

SP0090201M MEASUREMENT AND PAYMENT – SCOPE OF PAYMENTS  
MAINTENANCE  
REVIEW COMMENTS

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Art Berger  
CO General Counsel  
Special Counsel, Construction

Comments: (9-25-15)  
Comments attached.

Response: Comments incorporated. ft

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Frances Thomas  
CO Specifications

Comments: (10-8-15)

Response: In discussion with Rudy Powell and Deanna Hutchison, decision made to add  
SP0090201M-STP when payment for stockpile materials is required. ft

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Art Berger  
9-30-15

**CONTROL OF THE WORK.**  
**(REV. 9-25-147-14-15) (1-16)**

SUBARTICLE 5-1.1 is expanded as follows:

~~In this contract, references to "the plans" mean the Department's Design Standards, and revisions thereto current at the time of contract letting, unless otherwise directed in writing by the Engineer. When plans are included as part of this contract, references in this contract to "the plans" mean such plans and the Department's Design Standards, and revisions thereto current at the time of contract letting, unless otherwise directed in writing by the Engineer.~~ [TF1]

*unless the Work Document specifies another date in which case the date in the Work Document will control.*

ARTICLE 5-1 is expanded by the addition of the following new Subarticle:

**5-1.7 Work Documents** ~~Liquidated Damages:~~ *Work* For Contracts in which specific sites are not identified at the time of letting, the Engineer will issue a Work Document. ~~Should any of the specific work locations, identified in this Contract, be inaccessible due to construction, permitting, or other activities, alternate work locations may be substituted at the discretion of the Engineer, upon written agreement of the Contractor.~~ The Contractor will be allowed 14 calendar days from receipt of the initial Work Document to respond and begin work. The 14 calendar days begin on the date the Document is received ~~in person~~, by fax or by certified mail. The Contractor ~~will be~~ expected to respond and begin work within 5 working days of receipt of any subsequent Work Document, ~~or on the date specified within the Work Document.~~ For renewed contracts, begin work 5 working day after receipt of all Work Document ~~or as specified within the Work Document.~~ *by the Contractor either*

0.5%

If the Contractor does not begin work by the end of the day specified [TF2] ~~in the Work Document,~~ *in this Article,* or if the assignment of work on the Work Document is not complete within the number of days stipulated on the Work Document, then the Contractor and the Department agree that the Department will assess the Contractor, per day, ~~not as a penalty but as liquidated damages,~~ *1% of the total Work Document amount or the amount shown in Subarticle 8-10.2 (Amount of Liquidated Damages), whichever is less.* *contract reduction equal to*

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The Engineer will issue Work Documents for locations that represent a minimum of one day's work; however, ~~priority~~ Work Documents may not necessarily represent one day's work. All work locations will be described with geographical or landmark reference points that will allow the Contractor to proceed immediately to the location with minimum delay. The Department will make every reasonable effort to plan work locations and develop work documents in systematic and concentrated regions so as to minimize the Contractor's travel requirements.

Upon completion of the assigned work, notify the Engineer. Certify that the work quantities and quality were accomplished in accordance with these specifications by signing and returning the Work Document to the Department. All work completed will be inspected to verify quantity and quality prior to approval of the Work Document.

Should inclement weather limit or stop the work, immediately notify the Engineer of work stoppage. The end date of a Work Document may be extended by the Engineer ~~in case of~~

Contract reductions

*for reason*

inclement weather or other unforeseen circumstances, when timely notice is provided by the Contractor.

Schedule work in a manner that prevents delays, stoppages and rework.

SUBARTICLE 5-8-2 is ~~expanded by~~ deleted and the following substituted:

### 5-8 Contractor's Supervision.

**5-8.1 Prosecution of Work:** Give the work the constant attention necessary to ensure the scheduled progress, and cooperate fully with the Engineer and with other contractors at work in the vicinity.

Contact the Engineer before starting work each day to report activity and work locations.

**5-8.2 Contractor's Superintendent:** Maintain a competent superintendent at the site at all times while work is in progress to act as the Contractor's agent. Provide a superintendent who is ~~a competent superintendent~~ capable of properly interpreting the Contract Documents and is thoroughly experienced in the type of work being performed. Provide a superintendent with the full authority to receive instructions from the Engineer and to execute the orders or directions of the Engineer, including promptly supplying any materials, tools, equipment, labor, and incidentals that may be required. Furnish such superintendence regardless of the amount of work sublet.

~~The Contractor's superintendent shall be available for immediate person-to-person communications, 24 hours a day, 7 days a week, with the Engineer by a Contractor provided telephone number. The superintendent shall contact the Engineer before starting work each day to report activity and work locations.~~

Provide a superintendent who speaks and understands English, and maintain at least one other responsible person who speaks and understands English on the project during all working hours.

**5-8.3 Supervision for Emergencies:** Provide a responsible person, who speaks and understands English, and who is available at or reasonably near the worksite on a 24 hour basis, seven days a week. Designate this person as the point of contact for emergencies and in cases that require immediate action to maintain traffic or to resolve any other problem that might arise. ~~Submit, by certified mail, Provide~~ the phone numbers and names of personnel designated to be contacted in ~~cases of~~ emergencies at the pre-work conference ~~along with a description of the project location, to the Florida Highway Patrol and all other local law enforcement agencies.~~

SUBARTICLE 5-10.2 is expanded by the following:

Upon completion of ~~the~~ work and before final payment is made, remove from the job site any surplus materials or waste ~~and~~ restore the job site area to conditions acceptable to the Engineer.

ARTICLE 5-1 is deleted and the following substituted:

**5-11 Final Acceptance.**

When, upon completion of the final ~~construction-maintenance~~ inspection ~~of~~ the entire project, the Engineer determines that the Contractor has satisfactorily completed the work, the Engineer ~~will give~~will provide the Contractor ~~a written notice of final acceptance of completion~~a written Notice of Beginning and Completion of Maintenance Projects.

