



Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

STEPHANIE KOPELOUSOS
SECRETARY

November 14, 2007

Dr. Leslie McCarthy, PhD, P.E.
Program Operations Engineer
Federal Highway Administration
545 John Knox Road, Suite 200
Tallahassee, Florida 32303

Re: Office of Design, Specifications
Section 4
Proposed Specification: 0040304-Conditions Requiring a Supplemental Agreement or
Unilateral Payment

Dear Dr. McCarthy:

We are submitting, for your approval, two copies of a proposed Supplemental Specification for Conditions Requiring a Supplemental Agreement or Unilateral Payment.

This change was proposed by Derek Fusco of the State Construction Office to delete the requirement to process a Supplemental Agreement based on the passing of House Bill 1681 (2005).

Please review and transmit your comments, if any, within two weeks. Comments should be sent via Email to SP965DB or duane.brautigam@dot.state.fl.us.

If you have any questions relating to this specification change, please call Duane F. Brautigam, State Specifications Engineer at 414-4110.

Sincerely,

Signature on file

Duane F. Brautigam, P.E.
State Specifications Engineer

DFB/dm
Attachment

cc: Gregory Jones, General Counsel
Florida Transportation Builders' Assoc.
State Construction Engineer

CONDITIONS REQUIRING A SUPPLEMENTAL AGREEMENT OR UNILATERAL PAYMENT.**(REV 5-31-07)**

SUBARTICLE 4-3.4 (Pages 24 and 25) is deleted and the following substituted:

4-3.4 Conditions Requiring a Supplemental Agreement or Unilateral

Payment: A Supplemental Agreement or Unilateral Payment will be used to clarify the plans and specifications of the Contract; ~~to document quantity overruns that exceed 5% of the original Contract amount;~~ to provide for unforeseen work, grade changes, or alterations in plans which could not reasonably have been contemplated or foreseen in the original plans and specifications; to change the limits of construction to meet field conditions; to provide a safe and functional connection to an existing pavement; to settle documented Contract claims; to make the project functionally operational in accordance with the intent of the original Contract and subsequent amendments thereto.

A Supplemental Agreement or Unilateral Payment may be used to expand the physical limits of the project only to the extent necessary to make the project functionally operational in accordance with the intent of the original Contract. The cost of any such agreement extending the physical limits of the project shall not exceed \$100,000 or 10% of the original Contract price, whichever is greater.

Perform no work to be covered by a Supplemental Agreement or Unilateral Payment before written authorization is received from the Engineer. The Engineer's written authorization will set forth sufficient work information to allow the work to begin. The work activities, terms and conditions will be reduced to written Supplemental Agreement or Unilateral Payment form promptly thereafter. No payment will be made on a Supplemental Agreement or Unilateral Payment prior to the Department's approval of the document.

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