



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

May 2, 2011

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

Re: Office of Design, Specifications
Section 003
Proposed Specification: 0030504 Award and Execution of Contract – Surety to Furnish
Legal Defense.

Dear Ms. Gourdine:

We are submitting, for your approval, two copies of the above referenced Supplemental Specification.

These changes are proposed by David Sadler of the State Construction Office to better define the indemnity limits of the Surety in the event the contractor fails with regard to payment and performance.

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,

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

RP/cah

Attachment

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

AWARD AND EXECUTION OF CONTRACT – SURETY TO FURNISH LEGAL DEFENSE.**(REV 3-9-11)**

SUBARTICLE 3-5.4 (Page 17) is deleted and the following substituted:

3-5.4 Surety to Furnish Legal Defense *as to Payment and Performance Claims or Suits*: The surety company shall indemnify and provide defense for the Department when called upon to do so for all claims or suits against the Department, by third parties, pertaining to Contractor payment or performance issues arising out of the Contract *where the Contractor has failed to timely do so*. It is expressly understood that the monetary limitation on the extent of the indemnification shall be the approved Contract amount, which ~~amount~~ shall be the original Contract amount as may be increased by subsequent Supplemental Agreements.

AWARD AND EXECUTION OF CONTRACT – SURETY TO FURNISH LEGAL DEFENSE.**(REV 3-9-11)**

SUBARTICLE 3-5.4 (Page 17) is deleted and the following substituted:

3-5.4 Surety to Furnish Legal Defense as to Payment and Performance Claims or Suits: The surety company shall indemnify and provide defense for the Department when called upon to do so for all claims or suits against the Department, by third parties, pertaining to Contractor payment or performance issues arising out of the Contract where the Contractor has failed to timely do so. It is expressly understood that the monetary limitation on the extent of the indemnification shall be the approved Contract amount, which shall be the original Contract amount as may be increased by subsequent Supplemental Agreements.