

## District Construction Engineer's Meeting Notes

February 24 & 25, 2010

Double Tree Hotel, Orlando, Florida

### Attendees:

D1 – Jon Sands, Terry Muse, Scott Presson

D2 – Tim Ruelke, Ernest Garcia\*

D3 – Steve Benak

D4 – Pete Nissen

D5 – Frank O'Dea, Lorie Wilson, Jennifer Taylor

D6 – Mark Croft

D7 – Brian McKishnie, Amy Nell

TP – Matt Price

SMO – Tom Malerk\*

CO – Paul Steinman, David Sadler, Alan Autry, Nancy Aliff, Greg Jones

FHWA – Chad Thompson, Rafiq Darji

\*Present only on 2/24/2010

### Follow-up items discussed during October 2009 Meeting

1. Warranty Administration (Jon Sands)

We recently learned that Warranty Letters for corrective action need to be sent out by the State Construction Office. The Districts administer the entire project and the entire warranty process, can these corrective action letters to the contractor still be sent from the Districts with a copy to the SCO?

*The current process was agreed to with Industry. Districts would prefer to issue these letters rather than the State Construction Office (SCO). SCO has no objection to this process change and will update CPAM accordingly.*

**UPDATE:** Jerry Rudd is finalizing a CPAM Warranty Chapter which will include a requirement for the corrective action letter to be issued (signed) by the DCE.

*DCE's delegation of signature authority to an Operation Center Engineer or a Resident Engineer should not occur. Districts are to copy the State Construction Office (SCO) attention: Jerry Rudd on all corrective action warranty letters.*

2. Method of Calculating Embankment and Excavation (Frank O'Dea)

*D5 design asked DCE's & SCO to discuss definition and classification of "Original Ground line". Need to consistently identify the original ground line the same for existing*

concrete pavements and asphalt pavement areas. SCO (David Chason) will look into this further based on the below email from D5.

**UPDATE:** SCO (David Chason) is reviewing this and will provide an update as soon as the review is complete.

3. Manufacturer Field Rep on Bridge Joint Installations (Pete Nissen)

*Discussed requiring a field representative be on site when these items (modular joints) are installed. Central Office Design and Specifications does not support requiring this via a TSP, SP or Standard Specification. SCO (Steve Plotkin) will discuss this with Central Office Design/Specifications and provide an update to DCE's.*

**UPDATE:** Pete Nissen to coordinate a proposed Technical Special Provision with Steve Plotkin.

The specifications office pointed out some concerns to consider if we do require a manufacturer's rep to be present for the installation of modular joints and they are as follows:

- If this requirement is added then it must be made clear exactly what employee of the manufacturer we want on site. In the past, manufacturers have sent sales type people whose technical knowledge was lacking and who were not able to offer meaningful assistance. The spec language will have to describe the qualifications of the rep in detail in order to be certain of getting an individual on site that can provide real benefit.
- If we do get a qualified rep then that person will almost always be coming from somewhere outside Florida which will cost the Contractor and ultimately the FDOT for high travel expenses.
- Scheduling this individual at exactly the right time will be a challenge since there is travel from far away and this may have project schedule impact with consequent costs that get passed on.

4. Use of Contingency Supplemental Agreements (Paul Steinman/Steve Carter)

*Discussed additional CSA pay items made available in March 2009 (Bulletin 01-09). Currently Site Manager limits CSA's to 5. An update to CPAM 7.4 will be issued in 2010 to reflect the current requirements. Districts are encouraged to coordinate with District Secretaries and program larger contingency amounts if needed.*

**UPDATE:** The language of bulletin 01-09 has been incorporated into CPAM 7.4 which has been submitted to the Forms & Procedures Office for posting to the on-line review site.

5. Arithmetic Mean Update (Paul Steinman)

Following is a comparison of three projects from different districts comparing the Arithmetic Mean with the Average Method.

Base course project size: 18929 SY - Arithmetic Mean = +\$28,242; Average method per design mix = +\$24,062

Base course project size: 7480 SY - Arithmetic Mean = --\$22,875; Average method per design mix = +\$29,280

Structure course project: 23,754 TN; 309509 SY - Arithmetic Mean = \$1,875; Average method per design mix = +\$6,035

*Discussed the above comparison and the value or benefit of completing the arithmetic mean method. SCO (David Chason) will establish a method of using cores used for density as the means for calculating thickness.*

**UPDATE:** David Chason is working with D3 and has identified a project which starts in April where the cores will be measured in the field to obtain the information requested. This project is schedule to last until the end of this year. David plans to compare all three methods.

1. In accordance with the contract.
2. Cores
3. Overall

This project only has one lift of structural course. David will identify another project to evaluate.

*DCE's suggested SCO analyze a broader range of projects prior to making any final determinations. D5 has/will submit a project(s) as part of the analysis.*

6. (Lorie Wilson) The new specification on Signals 611-2.3.3 requires that we hold 15% retainage for as-builts. Also the proposed 104-6.6 specification as currently written and under review states that final payment is to be withheld until the as-builts are received. Our question is, how is this being implemented statewide? It is cumbersome when you hold 15% on each item. . What final payment, what if the contractor is in the negative?

*Site Manager processes for handling this on each signalization is cumbersome on district staff. Polled Districts to determine how this is being handled. Industry (via LESS committee) requested this be reduced to 5%. Industry claims these are being submitted monthly and then timely upon final acceptance. Discussed alternate proposals to withhold payment or qualifications (perhaps part of 9-8 submittals). SCO (Stefanie Maxwell & Larry Ritchie) will review with Central Office Legal and will provide an update to the DCE group.*

**UPDATE:** SCO is working on an ADHOC report for SiteManager which would automatically perform the required calculations. Project staff would then use this report to perform a contract adjust on the estimate to withhold the 15% until such time as the as-builts are received.

*Proposed specification change to 9-8 has been developed and is being evaluated by SCO. This proposed specification change will also require changes to other specifications (104, 555, 556, 557 & 611) if approved.*

7. Fuel & Bit counts against FTC time & money measures – any way to change that? (Pete Nissen)  
*The group discussed these potential built in performance measure impacts. Districts would like consistency with numbers reported to FTC annually, Executive Directors monthly, etc. SCO will review and discuss this further. Each DCE is to summarize specific examples and send them to Paul Steinman.*

**UPDATE:** DCE's need to provide this information to Paul.

*The group discussed current methodology used to develop the annual FTC report vs. the methodology used to develop monthly reports provided to the Executive Board. It was suggested that SCO (Doug Martin) follow-up with Keith Hinson (D3) for a detailed explanation of the differences between these reporting methods.*

8. 4-3.1 – 'automatic' renegotiation with significant change (Pete Nissen)  
*Discussed the current language of 4-3.1 and specific examples where major items of work were under-run. Specific examples will be provided to SCO by Districts 4 (Pete Nissen) & 7 (Brian McKishnie). These will be reviewed by SCO and if necessary, the specification will be revised.*

**UPDATE:** Continue discussion. See Item 14 (New Business).

9. Modified Special Provision on thermoplastic placement. 30 day cure versus 14 day cure (Brian McKishnie)  
*Discussed consistency of thermoplastic cure periods among the districts. Districts should gather and provide data to demonstrate whether or not tracking issues occur when a 14 day cure period is used (audible and standard thermo should be observed). Some districts currently place thermo via construction contracts while other districts placing thermo via maintenance contracts.*

**UPDATE:** Districts need to provide this information if a change is to be made. **SCO (Stefanie Maxwell) is currently drafting a Value Added Pavement Marking Developmental Specification.**

10. Jon Sands 10-28-09 e-mail forwarded on 10-29-09.  
*Discussed the payment of Mobilization during the design phase of D/B projects. SCO (Alan Autry) will review current payment MOB guidelines and update the D/B guidelines to convey intent.*

**UPDATE:** Example Schedule of Values posted on SCO website was updated as of 11/19/2009.

11. Jon Sands 10-28-09 e-mail forwarded on 10-29-09.  
*Return receipt e-mails - Can this be used as a method of documentation delivery in lieu of Certified Mail? SCO (Alan Autry) will discuss with Central Office Legal to obtain a determination on this proposal.*

**UPDATE:** Since most e-mails systems allow the recipient an option to return a delivery receipt, use of the return receipt e-mail as the method of delivering those documents which require a certified return receipt is not advised.

**SCO (Alan Autry) will review CPAM and other (Prep & Doc Manual) requirements to determine which letters must be sent via certified mail and update those documents accordingly.**

12. FDOT following National Electric Code vs. other (local) codes –  
*Typically this is a request of the Maintaining Agencies. Paul to follow up with Central Office Design on this issue.*

**UPDATE: SCO (Stefanie Maxwell/Alan Autry) is reviewing and coordinating a solution to this issue with Design/Traffic Operations.**

### **New Business**

1. Greg Jones updated the group on the recently approved E&O procedure.
2. Storage of Construction Materials on Bridge Decks – Specification 400-17.2 (Paul Steinman)

**400-17.2 Storing Materials on Bridge Slabs:** *Do not store heavy equipment or material, other than light forms or tools, on concrete bridge slabs until 14 days after they have been poured. For all stockpiles, tools, and equipment stored on bridge slabs at any time, obtain prior approval by the Department, and the Engineer will require any such stored materials or equipment to be dispersed in order to avoid overloading any structural part.*

*The group discussed the requirement of the specification shown above and the DCE's should raise awareness of this specification with construction personnel in each district. A concern over temperature requirements was raised. The DCE group proposed that the contractors Specialty Engineer be involved by ensuring stored materials or equipment is dispersed such that overloading of any structural part is avoided. SCO (Steve Plotkin) will evaluate the current specification requirements as well as these concerns and develop a proposed specification change as necessary. The specification is currently being modified and Steve will coordinate a review with Rudy Powell to provide comments as a result of a review.*

3. Durable Paint (Stefanie Maxwell/Paul Steinman) – July 2010 Specification Workbook will include a Special Provision to allow the use of durable paint on Maintenance Contracts. This SP should not be used on Construction Contracts in lieu of thermoplastic markings nor should it be used on Maintenance Contracts used to place thermoplastic markings on recently completed Construction projects.

*The group discussed the current Maintenance SP and awareness was raised that this SP should not be used on active or recently completed construction projects as a means to place traffic markings in lieu of thermoplastic markings due to the 10 minute set-to-bear timeframe required by the materials governed by the Maintenance SP. This extended set-to-bear timeframe will lead to undesirable tracking of the paint.*

4. Standardized Work Orders for DCE Memo's (Paul Steinman/Jennifer Taylor) – The link below is provided for review prior to the meeting. The DCE group will discuss potential statewide implementation.

<http://d5web.d5.dot.state.fl.us/operations/01/memos.htm>

*The group reviewed and discussed the process currently being used by D5. SCO (Alan Autry) will further review this process for Statewide implementation and coordinate a review with Central Office Legal of the standardized language which will be part of each Work Order issued to incorporate DCE memos into construction contracts.*

5. DBE Reporting (Paul Steinman/Lorie Wilson) – The following email and document at the link below are provided for review prior to the meeting:

*From: Wilson, Lorie  
Sent: Tuesday, January 12, 2010 8:46 AM  
To: Steinman, Paul J.  
Cc: Taylor, Jennifer; O'Dea, Frank  
Subject: DCE Meeting Agenda Item*

*We would like an agenda item to discuss DBE reporting, I've spoken with most of the districts and we all have issues with how the Anticipated DBE statements get reported and would like to have some clear guidance.*

**Proposed Highway DBE Goal (Attachment)**

From Chapter 2.5 of the Contract Compliance Workbook:

**2.5.2 Anticipated DBE Participation Statement: Initial Submission and Revisions** *FDOT Form 275-030-11A, Anticipated DBE Participation Statement (ADBEPS) is used by the prime contractor to report planned DBE utilization and utilization updates. The form must be submitted to the Resident Compliance Specialist at the Preconstruction Conference. District Compliance offices will ensure prompt submission of the ADBEPS to the Equal Opportunity Office within three (3) working days of that Conference. As DBEs are added or removed from projects, or as dollars to DBE Subcontractors change, contractors are encouraged to submit revised ADBEP Statements to the Resident Compliance Specialist as soon as changes occur to ensure reporting accuracy. Changes and updates to the ADBEPS should not be held for end-of contract submittals. Prime contractors who are certified DBEs must submit an ADBEP Statement and specify that portion of the contract which will be performed directly by them with their own workforces. Other DBE subcontractors that the prime DBE anticipates using are also listed.*

Follow-up email from Kim Smith

**From:** Smith, Kim

*Section 2.5 of the Contract Compliance Workbook describes the process for the submission of the Anticipated DBE statement. The Workbook is on the EEO website at:*

<http://infonet/equalopportunityoffice/Contract%20Compliance/CCWorkbook.htm>

*It's not a lot of guidance; the prime is to submit at the preconstruction conference and the Resident Compliance Specialist is to submit to the EEO within 3 days. What is not included in the procedure is what to do if the Anticipated DBE statement doesn't include enough DBE participation*

to satisfy FDOT administrators. This is tricky because we presumably have a voluntary program – goals are not set for each project and contractors are “encouraged” to use DBEs with the veiled threat that if the industry as a whole doesn’t step up and meet the overall state goal, then the mandatory program will be reinstated. What typically happens is that prime contractors submitting Anticipated DBE statements with low projected DBE participation will get a call from the District Secretary or one of the Directors where they discuss the importance of meeting the state goal and avoiding the need to return to the mandatory program. This executive involvement is not specified anywhere in procedure, but this persuasion is a very important element in boosting the DBE numbers of those contractors that might not fully embrace the program.

*The group discussed current methodology used to develop the DBE reporting calculations as reported at the monthly Executive meetings. Districts are experiencing difficulty confirming the calculations which are being reported on a monthly basis. SCO (David Sadler/Kim Smith) will coordinate with Art Wright and Joseph Salib so that the methodology being used can be clearly understood and conveyed to district personnel.*

6. DBE Reporting at the monthly Executive meetings – May need SCO’s assistance coordinating with CO Compliance (Brian McKishnie)

*See item 5 above.*

7. RECo MSE Wall Panel Connection Corrosion issue (Paul Steinman) – The following email and document at the link below are provided for review prior to the meeting:

*From: Bill McGinnis [mailto:bill@mseplus.com]  
Sent: Monday, January 11, 2010 4:40 PM  
To: Blanchard, Brian  
Cc: Steve Ruel; Scott Thompson Sr  
Subject: RECo MSE Wall Panel Connection Corrosion issue*

*Mr. Brian Blanchard P.E.,*

*Brian, the reason for this email is to bring to the states attention that some RECo walls were dismantled recently on a design build project in Las Vegas that are less than 5 years old. It was discovered by evidence in the photos that corrosion in fact existed in the bolt holes, in the US Reinforced Earth Company does not recognize corrosion at the connection. The Reinforced Earth Company outside the US does in fact recognize corrosion for the bolt hole as can be evidence in the attached BBA report, which is similar to HITEC for the European Community. Please forward this email on to anyone you might think would be interested. If you or anyone has any questions or a detailed explanation please call Steve Ruel P.E., Senior Engineer for SSL, LLC. at 831-430-9300.*

**RECo MSE Wall Panel - Attachment**

*The group reviewed and discussed the RECo report and raised awareness for project personnel to confirm that the material placed as backfill for MSE walls is tested and confirmed to be in conformance with current specification requirements (specifically with regard to ph). The DCE’s should discuss this report and specific requirements with construction project personnel in their district.*

8. Proposed Changes to D/B Boilerplate RFP (Paul Steinman/Frank O'Dea)- The following is provided for review prior to the meeting:

*From: O'Dea, Frank  
Sent: Friday, January 08, 2010 8:47 AM  
To: Steinman, Paul J.  
Cc: Scales, Amy; Garner, Ty; Wilson, Lorie; Sands, Jon; Ruelke, Timothy; Benak, Steve; Hinson, Keith; Nissen, Pete; Croft, Mark; Price, Matthew; Sadler, David A  
Subject: Boilerplate RFP language*

*Since we've had a number of DB projects lately with more utility involvement, we have had a chance to evaluate the boilerplate DB RFP a little more as it comes to the utility coordination. Our resident office folks offer the following suggested changes to the boilerplate RFP. Reasons for recommended change included below.*

(CURRENT RFP language in black. Proposed changes in RED. Section VI C)

The Design/Build Firm's Utility Coordination Manager shall be responsible for, but not limited to, the following:

1. Ensuring that Utility Coordination and design is conducted in accordance with the Department's standards, policies, procedures, and design criteria.
2. Assisting the engineer of record in identifying all existing utilities and coordinating any new installations.
3. Scheduling utility meetings, keeping and distribution of minutes of all utility meetings, and ensuring expedient follow-up on all unresolved issues.
4. Distributing all plans, conflict matrixes and changes to affected utility owners and making sure this information is properly coordinated.
5. Identifying and coordinating the completion of any Department or utility owner agreement that is required for reimbursement, or accommodation of the utility facilities associated with the Design/Build project.
6. Assisting the Engineer of Record and the contractor with resolving utility conflicts.
7. Review, **approve, sign and coordinate** all Utility Work Schedules.
8. Handling reimbursable issues inclusive of betterment and salvage determination.
9. Obtaining and maintaining Sunshine State One Call Design to Dig Tickets.
10. QA Review of construction plans prior to construction activities for completeness.
11. Acquisition/procurement of any required easements when stated in RFP and as required by design.
12. Periodic project updates to the district utility office as needed.
13. **Reviewing proposed utility permit application packages and recommend for or against approval of each permit based on the compatibility of the permit with the Design/Build firm's plans.**

*Reason for recommended change:*

*(#7) For the UWS's on D-B projects, the DB firm and the utility are the ones making the schedule, and agreeing to the commitments. We expect the DB firm to agree to the UWS, and abide by it. Merely reviewing the UWS is only the start. This change would make this section consistent with DB boilerplate spec 7-11.6.7, and better define responsibilities.*

*(#13) the boilerplate DB specs require the DB firm to basically do this for any permits that are NOT impacted by construction but want a permit during the project (see boilerplate DB spec 7-11.6.7 item 6) this would also clarify the DB should do the same for permits issued as a result of utility work that IS impacted by the construction.*

D4 comments are below:

**From:** Papastratis, Chris  
**To:** O'Dea, Frank

**Cc:** Steinman, Paul J.; Connolly, Maria; Ashbourne, Juliet; Gish, Carolyn; Leclair, Jeffrey; Patel, Mayur; Vignier, Guillermo A.; Nissen, Pete; McCann, Patrick; Hoffman, Angela

**Sent:** Wed Jan 27 17:48:37 2010

**Subject:** FW: Boilerplate RFP language for D/B Projects with Utility Work

Frank, as you requested, District D4 Construction Office reviewed this document and we have the following review comments, in green:

(CURRENT RFP language **in black**. Proposed changes **in RED**. Section VI C)

The Design/Build Firm's Utility Coordination Manager shall be responsible for, but not limited to, the following:

1. Ensuring that Utility Coordination and design is conducted in accordance with the Department's standards, policies, procedures, and design criteria.
2. Assisting the engineer of record in identifying all existing utilities and coordinating any new installations.
3. Scheduling utility meetings, keeping and distribution of minutes of all utility meetings, and ensuring expedient follow-up on all unresolved issues.
4. Distributing all plans, conflict matrixes and changes to affected utility owners and making sure this information is properly coordinated.
5. Identifying and coordinating the completion of any Department or utility owner agreement that is required for reimbursement, or accommodation of the utility facilities associated with the Design/Build project.
6. Assisting the Engineer Of Record and the contractor with resolving utility conflicts.
7. Review, ~~approve, sign and coordinate~~ reviewing, approving, signing and coordinating of all Utility Work Schedules.
8. Handling reimbursable issues inclusive of betterment and salvage determination.
9. Obtaining and maintaining Sunshine State One Call Design to Dig Tickets.
10. QA Review of construction plans prior to construction activities for completeness.
11. Acquisition/procurement of any required easements when stated in RFP and as required by design.
12. Periodic project updates to the district utility office as needed.
13. **Reviewing proposed utility permit application packages and recommend for or against approval of each permit based on the compatibility of the permit with the Design/Build firm's plans.**
14. **Assure that accurate locations and descriptions of existing and new utilities are depicted on the As-built drawings (including underground facilities, conduit, bores and sleeves, junction boxes and above ground structures). Include offsets and elevations on the drawings.**
15. **Maintain a record of all easements and agreements with adjacent property owners, private or municipal (including TCE, License Agreements...etc) for use in construction and include the records in your final submittal package.**

Also, we have the following general comment regarding Utility work:

1. **Utility Work Schedules utilize baseline stationing. Construction utilizes centerline stationing resulting in discrepancies for proposed and existing locations / relocations of the utilities.**
2. **Inaccurate Utility As-Built drawings can result in costly delays and costly changes during construction.**
3. **It is important to be knowledgeable of the agreements between the Utility entities within your project, especially if there are joint use facilities.**
4. **It would be beneficial to include verbiage in the agreement with the Utility entities that they are to have a representative present at the utility meetings who is directly involved with the work and can expedite resolutions should issues arise.**

**The group reviewed and discussed the proposed changes outlined above. These will also be discussed at the upcoming Alternative Contracting Task Team and if approved by that team will be incorporated into the boilerplate RFP documents.**

9. Including Time Value Cost as part of selection formula on Adjusted Score D-B projects which do not include Incentive/Disincentive Provisions (David Sadler/Alan Autry)

**Final Selection Formula:**

The Selection Committee shall publicly open the sealed bid proposals and calculate an adjusted score using the following formula:

$$\frac{BPP + (PCT * TVC)}{TS} = \text{Adjusted Score}$$

BPP = Bid Price Proposal  
 PCT = Proposed Contract Time  
 TVC = Time Value Costs (\$\_\_\_\_\_ per day\*)  
 TS = Technical Score

*\*This figure is used only in the calculation for the adjusted score and should be used only if an incentive/disincentive provision is in the D/B contract.*

The firm selected will be that firm whose adjusted score is lowest.

The Department reserves the right to consider any proposal as non-responsive if any part of the Technical Proposal does not meet established codes and criteria. Also, if PCT is greater than Maximum Allowable Contract Time (MCT) (\_\_\_\_\_) the proposal will be considered non-responsive.

*The group discussed the use of a Time Value Cost as part of the final selection formula on adjusted score design build projects. Currently the districts should not be including TVC's unless an Incentive/Disincentive provision is included in the design build contract. The districts proposed including a TVC on those projects which do not include Incentive/Disincentive provisions and offered justification to support TVC usage based on the maximum of either the road user cost or the contract stipulated liquidated damage amount. SCO (Alan Autry) will review this proposal and this topic will be discussed at the upcoming Alternative Contracting Task Team meeting. If the proposal is approved by the ACTT, then changes will be made to the boilerplate RFP documents posted on the SCO website.*

*UPDATE: FHWA has determined that they will not approve the use of TVC on federally funded projects which do not include I/D provisions.*

10. Selection Criteria on Adjusted Score D-B projects (Frank O’Dea)

5. Schedule

Credit will be given, at the time of bid opening, according to the following table. The number of days shown on the bid proposal form shall be the official proposed contract days.

<u>Contract Duration Proposed (days)</u>	<u>Points Awarded</u>
<u>xxx-xxx</u>	<u>0</u>
<u>xxx-xxx</u>	<u>1</u>
<u>To Be Determined by Construction</u>	<u>2</u>
<u>xxx-xxx</u>	<u>3</u>
<u>xxx-xxx</u>	<u>4</u>
<u>xxx and less</u>	<u>5</u>

Generic DB Time Calculator - Attachment

This is the spreadsheet we use to determine the “time chart” we used on the past few Design Build jobs.

The use of the spreadsheet is to insure that the value given to each day (in points) is not disproportionate to the impact the contractor were going to feel if he finishes later than the time he bids; this is intended to address the FHWA concern that the contractor low bids the time and just gets LD’s assessed against him.

It does take somewhat of an iterative process...you fill in the blanks with what you know, compare the LD rate to approximate daily value rate, and if the difference is not close, you change either the max or min time.

The spreadsheet was set up to evaluate a range of times and also a range of contract values (since our jobs have been coming in lower than expected...we wanted to make sure that the rates worked at not only our FDOT estimate, but also at 75% of our estimate).

We know the values we are using are not giving the contractor TOO MUCH credit for a day in the grading process, because the contractors are not all using the minimum time allowed...we will have the actual days bid at the DCE meeting to show.

On the example given in the attached, for the estimated \$68,000,000 project, LD’s would be \$8084 per day, and the value of each day by use of the chart is about \$8500 to \$8800.

If the job comes in low at apprx 75% of our estimate (= \$51,000,000), the LD’s would be \$7234 per day, and the value of each day by use of the chart is about \$7083 to \$7391.

			MAX	MIN	1	2	3
I-95	405506-3	E5N19	500	360	388	416	360
US 27	238423-1	E5N42	800	700	700	700	700
SR 434	240231-3	E5N43	400	300	300	299	300
SR 50	410983-1	E5N44	800	600	600	600	600
SR 35	238677-1	E5N45	800	600	640	600	760
US 192	414959-1	E5N51	700	450	700	600	548

*Here is a look at the actual times bid vs the max and min times set for the project. GREEN means they bid the minimum, YELLOW means they did not. It gives me some sort of “gut check” that the value we are giving to the time in the grading does not outweigh the consequences of being late.*

*The group reviewed and discussed the above proposal. SCO (Alan Autry) will review this proposal and this topic will be discussed at the upcoming Alternative Contracting Task Team meeting.*

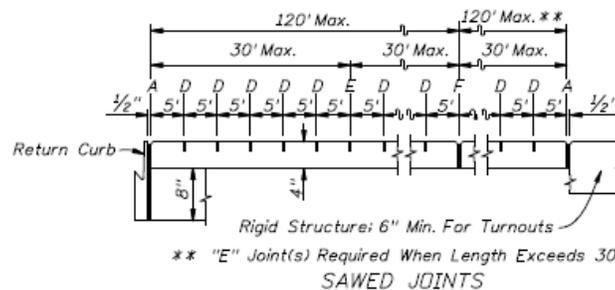
11. Stipends to firms submitting a bid price proposal in excess of the Max Bid Price (Keith Hinson/David Sadler)

The group discussed current procedures which govern payment of stipends on design build projects. It was established that if the Technical Proposal is deemed to be responsive and the design build team submits a bid in excess of the Maximum Bid Price, the stipend should be paid.

- Sidewalk Expansion Joint Placement (Paul Steinman) - The purpose is to discuss how field personnel interpret specifications and standard index when requiring expansion joint material.

**522-5.1 Expansion Joints:** Form 1/2 inch expansion joints between the sidewalk and the curb or driveway or at fixed objects and sidewalk intersections with a preformed joint filler meeting the requirements specified in 932-1.1.

From Index 310 Sheet 1 of 2



F- 1/2" Expansion Joint When Run Of Sidewalk Exceeds 120'.  
 Intermediate locations when called for in the plans or at locations  
 as directed by the Engineer.

The group discussed the requirement of the index shown above and the DCE's should raise awareness of this index with construction personnel in their district. If it is determined that when the contractor has placed a section of sidewalk less than 120' in length, a 1/2" expansion joint should not be required.

- CTQP Technician "strikes" for non-testing issues (David Sadler/Jim Musselman) – The following email is provided for review prior to the meeting:

From: Musselman, Jim  
 Sent: Tuesday, January 12, 2010 1:51 PM  
 To: Sadler, David A; Steinman, Paul J.  
 Cc: Malerk, Tom; Cox, Kenneth; Putcha, Sastry  
 Subject: Possible DCE Meeting Agenda Item

David/Paul,

One issue that the DMREs have been discussing recently is the possible need for some mechanism to assign a "strike" to a technician's CTQP qualification based on an error or oversight that impacts the acceptability of the material, or if the technician demonstrates a lack of adequate knowledge of the Specifications, Department procedures, reporting techniques, or something like that.

There was somewhat of an agreement that something was needed, but everyone felt that this was more of a construction issue (since it dealt primarily with inspection) and was not necessarily a materials issue. There was also some concern over how consistently this would be implemented statewide, if adopted. The group felt the best approach would be to try to get this issue addressed at the next DCE meeting and see if there was consensus between the two groups on how best to handle this. Hopefully there will be a couple DMREs to help with the discussion at your upcoming meeting in February.

*If there is a decision to go forward with this idea, then we could probably help to draft some language for the CTQM which addresses this. There is currently similar language in Section 6.10 of the CTQM.*

*The group discussed a proposal being developed by the State Materials Office. Mr. Sadler shared with the group that the Construction Training and Qualification Manual (CTQM) is currently being reviewed and a revision to this manual will developed to address this process. The DCE's requested to be notified when technician errors/oversights occur.*

14. IA Evaluation 2009 Annual Goals (David Sadler/Paul Steinman) – The document at the link below is provided for review prior to the meeting:

[IA Evaluation Goals Document - Attachment \(Excel File\)](#)

*The group reviewed and discussed the 2009 IA Evaluation Goal document. The DCE's are encouraged to review and discuss this information with construction personnel in the districts.*

15. Proposed Change to 4-3.1 (Brian McKishnie) – The email and document at the link below are provided for review prior to the meeting:

*From: McKishnie, Brian M  
Sent: Monday, January 11, 2010 4:13 PM  
To: Sadler, David A  
Cc: Steinman, Paul J.  
Subject: Proposed Specification change for 4-3.1*

*David,*

*Following up with the discussion at the last DCE meeting related to how the Department pays for adjustments to the unit price for significant underruns on a major item of work, I have attached a proposed change to Standard Specification 4-3.1.*

*I realize that the existing verbiage has been the same for quite some time. However, I believe the specification needs to be changed to assure that the Department is only paying for impacts to the Contractor resulting from the underrun.*

*The existing language pays the Contractor "time and materials" for all work associated with the reduced item. This makes the bid unit price meaningless in the negotiations. As such, we may end up paying much more than the costs associated with the Department's change. We could conceivably pay for increases associated with Contractor's incorrect production rate or material cost bid assumptions. Since these negotiations only occur with items that represent more than 5% of the overall contract, the dollars can be significant.*

*It is also possible for a contractor who identifies a mistake in the Bid quantity to unbalance their bid knowing that they will be getting paid actual costs for all efforts associated with the affected work (by specification).*

*In most negotiations of these price adjustments we have been able to agree upon a change that reflects increased material prices based economy of scale. We have also seen legitimate concerns by contractors that their fixed equipment or labor costs are not being recovered due to the underrun. The proposed specification change would allow adjustments along these lines but requires the bid unit price (and assumptions) to be relevant as well.*

*I would like your office's support in this specification change. The attachment contains my thoughts however I would be interested in any change that would better represent intent behind this provision which I believe is to compensate the contractor fairly for a significant quantity change made by the Department.*

Proposed Changes to Spec. 3-4-1 (Attachment)

*The group reviewed and discussed a proposed specification change. Central Office Legal (Greg Jones) will review the proposed specification change and provide comments to SCO.*

16. Material Certifications for concrete and earthwork materials when the random number is not reached (Paul Steinman/Jennifer Taylor)

*The group discussed developing and implementing a process to address how material certifications should be handled when Verification Testing is not performed due to those instances when material placement causes random numbers to not be reached. It was reported that some districts use the Disposition of Defective Materials (DDM) process while other districts utilize a non-compliance memo which outlines why VT testing was not performed on certain quantities of materials. The districts were encouraged to forecast quantities to identify when these instances would occur and exercise the departments' right to test any such material when the random number is not reached. It was also discussed the SMO is currently developing proposed specification changes which would standardize how these situations are to be handled.*

17. Laser v. Straightedge – Acceptance & Warranty (Pete Nissen) – The email below is provided for review prior to the meeting:

**From:** Nissen, Pete  
**Sent:** Tuesday, January 19, 2010 7:59 AM  
**To:** Steinman, Paul J.  
**Cc:** Autry, Alan; Sadler, David A  
**Subject:** RE: Laser v. Straightedge - Acceptance & Warranty

Paul,  
Another aspect of this is what happens when there is utility work in an area still under warranty. This is not supposed to happen but sometimes cannot be avoided, clearly would void the warranty for that location. Anyone making the warranty requirements part of the permit?

**From:** Nissen, Pete  
**Sent:** Tuesday, January 19, 2010 7:36 AM  
**To:** Sadler, David A; Steinman, Paul J.  
**Subject:** Laser v. Straightedge - Acceptance & Warranty

David/Paul,  
There is some difference of opinion in how the inclusion of 330-12.6 in 338 is interpreted, not sure all Districts are applying this consistently. Can we make this an agenda item at the DCE meeting?

*The group discussed current and proposed specifications which govern this issue. The Pavement Smoothness Committee will be discussing this issue at their next meeting and an update as a result of those discussions will be provided to the group.*

18. FDOT responses to FHWA Evaluation & Process Review of CEI Services and Responsible Charge (Jerry Rudd) – The document at the following link is provided for review prior to the meeting. Please refer to Observations 2-6 on pages 14-17

## Final CEI Review Report - Attachment

*The group reviewed and discussed FHWA's CEI Services and Responsible Charge Evaluation and Process Review. The DCE's are to review this report and FDOT's responses with district personnel. Proposed changes to CPAM 7.3, which currently requires a review by district legal of all SA documentation prior to funds encumbrance and issuance of the NTP associated with the SA, and CPAM 7.4, which currently requires that Work Orders be fully executed prior to the department directing the contractor to proceed with work covered by the WO, were also discussed which derived from a review of this report. **SCO (Alan Autry) will review those chapters of CPAM and revise each accordingly.***

19. 2009 MUTCD (David Sadler) – A summary of impacts to FDOT due to the adoption of the 2009 MUTCD can be found at the following link:

[2009 MUTCD - FDOT Impacts \(Attachment\)](#)

*The group discussed proposed changes to department policies and procedures as a result of the implementation of the 2009 MUTCD. The DCE's are to review the 2009 MUTCD presentation and discuss impacts with district personnel.*

20. Contingency Quantities included in Pay Item Quantities (David Sadler) –

[Contingency Items for Construction Plans - Attachment](#)

*The group reviewed and discussed a current practice which adds contingency quantities to certain pay items associated with construction contracts. SCO discouraged the use of such a practice.*

21. Streamline Contracts (Frank O'Dea) – The email below is provided for review prior to the meeting:

**From:** O'Dea, Frank  
**Sent:** Friday, January 22, 2010 12:56 PM  
**To:** Autry, Alan  
**Cc:** Steinman, Paul J.; Sadler, David A; Chason, David; Wilson, Lorie; Burnette, John; Taylor, Jennifer  
**Subject:** DCE Agenda Item : Streamline Contracts

*District 5 has piloted "Streamlined Contract" specs for a couple years. The specs have been finalized and will be standard on all projects under \$2,000,000.00 with under 2000 tons of asphalt, starting July 2010 letting (state AND federal).*

*We have an opportunity to save a lot of administrative time and effort from our CEI's. We have really had to explain to folks the intent, identify our change agents (those folks willing to go with the spirit and the intent of the specs) and let them be the first to try these jobs, and we've had to work with our folks who like having all the usual documentation and convince them that it's ok if we don't do it that way anymore.*

*I would like to talk to the DCE's about our experiences and what we've tried to do to get our project personnel "on board" with the concept so that we can plan a statewide deployment of these streamline specs that will get us to our intended outcome. REDUCED ADMINISTRATIVE COSTS on projects that warrant it...not reduced inspection or quality!*

Mr. O’Dea provided the group with an update on D5’s use of streamline contracting on specific pilot projects over the past few years. The DCE’s were reminded that the use of Streamline Contracting Special Provisions will be a mandatory requirement on all projects (State & Federal) with an original contract amount less than \$2M and those project which include less than 2,000 tons of asphalt. The DCE’s requested that the SP’s be provided to them so they can review and discuss these SP’s with project personnel. (The list of SP’s was provided to the DCE’s on 2/25/2010 by Alan Autry). Mr. O’Dea followed up with a powerpoint presentation developed by D5 which highlights the requirements of the Streamline SP’s. **SCO (David Chason & Richard Massey) will coordinate with D5 and develop a training to be shared with all districts specific to the administration requirements associated with Streamline Contracting.** This training is scheduled to occur in mid to late Summer 2010 so that project personnel will be aware of the administrative requirements prior to projects getting underway.

22. Pre-bid Questions & Answers applicability to the contract (Pat McCann)

The group discussed current process for including all questions and answers posted to the department’s Pre-bid Q&A site. The DCE’s were reminded that their office is responsible for ensuring all questions and answers posted to the site are provided to the appropriate Contracts Administration Office after project Letting occurs. The Contracts Administration Office attaches those questions and answers to the Contract documents which are submitted to the successful contractor for Execution. The DCE’s were reminded that the design build Division I specification require the use of the Pre-bid Q&A site on all design build contracts as the method for receiving and responding to questions on design build projects.

23. Time frame for posting responses to Q&A site (Pat McCann)

The group discussed the timeframes of Special Provision 2-4 and the DCE’s were reminded that a response to all questions submitted to the Pre-bid Q&A site prior to 5:00PM on the 7<sup>th</sup> calendar day prior to the bid opening is required and the response should be posted to the Pre-bid Q&A site no later than 5:00PM on the 2<sup>nd</sup> calendar day prior to the bid opening. Responses should not be posted after 5:00PM on the 2<sup>nd</sup> calendar day prior to the bid opening.

24. Expiration of DCE Memos (David Sadler) –

**I.9 CONSTRUCTION MEMOS**

**Construction Memos** will be issued by the SCO to provide interpretations of specifications, specification changes, information on policies and standards and construction related issues. All issues concerning standard specifications, policies, and procedures will subsequently be incorporated into those documents. Each **Construction Memo** will be identified with a number indicating its numerical sequence in the year of issue.

**Construction Memos** expire at the end of the calendar year in which they are issued and will be removed from the SCO Current Memos webpage. **Memos**, which must remain active through the next calendar year, will remain on the SCO Current Memos webpage as active memos with its original identification number. Expired **Construction Memos** will be marked “This Memo Has Expired.”

*SCO (Alan Autry) is currently reviewing all active DCE memos to determine which memos should be marked as expired.*

25. DRB Member Disclosure Statements (David Sadler)

*The districts were reminded to obtain DRB member disclosure statements and review those statements for compliance with the specification requirements prior to execution of the DRB Three Party Agreement.*

26. Final Inspection & Acceptance Form Signature (David Sadler)

*The districts were reminded that delegation of this form to an Operations Center Engineer or Resident Engineer shall not occur. The DCE's requested the form be modified to include the District Construction Engineer title in the appropriate location on the form. SCO (Alan Autry) will coordinate this revision to the form.*

27. Bonus/incentive payment approval process for FHWA full oversight and delegated projects (Chad Thompson – FHWA)

*The districts were reminded to coordinate with the FHWA Transportation Engineer prior to programming, encumbering and/or paying bonus or incentive monies on FHWA Full-oversight projects. SCO (Alan Autry) will add this requirement to CPAM.*

28. Post Award CSI concept (David Sadler) – the document at the link below is provided for review prior to the meeting:

[Post Award Cost Saving Initiative \(CSI\) - Attachment](#)

*The group reviewed and discussed the proposal which is available for review at the link above.*

29. Can SCO provide a status on when CPPR Category 6 will be modified? (Terry Muse)

*The revised CPPR category has been submitted to Mr. Sadler for review and comment by Steve Plotkin. Mr. Sadler will finalize his review and send the draft document to the DCE's for review prior to finalization and implementation.*

30. Can Site Manager or CIM be modified to include the Current Interim CPPR Grade? Currently only the final CPPR grade is entered in Site Manager. (Terry Muse)

*The group discussed proposed modifications to SiteManager which would allow for interim CPPR grades to be entered and added to the ADHOC reporting feature. SCO (Doug Martin) will coordinate this proposed modification for implementation.*

31. Use of Traffic Control Officers (Tim Ruelke) – The following is provided for review prior to the meeting:

- The 2010 Design Standard Index 655 shows the use of several Traffic Control Officers (TCOs). The quantity for TCOs in our existing contracts will not support implementation of the new index. We are anticipating contractors on existing contract will want to apply the new standard to limit their liability. I would like to develop a statewide consensus on how we will handle these requests.

- As part of this discussion, I would also like to reach a consensus on the interpretation of 102-7(3). When the pacing/rolling blockade specification is in the contract for hanging beams, D-2 contractors want the DOT to pay for TCOs on other operations like moving big equipment and delivery of materials/components. Can we better define the type of operations where the DOT will pay TCOs? Should we pay for all of them and insist that production give us the necessary quantity? This is a BIG overrun item in D-2.

*The group discussed current specifications and indices which govern the utilization of TCO's and when it is appropriate for FDOT to compensate the contractor for their utilization. Payment should only be made when TCO's are utilized in accordance with the index (overhead operations only) and as defined in specification 102. Payment should not be made when the contractors means & methods require utilization of TCO's. SCO (Stefanie Maxwell) will review current specifications to determine if a specification change is necessary to clarify appropriate payment.*

32. LAP Construction Process – (Alan Autry)

*Central Office is developing a Quality Assurance Review guidelist which will aid the districts in their oversight responsibilities of LAP construction projects. SCO (Alan Autry) will be contacting each DCE to determine the construction LAP oversight responsible party in their district and will schedule a video conference to involve the districts in the development of this guidelist.*

33. Lab Qualification of Gannett Fleming/Pompano Beach – (David Sadler)

*Mr. Sadler shared with the group recent correspondence from SMO that the subject laboratory allowed their concrete test qualification to lapse in October 2008 however, the laboratory was not suspended in LIMS until February 2010. From the date the qualification lapsed to the date of LIMS suspension, all testing is invalid. This is similar to testing that has been performed by an unqualified technician and, as such, should be listed as an Exception to the Final Project Materials Certification Letter. This Exception will need to be resolved before the letter can be issued. In the past, for unqualified technicians, a single DDM was processed to cover all of the affected material. SMO suggested this be handled the same way. Since this lab probably works in multiple Districts, each DCE/DME has been provided this notification. A report to identify the projects in LIMS that have samples tested by this lab, during the period in question was provided as part of the initial notification. The DCE's & DME's are to make note of this situation on projects that are affected but have already been certified in the event that it becomes an issue.*

34. Theft of MOT devices – (David Sadler)

*SCO was recently notified by Industry that theft of MOT devices (specifically batteries powering arrow panels and message boards) on active construction project has become an issue in the southern portions of the State. It has been reported that these occurrences are taking place often times when the device is in use. Project personnel should be made aware of this situation and are encouraged to discuss this with contractors so that they can employ methods to guard against this type of theft. FDOT is working with law enforcement agencies (MCC, FHP, etc.) in efforts to increase patrols on active construction projects and deter this activity. Industry has petitioned FDOT to reimburse them for the cost associated with replacing the batteries. It is the position of the department that contractors should pursue recovery of these costs via their insurance providers. FDOT should not be participating in these costs.*

35. Use of Barrier Wall governed by Index 415 – (David Sadler)

*Index 415 includes the usage notice below which was discussed with the group. The DCE's are encouraged to evaluate active and upcoming construction projects which call for the utilization of barrier wall governed by this Index and initiate discussion with contractors to insure a plan is developed and implemented which will comply with the notice requirement that this type of wall is not to be utilized on projects after September 30, 2012.*

NOTICE

THE TEMPORARY CONCRETE BARRIER WALL UNIT SHOWN ON THIS INDEX THAT WAS PRODUCED PRIOR TO OCTOBER 1, 2002, AND THAT IS IN GOOD CONDITION, CAN BE USED ON STATE HIGHWAY PROJECTS THROUGH SEPTEMBER 30, 2012. TEMPORARY CONCRETE BARRIER UNITS PRODUCED ON AND AFTER OCTOBER 1, 2002 FOR USE ON STATE HIGHWAY PROJECTS MUST MEET NCHRP 350 CRITERIA, AND MUST BE INCLUDED ON THE QUALIFIED PRODUCTS LIST. IF AND WHEN A GENERIC TEMPORARY CONCRETE BARRIER WALL UNIT IS APPROVED FOR USE ON STATE HIGHWAY PROJECTS, THE UNIT DESIGN WILL BE POSTED ON THE ROADWAY DESIGN WEB SITE.

36. Attenuator repairs – (David Sadler)

*This topic was discussed during the MOT Committee Meeting held on Monday February 22, 2010. During this meeting, Industry inquired of the department as to the date of invoices referenced in specification 102-13.12.1 as they relate to the date the redirective attenuators are actually repaired. The department has determined that the invoice date must not directly correlate to the repair date, contractors can utilize "stored" materials to restore damaged attenuators however, "used" parts should not be allowed for usage as part of the restoration. FODT will issue payment in accordance with the specification below.*

**102-13.12 Temporary Crash Cushion:**

**102-13.12.1 Redirective:** Price and payment will be full compensation for furnishing, installing, maintaining and subsequently removing such crash cushions. Payment for restoring damaged crash cushions will be the manufacturer's/distributor's invoice price for the new materials/parts plus 20% markup. The 20% markup is compensation for all necessary work, including but not limited to labor, equipment, supplies and profit, as authorized by the Engineer. Additional MOT required for the repair of the crash cushion will be paid for under the appropriate MOT pay item.

*The discussion of this topic also led to a discussion as to the merits of the department issuing payment for those items listed in specification 7-11.4 (see below). It was determined that the department will only issue payment for damage to **existing** traffic signs, signal equipment, highway lighting and guardrail damaged by a third party and otherwise determined to be due to no fault of or activity caused by the contractor. The department **should not** reimburse the contractor for damage to these items if they were previously installed by the contractor as part of the construction project. Contractors should pursue recovery costs of those items installed as part of the project and subsequently damaged by third parties via their insurance providers.*

**7-11.4 Traffic Signs, Signal Equipment, Highway Lighting and Guardrail:** Protect all existing roadside signs, signal equipment, highway lighting and guardrail, for which permanent removal is not indicated, against damage or displacement. Whenever such signs, signal equipment, highway lighting or guardrail lie within the limits of construction, or wherever so directed by the Engineer due to urgency of construction operations, take up and properly store the existing roadside signs, signal equipment, highway lighting and guardrail and subsequently reset them at their original locations or, in the case of widened pavement or roadbed, at locations designated by the Engineer.

If the Department determines that damage to such existing traffic signs, signal equipment, highway lighting or guardrail is caused by a third party(ies), and is not otherwise due to any fault or activities of the Contractor, the Department will, with the exception of any damage resulting from vandalism, compensate the Contractor for the costs associated with the repairs. Repair damage caused by vandalism at no expense to the Department.

Payment for repairs will be in accordance with 4-3.4.

37. FDOT/Vulcan aggregate utilization – (Paul Steinman/David Sadler/Alan Autry)

*FDOT's current utilization of limerock and asphalt aggregate associated with the Vulcan contract was discussed with the group. As of December 2009, actual utilization is tracking significantly behind forecasted utilization. SCO recently completed a review of FDOT/Vulcan utilization in Districts 1, 3, 5 and 7 and is currently evaluating methods of increasing utilization on projects in these districts as well as adding District 2 to the FDOT/Vulcan aggregate program. SCO (Alan Autry) is currently compiling a list of potential projects scheduled for Letting between April 2010 and June 2011 to add to the program, will share this list with the affected districts and identify specific projects which will be added to the program so that FDOT's can utilize all the committed quantity prior to the expiration of the contract.*

38. Buy America Provisions – (Rafiq Darji/David Sadler)

*The requirements of Specification 6-5.2 (below) were discussed specifically with regard to the certification which must be provided to the department. The DCE's are encouraged to discuss this specification with construction project personnel and insure that the required certifications are delivered to the department prior to the incorporation of the steel into the project. The certification should be included in the project file (scanned into EDMS) and be readily available to FHWA upon request.*

**6-5.2 Source of Supply-Steel (Federal-Aid Contracts Only):** For Federal-aid Contracts, only use steel and iron produced in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and mixing and continuing through the bending and coating stages. A manufactured steel or iron product is complete only when all grinding, drilling, welding, finishing and coating have been completed. If a domestic product is taken outside the United States for any process, it becomes foreign source material. When using steel and iron as a component of any manufactured product incorporated into the project (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply, except that the manufacturer may use minimal quantities of foreign steel and iron when the cost of such foreign materials does not exceed 0.1% of the total Contract amount or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Provide a certification from the producer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the furnished product was manufactured in the United States in accordance with the requirements of this specification and the Buy America provisions of 23 CFR 635.410, as amended. Such certification shall also include (1) a statement that the product was produced entirely within the United States, or (2) a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$ (actual value). Furnish each such certification to the Engineer prior to incorporating the material into the project. When FHWA allows the use of foreign steel on a project, furnish invoices to document

the cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project.