



*Florida Department of Transportation*

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SECRETARY

**MEMORANDUM**

**DATE:** June 21, 2016  
**TO:** Specification Review Distribution List  
**FROM:** Dan Hurtado, P.E., State Specifications Engineer  
**SUBJECT:** Proposed Specification: **0080903**.

In accordance with Specification Development Procedures, we are sending you a copy of a proposed specification change.

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 share this proposal with others within your responsibility. Review comments are due within four weeks and should be sent to Mail Station 75 or online at <http://www2.dot.state.fl.us/ProgramManagement/Development/IndustryReview.aspx>.

Comments received after **July 18, 2016**, may not be considered. Your input is encouraged.

DH/ft  
Attachment

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

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 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 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.