



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

August 15, 2024

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

Re: State Specifications Office
Section: 7
Proposed Specification: **0071305 Legal Requirements and Responsibility to the Public**

Dear Ms. Kendall:

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

The changes are proposed by Larry Ritchie to update existing specification language to clarify the requirements of Statute 337.11(15).

Please review and transmit your comments, if any, within two weeks (10 business days). Comments should be sent via email 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/dh

Attachment

cc: Florida Transportation Builders' Assoc.
State Construction Engineer

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC
(REV 7-15-24)**

SUBARTICLE 7-13.5 is deleted and the following substituted:

7-13.5 Marine General Liability Insurance: When the Contract involves work on, in, or around bridges over navigable waters and use of a vessel(s), carry Marine General Liability insurance providing continuous coverage for third-party bodily injury, property damage, personal injury, and property Protection & Indemnity Insurance (P&I) for damage or injury caused by vessels used or in connection with the use of vessel(s) by the eContractor in the performance of the work. For purposes of this specification, vessel is defined as a watercraft or other official contrivance, whether motorized or non-motorized, used to perform some or all of the work as any incidental work related to the project, which includes, but is not limited to, barges, dredges, mobile offshore drilling units, floating cranes, tugboats, ferries, and any watercraft used to transport construction workers, materials, or equipment at the project. This specification does not apply when no vessel(s) will be used, which the Contractor shall certify in writing and submit to the Department prior to Contract execution. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an “occurrence” basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available apply to both on-going and completed operations. The additional insured coverage shall be primary and non-contributory to any of the Department’s general liability insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$42,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy with a per project endorsement and \$2,000,000 products – completed operations aggregate. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract, and may not be shared with or diminished by claims unrelated to the contract. The policy/ies and coverage described herein may be subject to a deductible. Pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention-, unless approved by Department. Prior to the execution of the Contract, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, 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 or defenses the Department may have.

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