SP0090103SLLS MEASUREMENT AND PAYMENT
COMMENTS FROM INTERNAL/INDUSTRY REVIEW

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Comment: (3-4-14, Internal)
Suspension of prequalification seems pretty harsh. Is this a big problem or is there one or two instances where it has been a problem? I am always wary of punitive specifications like this.

Response: (as per David Sadler, 3-4-14) We're not creating anything new with spec. This is language that is currently in the standard specs but was removed for streamlined contracting special provisions. We have been having problems with several of the Contractors (usually smaller Contractors) doing streamlined contracts finishing all of the requirements of Section 9 so we are adding this language back into the streamlined specs.
No changes made.
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Comment: (3-17-14)
The following comments are identical to the ones I posted on streamlined contracts. There is an issue on lump sum projects concerning final acceptance if there is an unresolved claim issue between the Department and the Contractor. Under this change, the contractor would be subject to suspension if they don't return the Acceptance Letter as stated in item (a) of 9-8.1. The Acceptance Letter the Department sends out has language in it releasing FDOT from all claims. FDOT will not accept an alternative letter despite the fact that there is no language in the 9-8.1 as to the form of the acceptance letter. The Department will also not accept a "Qualified" acceptance letter on a lump sum job. If a claim goes unresolved for more than 90 days, it is not justifiable to suspend the contractor for failing to return the acceptance letter. If suspension is going to be included as a hammer over the contractor, then some allowance must be made to qualify the acceptance to reserve rights to outstanding claims.

Response: The intent of streamline contracts is that there are no unresolved issues at final acceptance, due to the monthly certified estimate process. Thus, the reason for the different contract language, compared to traditional contracts in 9-8.1 (a). The additional 90 day requirement is the same requirement as traditional contracts, except the requirement in 9-8.1 (a) for streamline, is the acceptance letter. Again, streamline contracts have certified monthly estimates and all issues are to be resolved by the final certified estimate, thus no outstanding items to be resolved after the fact.
No changes made.
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Anonymous

Comment: (3-18-14)
This is a reasonable requirement to ask the contractor to return the needed documents within 90 days. We just need to be uniform with FDOT actions if it does not occur and use the same action for other documents not received. Be consistent.

Response: Thank you for your comment. We agree.

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Comment: (4-8-14)
SP0090103SLLS & SP0090103SLPQ - The proposed change to these industry review #'s is the addition of a paragraph shown below highlighted in red. The paragraph contains the statement "If the contractor fails…, the Department may suspend….". Is there any limitation or a reason to say "may", instead of "will"? Is there any minimum criteria in which the Department wouldn't suspend the Qualification?

Response: The "may" language is consistent with the Standard Specification language in 9-8.1. There are always circumstances, no matter what type of contract, which would require discretion by the District. The "may" language provides that flexibility.
No changes made.
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D4 Const.

Comment: (4-11-14)
Proposed text reads: "If the Contractor fails to provide all the required documents listed below within 90 days of final acceptance,..."
Shouldn't this be 90 days from the offer of final payment? This would be consistent with the current spec. for non-streamlined projects.

Response: There is no offer of final payment in streamline contracts, only certified monthly estimates and a final certified estimate; thus, the main difference between traditional contracts and streamline.
No changes made.
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