

Origination Form

Specifications

Name:	Taylor Carlquist	Standard Specification Section:	8
Email:	taylor.carlquist@dot.state.fl.us	Special Provision:	
Date:	2025-06-24T13:21:38Z	Associated Specs:	Liquidated Damages need to be updated in the Design Build Boilerplate and SP0081000

Summary:

Changes throughout Standard Specification Section 8 include: 8-3.2 - Minor language revision. 8-4.4 - To accommodate overlapping construction activities contracted by the Department or by third parties being completed simultaneously within the project limits. 8-4.8 - Special Provision (SP0080408) language that is being moved to the Standard Specifications. 8-10.2 - Standard update for the liquidated damages rates per FL Statutes Section 337.18.

Justification:

To align with current processes and procedures

Do the changes affect other types of specifications?

Special Provisions

List Specifications Affected:

SP0081000

Other Affected Documents/Offices	Contacted	Yes/No
Other Standard Plans		No
Florida Design Manual		No
Structures Manual		No
Basis of Estimates Manual		No
Approved Product List		No
Construction Office		No

Maintenance Office		No
Materials Manual		No
Traffic Engineering Manual		No

Are changes in line with promoting and making progress on improving safety, enhancing mobility, inspiring innovation, and fostering talent; explain how?

Yes, revising Department Specifications is essential to ensure that accurate information and instructions reflect current processes and procedures, enabling fair and consistent administration of all construction contracts.

What financial impact does the change have; project costs, pay item structure, or consultant fees?

No financial impact. Standard two year update of the liquidated damages rates per Florida Statute 337.18.

What impact does the change have on production or construction schedules?

None

How does this change improve efficiency or quality?

By ensuring these Specifications are updated to reflect current processes, enhance clarity, and align with the Florida Statutes.

Which FDOT offices does the change impact?

Construction

What is the impact to districts with this change?

None

Does the change shift risk and to who?

No

Provide summary and resolution of any outstanding comments from the districts or industry.

Comments and Responses are available on the Track the Status of Revisions hyperlink located on the Specifications landing page: <https://www.fdot.gov/programmanagement/Specs.shtm>

What is the communication plan?

Through the established specification revision process (e.g., Internal and Industry Review)

What is the schedule for implementation?

The Standard Specifications eBook and Workbook are effective July 1st every year.

PROSECUTION AND PROGRESS (REV 6-24-25)

SUBARTICLE 8-3.2 is deleted and the following substituted:

8-3.2 Submission of Contract Schedule: Within 21 calendar days after Contract award or at the preconstruction conference, whichever is earlier, submit to the Engineer a Contract Schedule for the project. The Engineer will review and respond to the Contractor within 15 calendar days of receipt.

Provide a Contract Schedule that shows the various activities of work in sufficient detail to demonstrate a reasonable and workable plan to complete the project within the Contract Time. Show the order and interdependence of activities and the sequence for accomplishing the work. Describe all activities in sufficient detail so that the Engineer can readily identify the work and measure the progress of each activity. Show each activity with a beginning work date, and a duration, ~~and a monetary value~~. Include activities for procurement fabrication, and delivery of materials, plant, and equipment, and review time for shop drawings and submittals. Include milestone activities when milestones are required by the Contract Documents. In a project with more than one phase, adequately identify each phase and its completion date, and do not allow activities to span more than one phase.

Conduct sufficient liaison and provide sufficient information to indicate coordination activities with utility owners that have facilities within the limits of construction have been resolved. Incorporate in the Contract Schedule any utility work schedules included in the Contract Documents unless the utility company and the Department mutually agree to changes to the utility schedules shown in the Contract.

Submit a working plan with the Contract Schedule, consisting of a concise written description of the construction plan.

The Engineer will return inadequate Contract Schedules to the Contractor for corrections. Resubmit a corrected schedule within 15 calendar days from the date of the Engineer's return transmittal.

Submit an updated Contract Schedule, for Engineer's acceptance, if there is a significant change in the planned order or duration of an activity. The Engineer will review the corrected schedule and respond within 7 calendar days of receipt.

By acceptance of the Contract Schedule, the Engineer does not endorse or otherwise certify the validity or accuracy of the activity durations or sequencing of activities. The Engineer will use the accepted schedule as the baseline against which to measure the progress.

If the Contractor fails to finalize either the initial or a revised Contract Schedule in the time specified, the Engineer may withhold all Contract payments until the Engineer accepts the schedule.

The Contract Schedule may indicate a completion date in advance of the expiration of Contract Time. However, the Department will not be liable in any way for the Contractor's failure to complete the project prior to expiration of Contract Time. Any additional costs, including extended overhead incurred between the Contractor's scheduled completion date and the expiration of Contract Time, shall be the responsibility of the Contractor. The Contractor shall not be entitled to claim or recover any such costs from the Department.

SUBARTICLE 8-4.4 is deleted and the following substituted:

8-4.4 Coordination with other Contractors: Construction activities within the project limits may be performed by other Contractors contracted by the Department, third parties, or other government agencies within the project's Right-of-Way. Coordinate with other Contractors, third parties, or other government agencies to sequence the Contract Work with the spirit of the Contract Documents and in a proper sequence relative to the adjacent and/or overlapping work, as directed by the Engineer. Provide access within the project limits, adjust work zone signs and temporary traffic control devices, and move or dispose of materials, as appropriate. ~~Sequence the Work and dispose of materials so as not to interfere with the operations of other Contractors engaged upon adjacent work; coordinate the Work, including the placement of work zone signs and temporary traffic control devices, to that of others in a proper manner, in accordance with the spirit of the Contract Documents; and perform the work in the proper sequence in relation to that of other Contractors; all as may be directed by the Engineer.~~

Each Contractor is responsible for any damage done by it or its agents to the ~~adjoining~~ work ~~being~~ performed by another Contractor.

SUBARTICLE 8-4.8 is deleted and the following substituted:

8-4.8 Fencing: Erect permanent fence as a first order of business on all projects that include fencing where the Engineer determines that the fencing is necessary to maintain the security of livestock on adjacent property, or for protection of pedestrians who are likely to gain access to the project from adjacent property. Secure the Right-of-Way on Limited Access Facilities at all times by a fence, either temporary or permanent, that meets the height of the existing fence or the height required in the Contract whichever is higher.

SUBARTICLE 8-10.2 is deleted and the following substituted:

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 and under.....	<u>\$1,318</u> 904
\$300,000 but less than \$2,000,000.....	<u>\$1,609</u> 1,685
\$2,000,000 but less than \$5,000,000.....	<u>\$2,529</u> 2,667
\$5,000,000 but less than \$10,000,000.....	<u>\$3,498</u> 3,813
\$10,000,000 but less than \$20,000,000.....	<u>\$4,752</u> 5,021
\$20,000,000 but less than \$40,000,000.....	<u>\$6,703</u> 7,442
\$40,000,000 and over....	<u>\$11,171</u> 10,224 plus 0.00005 of any amount over \$40 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.