

# ORINATION FORM

## Proposed Revisions to the Specifications

(Please provide all information - incomplete forms will be returned)

Date:

Office:

Originator:

Specification Section:

Telephone:

Article/Subarticle:

email:

Associated Section(s) Revisions:

Will the proposed revision require changes to:

Publication	Yes	No	Office Staff Contacted
Standard Plans Index			
Traffic Engineering Manual			
FDOT Design Manual			
Construction Project Administration Manual			
Basis of Estimate/Pay Items			
Structures Design Guidelines			
Approved Product List			
Materials Manual			
Maintenance Specs			

Will this revision necessitate any of the following:

Design Bulletin

Construction Bulletin

Estimates Bulletin

Materials Bulletin

Have all references to internal and external publications in this Section been verified for accuracy?

Synopsis: Summarize the changes:

Justification: Why does the existing language need to be changed?

Do the changes affect either of the following types of specifications (Hover over type to go to site.):

Special Provisions

Developmental Specifications

List Specifications Affected: (ex. SP3270301, Dev330TL, Dev334TL etc.)

Contact the State Specifications Office for assistance completing this form.

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**PROSECUTION AND PROGRESS**  
**(REV 6-30-22)**

ARTICLE 8-10 is deleted and the following is substituted:

**8-10 Liquidated Damages for Failure to Complete the Work.**

**8-10.1 Highway Code Requirements Pertaining to Liquidated Damages:**

Section 337.18, paragraph (2) of the Florida Statutes, requires that the Department adopt regulations for the determination of default and provides that the Contractor pay liquidated damages to the Department for any failure of the Contractor to complete the Contract work within the Contract Time. These Code requirements govern, and are herewith made a part of the Contract.

**8-10.2 Amount of Liquidated Damages:** Applicable liquidated damages are the amounts established in the following schedule:

Original Contract Amount	Daily Charge Per Calendar Day
<del>\$299,999</del> <del>50,000</del> and under.....	<del>\$980</del> <del>868</del>
<del>Over \$30</del> <del>50,000</del> but less than <del>\$2,00</del> <del>50,000</del> .....	<del>\$1,699</del> <del>882</del>
<del>\$2,00</del> <del>50,000</del> but less than <del>\$5,000</del> ,000.....	<del>\$2,650</del> <del>1,197</del>
<del>\$5,000</del> ,000 but less than <del>\$102,0</del> <del>500,000</del> .....	<del>\$3,819</del> <del>1,694</del>
<del>\$102,500</del> ,000 but less than <del>\$520</del> ,000,000.....	<del>\$4,687</del> <del>2,592</del>
<del>\$205</del> ,000,000 but less than <del>\$410</del> ,000,000.....	<del>\$7,625</del> <del>3,786</del>
<del>\$10,000,000</del> but less than <del>\$15,000,000</del> .....	<del>\$4,769</del>
<del>\$15,000,000</del> but less than <del>\$20,000,000</del> .....	<del>\$5,855</del>
<del>\$420,000,000</del> and over....	<del>\$10,467</del> <del>9,214</del> plus 0.00005 of any amount over <del>\$420</del> million (Round to nearest whole dollar)

The Engineer may approve adjustments to the liquidated damages amounts in accordance with the Construction Project Administration Manual (CPAM) provided all contract work is complete.

**8-10.3 Determination of Number of Days of Default:** For all contracts, regardless of whether the Contract Time is stipulated in calendar days or working days, the Engineer will count default days in calendar days.

**8-10.4 Conditions under which Liquidated Damages are Imposed:** If the Contractor or, in case of his default, the surety fails to complete the work within the time stipulated in the Contract, or within such extra time that the Department may have granted then the Contractor or, in case of his default, the surety shall pay to the Department, not as a penalty, but as liquidated damages, the amount so due as determined by the Code requirements, as provided in 8-10.2.

**8-10.5 Right of Collection:** The Department has the right to apply, as payment on such liquidated damages, any money the Department owes the Contractor.

**8-10.6 Allowing Contractor to Finish Work:** The Department does not waive its right to liquidated damages due under the Contract by allowing the Contractor to continue and to finish the work, or any part of it, after the expiration of the Contract Time.

**8-10.7 Completion of Work by Department:** In the case of a default of the Contract and the completion of the work by the Department, the Contractor and his surety are liable for the

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liquidated damages under the Contract, but the Department will not charge liquidated damages for any delay in the final completion of the Department's performance of the work due to any unreasonable action or delay on the part of the Department.