

# Origination Form

## Specifications

<b>Name:</b>	Taylor Carlquist	<b>Specification Number:</b>	7-14
<b>Email:</b>	taylor.carlquist@dot.state.fl.us	<b>Associated Specs:</b>	None
<b>Date:</b>	2024-06-25T16:01:22Z	<b>Verified:</b>	VERIFIED

### Summary:

Third Party Damages deductible - The Contractor may be reimbursed proportionally, up to the amount of the deductible as long as the Department is successful in recovery and the project is not in paid off status.

### Justification:

Additional language was needed to clarify that a project cannot be paid off (closed) and receive reimbursement for third party damages.

### Do the changes affect other types of specifications?

Neither

### List Specifications Affected:

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	Tim Lattner and Olivia Townsend	Yes
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?**

The revision to Specification 7-14 provides further process clarification and ensures consistency in carrying out Department of Transportation policies and helps ensure that all construction contracts are successfully administered on a fair and equal basis.

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

No impact.

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

No impact.

**How does this change improve efficiency or quality?**

Further clarification improves the quality of our Specifications and enhances statewide consistency.

**Which FDOT offices does the change impact?**

Construction

**What is the impact to districts with this change?**

No impact.

**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.

## LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC (REV 6-25-24)

ARTICLE 7-14 is deleted and the following substituted:

### **7-14 Contractor's Responsibility for Work.**

The Contractor will take charge and custody of the Work and take every necessary precaution against damage to the Work, by the action of the elements or from any other cause whatsoever, until the Department's final acceptance of the Work. The Contractor will rebuild, repair, restore, and make good, all damage to any portion of the Work occasioned by any of the above causes before final acceptance of the Contract.

The Department will have no obligation to pay any reimbursement for damage caused by the execution or nonexecution of the Work by the Contractor or its sub-contractors, or damage the Contractor was negligent in preventing.

For damage to installed material caused by third parties, the Contractor may pursue recovery from the third party or seek reimbursement from the Department, but not both. The Department will not reimburse the Contractor for repair costs due to damage to installed material caused by known third parties unless the Contractor has contacted law enforcement within 14 days of the damage, filed a report, and provided the report to the Department within 14 calendar days of receiving the report from law enforcement. Upon submission of the report to the Department, the Department solely retains the right to pursue recovery from the known third party. If damage to installed material is caused by a known third party, the Department will reimburse the Contractor for costs associated with the repair after reducing the amount of the repair cost by a \$2,000.00 deductible for each occurrence, borne solely by the Contractor. If the project is not in "Paid Off" status and the Department is successful in recovery, the Contractor may be reimbursed proportionally, up to the amount of the deductible.

If damage to installed material other than guardrail, guardrail transitions and end treatments, and crash cushions is caused by an unknown third party, the Department will reimburse the contractor for 50% of the cost of the repair after reducing the amount of the repair cost by a \$2,000.00 deductible for each occurrence, borne solely by the Contractor. Repair costs for damage to guardrail, guardrail transitions and end treatments, and crash cushions installed as part of the work caused by unknown third parties will be reimbursed at the manufacturer's/distributor's invoice price for the new materials/parts plus 20% markup. The 20% markup is compensation for all necessary work, including but not limited to labor, equipment, supplies and profit, as authorized by the Engineer. Payment for any additional MOT required for the repair of guardrail, guardrail transitions and end treatments, and crash cushions installed as part of the work will be paid for under the appropriate MOT pay item.

Repair cost will be determined in accordance with 4-4. Theft and vandalism are considered damage caused by an unknown third party.

The Department may, at its discretion, reimburse the Contractor for the repair of damage to the Work not caused by a third party and due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to Acts of God, of the public enemy, or of governmental authorities.