge since there was only one plan revision left off the Key Sheet while others were listed.

However, in order to prevent this error from occurring again I will forward this Report to qualified final estimates personnel in the North Florida division of Somewhere Engineering. Also, the Somewhere Team will review the requirement and will discuss this requirement in an upcoming meeting of the SEQAR Team.

Thank you for the opportunity to review and improve our QC process. The Somewhere Team always has Quality at the forefront of our operational objectives and as such strives continuously to improve its processes. As a result of our effort to produce Quality, I would appreciate any suggestions for improvement that the Department might suggest. If you have suggestions for improvement or if additional review of this matter is required please do not hesitate to contact me.

Respectfully,

Y. Yessur, P.E.

Vice President
Somewhere Engineering, Inc.

Harry Potter, P.E., Resident Engineer, FDOT John Deere, Construction Project Manager, FDOT
Massey Ferguson, P.E. Senior Project Engineer, Somewhere Engineering, Inc. Gary Cooper, Project Administrator,
Somewhere Engineering, Inc. Roddy McDowell, SEQAR Team Leader, Somewhere Engineering Inc. Petula Clark,
Office Manager, Somewhere Engineering, Inc.