

0051200 – CLAIMS BY CONTRACTOR  
RESPONSE TO COMMENTS FROM INDUSTRY REVIEW

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J. Carlo Diaz, PE  
F.D.O.T. Gainesville Construction, District Two

Comments

Some of the people relying on this information don't even have a high school education. Some others are engineers and not lawyers. It isn't any wonder that different "interpretations" of the specs. abound. Long sentences make the Spec. book very cumbersome to read by people in the field and rather than clarify issues it tends to confuse them.

The only suggestion I would have is to break the first proposed paragraph (in blue) into two sentences for ease of reading.

**Response:** Will divide the first paragraph into two sentences.

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John C. Hess

Comments

I have reviewed the aforementioned Claim Specification and consider it to be well written. I just have a question pertaining to this section of the Specification , and believe that there could be an instance when Materials or Supplies could be paid for in a Delay Claim. See below for the section in the Specification that I am referring to (**See red addition**):

SUBARTICLE 5-12.6.2.1 (Page 49) is deleted and the following substituted:  
5-12.6.2.1 Compensation for Direct Costs, Indirect Costs, Expenses, and Profit thereon, of or from Delay: For any delay claim, the Contractor shall only be entitled to monetary compensation for the actual idle labor and equipment, and indirect costs, expenses, and profit thereon, as provided for in 4-3.2.1(a), **(b)**, (c) and (d) and solely for costs incurred beyond what reasonable mitigation thereof the Contractor could have undertaken.

I give you a simple scenario. The contractor is digging 10 feet below the ground and is placing a run of 48" pipe and encounters a gas line. The operation needs to stop for the gas line to be lowered. It is not something that can be done quickly, and it takes a week to lower the gas line. The contractor is instructed to cover the line until the gas line is lowered, and then resume working. The contractor is going to have to plug the pipe temporarily with some Material and perhaps mark the end with some other Material to relocate it when they begin digging again. These materials should be paid for as part of

the delay claim. This is why I believe 4-3.2.1(b) should be allowed as a cost, and included in the Specification.

Other than this comment the Specification appears adequate. If you have any questions please contact me.

Response: Disagree. Scenario described would have extra work involved. Extra work would be separate from delays. No change on this forthcoming.

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R. Scott Shalley  
Figg Engineering Group

Comment

As I am a member of the FICE Transportation Committee, I was asked to review and comment on the referenced proposal.  
We are supportive of this initiative and appreciate the opportunity to provide input.  
Scott

Response: Thanks for the review.

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Allen Schrupf, FICE

Comment

I'm sure the wording was well vetted. However, I would prefer not utilizing court names or related court procedural terms, for fear of creating some misappropriation. Therefore, in Section 5-12.1 General, I recommend to replace: "circuit court" with "court action" in the second paragraph.

Response: Will leave as circuit court since contractor limited to circuit court in this case.

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Rod Powers

Comment

The revision is very difficult to read. It would help to break the revision into two sentences with the second sentence beginning with, "Failure....."

Response: Will divide the first paragraph into two sentences.

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Ghulam Mujtaba

Comments

The Subarticle 5-12.2 should include only an outline of the notice of claim. The outline may be expanded by referring to subarticles, 5-12.2.1, 5-12.2.2, and 5-12.3 for claims due to extra work, delay, and content of written claim, respectively. Each of the aforementioned subarticles has provided the detailed procedure. There is no need to repeat the same information in 5-12.1.

Subarticle 1--1 of the Specification mentions that the Division I and II of the Specification is written in the active -imperative mood. A review of the Article 5-12 indicate that the language is written in the active voice, but not in the imperative mood.

**Response: Recognized but purposely left in this narrative mood.**

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