



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

December 20, 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: **0090202LS Measurement and Payment – Adjustment to the Lump Sum Payment for Deleted Items of Work.**

Dear Ms. Gourdine:

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

These changes were proposed by David Sadler of the State Construction Office to clarify, for consistency, language relating to deleted work.

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/dt

Attachment

cc: Calvin Johnson, Chief Civil Litigation
Florida Transportation Builders' Assoc.
State Construction Engineer

MEASUREMENT AND PAYMENT – ADJUSTMENT TO THE LUMP SUM PAYMENT FOR DELETED ITEMS OF WORK.

(REV ~~10-25-11~~12-14-11)

SUBARTICLE 9-2.2.6 (of the Special Provisions) is deleted and the following substituted:

9-2.2.6 Adjustment to the Lump Sum Payment for Deleted Items of Work:

When items ~~such as pipe culverts, inlets, manholes, mitered end sections, etc.~~ of work are shown in the Contract Documents to be constructed or installed and due to actual field conditions, it is determined by the Engineer that the items ~~is~~ are not needed, ~~then~~ a negative adjustment ~~to the Contract~~ will be made. ~~When the Engineer's determination that the items are not needed is made after the Contractor has commenced work on the items being deleted or after the Contractor has expended costs associated with the items being deleted, the negative adjustment to the Contract will be based on the invoice price for the actual cost of the items being deleted less all costs incurred prior to the date the Engineer determined the items are not needed and the Contractor will retain ownership. When the Engineer's determination that the items are not needed is made before the Contractor commences work on the items being deleted or before the Contractor has expended costs associated with the items being deleted, then the negative adjustment will be based on the invoice price for the actual costs of the items being deleted. This~~ A adjustment will not exceed \$5,000.00. Should the amount of the adjustment exceed \$5,000.00, it will be considered a significant change and an ~~The negative~~ adjustment will be processed in accordance with 4-3.2.

SUBARTICLE 9-11.4 (of the Special Provisions) is deleted and the following substituted:

9-11.4 Payment to the Contractor: Upon receipt of the progress invoice and approval by the Engineer, payment will be made, less an amount retained or withheld per provisions included in the Contract. The monthly payments will be approximate only and will be subject to reduction for overpayments or increase for underpayments on preceding payments to the Contractor and to correction in the subsequent estimates and the final estimate and payment ~~process~~.

**MEASUREMENT AND PAYMENT – ADJUSTMENT TO THE LUMP SUM PAYMENT
FOR DELETED ITEMS OF WORK.**

(REV 12-14-11)

SUBARTICLE 9-2.2.6 (of the Special Provisions) is deleted and the following substituted:

9-2.2.6 Adjustment to the Lump Sum Payment for Deleted Items of Work:

When items of work are shown in the Contract Documents to be constructed or installed and due to actual field conditions, it is determined by the Engineer that the items are not needed, a negative adjustment to the Contract will be made. The negative adjustment will be based on the actual cost of the items being deleted less all costs incurred prior to the date the Engineer determined the items are not needed and the Contractor will retain ownership. The negative adjustment will be processed in accordance with 4-3.2.

SUBARTICLE 9-11.4 (of the Special Provisions) is deleted and the following substituted:

9-11.4 Payment to the Contractor: Upon receipt of the progress invoice and approval by the Engineer, payment will be made, less an amount retained or withheld per provisions included in the Contract. The monthly payments will be approximate only and will be subject to reduction for overpayments or increase for underpayments on preceding payments to the Contractor and to correction in the subsequent estimates and the final estimate and payment process.