

Origination Form

Specifications

Name:	Larry Ritchie	Specification Number:	7-13.5
Email:	Larry.ritchie@dot.state.fl.us	Associated Specs:	n/a
Date:	2024-06-26T15:20:58Z	Verified:	VERIFIED

Summary:

Update to existing specification language to clarify the requirements of Statue 337.11(15)

Justification:

The language is being updated to clarify the specifics of the insurance type and amounts of coverage determined by the Department for work on, in or around bridges over navigable waters.

Do the changes affect other types of specifications?

Neither

List Specifications Affected:

Other Affected Documents/Offices	Contacted	Yes/No
Other Standard Plans		No
Florida Design Manual		No
Structures Manual		No
Basis of Estimates Manual		No
Approved Product List		No
Construction Office		No
Maintenance Office		No
Materials Manual		No
Traffic Engineering Manual		No

Are changes in line with promoting and making progress on improving safety, enhancing mobility, inspiring innovation, and fostering talent; explain how?

No, these updates are in response to our industry partners request for clarification on the requirements of FS 337.11(15)

What financial impact does the change have; project costs, pay item structure, or consultant fees?

Insurance costs may be reduced for the contracting industry as the Department is lowering the aggregate amount for the limits of coverage of the marine liability insurance.

What impact does the change have on production or construction schedules?

No impacts to production or construction schedules

How does this change improve efficiency or quality?

This change ensures that our industry partners are obtaining the proper type of marine liability insurance with the appropriate amounts of coverage for their construction projects.

Which FDOT offices does the change impact?

Construction

What is the impact to districts with this change?

None

Does the change shift risk and to who?

No

Provide summary and resolution of any outstanding comments from the districts or industry.

Comments and Responses are available on the Track the Status of Revisions hyperlink located on the Specifications landing page: <https://www.fdot.gov/programmanagement/Specs.shtm>

What is the communication plan?

Through the established specification revision process (e.g., Internal and Industry Review)

What is the schedule for implementation?

The Standard Specifications eBook and Workbook are effective July 1st every year.

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC (REV 6-26-24)

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, use 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.