

DCE Meeting Minutes

September 12, 2007

Orlando, FL

The meeting opened with introductions. The following individuals attended the DCE Meeting:

David Sadler, Greg Jones, Calvin Johnson, Jerry Rudd, Paul Blanchard, Pat McCann, Pete Nissen, Brian Pickard, Patrick Stanford, Ron Chin, Brian McKishnie, Brian Blanchard, Ernest Garcia, Tim Ruelke, Frank O'Dea, Lorie Wilson, Amy Scales, Don Budnovich, Keith Hinson, Steve Benak, Derek Fusco, Paul Wai, Bill Sears, Terry Muse, Alan Autry, Jon Sands, Mark Croft, Rudy Garcia

Contract Administration Topics:

1. PPP Oversight CEI Scope of Work - *A draft PPP Oversight CEI scope has been developed from the old D/B Oversight CEI scope. Pete N. and Brian B. have had discussions about requiring the CEI for P3 projects to be pre-qualified. Greg Jones indicated that this scope needs to address record retention. Brian noted the Department has three D/B Finance projects US 1, I-95, and I-75.*
2. Idle Asphalt Plant Costs in Claims - *Idle Asphalt Plants should only be compensable if the plant is dedicated to the project and not a plant that provides to multiple projects or sells commercially. If a claim includes costs for an idle asphalt plant, the costs should be removed from the subject claim.*
3. New Bridge Debris Spec

110-6.1.1 Bridge Debris to Other Agency: The debris from bridge number __ (Bridge Number) ____ on this contract is designated to be delivered to __ (Agency Name) _____. This agency has requested the delivery of the bridge debris to __ (Location, address) ____ which is ____ (Distance) ____ miles from the project site. The contractor is solely responsible for coordinating the delivery of the debris to the designated location at no cost to the Department. The receiving agency is responsible for additional costs of processing upon receipt of debris, delivery, placement and use of the material and assumes legal and permitting responsibility for the placement of the debris. For purposes of bidding, include in the costs for demolition the costs for delivery of the debris to the location designated above.

FHWA is requiring STD's to make bridge debris available to local agencies as required by Section 1805 under SAFETEA-LU. As a result, the subject spec and an agreement were developed. Action: Attach a copy of FHWA's letter and the agreement that was developed. The question was asked which agency would get first choice if more than one agency wanted the debris, consensus was that was not likely to happen but would be first come, first served...

4. Inconsistency issues between districts – *Bob Burlison is requesting industry to put together a list of Department statewide inconsistency issues. A meeting on this will be held on Oct 22 in the District 7 office.*
5. Risk Workshop – October 17 – 18th. *There is an upcoming two day Risk Workshop to train Department's personnel on how to evaluate and mitigate for risk on projects. The first day will consist of training of FDOT personnel to develop expertise. The second day will consist of working on a project.*
6. OJT trainees and adjustments to the numbers required on contracts, also, banking hours on State funded projects - *If the trainee requirements can not be met on Federal jobs, the banking of the hours is allowed on the State jobs. Action: Attach e-mail from Sylvia to minutes. Discussed the need for EEO Office to review specs with regard to number of trainees based on dollar value of the contract – value in contracts does not have appear to have been adjusted for inflation over the years.*
7. CPPR on Joint-Ventures – From CPPR Guidance Webpage: *If a project consists of a joint venture, score the CPPR as a team grade and each contractor is to receive the same score.*
8. Flex start time and acquisition time. Should be the greater of the flex time or acquisition time, but not both on contracts. - *It was being observed that flex and acquisition time are being used on projects together. However, the greater of the two should only be used on a project. Flex and acquisition time should not be added together.*
9. VECP's – what constitutes a VECP, innovations, etc. – *OIG completed a review of the District's on VECP's and concluded that the District's are not being consistent with VECP's statewide. Also, senior management is not following through with VECP's. Specification may need to be revisited. Also, there is not consensus of opinion amongst the group as to what constitutes a VECP, particularly when MOT is the proposal. Action: The SCO will be providing more guidance on what is acceptable as a VECP. Brian B. to review spec with Kurt L.*
10. Timeframes in contract for FDOT to respond – hearing from some around the state that FDOT is taking the maximum allowable time because they can. We need to be taking only the time that is required. *The Department is responsible for getting answers back to the contractor as soon as possible and should not take the full amount allowed in the contract when possible.*
11. LSCCEI Contracts – are not seeing many requests for these, even for milling and resurfacing contracts. What is the latest in your district? *Response from the DCE's was that this is due to shifts in the District's work program.*
12. Certified requests for extra compensation per 4-3.2 – not seeing these consistently with the backup for contract modifications. They are required and we need to get them or return the request to the contractor.

Spec 4-3.2 language:

The Contractor shall in any request for equitable adjustment of compensation, time, or other dispute resolution proposal certify under oath and in writing, in accordance with the formalities required by Florida law, that the request is made in good faith, that any supportive data provided are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the request accurately reflects what the Contractor in good faith believes to be the Department's responsibility.

We are not always seeing contractor's certifications and contractor's should be submitting this. Reminded DCE's that all time and money requests from a contractor require a certification.

13. Ethics Policy issues – Joint Meeting topic – Partnering with breakfast/lunch? *Each person should be paying for their own meals at Partnering meetings.*
14. 2.5% encumbrances on project or contract? Has to do with multi-FIN contracts. *Comptroller's Office is requiring overrun encumbrances per contract, but this should be allowed per project since some contracts have multi-FIN numbers. Action: SCO to meet with Robin Naitove.*
15. Prep and Doc Manual update – Brian to discuss the design changes and what needs to be submitted. *Regarding as-built changes, the CEI needs to handle minor changes with the FDOT Resident Engineer. Major changes requiring an engineering analysis need to go back with the EOR. If a contractor hires a specialty engineer to do a plan change, he needs to be signing and sealing the as-builts.*
16. Pushbutton Contracts – who uses and for what types of work? Who administers, how is work priced, and what is included in the plans? Example of the 10 page plan set that included 1 cover sheet, 3 pages of pay items, 5 pages of plans notes, and 1 page of construction details. *The Districts were polled as to what type of projects they use for push button contracts:*

D1- Bridge Maint, D2 - Traffic Ops, D3 - Traffic Ops, D4 - Traffic Ops, D5 - Traffic Ops, D6 - Traffic Ops, D7 - Bridge Maint, Turnpike – Bridge Maint

Action: Additional guidance is needed on push button projects in PPM.
17. Pilot Projects needed for LS Sediment and Erosion Control where Contractor's engineer designs sediment and erosion control for the project. Look for projects to be let between July and December 2008 and variety of project types. *Action: DCE's to look at future work program and send candidate projects to David Sadler. Action: David Sadler to send out spec on this.*
18. Credits on SA's vs WO's – Ernest Garcia

This E-Mail is being sent in order to get you to reconsider your previous disallowing of [Negative \\$ W.O.'s](#) for the purpose of deleting bid item work for Lump Sum Projects. In plain language, we're talking credits from the contractor for deleted work.

I have done a considerable amount of research on the subject (conversations with our Work Program folks), and am convinced that Belinda Lubben is correct in her assertions documented in the attached E-Mail.

What I have learned is that if the proper Type "**Adj. for deleted work - LS jobs only**" is selected while doing your Line Item Adjustment, then the proper code (usually 200 or 203) will be chosen. This will cause the money to be drawn from the project regular funds and not from the contingency funds (202).

I trust this eliminates your concern about distorting the Contingency Funds usage because of our method of documenting the contractor credit.

*On Lump Sum projects, the Comptroller's Office position is that credits are to be provided back by SA's. However, per District 2 believes this can be done thru WO's if coded correctly and will eliminate any concerns about distorting the contingency fund amount. **Action:** Ernest to send WO coding process to David Sadler. **Action:** SCO to meet with Robin Naitove on this.*

19. Lake Belt issues – status *The Department's position is there is not any area wide aggregate shortages and any requests for time and money are not compensable. **Action:** Brian B. to send out John Shoucair's presentation to the DCE's.*

20. Where the Operations Center concept is employed and the Ops Center Engr has an assistant called the Operations Center Manager for Construction. Is that Operations Center Manager analogous to the Construction Resident Engineer for approving Time Extensions up to 5% or 30 days as mentioned in CPAM 7.2.5.(4)? Based on the fact that the Ops Center concept was supposed to reduce the quantity of managers...not add a new layer... and where it was implemented ... either the Construction or Maint Resident Engineer had to go ... and the remaining one took over both duties as the Ops Center Engineer... ... the Operations Center Manager for Construction... is not analogous to the Construction Resident Engineer for approving Time Extensions. Accordingly, don't delegate, keep Time Extension approval authority with the Ops Center Engineer.

After further discussion, it was decided that Time Extension approval authority could be with the Operations Center Manager for Construction.

21. Reminder - Production rates on SCO website. *DCE's should remind field personnel that these rates can be found on the web as a tool to help calculate additional time on contract changes. **Action:** Get info from Richard Massey on the web.*

22. We should not be paying for MOT devices by overrunning existing contract pay items when time runs longer than the original contract time – this applies to contracts that are in liquidated damages. *When a project is in LD's, lump sum MOT devices should not be paid for. However, if a project is in default, this should be handled differently.*

23. CIM's update - *An update will be provided at Feb 2008 DCE Meeting.*

24. Bonus Specifications regarding adjustments - *The bonus spec language is clear. Pat will provide some additional information for clarification on this issue.*

Structures Topics:

25. Use of Adhesive Anchoring Systems in Highway Construction (NTSB) - *Robert Robertson is responding to NTSB with a letter. The Department does not allow vertical anchoring systems, but does allow horizontal anchoring systems.*
26. Construction Loads on Bridges – FHWA technical Advisory attached – *Reminder for DCE's to pay attention to construction loads and stockpile loading on bridges.*
27. NTSB issue of bracing of beams/girders – *Colorado collapse of an erected steel plate girder that was temporarily braced. Division I and II specs are developed for erection and temporary bracing of beams and girders and are out for review. Please review and comment on the spec.*
28. CSL testing of drilled shafts – how is this working on your projects? How is it being paid? Not seeing many projects loaded with CSL pay items. *Personnel in districts preparing contracts seem not to be aware of pay item as they are being left out of contracts and construction having to supplement.*
29. Plugs for Tremies – spec requirement in 455. Allowance for moving plug being considered as a possible spec change. *Spec currently does not allow moveable plugs. Larry Jones, State Structures Office, is looking into revising this spec.*

Roadway Topics:

30. Pipe Deflection Limits – flexible pipe installation and inspection – if inspected within 30 days after installation, it is possible that all of the settlement may not have taken place which could affect deflection readings. *Encouraging industry to inspect pipes earlier on projects than required by spec. Spec might be revised to reflect this.*
31. Laser Ring Pipe inspection – hearing from Florida Concrete Pipe Institute that word of the spec requirement for this is not filtering down to the field and that many they have contacted were unaware of the laser ring inspection requirement. *Construction field personnel need to be aware of this spec requirement. Action: DCE's need to review the list of projects sent out by David and determine if video taping was required and if it has been done. The list contained all of the projects that let since the implementation of the laser videoing spec and that have been final accepted. If you have video tapes on projects, please forward to David Sadler. If pipes are found to have defects on projects, please coordinate with SCO as to the disposition. David Sadler is developing a training course for pipe installation and inspection.*
32. Cable Barriers – Joint DCE/DDE meeting - *Various issues are being found on Cable Barrier Systems.*
33. Performance Turf – sod vs. other products, payment for sod in those areas designated in the plans to be sod or directed by engineer to be sod, otherwise, it is contractors

choice what products to use for turf establishment – payment for non-sod required areas to be by performance turf (contractor’s option). The choice is the contractors whether to spend \$ on maintenance costs versus materials costs. Prepared soil layer is not required for Treatment I, so we should not be entertaining arguments from contractors from contractor if turf fails. Prepared soil layer is required for Treatment II. *This issue was cleared up with Design. Where Standard Index requires sod, sod is to be placed.*

34. Index 11320 – A325 or A307 bolts? Span Sign Structure Design Standard

4) Sign Structure Materials:

a. Upright and Chords (Steel Pipe): API -5L-X42 (42 ksi yield) or ASTM A500, Grade B.

b. Steel Angles: ASTM A 709, Grade 36.

c. Steel Plates: ASTM A 709, Grade 36.

d. Weld Metal: E70XX.

e. Bolts: ASTM A307 or ASTM A325 Type I, (snug tight) with single, self-locking nuts or regular nuts with a galvanized, locking TRW

Alternate Splice Bolts: ASTM A325, Type I (slip critical).

f. Anchor Bolts: ASTM F1554, Grade 55 with ASTM A563 Grade A heavy-hex double nuts.

g. Install all nuts per manufacturer's instructions.

h. Bolt hole diameters: equal to the bolt diameter plus 1/16 "

i. Anchor bolt hole diameters: equal to the bolt diameter plus 1/2".

On existing sign structures, it has been reported to FDOT by a contractor that bolts are being mixed and causing problems. Action: Brian B. to talk with Tim Lattner on this.

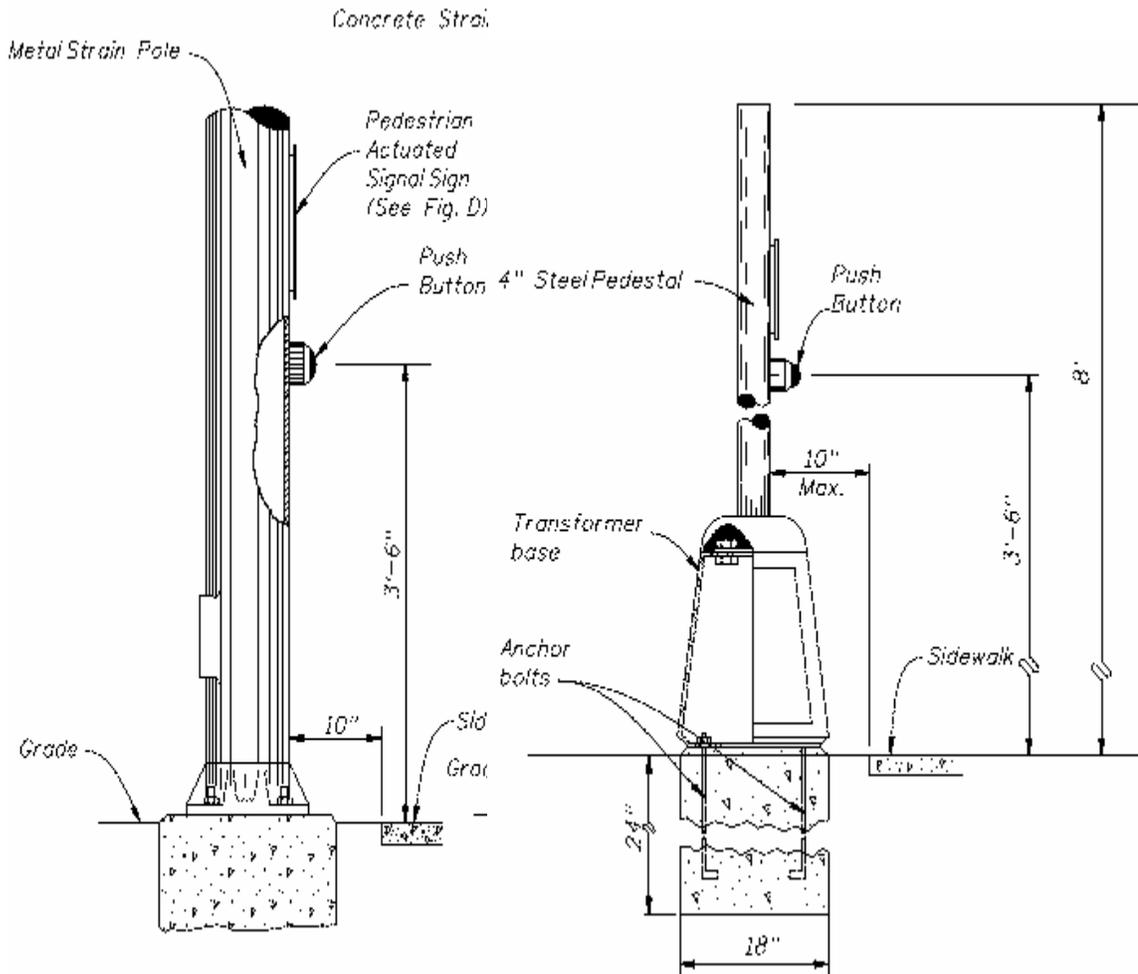
35. Thermo or paint on your construction projects – what are you doing in your district?
How many jobs being done on construction in your district?

The Districts were polled and the following results were received:

D1- All Thermo, D2- Paint, D3- Paint, D4 – Paint, D5-Paint but want to go to Thermo, D6-Paint, D7-Thermo, Turnpike- Paint

36.

Index 17784 – ADA conditions for Ped button to be mounted to pole, requirement for 10” from base of the pole to the sidewalk edge – should be from the ped button to the sidewalk edge. *Please be aware the design standards are being corrected regarding on this error.*



37. Vibration Damage Complaints - We have been having more of these situations recently and are becoming increasingly political. Is it time we look at this issue and handle differently, or should we stay the course we've been going? With SUPERPAVE ASPHALT, we acknowledge there may be times where the plans or the Engineer direct "static mode only", and Table 334-7 offers the reduced density requirements. Should we have a similar "no vibration" spec for earthwork and/or base? What kind of impact would this have on our quality?

Involve CO legal if this is an issue on a project in your District.

General Discussion Topics:

38. *A CEI can be managing a contractor on a project and acting as a QC Manager on another project for the same contractor.*
39. *If a contractor redesigns a change and the EOR reviews and approves the change and an error is discovered later, the error is on contractor that redesigned.*

40. *If a contractor is hired in pre-construction to do lead paint abatement as a Contamination/Assessment Remediation (CAR) Contractor, the CAR contractor should be QP-2 Certified by SSPC. He is performing a service contract and should be certified. This will need to be looked at around the state to see if CAR contractors do have this certification.*



U.S. Department
of Transportation
Federal Highway
Administration

Florida Division

545 John Knox Road, Suite 200
Tallahassee, Florida 32303

(850) 942-9650

February 14, 2007

In Reply Refer To: HBR-FL

Mr. Ananth Prasad
Chief Engineer
Florida Department of Transportation
605 Suwannee Street
Tallahassee, Florida 32399

FEB 16 2007

Dear Mr. Prasad:

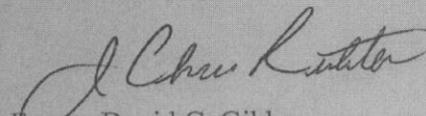
On March 8, 2006, our Division Office forwarded by email, an FHWA memo (see enclosed) dated March 7, 2006, to the FDOT Roadway Design Office. The purpose of this memo is to implement Public Law 109-59, Section 1805 under SAFETEA-LU, which directs a state to make the debris from the demolished bridges available for beneficial use by a local, State, or Federal agency.

In order to implement it, the memo requests FDOT to develop a procedure for 1) reaching out to the local, State and Federal agencies each year and solicit interest in using the bridge debris, 2) notifying interest recipients of the availability of bridge debris, and 3) developing appropriate contract provisions to clearly identify the responsibilities of the contractor, the State and the recipient.

Based on the email responses to date, this task was originally assigned to the Roadway Design Office, and later it was shifted to the Structures Design Office. Recently the Structures Design Office suggests the State Construction Office take over this task. In order to implement this legislation in a timely manner, we request that FDOT set up a "timeline" for the development of the above mentioned implementation process.

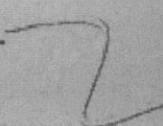
Thank you for considering this request. If you have any question, please contact Mr. Jeffery Ger at 942-9650 extension 3039.

Sincerely,


For: David C. Gibbs
Division Administrator

Enclosure

**MOVING THE
AMERICAN
ECONOMY**





U.S. Department
of Transportation
Federal Highway
Administration

Memorandum

Subject: **ACTION:** Use of Debris from
Demolished Bridges and Overpasses

Date: March 7, 2006

From: */s/ Original Signed by*
M. Myint Lwin, P.E., S.E.
Director, Office of Bridge Technology

Reply to
Attn. of: HIBT-10

To: Directors of Field Services
Resource Center Director and Operations
Managers
Division Administrators
Federal Lands Highway Division
Engineers

Please notify the States that they have the responsibility to administer or implement Public Law 109-59, August 10, 2005, Section 1805, "Use of Debris From Demolished Bridges and Overpasses." The legislation directs a State to first make the debris from the demolition of such structure available for beneficial use by a Federal, State, or local government, unless such use obstructs navigation. This section covers the beneficial use of debris from a demolished structure that is eligible for Federal assistance under the Highway Bridge Replacement and Rehabilitation Program under Section 144, Title 23, United States Code. The "beneficial use" is defined as the use of the debris for purposes of shore erosion control or stabilization, ecosystem restoration, and marine habitat creation.

Recognizing the differences in each State's highway bridge program, the States may develop their own procedures for notifying recipients of the availability of bridge demolition debris. We suggest the States reach out to the local, State and Federal agencies each year and solicit interest in using the bridge debris. The recipient of the debris shall bear the additional cost of processing, delivery, placement and use of the materials, and shall assume all legal responsibility for the placement of the debris. Preconstruction agreement should be established between the States and recipients of the debris, outlining responsibility, cost and compliance with environmental laws and regulations. The agreement should include such language holding the owner of the demolished structures harmless in any liability action. The State should include appropriate contract provisions to clearly identify the responsibilities of the contractor, the State and the recipient.

If there are any questions or request for more information, please call Benjamin Tang at 202-366-4592.



Structures. The classification, development phases and responsibilities of the district and central office structures personnel can be found in *Chapter 26, PPM, Volume I*. An important step in the development of bridge plans is the Bridge Development Report (BDR), which is submitted with the Phase I (30%) plans. Chapter 26 also describes the content and format of the BDR. Additional structure design information can be found in Chapters 27 through 32 of the *PPM, Volume I*. Other important structural design references can be found on the *Structures Design Office* website.

In response to section 1805 of the SAFETEA-LU legislation the Department must notify Federal, State and local governments as to the availability of bridge debris due to demolition for use as shore erosion control or stabilization, ecosystem restoration, and marine habitat restoration. This notification will take place after the completion of the BDR, or 30% plans. The notification will identify the quantity of debris and when the debris will be available (general time estimate, i.e. Fall, 2009). The Federal, State, or local government agency must reply within a reasonable time frame allowing for the development of an Inter-Agency Agreement. **It is important to include the District Construction Engineer in the development of the Inter-Agency Agreement to insure that the conditions of the agreement will not have a detrimental effect on the construction activities.** The results of this agreement will be included in the construction documentation as stated in Part 1, Chapter 13, section 13.5.2.3 of the PPM. An example of the Notification Letter can be seen in Figure 4, at the end of this chapter. If no agency expresses an interest in the material, the Department will dispose of the material in accordance to standard specifications.

(DATE)

Agency Name
Address
City, State

SUBJECT: Use of Debris from Demolished Bridges and Overpasses
Financial Project Number XXXXXXXXXXXXX
State Road 44 Bridge over the St. Johns River
Volusia County, Florida

This notice is being sent to you as required by Public Law 109-59, Section 1805, which directs the Florida Department of Transportation (FDOT) to make debris from demolished bridges available for beneficial use by a local, State or Federal agency. Beneficial use is defined as the use of the debris for shore erosion control and stabilization, ecosystem restoration, and marine habitat creation.

The bridge to be demolished is the *State Road 44 Bridge over the St. Johns River* in *Volusia* County. The demolition of the *SR 44 Bridge* will result in *XXX* cubic yards of steel reinforced concrete debris. The project is scheduled for construction to begin in *December, 2009*. The demolition of the existing bridge should begin in the *Fall of 2010*. A detailed construction schedule will be developed once the contractor is named.

If your agency has an interest in the beneficial use of this material please contact *Mr. John Smith, FDOT Project Manager, at (District Mailing Address) by (2 months after the date of notice)*. The FDOT will negotiate an Inter-Agency Agreement with your agency that will describe the responsibilities of each party. Be advised that the FDOT will not accept any liability, nor any additional cost associated with your agency's use of this material.

If you need additional information, please contact me at the above address, or call me at *(555) 123-4567*.

Sincerely,

John Smith
FDOT Project Manager

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE DEBRIS REUSE AGREEMENT**

This Agreement, entered into this _____ day of _____, _____, between the State of Florida Department of Transportation, hereinafter called the Department, and _____, hereinafter called the Agency, shall terminate on _____, unless terminated sooner or extended by the parties in writing.

WHEREAS, the Department through its contractor will be demolishing the _____ bridge at _____ resulting in approximately _____ cubic yards of debris; and

WHEREAS, the Agency desires to reuse the bridge debris for shore erosion control and stabilization, ecosystem management, and / or marine habitat creation

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

(1) General

- (a) The recitals hereinbefore set forth are true and correct and are deemed to be incorporated herein.
- (b) The Agency will provide a staging area of sufficient size to accommodate the delivery of the bridge debris, and will be responsible for all off loading of debris at the staging area.
- (c) The Department will provide the unprocessed bridge debris to the Agency's staging area.
- (d) The Agency will be responsible for the transportation of the bridge debris from the above designated staging area to the final location where the material will be reused.
- (e) The Agency will be responsible for any processing required prior to the reuse of the debris.
- (f) The Agency will be responsible for any permits required for the storage and reuse of the debris.
- (g) The Agency will be responsible for additional cost for the project associated with the Agency's reuse of the debris. This would include, but not be limited to, additional transport costs, and construction delays.
- (h) The Agency shall comply with all applicable laws in the performance of this Agreement, including the transportation, storage, and reuse of the bridge debris.

(2) Indemnification and Insurance

(a) To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees. When the Department receives a notice of claim for damages that may have been caused by the Agency or an agent or employee of the Agency, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days. The Agency agrees to provide independent counsel to the Department, at the Agency's expense, in defense of such claims. The Department's failure to promptly notify the Agency of a claim shall not release the Agency of the above duty to defend. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

(b) The Agency shall carry or cause its contractor/consultant to carry and keep in force during the period of this agreement, or until the debris is used as desired, or properly disposed of, public liability insurance protecting the Department against any and all claims for injury and damage to persons and property, and for the loss of life or property occurring in, on,

or about the bridge debris arising out of the act, negligence, omission, nonfeasance, or malfeasance of the Agency, its agents, or employees. Such insurance shall be for a limit of not less than \$1,000,000 for all damages arising out of bodily injuries to, or death of, one person and, subject to that limit for each person, a total limit of \$5,000,000 for all damages arising out of bodily injuries to, or death of, two or more persons in any one occurrence, and not less than \$500,000 for all damages arising out of injury to, or destruction of, property in any one occurrence. All such policies shall be issued by companies licensed to do business in the State of Florida and all such policies shall contain a provision whereby the same cannot be canceled or modified unless the Department is given at least sixty (60) days prior written notice of such cancellation or modification. The Agency shall provide the Department certificates showing such insurance to be in place and showing the Department as additional named insured under the policies. If self-insured or under a risk management program, the Agency represents that such minimum coverage for liability will be provided for the leased property.

(5) Miscellaneous

(a) This Agreement may be terminated immediately by the Department upon default by the Agency, and may be terminated by either party, without cause upon 15 days prior written notice to the other party.

(b) This Agreement contains the complete understanding of the parties with respect to the subject matter hereof. All prior understandings and agreements, oral or written, heretofore made between the parties are merged in this Agreement, which alone, fully and completely expresses the agreement between the parties with respect to the subject matter hereof. No modification, waiver, or amendment of this Agreement or any of its conditions or provisions shall be binding upon either party unless in writing and signed by both parties.

(c) This Agreement shall be governed by the laws of the State of Florida.

(d) All notices to the Department shall be sent to:

(e) All notices to the Agency shall be sent to:

(f) The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions hereof.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

Agency: _____

State of Florida Department of Transportation

By: _____

By: _____

Print Name

Print Name

Title: _____

Title: _____

Attest: _____ (SEAL)

Legal Review: _____

Print Name

Title: _____

Good morning Ananth, I will look into each of the concerns below. However, I think some may be isolated incidents based on the following;

All Districts conduct a post pre construction conference when training is required and meet with the prime to determine the final number of trainees on the contract based on opportunity, days and scope of work. The initial number only considers days and dollars. Each contractor along with the project administrator should be involved in deciding the final trainee goal on the project. The decision is not based on the judgement of the DCCM alone or rather it should not be. Please let me know if there are specific Districts where the contractors have this concern.

Trainees assigned to projects in relation to the work force number is not a criteria we have considered nor is it a option in the Federal Regs we must look at the dollars, number of days, type and scope of work and the contractors workforce only to determine if the work force is reflective of the recruitment area. Maybe I need a little more information on this one to fully address, but the number of people employed by the contractor will not influence the number of trainees required on the project, however the amount of work and the opportunity to train will.

All State Funded projects including the Turnpike are eligible to participate in Banking if the contractor states the desire do so before starting work. I'll look into this and make sure that no request have been denied based on the Turnpike's alleged position not to participate.

Please provide me with any additional information or insight you have for me to fully address these concerns and resolve if necessary. In the mean time I will follow up on and report back to you no later than Wednesday August 22, 2007.

Thanks for bringing this to my attention and giving me the opportunity to respond.

Sylvia C. Barge
State Contract Compliance Administrator
Equal Opportunity Office
(850)-414-4742
sylvia.barge@dot.state.fl.us