



*Florida Department of Transportation*

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**MEMORANDUM**

**DATE:** March 10, 2016

**TO:** Specification Review Distribution List

**FROM:** Mark Wilson, P.E., Acting Manager; Program Management Office

**SUBJECT:** Proposed Specification: **0072402 Legal Requirements and Responsibility to the Public.**

In accordance with Specification Development Procedures, we are sending you a copy of a proposed specification change.

This change was proposed by Terry Watson of the Department's Equal Opportunity Office (EOO) to update the language for current Federal requirements.

Please share this proposal with others within your responsibility. Review comments are due within four weeks and should be sent to Mail Station 75 or online at <http://www2.dot.state.fl.us/ProgramManagement/Development/IndustryReview.aspx>. Comments received after **April 7, 2016**, may not be considered. Your input is encouraged.

MW/dt  
Attachment

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC.**  
**(REV 2-19-16)**

SUBARTICLE 7-24.2 is deleted and the following substituted:

**7-24.2 Required Contract and Subcontract DBE Assurance Language:** In accordance with 49 CFR 26.13 (b), the Contract FDOT signs with the Contractor (and each subcontract the prime Contractor signs with a subcontractor) must include the following assurance: “The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to,

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible.”