



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

STEPHANIE KOPELOUSOS
SECRETARY

January 5, 2011

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

Re: Office of Design, Specifications
Section 009
Proposed Specification: 0090801SLLS Measurement and Payment

Dear Ms. Gourdine:

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

These changes are proposed by Larry Ritchie of the State Office of Construction to correct a reference.

Please review and transmit your comments, if any, within two weeks. Comments should be sent via Email to SP965RP 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

MEASUREMENT AND PAYMENT.

(REV ~~9-9-10~~11-18-10) (~~1-11~~)

SUBARTICLE 9-8.1 (of the Supplemental Specifications) is deleted and the following substituted:

9-8.1 Acceptance and Final Payment Documents: Upon final inspection and final acceptance of the Contract as provided in 5-10 and 5-11, and subject to the terms of 8-11, the Contractor shall submit a final invoice for work completed and accepted by the Department. The Department will pay the invoice, less any sums that the Department may have deducted or retained under the provisions of the Contract, provided the Contractor has met the requirements below.

(a) The Contractor has provided the Acceptance Letter.

(b) The Contractor has properly maintained the project, as specified hereinbefore.

(c) The Contractor has furnished a sworn affidavit to the effect that the Contractor has paid all bills and no suits are pending (other than those exceptions listed, if any) in connection with work performed under the Contract and that the Contractor has not offered or made any gift or gratuity to, or made any financial transaction of any nature with, any employee of the Department in the performance of the Contract. Include with the listed tort liability exceptions, if any, evidence of adequate insurance coverage as required in 7-13.

(d) The surety on the Contract bond consents, by completion of their portion of the affidavit and surety release subsequent to the Contractor's completion of his portion, to final payment to the Contractor and agrees that the making of such payment does not relieve the surety of any of its obligations under the bond.

(e) The Contractor has complied with and settled all requirements pertaining to any wage-rate provisions.

(f) The Contractor has furnished all required mill tests and analysis reports to the Engineer.

(g) The Contractor has furnished the Construction Compliance with Specifications and Plans Certification. Provide the Engineer with a notarized final certification of compliance with the requirements of Section 105 to accompany the final estimate.

(h) The Contractor has furnished and the Department has accepted the as-built drawings and certified survey in accordance with the requirements of Section ~~104~~, 555, 556, 557 and 611.

MEASUREMENT AND PAYMENT.

(REV 11-18-10)

SUBARTICLE 9-8.1 (of the Supplemental Specifications) is deleted and the following substituted:

9-8.1 Acceptance and Final Payment Documents: Upon final inspection and final acceptance of the Contract as provided in 5-10 and 5-11, and subject to the terms of 8-11, the Contractor shall submit a final invoice for work completed and accepted by the Department. The Department will pay the invoice, less any sums that the Department may have deducted or retained under the provisions of the Contract, provided the Contractor has met the requirements below.

(a) The Contractor has provided the Acceptance Letter.

(b) The Contractor has properly maintained the project, as specified hereinbefore.

(c) The Contractor has furnished a sworn affidavit to the effect that the Contractor has paid all bills and no suits are pending (other than those exceptions listed, if any) in connection with work performed under the Contract and that the Contractor has not offered or made any gift or gratuity to, or made any financial transaction of any nature with, any employee of the Department in the performance of the Contract. Include with the listed tort liability exceptions, if any, evidence of adequate insurance coverage as required in 7-13.

(d) The surety on the Contract bond consents, by completion of their portion of the affidavit and surety release subsequent to the Contractor's completion of his portion, to final payment to the Contractor and agrees that the making of such payment does not relieve the surety of any of its obligations under the bond.

(e) The Contractor has complied with and settled all requirements pertaining to any wage-rate provisions.

(f) The Contractor has furnished all required mill tests and analysis reports to the Engineer.

(g) The Contractor has furnished the Construction Compliance with Specifications and Plans Certification. Provide the Engineer with a notarized final certification of compliance with the requirements of Section 105 to accompany the final estimate.

(h) The Contractor has furnished and the Department has accepted the as-built drawings and certified survey in accordance with the requirements of Section 555, 556, 557 and 611.