

0040302 SCOPE OF THE WORK
COMMENTS FROM INTERNAL/INDUSTRY REVIEW

Bob Burleson (Bob Graham)
FTBA
942-1404
bburleson@ftba.com

Comments: (6-1-12, Internal)

It is my understanding that the new formula in the subcontractor's section will only apply when the subcontractor does 100% of the extra work that involves additional time, some might interpret that it applies when there is any sub work involved. Perhaps language could be added to clarify and while we are making changes to the claim spec (you know this is coming) let's delete the 10 free days.

Response: The intent is that the modified formula of 4-3.2.2 would apply to all subcontractors performing the extra work that has extended the duration of the project. In those instances when extra work is a combination of prime contractor performed work and work performed by a single or multiple subcontractors, the prime contractor would be eligible to receive either 4-3.2.1(d)(1) or 4-3.2.1 (d)(2) using the standard 8% formula for the work self performed by the prime contractor and the modified formula of 4-3.2.2 would be used for work performed by the subcontractor(s). No change to the "10 free days" will be made.
No change made.

John Previte

Comments: (6-7-12)

Suggested changes highlighted in yellow:

Cumulative Calendar Days is defined as the cumulative total number of calendar days granted for time extension due to *either extra work, excluding overruns to existing contract items, that extended the duration of the project or* [Rudy1]delay of a controlling work item caused solely by the Department ~~is~~, or the cumulative total number of calendar days for which entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined *to be* in favor of the Contractor ~~to be~~.

Response: These changes will be made.
Changes made.

Calvin Johnson

Comments: (5-30-12)

1. 4-3.2.1:

Where A = Original Contract Amount
 B = Original Contract Time
 C = 8%
 D = Average Overhead Per Day

Cumulative Calendar Days is defined as the cumulative total number of calendar days granted for time extension due to either extra work, excluding overruns to existing contract items, that extend the duration of the project or delay of a controlling work item caused solely by the Department, or the cumulative total number of calendar days for which entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined in favor of the Contractor.

Further, in the event there are concurrent delays to one or more All Jobs any and all partial or single calendar day delay periods, due to delay of a controlling work item caused solely by the Department, that when cumulatively totaled together are equal to or less than ten calendar days and regardless of whether monetary compensation is otherwise provided for hereunder for one or more calendar days of time extension entitlement for each calendar day exceeding ten calendar days. All calculations under this provision shall exclude weather days, holidays, and Special Events, and days granted for performing additional work.

Response: These changes will be made.
 Changes made.

2. 4.3.2.2

Holidays, and Special Events, and days granted for performing additional work.

SUBARTICLE 4-3.2.2 (Page 24) is deleted and the following substituted:

4-3.2.2 Subcontracted Work: For work performed by a subcontractor, compensation for the additional or unforeseen work shall be solely limited to as provided for in 4-3.2.1 (a), (b), (c) and (d)(1). In addition, the Contractor is expressly limited to the greater of either 4-3.2.1(d)(1) or (d)(2) except that the Average Overhead Per Day calculation is as follows:

A x C

Response: These changes will be made.
 Changes made.

Pat McCann
 954-777-4384
pat.mccann@dot.my.florida.com

Comments: (7-5-12)

4-3.2.2 Subcontracted Work:

My interpretation from reading the proposed revision is:

The sub receives 17.5% markup, and the prime receives 17.5% or 8% markup and 10%/5% on top. If 8% is used then the 8% is computed removing the particular subcontractor's subcontract amounts. If this is what the Dept. has agreed to then it reads okay.

Response: The 10% & 5% markups of 4-3.2.1(d)(1)(ii) would apply only if 4-3.2.1(d)(1) is the applicable markup applied. If the markup of 4-3.2.1(d)(2) is applied then the 10% and 5% markup of 4-3.2.1(d)(1)(ii) would not be applicable.
 No change made
