



Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

STEPHANIE KOPELOUSOS
SECRETARY

September 29, 2010

Monica Gourdine
Program Operations Engineer
Federal Highway Administration
545 John Knox Road, Suite 200
Tallahassee, Florida 32303

Re: Office of Design, Specifications
Section 714
Proposed Specification:

Dear Ms. Gourdine: 0040100SLLS Scope of the Work – Streamline Lump Sum.

We are submitting, for your approval, two copies of the above referenced Special Provision.

The changes bring the Special Provision up to date with the current Supplemental Specification where the “Value Engineering Cost Proposal” was changed to “Cost Savings Initiative Proposal”.

Please review and transmit your comments, if any, within two weeks. Comments should be sent via Email to ST986RP or rudy.powell@dot.state.fl.us.

If you have any questions relating to this specification change, please call Rudy Powell, State Specifications Engineer at 414-4280.

Sincerely,

Signature on File

Rudy Powell, Jr., P.E.
State Specifications Engineer

RP/ft

Attachment

cc: Gregory Jones, Chief Civil Litigation
Florida Transportation Builders' Assoc.
State Construction Engineer

(REV ~~2-15-108-24-10~~) (FA ~~2-17-10~~)(~~7-101-11~~)

4-1 Intent and Scope.

All references to payment under individual pay item numbers, regardless of where those references are contained in the Contract Documents or when in time any such pay item reference

Special Provision.

Item No. _____, LS

SUBARTICLE 4-3.1 (Page 19) is deleted and the following substituted:

The term “significant change” applies only when the Engineer determines that the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction. The allowance due to the Contractor will be in accordance with 4-3.2, below.

In the instance of an alleged “significant change”, the determination by the Engineer shall be conclusive and shall not be subject to challenge by the Contractor in any forum, except upon the Contractor establishing by clear and convincing proof that the determination by the Engineer was without any reasonable and good-faith basis.

Streamline Lump Sum Projects less than \$2,000,000
and less than 2,000 tons of asphalt.
Do not use with SP0040100LS.

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 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.

SUBARTICLE 4-3.9.4 (of the Supplemental Specifications) is deleted and the following substituted:

4-3.9.4 Processing Procedures: Submit two copies of each ~~VECP~~ *Proposal* to the Engineer or his duly authorized representative. The Department will process ~~Proposals~~~~VECPs~~ expeditiously; however, the Department is not liable for any delay in acting upon a ~~Proposal~~~~VECP~~ submitted pursuant to this Subarticle. The Contractor may withdraw, in whole or in part, a ~~Proposal~~~~VECP~~ not accepted by the Department within the period specified in the ~~Proposal~~~~VECP~~. The Department is not liable for any ~~Proposal~~~~VECP~~ development cost in the case where the Department rejects or the Contractor withdraws a ~~Proposal~~~~VECP~~.

The Engineer is the sole judge of the acceptability of a ~~Proposal~~~~VECP~~ and of the estimated net savings in construction costs from the adoption of all or any part of such proposal.

Prior to approval, the Engineer may modify a ~~Proposal~~~~VECP~~, with the concurrence of the Contractor, to make it acceptable. If any modification increases or decreases the net savings resulting from the ~~Proposal~~~~VECP~~, the Department will determine the Contractor's fair share upon the basis of the ~~Proposal~~~~VECP~~ as modified. The Department will compute the net savings by subtracting the revised total cost affected by the ~~Proposal~~~~VECP~~ from the total cost as represented in the original Contract.

Prior to approval of the ~~Proposal~~~~VECP~~ that initiates the supplemental agreement, provide acceptable Contract-quality plan sheets revised to show all details consistent with the ~~Proposal~~~~VECP~~ design.

SP0040100SLLS
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SCOPE OF THE WORK – INTENT AND SCOPE.

(REV 8-24-10) (1-11)

ARTICLE 4-1 (Page 19) is deleted and the following substituted:

4-1 Intent and Scope.

The improvements under this Contract consist of

[REDACTED].

This is a Streamline Lump Sum Contract with only one pay item listed in the Contract.

All references to payment under individual pay item numbers, regardless of where those references are contained in the Contract Documents or when in time any such pay item reference

is incorporated in the Contract Documents, are superseded by the pay item references in this

Special Provision.

Payment for all work in this Contract will be made under:

Item No. [REDACTED], LS

Pay adjustments as shown in the Contract Documents, regardless of where those pay adjustments are referenced, shall not apply, except as provided for in 9-2 Scope of Payments.

SUBARTICLE 4-3.1 (Page 19) is deleted and the following substituted:

4-3.1 General: The Engineer reserves the right to make, at any time prior to or during the progress of the work, alterations or changes, whether a significant change or not, and such alterations in the details of construction, whether a substantial change or not, including but not limited to alterations in the grade or alignment of the road or structure or both, as may be found necessary or desirable by the Engineer. Such alterations or changes shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any liability arising out of this Contract or the Surety bond. The Contractor agrees to perform the work, as altered or changed, the same as if it had been a part of the original Contract.

The term “significant change” applies only when the Engineer determines that the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction. The allowance due to the Contractor will be in accordance with 4-3.2, below.

In the instance of an alleged “significant change”, the determination by the Engineer shall be conclusive and shall not be subject to challenge by the Contractor in any forum, except upon the Contractor establishing by clear and convincing proof that the determination by the Engineer was without any reasonable and good-faith basis.

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The Engineer is the sole judge of the acceptability of a Proposal and of the estimated net savings in construction costs from the adoption of all or any part of such proposal.

Prior to approval, the Engineer may modify a Proposal, with the concurrence of the Contractor, to make it acceptable. If any modification increases or decreases the net savings resulting from the Proposal, the Department will determine the Contractor's fair share upon the basis of the Proposal as modified. The Department will compute the net savings by subtracting the revised total cost affected by the Proposal from the total cost as represented in the original Contract.

Prior to approval of the Proposal that initiates the supplemental agreement, provide acceptable Contract-quality plan sheets revised to show all details consistent with the Proposal design.