



Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

STEPHANIE KOPELOUSOS
SECRETARY

November 3, 2010

Monica Gourdine
Program Operations Engineer
Federal Highway Administration
545 John Knox Road, Suite 200
Tallahassee, Florida 32303

Re: Office of Design, Specifications
Section **007**
Proposed Specification: **0071106 Legal Requirements and Responsibility to the Public.**

Dear Ms. Gourdine:

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

This change was implemented as a Special Provision in Mandatory No. 3, effective January 2011, to the January 2011 Workbook to incorporate recent changes to OSHA requirements regarding minimum offset distances from power lines. Additionally, language is being moved from the specifications to the FDOT Plans Preparation Manual (PPM) to clarify the responsibilities of the Designer and the Contractor.

Please review and transmit your comments, if any, within two weeks. Comments should be sent via email to SP965RP or rudy.powell@dot.state.fl.us.

If you have any questions relating to this specification change, please call Rudy Powell, State Specifications Engineer at 414-4280.

Sincerely,

Signature on file

Rudy Powell, Jr., P.E.
State Specifications Engineer

RP/dt
Attachment

cc: Gregory Jones, Chief Civil Litigation
Florida Transportation Builders' Assoc.
State Construction Engineer

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC.**(REV 109-2512138-10)-(1-11)**

SUBARTICLE 7-11.6.1 (Pages 68 - 69) is deleted and the following substituted:

7-11.6.1 Arrangements for Protection or Adjustment: Do not commence work at points where the construction operations are adjacent to utility facilities ~~or other property~~, until ~~making~~*all necessary* arrangements *have been made for removal, temporary removal, relocation, de-energizing, deactivation or adjustment* with the utility facilities *owner* to protect against damage that might result in expense, loss, disruption of service, or other undue inconvenience to the public or to the owners. The Contractor is solely and directly responsible to the owners and operators of such properties for all damages, injuries, expenses, losses, inconveniences, or delays caused by the Contractor's operations.

~~The Department will make the necessary arrangements with~~*Do not request* utility ~~owners for~~ removal, *temporary removal, relocation, de-energizing, deactivation*, or adjustment ~~of utilities where the Engineer determines that such removal or adjustment is essential to the performance of the required construction. The Department will not consider relocation or adjustment requests based on the Contractor's proposed~~ *when work can be accomplished within the utility work schedules.* ~~by use of a particular method of construction or a particular type of equipment as essential to the construction of the project if the Contractor could use other common methods and equipment. without relocating or adjusting the utility. The Engineer will determine the responsibility for any such required adjustments of utilities. The Contractor shall make all requested relocations or adjustments because of delivery to the job site of Contractor-furnished materials, at no expense to the Department.~~

~~The Department considers relocations and adjustments (or other protection) under the following circumstances as essential to the construction of the project:~~

~~(1) Utilities lying within the vertical and horizontal construction limits, plus the reasonably required working room necessary for operation of equipment normally used for the particular type of construction, all as determined by the Engineer (and except as provided in paragraph (4) below). (In the case of overhead electrical conductors, that carry more than 400 V, a minimum of 10 feet clearances between the conductor and the nearest possible approach of any part of the equipment is required, except where the utility owner effects safeguards approved by OSHA:~~

~~(2) Utilities lying within the horizontal limits of the project and within 12 inches below the ground surface or the excavation surface on which the Contractor operates construction equipment, or within 12 inches below the bottom of any stabilizing course specified in the plans.~~

~~(3) Utilities lying within the normal limits of excavation for underground drainage facilities or other structures (except as provided in paragraph (4) below). Such normal limits shall extend to side slopes along the angle of repose, as established by sound engineering practice, unless the Contract Documents require support of the excavation sides by sheeting or the Contractor elects to sheet such excavation for his own convenience.~~

~~(4) Where utilities cross pipe trenches transversely within the excavation area, but not within positions from which relocation or removal is necessary, the utility owner is responsible for providing and effecting all reasonable measures for their support and protection during construction operations. Cooperate with the utility owner in the owner's effecting of such support and protective measures. The Contractor is responsible for all damage to the utility that is caused by the Contractor's neglect or failure to cooperate or to use proper precaution in performing his work.~~

In the event that ~~removal~~, temporary ~~removal~~, -relocation, ~~de-energizing, deactivation, or adjustment~~ of a utility or a particular sequence of timing in the relocation of a utility is necessary ~~and has not been addressed in a utility work schedule~~, the Engineer will ~~direct~~ *determine the necessity for any* -such ~~relocation~~ *utility work. Coordinate such work* as to cause the least impediment to the overall construction operations ~~and utility service~~. The Department is not responsible for utility ~~removal~~ *adjustments, or* temporary ~~removal~~, -relocation, ~~de-energizing, deactivation, or adjustment~~ work, ~~or for the conditions resulting therefrom~~, where such ~~adjustments are~~ *work is* (1) ~~determined~~ not necessary ~~it~~ *ated* by the ~~construction of the project~~ *Engineer*; ~~or~~ (2) done solely for the benefit or convenience of the utility owner or its contractor, or the ~~highway~~ *e* Contractor ~~where the Department considers his construction procedures to be other than normal, or~~ (3) not shown on the approved plans for the utility relocation or the construction of the project.

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC.
(REV 10-25-10)**

SUBARTICLE 7-11.6.1 (Pages 68 - 69) is deleted and the following substituted:

7-11.6.1 Arrangements for Protection or Adjustment: Do not commence work at points where the construction operations are adjacent to utility facilities until all necessary arrangements have been made for removal, temporary removal, relocation, de-energizing, deactivation or adjustment with the utility facilities owner to protect against damage that might result in expense, loss, disruption of service, or other undue inconvenience to the public or to the owners. The Contractor is solely and directly responsible to the owners and operators of such properties for all damages, injuries, expenses, losses, inconveniences, or delays caused by the Contractor's operations.

Do not request utility removal, temporary removal, relocation, de-energizing, deactivation, or adjustment when work can be accomplished within the utility work schedules. In the event that removal, temporary removal, relocation, de-energizing, deactivation, or adjustment of a utility or a particular sequence of timing in the relocation of a utility is necessary and has not been addressed in a utility work schedule, the Engineer will determine the necessity for any such utility work. Coordinate such work as to cause the least impediment to the overall construction operations and utility service. The Department is not responsible for utility removal, temporary removal, relocation, de-energizing, deactivation, or adjustment work where such work is determined not necessary by the Engineer or done solely for the benefit or convenience of the utility owner or its contractor, or the Contractor.