



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

December 1, 2021

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

Re: State Specifications Office
Section: **007**
Proposed Specification: **0071303 LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC.**

Dear Mr. Nguyen:

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

The changes are proposed by Alan Autry to require railroad protective liability insurance documents be submitted at the preconstruction conference.

Please review and transmit your comments, if any, within two weeks. Comments should be sent via email to 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/jj

Attachment

cc: Florida Transportation Builders' Assoc.
State Construction Engineer

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC
(REV 08-16-21)

SUBARTICLE 7-13.3 is deleted and the following substituted:

7-13.3 Insurance Required for Construction at Railroads: When the Contract includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, you shall, in addition to the insurance coverage required pursuant to 7-13.2 above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to subsection 7-13.2 above. ~~Prior to the execution of the Contract~~ At the preconstruction conference, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, 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 shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC
(REV 08-16-21)**

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7-13.3 Insurance Required for Construction at Railroads: When the Contract includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, you shall, in addition to the insurance coverage required pursuant to 7-13.2 above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to subsection 7-13.2 above. At the preconstruction conference, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, 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 shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.