



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

October 7, 2016

Khoa Nguyen
Director, Office of Technical Services
Federal Highway Administration
3500 Financial Plaza, Suite 400
Tallahassee, Florida 32312

Re: State Specifications Office
Section: **008**
Proposed Specification: **0080903 Prosecution and Progress – Completion of Work by Department.**

Dear Mr. Nguyen:

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

The changes are proposed by David Sadler of the State Construction Office to remove the obsolete requirement for FDOT to pay the defaulted contractor the difference between the actual cost of completing the work and what the work would have cost had it been completed by the defaulted contractor under the terms of the original contract.

Please review and transmit your comments, if any, within two weeks. Comments should be sent via email to dan.hurtado@dot.state.fl.us.

If you have any questions relating to this specification change, please call me at 414-4130.

Sincerely,

Dan Hurtado, P.E.
State Specifications Engineer

DH/ft

Attachment

cc: Florida Transportation Builders' Assoc.
State Construction Engineer

PROSECUTION AND PROGRESS – COMPLETION OF WORK BY DEPARTMENT.
(REV ~~3-24-16~~10-7-16)

SUBARTICLE 8-9.3 is deleted and the following substituted:

8-9.3 Completion of Work by Department: Upon declaration of default, the Department will have full ~~power~~*authority* to appropriate or use any or all suitable and acceptable materials and equipment on the site and may enter into an agreement with others to complete the work under the Contract, or may use other methods to complete the work in an acceptable manner. The Department will charge all costs that the Department incurs because of the Contractor's default, including the costs of completing the work under the Contract, against the Contractor. ~~If the Department incurs such costs in an amount that is less than the sum that would have been payable under the Contract had the defaulting Contractor completed the work then the Department will pay the difference to the defaulting Contractor.~~ If the Department incurs such costs in an amount that exceeds the sum that would have been payable under the Contract, then the Contractor and the surety shall be liable and shall pay the ~~State~~*Department* the amount of the excess.

If, after the ten day notice period and prior to any action by the Department to otherwise complete the work under the Contract, the Contractor establishes his intent to prosecute the work in accordance with the Department's requirements, then the Department may allow the Contractor to resume the work, in which case the Department will deduct from any monies due or that may become due under the Contract, any costs to the Department incurred by the delay, or from any reason attributable to the delay.

**PROSECUTION AND PROGRESS – COMPLETION OF WORK BY DEPARTMENT.
(REV 10-7-16)**

SUBARTICLE 8-9.3 is deleted and the following substituted:

8-9.3 Completion of Work by Department: Upon declaration of default, the Department will have full authority to appropriate or use any or all suitable and acceptable materials and equipment on the site and may enter into an agreement with others to complete the work under the Contract, or may use other methods to complete the work in an acceptable manner. The Department will charge all costs that the Department incurs because of the Contractor's default, including the costs of completing the work under the Contract, against the Contractor. If the Department incurs such costs in an amount that exceeds the sum that would have been payable under the Contract, then the Contractor and the surety shall be liable and shall pay the Department the amount of the excess.

If, after the ten day notice period and prior to any action by the Department to otherwise complete the work under the Contract, the Contractor establishes his intent to prosecute the work in accordance with the Department's requirements, then the Department may allow the Contractor to resume the work, in which case the Department will deduct from any monies due or that may become due under the Contract, any costs to the Department incurred by the delay, or from any reason attributable to the delay.