

0071105FGT LEGAL REQUIREMENTS AND RESPONSIBILITY
TO THE PUBLIC - UTILITIES.
COMMENTS FROM INTERNAL/INDUSTRY REVIEW

Art Berger
FDOT, Legal

Comments: (6-25-15)

1. Send notification to FGT by overnight next day ~~courier service~~ delivery, certified mail, return receipt requested or email transmission.

Response:

No change made. The FGT Agreement specifies that a courier service must be used for overnight deliveries.

2. I have heard of waiving defenses but not claims – I don't understand this use of waive. Suggest the following: Do not bring any claims for relief, whether in contract, tort or otherwise, against FGT arising out of the Buy America.

Response:

“Waive” is the term that the Department has agreed to use per its Agreements with FGT, when including clauses about the Contractor not pursuing claims. No change made.

3. Obtain approval ~~of~~ from the Engineer prior to the use of any area over any of FGT's pipelines for temporary construction space.

Response:

Change made.

D5 Construction
FDOT

Comments: (7-6-15)

1. 7-11.5.5.1 Notifications and 7-11.5.5.2 Contractors Responsibilities should be covered in the UWS for each project that FGT has facilities in the area.

Response:

The contractor's responsibilities are spelled out in the provisions of the contract – not in a utility work schedule. These notifications are required for the contractor even when there is no utility work on the project. No change made.

2. 7-11.5.5.2.2 Encroachment Agreements The attachment C is not at the URL that is listed.

Response:

The Encroachment Agreement will be provided on a project by project basis at the URL listed. At the time of this review, there were no projects at the provided link requiring this information. No change made.

3. In the last sentence it says “perform no work within the encroachment Area on Saturday, Sunday or Holidays, unless otherwise authorized” please specify which holidays.....Like national holidays, does it include the day after Thanksgiving?

Response:
See 8-6.4. No change made.

(7-10-15) 4. 7-11-.5.5.1: should the notification head quarter address/office to be stated to eliminate any delays.

Response:
The notification address is included as part of the Encroachment Agreement. The Encroachment Agreement will be provided on a project by project basis at the URL listed in the specification.
No change made.
