



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

August 15, 2024

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

Re: State Specifications Office
Section: 9
Proposed Specification: **0090302 Measurement and Payment**

Dear Ms. Kendall:

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

The changes are proposed by Amanda Ulmer to change the error in Plan Quantity of amount payable of more than \$5,000 to a \$10,000 threshold.

Please review and transmit your comments, if any, within two weeks (10 business days). Comments should be sent via email daniel.strickland@dot.state.fl.us.

If you have any questions relating to this specification change, please call me at (850) 414-4130.

Sincerely,

Signature on File

Daniel Strickland, P.E.
State Specifications Engineer

DS/dh

Attachment

cc: Florida Transportation Builders' Assoc.
State Construction Engineer

MEASUREMENT AND PAYMENT
(REV 6-27-24)

SUBARTICLE 9-3.2.1 is deleted and the following substituted:

9-3.2 Payment Based on Plan Quantity:

9-3.2.1 Error in Plan Quantity: As used in this Article, the term “substantial error” is defined as the smaller of (1) or (2) below:

1. a difference between the original plan quantity and final quantity of more than 5%,
2. a change in quantity which causes a change in the amount payable of more than \$~~10~~5,000.

On multiple job Contracts, changes made to an individual pay item due to substantial errors will be based on the entire Contract quantity for that pay item.

Where the pay quantity for any item is designated to be the original plan quantity, the Department will revise such quantity only in the event that the Department determines it is in substantial error. In general, the Department will determine such revisions by final measurement, plan calculations, or both, as additions to or deductions from plan quantities.

In the event that either the Department or the Contractor contends that the plan quantity for any item is in error and additional or less compensation is thereby due, the claimant shall submit, at their own expense, evidence of such in the form of acceptable and verifiable measurements or calculations. The Department will not revise the plan quantity solely on the basis of a particular method of construction that the Contractor selects. For earthwork items, the claimant must note any differences in the existing surfaces from that shown in the Plans that would result in a substantial error to the plan quantity, and must be properly documented by appropriate verifiable level notes, acceptable to both the Contractor and the Department, prior to disturbance of the existing surface by construction operations. The claimant shall support any claim based upon a substantial error for differences in the existing surface by documentation as provided above.

MEASUREMENT AND PAYMENT
(REV 6-27-24)

SUBARTICLE 9-3.2.1 is deleted and the following substituted:

9-3.2 Payment Based on Plan Quantity:

9-3.2.1 Error in Plan Quantity: As used in this Article, the term “substantial error” is defined as the smaller of (1) or (2) below:

1. a difference between the original plan quantity and final quantity of more than 5%,

2. a change in quantity which causes a change in the amount payable of more than \$10,000.

On multiple job Contracts, changes made to an individual pay item due to substantial errors will be based on the entire Contract quantity for that pay item.

Where the pay quantity for any item is designated to be the original plan quantity, the Department will revise such quantity only in the event that the Department determines it is in substantial error. In general, the Department will determine such revisions by final measurement, plan calculations, or both, as additions to or deductions from plan quantities.

In the event that either the Department or the Contractor contends that the plan quantity for any item is in error and additional or less compensation is thereby due, the claimant shall submit, at their own expense, evidence of such in the form of acceptable and verifiable measurements or calculations. The Department will not revise the plan quantity solely on the basis of a particular method of construction that the Contractor selects. For earthwork items, the claimant must note any differences in the existing surfaces from that shown in the Plans that would result in a substantial error to the plan quantity, and must be properly documented by appropriate verifiable level notes, acceptable to both the Contractor and the Department, prior to disturbance of the existing surface by construction operations. The claimant shall support any claim based upon a substantial error for differences in the existing surface by documentation as provided above.