

## COMMENTS RECEIVED FROM INDUSTRY REVIEW

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**Nathaniel G. Winthrop**

Duane,

Let me introduce myself. I am a project manager for the prime contractor, Cone & Graham, Inc., and am currently working on the THCEA Meridian Avenue project in downtown Tampa . I believe the removal of our Lafayette Viaduct Bridge started all this fuss in the first place as it had two layers of asbestos coating paint/mastic on the existing gunite. It is a convoluted tale, to say the least, but I'll offer my two cents on the proposed specs.

- 1) We had to provide demolition notice to the Hillsborough County Environmental Protection Commission, under the Federal NESHAP self reporting guidelines. The FDEP was not involved in this process at all. Do you want notices for any and all structures to be demolished, or just those containing asbestos. The County EPC 's opinion was that any bridge demolition required notice to them, which of course the FDOT had ignored for years. Also the liscensed asbestos contractor was required to submit the notice, survey, and removal work plan. Jurisdiction and responsibility for notice given the presence of asbestos, should be carefully considered prior to letting the project. We provided notice and were then cited and fined for not having performed an asbestos survey! If we had provided notice and indicated asbestos, but were not an abatement contractor we would also have been subject to penalties. We were one entity eventually performing all of the required abatement and demolition. How two different entities would have been viewed by the EPC is a good question.
- 2) We employed the asbestos abatement contractor under our contract. The abatement process had to be performed in several phases, requiring City road closures below, state road closures above, sealed containment structures which could not be erected in winds above 15 mph, a CSX rail closure, and alternate grain deliveries by truck for the Con Agra silos. A real mess. Some of the asbestos material was removed prior to demo, some had to be removed after dismantlement, some could not be removed and had to be hauled in large intact pieces to a licensed pit. The language in your proposed spec would just not have worked with two separate contractors, period, without extended delays, and massive exposure to claims. Some thought should be given to including the work under the prime, or providing great detail in plans as to staging areas and schedules for phased removal. We began the abatement process in July 04 and finished in Feb '05 and were lucky it went as well as it did.
- 3) The use language in the unfit spec may cause the FDOT headaches for asbestos waterline, phone conduits that are routinely abandoned in place by utility agencies when it becomes expensive to remove on their nickel. Many of the State's existing UAO agreements allow these parties to abandon these asbestos

facilities. Is it the intent of the FDOT to remove any and all asbestos material from the project limits under any circumstance?

From all indications, our bridge was a unique situation, a red headed orphan built by the state in the 20's, maintained by the City of Tampa through the late 90's, rehabbed by the state in the 70's, maintained again by the City and probably coated with the asbestos paint and mastic by the City in the mid to late 70's, and then given to the THCEA for removal. It will probably never happen again, and in all likelihood these specs will not be field tested.

Feel free to cal me if you have any other questions.

**CONE & GRAHAM, INC.**  
**Heavy Civil Construction**  
**(813) 917-2402 cell**

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**Kenneth E Weldon**

Dean I am informed that you had input into the proposed language and that I should discuss it with you. The below proposed technical special provision revision creates some concern in regards to utilities for which I am responsible to review for impact. Aside from that issue, the original technical special revision also presents problems thru the use of superlatives such as "any" or "any way." These terms creates requirements that actually exceed the requirements of the referenced regulatory agencies. As such the complete technical specification should be rewritten. Just referencing the regulatory agencies sufficiently addresses the issues such that the proposed added language is unnecessary and in fact becomes limiting. Please access the following link for a general list of items we use everyday that contain asbestos. This will demonstrate why you should not use superlatives.

<http://www.justmeso.com/asbestos/products.html>

If it is deemed necessary to include something like this in the technical special provisions / specs, then it should be limited in some way as to describe a quantity or free form such as "friable and capable of getting into the air." As the technical special provision exists I must oppose it, regardless of application to utilities. I need a specific statement that this technical special provision will or will not be applied to utilities, and contractors of utilities, and if so to what degree. If it does apply, I am obligated to inform them so they can input per Chapter 120 FAC.

Thank You!  
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Florida Department Of Transportation  
State Utility Engineer  
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**Bill Richards**

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Comments:

In 110-6.6, the last sentence of the last paragraph, you reference resumption of operations after the issuance of a notice to proceed. Notice to proceed is in 8-3.3, 8-9 and 5-1.4.7.3. In these sub articles the use of the word has the same meaning; however, in your case it does not as the notice to proceed has already been issued.

I would suggest you use the same as you did in the last paragraph of 110-6.5. This would avoid any confusion.

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**Bob Dion**

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Comments:

110-6.6, 3rd paragraph has a reference to 'Prime Contractor'. This is not defined in the spec book, suggest changing this to Contractor, deleting 'Prime'. See Section 1 definition of Contractor.

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