

## ORIGINATION FORM

**THE INFORMATION BELOW IS TO BE PROVIDED BY THE ORIGINATOR**

(The person who receives or originates the issue and needs to forward the issue for action.)

Modify Specification \_\_\_\_\_7\_\_\_\_\_.  
Section/File number

New Section \_\_\_\_\_.  
Section number

**Subject:**

Traffic Signs, Signal Equipment, Highway Lighting and Guardrail Contractor's Responsibility for Work

**Origination date:** 5/3/05

**Originator:** Tim Lattner  
**Office/Phone:** State Construction / (850) 414-4167  
**Email address/** [Tim.Lattner@dot.state.fl.us](mailto:Tim.Lattner@dot.state.fl.us)  
**Userid:** CN982TL

**Problem statement:** The concern is that these specifications are not consistent on what damages the Department will pay for. In an effort to provide consistency between the specifications the proposed language is provided.

**Information source:** Frank O'Dea, David Sadler

**Background data:** It was discovered by the District Five Construction office that these specifications were not consistent. Therefore, Frank O'Dea forwarded his concerns to Ananth Prasad and David Sadler who determined it would be best to revise the language as attached:

**Recommended Usage Note:** On all projects

**Desired implementation date:** Beginning with the January 2006 lettings.

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# Florida Department of Transportation

JEB BUSH  
GOVERNOR

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JOSÉ ABREU  
SECRETARY

## MEMORANDUM

**DATE:** June 7, 2005

**TO:** Specification Review Distribution List

**FROM:** Duane F. Brautigam, P.E., State Specifications Engineer

**SUBJECT:** **Proposed Specifications Change: 0071104 Legal Requirements and Responsibilities to the Public**

In accordance with Specification Development Procedures, we are sending you a copy of a proposed specification change to Section 7 Legal Requirements and Responsibilities to the Public.

This change was proposed by Tim Lattner of the State Construction Office to provide consistency in the specifications as to what damages the Department will pay for.

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 to my attention via e-mail at SP965DB or duane.brautigam@dot.state.fl.us. Comments received after July 7<sup>th</sup>, 2005 may not be considered. Your input is encouraged.

DFB/ft

Attachment

COMMENTS:

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Submitted by:

Phone #:

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**LEGAL REQUIREMENTS AND RESPONSIBILITIES TO THE PUBLIC  
(REV 5/3/05)**

Subarticle 7-11.4 (Page 64) is deleted and the following substituted:

**7-11.4 Traffic Signs, Signal Equipment, Highway Lighting and Guardrail:** Protect all existing roadside signs, signal equipment, highway lighting and guardrail, for which permanent removal is not indicated, against damage or displacement. Whenever such signs, signal equipment, highway lighting or guardrail lie within the limits of construction, or wherever so directed by the Engineer due to urgency of construction operations, take up and properly store the existing roadside signs, signal equipment, highway lighting and guardrail and subsequently reset them at their original locations or, in the case of widened pavement or roadbed, at locations designated by the Engineer.

~~If the Department determines that damage to such existing or permanent installations of traffic signs, signal equipment, highway lighting or guardrail is caused by a third party(ies), and is not otherwise due to any fault or activities of the Contractor, the Department will, with the exception of any damage resulting from vandalism, compensate the Contractor for the costs associated with the repairs. Repair damage caused by vandalism at no expense to the Department.~~

~~Payment for repairs will be in accordance with 4 3.4.~~

Article 7-14 (Page 69) is deleted and the following substituted:

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

Until the Department's acceptance of the work *in accordance with 5-11*, take charge and custody of the work, and take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever, arising either from the execution or from the nonexecution of the work. Rebuild, repair, restore, and make good, without additional expense to the Department, all injury or damage to any portion of the work occasioned by any of the above causes before its completion and acceptance, except that in case of extensive or catastrophic damage, the Department may, at its discretion, reimburse the Contractor for the repair of such damage 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, *but in no instance will damage resulting from vandalism be considered.*