



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

September 27, 2022

Khoa Nguyen
Director, Office of Technical Services
Federal Highway Administration
3500 Financial Plaza, Suite 400
Tallahassee, Florida 32312

Re: State Specifications Office
Section: 008
Proposed Specification: **0081000DB Prosecution and Progress.**

Dear Mr. Nguyen:

We are submitting, for your approval, two copies of the above referenced Design Build Supplemental Specification.

The changes are proposed by Taylor Carlquist to comply with F.S. 337.18, the Department shall update the schedule of liquated damages at least once every 2 years.

Please review and transmit your comments, if any, within two weeks. Comments should be sent via email daniel.strickland@dot.state.fl.us.

If you have any questions relating to this specification change, please call me at (850) 414-4130.

Sincerely,

Signature on file

Daniel Strickland, P.E.
State Specifications Engineer

DS/vc

Attachment

cc: Florida Transportation Builders' Assoc.
State Construction Engineer

PROSECUTION AND PROGRESS
(REV 7-7-22)

ARTICLE 8-10 is deleted and the following 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
\$299,999 <u>50,000</u> and under.....	\$1,015 <u>980</u>
Over \$50,000 <u>300,000</u> but less than \$250,000 <u>2,000,000</u>	\$1,045 <u>1,699</u>
\$250,000 <u>2,000,000</u> but less than \$5,000,000 <u>5,000,000</u>	\$1,170 <u>2,650</u>
\$5,000,000 but less than \$2,500,000 <u>10,000,000</u>	\$1,690 <u>3,819</u>
\$2,500,000 but less than \$5,000,000	\$2,579
\$5,000,000 but less than \$10,000,000	\$3,756
\$10,000,000 but less than \$2015,000,000	\$4,344 <u>4,687</u>
\$2015,000,000 but less than \$4020,000,000	\$5,574 <u>7,625</u>
\$420,000,000 and over.....	\$10,203,467 plus 0.00005 of any amount over \$420 million (Round to nearest whole dollar)

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 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.

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\$2,000,000 but less than \$5,000,000.....	\$2,650
\$5,000,000 but less than \$10,000,000.....	\$3,819
\$10,000,000 but less than \$20,000,000.....	\$4,687
\$20,000,000 but less than \$40,000,000.....	\$7,625
\$40,000,000 and over.....	\$10,467 plus 0.00005 of any amount over \$40 million (Round to nearest whole dollar)

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