

**ORIGINATION FORM**  
**Proposed Revisions to the Specifications**

**Date:**

**Specification Section:**

**Originator:**

**Articles/Subarticles:**

**Telephone:**

**email:**

**Why does the existing language need to be changed?**

**Summary of the changes:**

**Are these changes applicable to all Department jobs?    Yes            No**  
**If not, what are the restrictions?**

**Will these changes result in an increase or decrease in project costs?    Yes            No**  
**If yes, what is the estimated change in costs?**

**With who have you discussed these changes?**

**What other offices will be impacted by these changes?**

**Will this revision necessitate changes to the following:    BOE            PPM            SDG            CPAM**

**Design Standards                      List Affected Index Nos.**

**Other manual?**

**Are all references to external publications current?    Yes            No**  
**If not, what references need to be updated (please include changes in the redline)?**

**Will this revision necessitate any of the following:**

**Design Bulletin**

**Construction Bulletin**

**Estimates Bulletin**

Contact the State Specifications Office for assistance in completing this form.

Daniel Scheer 850-414-4130 [daniel.scheer@dot.state.fl.us](mailto:daniel.scheer@dot.state.fl.us)

Frances Thomas 850-414-4101 [frances.thomas@dot.state.fl.us](mailto:frances.thomas@dot.state.fl.us)

Debbie Toole 850-414-4114 [deborah.toole@dot.state.fl.us](mailto:deborah.toole@dot.state.fl.us)

Ray Haverty 850-414-4129 [ray.haverty@dot.state.fl.us](mailto:ray.haverty@dot.state.fl.us)

*This text has been moved to a Maintenance Contract Special Provision.*

**AWARD AND EXECUTION OF CONTRACT.**

**(REV ~~12-21-12~~-4-15) (FA 1-10-13) (1-15)**

~~ARTICLE 3-1. The first paragraph is expanded by the following:~~

~~—————In the event of any discrepancy in the three entries for the price for any item, the Department will evaluate the bid based on the unit price as shown in words unless the extension and the unit price shown in figures are in agreement with each other, in which case, the Department will evaluate the bid based on the amounts in agreement over the unit price shown in words.~~

~~SUBARTICLE 3-2.2 is deleted.~~

~~SUBARTICLE 3-5.1 is expanded by the following:~~

~~—————If this Contract is for an improvement, demolition, or removal Contract of \$25,000 or less, the security may be a cashier's check, certified check or bank or postal money order. The Department will deposit and hold the security, paying no interest throughout the life of the Contract. The security will not be refunded until written notice of final acceptance is issued by the Department.~~

District Let Contracts less than \$250,000 and all Maintenance Contracts.

*This text has been moved to a Maintenance Contract Special Provision.*

## **LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC.**

**(REV ~~4-18-142-4-15~~ (1-15))**

~~SUBARTICLE 7-7.1 is expanded by the following:~~

~~\_\_\_\_\_ Clearly and legibly identify the owner of all equipment on the Department's right-of-way.~~

~~SUBARTICLE 7-13.2 is deleted and the following substituted:~~

~~\_\_\_\_\_ **7-13.2 Commercial General Liability Insurance:** Carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Contract. Such insurance will be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG-00 01) as filed for use in the State of Florida. Cause the Department to be made an Additional Insured as to such insurance. Such coverage must be on an "occurrence" basis and include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured must be primary as to any other available insurance and not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage must not be less than \$250,000 for each occurrence and not less than a \$500,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein must apply fully to the work or operations performed under the Contract, and may not be shared with or diminished by claims unrelated to the contract. Pay all deductibles as required. No policy/ies or coverage described herein can contain or be subject to a Retention or a Self-Insured Retention. Prior to the execution of the Contract, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department must be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates will not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.~~

*This text has been moved to a Maintenance Contract Special Provision.*

**PROSECUTION AND PROGRESS.**

(REV ~~6-18-122-4-15~~) (~~1-15~~)

~~SUBARTICLE 8-3.2 is deleted.~~

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

**~~8-8 Contractor Non-Responsibility.~~**

~~Section 337.16(2) of the Florida Statutes and Rule 14-22, Florida Administrative Code (FAC), establish certain requirements for Contractors bidding on construction Contracts less than or equal to \$250,000 or any maintenance Contracts, and authorize ineligibility to bid due to Contractor non-responsibility.~~

~~For maintenance Contracts, the Department will review and rate the performance of each Contractor using the Contractor Field Performance Report. The Contractor will receive written notification of the Field Performance Report and will be given an opportunity to resolve disputes concerning the rating.~~

~~SUBARTICLE 8-9.1. The first paragraph is expanded by the following:~~

~~(1) fails to provide all required insurance and to keep said insurance in force during the duration of the Contract.~~

*This text has been moved to a Maintenance Contract Special Provision.*

## **MEASUREMENT AND PAYMENT.**

**(REV ~~10-29-08~~2-4-15) (FA 1-16-09) (1-15)**

~~SUBARTICLE 9-5.1 is expanded by the following:~~

~~————— If the work extends over a period in excess of 45 calendar days, the Contractor may claim partial payment for work completed and accepted by the Department by submitting an invoice based on the pay items and unit prices contained in the Contract to the Engineer in charge of the project. Upon approval, the invoice will be processed for payment.~~

~~————— Submit bills for fees or other compensation for services or expenses in detail, sufficient for a proper pre-audit and post-audit. If travel expenses are specifically authorized by the Contract Documents, submit them to be paid in accordance with the rates specified in Section 112.061, Florida Statutes.~~

~~SUBARTICLE 9-5.4 is deleted and the following substituted:~~

~~————— Any sums owed to the Department by the Contractor on any account may be deducted from such payment estimates. Where more than one project or job (separate job number) is included in the Contract, the reduced retainage shall be distributed to each separate project or job in the ratio that the Contract value of the work for the particular job bears to the total Contract amount. Retainage will be released upon satisfactory completion of all work and the completion of any conditional acceptance waiting periods.~~

~~ARTICLE 9-9 is expanded by the following:~~

~~————— Section 215.422(5), Florida Statutes, requires the Department to include a statement of vendor (Contractor) rights. Contractors are hereby advised of the following:~~

~~————— Contractors providing goods and services to an agency should be aware of the following time frames: Upon receipt, an agency has five working days to inspect and approve the goods and services, unless the bid specifications, purchase order or Contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, by the Department of Transportation.~~

~~————— If a payment is not made within 40 days, a separate interest penalty at the rate established pursuant to Section 55.03(1), Florida Statutes will be due and payable, in addition to the invoice amount, to the Contractor. The interest penalty provision applies after a 35-day time period to health care providers, as defined by rule. Interest penalties of less than one dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.~~

~~—————A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Contractors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the Bureau of Accounting at (850) 413-5516.~~