



## Florida Department of Transportation

**RICK SCOTT**  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

**ANANTH PRASAD, P.E.**  
SECRETARY

October 4, 2013

Chad Thompson  
Programs Operations Engineer  
Federal Highway Administration  
545 John Knox Road, Suite 200  
Tallahassee, Florida 32303

Re: State Specifications and Estimates Office  
Section **009**  
Proposed Specification: **0090801SLLS Measurement and Payment**

Dear Mr. Thompson:

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

These changes are to correct a reference error. Section 557 has been deleted from the Standard Specifications.

Please review and transmit your comments, if any, within two weeks. Comments should be sent via email to SP965DS or [daniel.scheer@dot.state.fl.us](mailto:daniel.scheer@dot.state.fl.us).

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

Sincerely,

Daniel Scheer, P.E.  
State Specifications Engineer

DS/ft

Attachment

cc: Florida Transportation Builders' Assoc.  
State Construction Engineer

All Contracts less than \$2,000,000  
and less than 2,000 tons of asphalt – Streamline Lump Sum.  
For Bridge repair/rehab projects, contact the DCE prior to use.  
Do not use with SP0090103LS.

## MEASUREMENT AND PAYMENT.

(REV ~~7-24-13~~10-4-13) (FA ~~7-26-13~~) (1-14)

SUBARTICLE 9-8.1 (~~Pages 102–104~~) is deleted and the following substituted:

### 9-8 Acceptance and Final Payment.

**9-8.1 Acceptance and Final Payment Documents:** Upon final inspection and final acceptance of the Contract as provided in 5-10 and 5-11, and subject to the terms of 8-11, the Contractor shall submit a final Contractor certified estimate for work completed and accepted by the Department. The Department will pay the Contractor's certified estimate, less any sums that the Department may have deducted or retained under the provisions of the Contract, provided the Contractor has met the requirements below.

(a) The Contractor has provided the Acceptance Letter.

(b) The Contractor has properly maintained the project, as specified hereinbefore.

(c) The Contractor has furnished a sworn affidavit to the effect that the Contractor has paid all bills and no suits are pending (other than those exceptions listed, if any) in connection with work performed under the Contract and that the Contractor has not offered or made any gift or gratuity to, or made any financial transaction of any nature with, any employee of the Department in the performance of the Contract. Include with the listed tort liability exceptions, if any, evidence of adequate insurance coverage as required in 7-13.

(d) The surety on the Contract bond consents, by completion of their portion of the affidavit and surety release subsequent to the Contractor's completion of his portion, to final payment to the Contractor and agrees that the making of such payment does not relieve the surety of any of its obligations under the bond.

(e) The Contractor has complied with and settled all requirements pertaining to any wage-rate provisions.

(f) The Contractor has furnished all required mill tests and analysis reports to the Engineer.

(g) The Contractor has furnished the Construction Compliance with Specifications and Plans Certification. Provide the Engineer with a notarized final certification of compliance with the requirements of Section 105 to accompany the final estimate.

(h) The Contractor has furnished and the Department has accepted the as-built drawings and certified survey in accordance with the requirements of Section 555, ~~556, 557~~ and 611.

## **MEASUREMENT AND PAYMENT.**

**(REV 10-4-13)**

SUBARTICLE 9-8.1 is deleted and the following substituted:

### **9-8 Acceptance and Final Payment.**

**9-8.1 Acceptance and Final Payment Documents:** Upon final inspection and final acceptance of the Contract as provided in 5-10 and 5-11, and subject to the terms of 8-11, the Contractor shall submit a final Contractor certified estimate for work completed and accepted by the Department. The Department will pay the Contractor's certified estimate, less any sums that the Department may have deducted or retained under the provisions of the Contract, provided the Contractor has met the requirements below.

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(d) The surety on the Contract bond consents, by completion of their portion of the affidavit and surety release subsequent to the Contractor's completion of his portion, to final payment to the Contractor and agrees that the making of such payment does not relieve the surety of any of its obligations under the bond.

(e) The Contractor has complied with and settled all requirements pertaining to any wage-rate provisions.

(f) The Contractor has furnished all required mill tests and analysis reports to the Engineer.

(g) The Contractor has furnished the Construction Compliance with Specifications and Plans Certification. Provide the Engineer with a notarized final certification of compliance with the requirements of Section 105 to accompany the final estimate.

(h) The Contractor has furnished and the Department has accepted the as-built drawings and certified survey in accordance with the requirements of Section 555, 556 and 611.