District Construction Engineer's Meeting Minutes
February 27 – 28, 2008
Orlando, FL

The following individuals attended the District Construction Engineer's meeting:

David Sadler, Greg Jones, Calvin Johnson, Jerry Rudd, Pat McCann, Pete Nissen, Brian Pickard, Patrick Stanford, Ron Chin, Brian McKishnie, Brian Blanchard, Ernest Garcia, Tim Ruelke, Frank O'Dea, Lorie Wilson, Jennifer Taylor, Keith Hinson, Steve Benak, Derek Fusco, Paul Wai, Bill Sears, Terry Muse, Alan Autry, Jon Sands, Mark Croft, Rudy Garcia, Jerry Rudd, Patrick Stanford, Tracie Rose, Nancy Aliff, Greg Schiess, Matt Price, Millicent Burns, David Chason and Kim Smith

Directors Meeting:

Ananth Prasad, Nick Tsengas, Jimmy Rodgers, Hesham Ali, Gus Pego, Jim Moulton, Jennifer Olson, Alan Hyman, Sharon Kendrick, Tim Lattner, and Chris Warren

Joint Directors of Operations and District Construction Engineer's Meeting Minutes

Brian B. requested feedback on the Construction Conference. The following concerns were noted; parking fee, downtime, audio for presentations, relevance of some presentations, and heating/cooling. Brian noted 1100 contractors/CEI and 236 FDOT personnel were in attendance.

Brian discussed the Tier 2 Business Plan for Construction. The following objectives were discussed:

Establish Mission and Vision for Construction Statewide
Reinforce Vision and Mission
Improve Quality of Product
Preserve Environment
Improve Quality of CEI
Minimize impacts to Adjacent Properties
Minimize impacts to Traveling Public
Enhance Active Work Zone Safety
Monitor Tracking System
Improve Information Management System
Ensure a well-trained work force
Reduce Avoidable/Premium Costs
Develop cost-effective value added inspection program and documentation for Contracts less than $1 million
Control Contract Administration Costs
Control Cost Overruns
Control Time Overruns

The Business Plan will be posted on the SCO website upon completion.

All districts will use FSU in 2008 for the Resident and Business Owner Surveys. Ananth suggested the D6 can continue their surveys, but FSU should survey D6 as well.

We discussed temporary rumble strips for lane closures on two lane highways. Ananth suggested requiring for night time, and have further discussion for daytime (whether to require or not)

Safety Training (CBT): Goal is for all in-house employees to take the training.

Claims Training: Another round of training is needed due to the turnover among the districts.

It was noted the following topics may want to be added to the Business Plan, "Are we delivering projects fast enough?" and "Higher and better ride quality?"

Ananth noted the following:

- ***Every cost proposal submitted by a contractor needs to be certified.***

- ***A state economic stimulus project may be forthcoming. Please look ahead at your production schedules for potential projects.***

- ***Try to reasonably negotiate with the contractors on issues/disputes rather than going to a disputes review board. Every District should have an escalation matrix.***

- ***The Districts should be using the Design Build RFP boilerplate document on the website rather than creating their own D/B RFP format or shell.***

- ***District personnel should be accessible and reach out to the contractors/industry. A residency office noted it conducts a ½ day partnering meeting on their projects to improve relationships.***

- ***The Districts need to have an open, fair and transparent procurement process for consultants.***

- ***District 1 was granted approval to pursue the purchase of safety boots for certain personnel positions.***

- **Settlement Agreements:** FICE's position is the FDOT should be more understanding. Sometimes unforeseen conditions can cause a contract to expire or exceed the limiting amount. ***If the Department is at fault, the Department***

should be open to a settlement agreement. If a consulting firm is at fault, there should not be a settlement agreement.

- FICE CEI group continues to express concerns about contractors not providing accurate timely asphalt reports, not using experienced personnel, that the CEI is doing the QC for them, not being held accountable, etc. ***The CEI needs to hold the contractors accountable for the CQC paperwork for asphalt by the CPPR and pulling QC plans when appropriate, withholding the estimate, and letting Lewis Harper know during Prequalification.***

- ***Expect an economic stimulus package this summer.***

<u>District Construction Engineer's Meeting Minutes</u>

1. QC Plans and Manuals – What is your district doing for review and acceptance of plans? D2 issue – Update on DRB issue related to QC Plan requirements. Discuss "multiple plans" per job.

<u>Action Item</u>: If a project crosses District lines, the QC plan needs to be coordinated and reviewed for consistency between the Districts. In reviewing QC Plans, please look at the contractor's proposed process to deliver the product. The State Construction Office needs to update the QC Plan checklist, guidelines and boilerplate requirements.

2. Acquisition Time on Projects – Juanita Moore questions (include handout).

This item was postponed. This has to do with the time between the bid date and notice to proceed.

3. CPPR – Districts providing guidance contrary to SCO guidance (i.e., don't document VW (D2, D3), do not charge non-conformance days in Category 8 for DWL or DL in Category 3 until all points in Category 3 depleted (D6)). Is it clear when the CPPR should start being administered on Design-Bid-Build projects and on Design Build projects and at what time certain categories should start being graded?

<u>Action Item</u>: The Districts need to be consistent with the CPPR guidance on the SCO website. The Districts are to ask their resident offices opinion about not charging non-conformance days in Category 8 for DWL or DL in Category 3 until all points in Category 3 are depleted. David is to send out a reminder note on this. CPPR is to begin at Contract Execution for those categories affected.

4. Holiday Time adjustments – SCO guidance on issue, Department direction discussion. (Attach Richard email)

From: Sadler, David A
Sent: Monday, December 17, 2007 8:33 AM

To: Ruelke, Timothy
Subject: Granting of holiday time

Per our conversation, information below has to do with granting of holiday time based on current version specs.

Comments that I keep hearing on this issue from industry (and below in your comments) is that the spec doesn't refer to contractor's normal work week as basis for evaluating the time extension for holidays. Actually, the spec does make reference to normal work day. See excerpt from 8-7.3.2:

" The Department will grant time extensions, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions, related adverse soil conditions or suspension of operations due to holidays that prevent the Contractor from productively performing controlling items of work resulting in:

(1) The Contractor being unable to work at least 50% of the normal work day on pre-determined controlling work items due to adverse weather conditions, holiday suspension; or"

The normal work day is determined from the contractor's schedule and duration for the work day.

So, the logic is this - the contractor provides a schedule that indicates its intended work week (thus determining the normal work days). If inclement weather affects one of the normal work days as allowed by the spec, a day is granted. If the contractor is unable to work on a normal work day due to the suspension of operations for a defined holiday, the contractor would be granted time for the normal work days affected by the holiday. The contractor would not receive a day(s) for holiday suspension days occurring on non-normal work days.

Thoughts or comments?
Richard Massey/CO/FDOT

07/06/2007 09:17 AM

To David Chason/CO/FDOT
Subject, Specification 8-6-4 Holiday Extensions(revised)

There are concerns of how to interpret the accurate granting of holidays on a day for day impact on which the Contractor is not allowed to work versus basing holidays off of a formulaic approach. (Specification 8-6.4 (Suspension of Contractor's Operations-Holidays)).
The following questions have been posed and the State Construction Office offers the following interpretation to them.

1.) If the Contractors normal work schedule is Monday thru Friday and the Holiday is Thanksgiving falling on a Thursday, Friday, Saturday and Sunday. According to the second underlined section under 8-7.3.2 we would only give a holiday on Thursday and Friday because the contractor was prevented from productively performing

controlling items of work? Based on my interpretation, I would allow for two days extension, (Thursday & Friday) due to the fact that the Contractor's normal workweek in Monday thru Friday and when contract time is calculated it includes weekends. Contractor doesn't work on Saturday and Sunday so he wouldn't get an extension.

2.) If the Contractors normal work schedule is Monday thru Friday and the Holiday is Thanksgiving falling on a Thursday, Friday, Saturday and Sunday and the Contractor asked to work Friday and Saturday, and we approved it. He worked Friday but it rained Saturday. We would give a Holiday for Thursday and a Weather day for Saturday? Nothing for Friday or Sunday? Based on my interpretation, I would allow for the following:

Thursday = Holiday Extension
Friday = Regular Work (No Extension)
Saturday = Weather Day
Sunday = Regular Work (No Extension)

3.) If the Contractors normal work schedule is Monday thru Friday and the Holiday is Thanksgiving falling on a Thursday, Friday, Saturday and Sunday and the Contractor asked to work Friday, Saturday and Sunday, and we approved it with the stipulation of no lane closures, therefore he could not do any of his controlling items of work. If the contractors inability to close lanes impacts the critical activities more than 50% then would we give a Holiday for Friday, Saturday and Sunday? Yes, based on my interpretation, I would allow for an extension for Friday, Saturday and Sunday due to Specifications 8-7.3.2 says "The Department will grant time extensions, on a day for day basis, for delays caused.....from productively performing controlling items of work resulting in: (1) The Contractor being unable to work at least 50% of the normal work... Thursday would also be included as a holiday extension, due to being Contractor's normal workweek schedule.

4.) What happens through Christmas with the Holiday time? December 24 through January 2. Weekends are not normally in the contractor's schedule. Based on my interpretation, if the Contractor didn't request to work in any of these periods I would adhere to section 8-6.4, "Contract Time will be charged during these holiday periods regardless of whether or not the Contractor's operations have been suspended.

5.) Does the Contractor have to request to work during the holiday in order to receive a Holiday Extension? No, the Contractor automatically would get a holiday extension if the holiday falls within his normal workweek schedule.

6.) If a Contractor requests to work, FDOT grants permission to work, and Contractor fails to show up, Do we still grant a Holiday Extension? Yes, if that holiday falls within his normal workweek schedule, he would be entitled to an extension.

7.) If a Contractor does not request to work during a holiday, does he automatically qualify for a Holiday Extension? Yes, if that holiday falls within his normal workweek schedule, he would be entitled to an extension.

Richard R. Massey

Action Item: ***The purpose of this specification change was to treat holidays like weather days. As a result, if Thursday and Friday are holidays, they are to be treated like weather days. Several individuals believe the new specification is being interpreted differently. Ernest Garcia will take the charge is proposing a specification revision to 8-7.3.2 and will send it to David S.***

5. DRB Recommendation Regarding Holiday Suspensions

From: Sadler, David A
Sent: Wednesday, January 02, 2008 11:17 AM
To: 'Ed Perez'; McCann, Patrick; Prasad, Ananth; Blanchard, Brian A; Drummond, Courtney; Caballero, Eduardo; Nissen, Pete; Johnson, Calvin
Cc: WPB_Project3; WPB_Project_Engineers
Subject: RE: DRB Recommendation Regarding Holiday Suspensions
,

My recommendation is that the DRB recommendation be accepted. The spec in section 8-7.3.2 addresses that the " Department may grant an extension of Contract Time when a controlling item of work is delayed by factors not reasonably anticipated or foreseeable at
the time of bid." The noted contract holidays and subsequent charging of time for those holidays is known at the time of bid so are foreseeable. Since at the time of this project, the FDOT included days for holidays in the contract time, these would not be eligible for granting of time to the contractor. However, as stated by the DRB, if holiday periods do occur during time granted during construction and the contractor would be eligible for time based on the reasoning presented by the DRB below.

As for the dissenting opinion of the board, it has no impact on the DRB recommendation or FDOT's decision to accept or reject.

Brian or Calvin, anything either of you want to offer?

David A. Sadler, P.E.
State Construction Engineer

Excerpts of the DRB recommendation:

DISPUTE REVIEW BOARD RECOMMENDATION

FINANCIAL PROJECT ID. [redacted]

[redacted]

[redacted] **COUNTY**

Request for Time Extension Relating to Contract Required Suspension of Operations for Holidays.

After a review of the project, it was determined that for the years of 2004, 2005 and 2006, [redacted] Construction Company had requested to work on average, over 15% of the holidays as outlined in the Specifications. For these days, [redacted] was able to perform Contract Work and Contract Time was charged. Yet, for the holidays that [redacted] did not work per Section 8-6.4, Contract Time was charged.

ENGINEERS POSITION STATEMENT

Issue
Contractor requested a fifty-four (54) day time extension for holiday time suspensions throughout the contract to date.

Background
On June 20, 2007, [redacted] submitted a 54-day time extension request for the suspension of the Contractor's operations during holiday periods since the beginning of the contract. This request is attached as Exhibit 1, and it was the first notice or indication we received from [redacted], and indeed from any contractor to the best of our knowledge, that they believe themselves entitled to time extensions for any holiday time suspensions specifically contemplated under the contract in article 8-6.4 of the Supplemental Specifications. The Contractor's position is that any suspension under Article 8-6 requires a Time Extension per Article 8-7.3.2. The Department rejected this request in a letter dated July 20, 2007 (Exhibit 2), based on the fact that the contract time as calculated already includes the holidays referenced in Article 8-6.4, and that the Contractor had the opportunity to work on the referenced holidays, had they simply requested to work as the contract specifications allow, but they chose not to.

Contractor's Position
[redacted] argues that they complied with the requirements of Article 8-6.4 (Exhibit 3) by suspending operations during certain holiday periods, and that based on Article 8-7.3.2 (Exhibit 4) they are entitled to a time extension, quoting the following sentence: "Whenever the Engineer suspends the Contractor's operations, as provided in 8.6, for reasons other than the fault of the Contractor, the Engineer will grant a time extension for any delay to a controlling item of work due to such suspension."

Department's Position
[redacted] is trying to make their argument by taking portions of the specifications out of context; however, when the contract and specifications are considered as a whole, it is clear that the Contractor is not entitled to the requested time extension.

BOARDS FINDINGS

The Holiday suspension of operations has been a part of all Construction Contracts let after 2000. Each Bidder can reasonably anticipate or foresee, at the time of bid, the Contractor will be required to suspend operations on the Holidays listed in Section 8-6.4

Section 8-6.4 of the Specifications clearly states that unless the Contractor submits a written request to work on a Holiday at least 10 days in advance of the requested date and receives written approval from the Engineer, the Contractor shall not work on the following Holidays days (See List). The suspension of operations in the case of holidays is required by Contract and not a function of the Engineer's responsibility.

The last sentence in Section 8-6.4 , paragraph one, states the Contractor is not entitled to any additional compensation for suspension of operations during such Holiday periods, The granting of contract time in this case would be a type of compensation. Time is money.

Section 8-6 of the specifications deals with a number of types of suspensions of operations. Some directed by the Engineer and others required by Contract. Section 8-6.4 is required by Contract.

Section 8-7.3.2 of the specifications states whenever the Engineer suspends the Contractors operations as provided in Section 8-6, for reasons other than the fault of the Contractor, the Engineer will grant a time extension for any delay to a controlling item of work due to the suspension. The Holidays periods listed in Section 8-6.4 are not mentioned as the Holiday suspension of operations is required by Contract and not set, ordered or directed by the Engineer.

BOARDS RECOMMENDATION

The Board after careful consideration of the document packages submitted
finds the Contractor is **NOT ENTITLED** to additional time relating to Holiday suspensions encountered during the initial Contract time period of 1,350 calendar days. However to the extent the Contract time has been extended due to reasons not caused by or the fault of the Contractor, he is **ENTITLED** to an extension of time for holidays during that extension as long as he does not choose to work or is refused after making the proper request.

This was discussed and David S. noted that this would not have gone to the DRB with the new specification.

6. Lump Sum Asphalt Pay Adjustments – cores compared to calculated spreadrate – update from Lorie Wilson. Pat McCann questions regarding 5% adjustment (email) and engineer's authority.

In the first paragraph, it implies that the Engineer will decide if there will be any pay adjustment at all for deficient spread rate. In the second paragraph it explains how to make adjustments.

Questions:

1. Is it the intent that all spread rates that fall below 5% design spreadrates will receive adjusted pay or is the Engineer free to unilaterally determine whether or not to make this adjustment?

2. In this spec., whom is the Engineer? Is it the RE, DBE, DCE, PA?

The Engineer will determine if the material of the roadway pavement is acceptable to remain in place at full pay, remain in place at reduced pay or corrected at no cost to the Department. Final disposition of the finished roadway pavement will be based upon the comparison between the design spread rate specified in the Contract Documents and the combined value of the average spread rate of each sublot at the same area (including FC-6, but excluding FC-5). The acceptable tolerance of the combined spread rate evaluation of the roadway pavement is ± 5%.
Reductions in pay will be determined per sublot by applying a proportional reduction in

payment for the material in question, based on a ratio of the average spread rate for the sublot to the design spread rate, which will then be applied using the unit price(s) as shown in Table 9-1. Any quantity over the designed spread rate specified in the Contract Documents shall not be paid.

<u>Action Item:</u> Lorie presented data from one Lump Sum project. The purpose of this change is to try to eliminate the paperwork for the asphalt spreadrate calculation exercise on Lump Sum projects by showing a correlation between the calculated spreadrate and the asphalt cores. David S. requested for other Districts to develop more data from other projects.

From polling the Districts, the PA's are coordinating with the District Bituminous Engineers on any need for asphalt pay adjustments.

7. Certifications of Requests for Equitable Adjustments – inconsistencies between districts – Districts to bring examples of what they are receiving.

Ananth's position is that any Contractor's cost proposal for additional monies will be required to be certified.

8. Contractor's Certification of Claims – 5-12 spec issue, Brian's email to DCE's (attached)

From: Blanchard, Brian A [mailto:Brian.Blanchard@dot.state.fl.us]
Sent: Monday, December 10, 2007 2:19 PM
To: FDOT-DCE
Subject: Pass-Through Claims

There have been discussions recently about certified claims submitted by sub-contractors. Specifically, the question was whether the prime contractor had to certify a claim that is certified/passed-through by the sub-contractor.

Under the contract that the prime contractor has with the Department, the prime has to review the sub-contractor's claim package and then be comfortable enough to submit it to us on his letterhead and certify that he has reviewed it and is passing it through to the Department. The prime has to certify that the claim is made in good faith, that they have performed a reasonable review of the claim, and that it has merit.

<u>Action Item:</u> Brian reemphasized that on pass-through claims that the prime has to review the sub-contractor's claim package and be comfortable enough to submit it to us on his letterhead, certify that he has reviewed it, it is made in good faith, it has merit, and is passing it through to the Department. We need to develop standard certification language for pass –through claims and address the use of qualifiers (should it be allowed. Brian to work on this.

9. Preliminary Punchlists – What are the Districts doing? Legal implications of multiple lists.

The Districts are developing several deficiency or worklists of work to be completed on projects. These worklists should not be construed as punchlists. Punchlists should only be written at the appropriate time which is after the contractor has notified the Department per Section 5-10.2 that all the work is completed.

10. Bonus jobs affecting decisions at end of projects – feedback from Landscape Architects about lack of enforcement of contract requirements. Also, continue to hear from district that project personnel are not getting certifications from Landscape Architect working for contractor for inspection during establishment period.

David stated that the Districts need to be following project requirements per the specification. The installation and establishment period requirements need to be followed.

11. Summary of pilot projects – Derek There are numerous pilot projects going on Statewide (i.e. Witness and Hold, PPI, A+B w/o I/D, Adjustable Manholes, RAP in Friction Course, etc…). As a result, I will be trying to put together a summary spreadsheet of all of the statewide projects with results.

<u>Action Item:</u> Derek will develop a summary spreadsheet for pilot projects and put it on a Sharepoint site for the Districts to complete. Alan A. to send Derek a link to forms that D-1 uses for their pilot projects.

12. Estimates being kicked back from Comptroller's Office when project has not encumbered sufficient funds on jobs that have significant overruns. What are districts doing to track/monitor?

The Districts were polled; D-2, D-3, and D-4 did not have any problems with this, D-1, D-5, D-6, D-7 and D-8 are tracking/monitoring this to prevent this from happening.

13. MOT and steady burn lights – include Ananth's 12/06/07 email

-----Original Message-----
From: Prasad, Ananth
Sent: Monday, December 03, 2007 9:42 AM
To: Adams, Cheryl
Cc: Creed, Richard; Mills, Jim; Maxwell, Stefanie
Subject: RE: Steady Burn Light Research Information

At this time, let's table this discussion due to the lack of overwhelming evidence that any definitive benefit would come from removing the lights based on past studies and focus on enforcement and maintenance of existing facilities to ensure the safest and most effective work zones.

Ananth

Ananth Prasad, P.E.

Chief Engineer
(850) 414-5240

-----Original Message-----
From: Adams, Cheryl
Sent: Monday, December 03, 2007 9:07 AM
To: Prasad, Ananth
Cc: Creed, Richard; Mills, Jim; Maxwell, Stefanie
Subject: FW: Steady Burn Light Research Information

Please review the attached summary and the e-mail below:

Do we want to:

One, table this discussion due to the lack of overwhelming evidence that any definitive benefit would come from removing the lights based on past studies. Instead, focus on enforcement and maintenance of existing facilities to ensure the safest and most effective work zones.

Or second, initiate a University research project to investigate this issue including tying together past studies as well as establishing and implementing testing criteria and procedures which will identify and highlight the possible unique characteristics of Florida's roadways. A Florida study would identify and address issues specifically related to Florida's driver environment and would allow FDOT to resolve this issue in the best interest of Florida's drivers, field workers and tax payers.

Third, Something else ??????

The MOTC stands committed to support either option at this time but would ask that whatever the decision, a memo be sent out to all DCEs and DDEs emphasizing which course of action the Department chooses to pursue.

Thanks

Cheryl Adams
Florida Deptartment of Transportation
Roadway Design Office - MS 32
605 Suwannee Street
Tallahassee, Florida 32399-0450

It was noted that this standard will not be changed. Florida is one of five states in the country that uses lights on barrier wall.

14. Reminder - Role of the SCO structures engineer on CC2 Bridge projects

Reminder to please coordinate with SCO structures engineers, Rafiq Darji and Steve Plotkin, on issues on Complex Category II bridges. Overall doing a very good job with this.

15. QPL Items – just because an item is on the QPL does not mean that it is acceptable for use on the job. Must look closely as spec requirements (attach

Rafiq's 12/11/07 email on subject). Case in point is requirements in section 641 of the standard specs for item to be on the QPL and must have SMO approved QC plan. If QC Plan is pulled, the item would still be on the QPL but could not be used on the job until the QC Plan is re-approved. That is reason for project specific certifications for items on QPL.

From: Darji, Rafiq
Sent: Tuesday, December 11, 2007 10:09 AM
To: Mujtaba, Ghulam
Cc: Padgett, Guy; Byram, Karen; Ken Morgan; Kessler, Richard; Bergin, Michael; Blanchard, Brian A; Malerk, Tom; Brautigam, Duane; Wolcott, Jeremy; Wolcott, Jeremy; Voll, Steven; Sadler, David A; Plotkin, Steven
Subject: RE: Request for Program Level Help on Non compliant prestress concrete poles

Ghulam,

This is to clarify further on the subject issue.

The Specification Section 641-1 requires two things. One, the product has to be on the QPL and second, the product has to come from an approved plant. The products from ACCORD Industries meet the first requirement but do no meet the second. The QPL process takes care of the technicality or design issues of a product but the products quality control, certification, sampling, testing and or other requirements are controlled by the project specifications. Listing and inclusion of a product on the QPL is not to be considered as an endorsement by the Department. One of the major benefits of listing the products in the QPL is to eliminate repetition of Shop Drawing submittals and reviews of products that are being used routinely in FDOT projects. Regardless, the products have to meet all project specification requirements, such as QPL, Quality Control, sampling, testing, certifications etc.

I see this issue as strictly project specification enforcement not as a QPL. Since there are no problems with the products design itself, I would not recommend removing their name from the QPL. In reality, ACCORD Industries can supply their QPL products from any FDOT approved precast plants. It is up to the Contractor to supply the products as required by the specification. Remember, once we remove the product from the QPL, for most cases, we would not be able to put back the product on the list for at least one year. But, the QC plan can be submitted to the Department and get it approved at any time.

Similarly, there are other QPL products in the specification that require similar requirements. For example, Precast Concrete Wall Systems, the Specification Section 548 states that, obtain precast concrete wall system listed on the QPL (based on the FDOT Wall Type shown in the plans) and manufactured by a plant that is currently on the Department's list of qualified precast concrete plants. The wall types as listed in the QPL meet the Department's design requirements but the products quality control issues are enforced by the specifications. As mentioned above, by approving and listing the products on the QPL will eliminate unnecessary shop drawings submittals.

The following are the excerpts from the "Transportation Product Evaluation" (Topic No: 630-020-011-f) guidelines, which clearly indicate that the acceptance of QPL products on a

project is also subject to certification by manufacturer/contractor, additional sampling or testing or other acceptance requirements contained in the Contract Documents (in this particular case, Department's qualified concrete plat).

http://www2.dot.state.fl.us/proceduraldocuments/procedures/bin/630020001.p

3.1.3 When indicated in implemented Specifications, Design Standards or other Department Standards, acceptance of QPL products on a project is also subject to certification by manufacturers and/or contractors; additional sampling and/or testing of individual lots, batches or shipments made to construction projects or maintenance purchases; or other acceptance requirements contained in the Contract Documents.

3.1.5 The Engineer as identified in the ***Standard Specifications for Road and Bridge Construction*** and revisions thereto will ensure proper acceptance and/or certification of QPL products on the project site in accordance with Contract requirements. In each case, the Engineer should consult the Contract Documents and the ***Materials Sampling, Testing, and Reporting Guide (Section 5.2, Materials Manual, Topic No. 675-000-000)*** for the mode of acceptance, frequency of sampling, certification requirements and other acceptance requirements.

I know there is little bit confusion out there in regards to the use of QPL products. One can argue that by using QPL product should satisfy all the Department's requirements since the product has been approved by the Department. The best clarification to this question is as I mentioned earlier, the QPL's role is to approve the product's design, durability, maintainability and detailing issues. But the product's Quality Controls are covered by the specifications. We should not allow to satisfy one and ignore the other.

David will discuss and clarify this issue with the DCEs during forthcoming DEC meeting. We will also issue a "DCE MEMO" to emphasize and clarify this issue further.

I will also discuss with Duane and Karen to see whether we could add some additional notes on the QPL web site for guidance and alleviating these confusions.

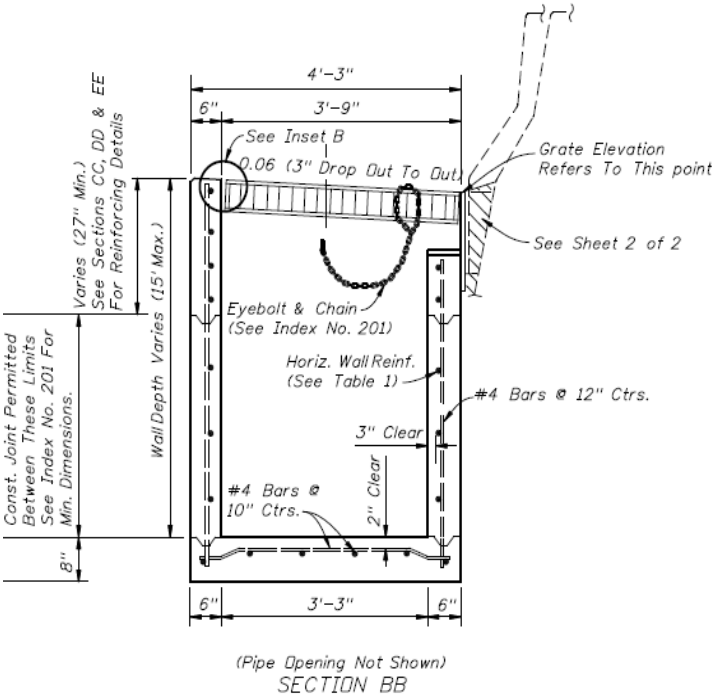
Let me know if you have any questions or need further clarifications.

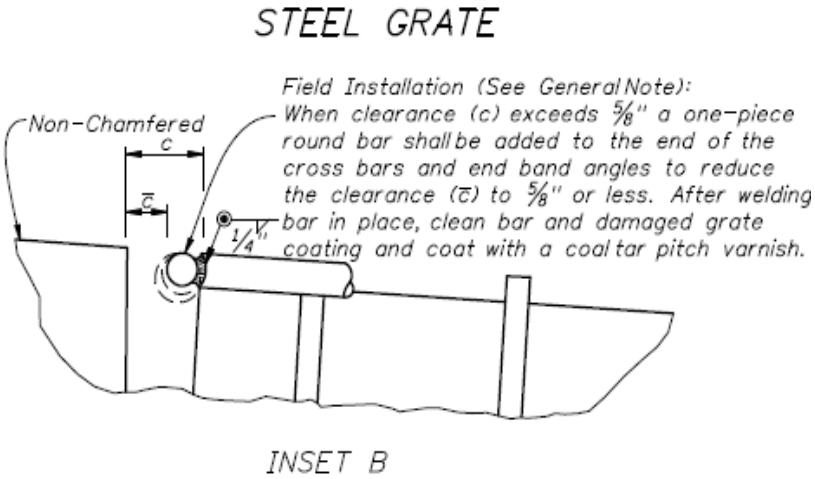
Regards

Rafiq Darji, M.S., P.E.
State Structures Construction Engineer

David noted that for vendors on the Qualified Products List (QPL) there is an additional need to check to see if the requirements for an approved Quality Control (QC) Plan are being met too. For example, there are two pre-stressed pole producers on the QPL, but presently they do not have approved QC Plans.

16. Bicycle and drainage grates – D5 project accident/fatality – 5/8” tolerance in the Standard Indexes.





Please be aware of the 5/8 inch tolerance in the gap on construction projects for this Standard Index.

17. Utility Accommodation Manual being rewritten to active voice.

The active voice rewrite of the Utility Accommodation Manual will be forthcoming.

18. Prep and Doc Manual changes regarding 4.5.2 signing/sealing by engineer in charge of project.

Please refer to the summary under number 28.

19. Standard Specification interpretations should be sent to SCO rather than EOR. Many interpretation questions are being directed to EOR who processed the spec package from the workbook. If the project has Technical Special Provisions or project design issues, they should be directed to the EOR. PA/PM should be one contacting EOR since FDOT has responsibility for post design services billings.

All specification interpretations should be done by the State Construction Office. Interpretations to Technical Special Provisions authored by the Engineer of Record can be interpreted by the EOR.

20. **CQC requirements for Asphalt:** FICE CEI group continues to express concerns about contractors not providing accurate timely reports, not using experienced personnel, that the CEI is doing the QC for them, not being held accountable, etc. My response: use the tools we have such as the CPPR, w/h the estimate if necessary, let Lewis know at prequalification time, don't final accept the project until the final paperwork is submitted. FICE's response is the districts are not willing to withhold a monthly estimate, and that the districts pressure them to final accept the project, even without the required paperwork. That FDOT is not holding the contractor accountable. **I need the DCE's feedback.** We should not be final accepting the project if the contractor is not doing what the contract requires. Are we not holding the contractor accountable?

The CEI needs to hold the contractors accountable for the CQC paperwork for asphalt by the CPPR and pulling QC plans when appropriate. See comments on page 2 from the joint Directors of Operations/DCE meeting.

21. **Settlement Agreements:** FICE's position is the FDOT should be more understanding. Sometimes unforeseen conditions can cause a contract to expire or exceed the limiting amount. Short duration projects are sometimes a problem. There should not be such a negative stigma on settlement agreements. If the construction contract runs over, it becomes a 100% penalty for the CEI with no recourse. My response: We should never say never, but CEI's should manage the project, be proactive, look ahead, and have a good justification if a settlement agreement is necessary (It must go through the District Secretary, DFS, and Legal). Do any districts have a blanket policy of "no settlement agreements"?

If the Department is at fault, the Department should be open to a settlement agreement. If a consulting firm is at fault, there should not be a settlement agreement. This was the consensus during discussions at the joint Directors of Operations/DCE meeting.

22. False Certifications – Mike Bowen – pursuit with State Prosecutor, what is Agency loss or damage if Contractor has already been declared non-responsible.

Mike Bowen was unable to attend this meeting. As a result, this item can be discussed at the next DCE Meeting

23. Discussion of the following in the Standard Specifications, section 8-5:

    It is prohibited as a conflict of interest for a Contractor to subcontract with a Consultant to perform Contractor Quality Control when the Consultant is under contract with the Department to perform work on any project described in the

Contractor's Contract with the Department. Prior to approving a Consultant for Contractor Quality Control, the Contractor shall submit to the Department a Certificate from the proposed Consultant certifying that no conflict of interest exists.

It was discussed that a consultant cannot be paid by the contractor and the Department on the same project.

24. Use of reclaimed limerock on construction projects– Credit vs. VECP

Action Item: ***It was decided that Standard Specification 200-2 will be revised to allow the use of reclaimed limerock. Specification change will be drafted to state where and under what conditions this reclaimed limerock can be used.***

25. Have contractors provide certified as-builts on ponds or provide all as-built information needed so FDOT can certify to the appropriate WMD. – Frank O.

7-2 Permits and Licenses.
Except for permits procured by the Department, as incorporated by Special Provision expanding this Subarticle, if any, procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. The Department will also acquire any modifications or revisions to an original permit incorporated by Special Provision to this Subarticle when the Contractor requires such modifications or revisions to complete the construction operations specified in the plans or Special Provisions and within the right-of-way limits.
Acquire all permits for work performed outside the right-of-way or easements for the project. In carrying out the work in the Contract, when under the jurisdiction of any environmental regulatory agency, comply with all regulations issued by such agencies and with all general, special, and particular conditions relating to construction activities of all permits issued to the Department as though such conditions were issued to the Contractor. *Provide to the Department all required survey data necessary for permit certification and described in the permits*. Post all permit placards in a protected location at the worksite.

Action Item: ***It was discussed that the subject spec should be revised. However, the sentence will be clarified that the survey is to be done by a Professional Licensed Surveyor.***

26. District Inconsistencies

It was discussed that there are minor statewide inconsistencies in the areas of materials and contract administration. However, the areas with the biggest inconsistencies are in EEO, wage rates, and trainee requirements. As a result, there is room for improvement. Kim Smith and Sylvia Barge are working to improve this area. The minutes of this District Inconsistency meeting is on the web.

27. D/B RFP's are to be reviewed by the District General Counsel before they are issued. Procedures require CO Construction to review and approve all RFP's and any deviations from Design Standards and Policies need to be reviewed by

Roadway Design. There were concerns raised with requiring the District General Counsel having to review RFP's before they are issued at the last AC Task Team meeting. There is a concern that District's General Counsel are not that familiar with the boilerplate and a lot of questions would be raised. This was revisited with Ananth and it was decided that only any major revisions, innovative concepts or RFP for unique projects would have to be reviewed by Central Office Legal and that District General Counsel would not have to review the RFP's before they are issued.

It was noted that only D/B RFP's with major revisions to the boilerplate, innovative concepts, and unique projects would have to be reviewed by Central Office Legal.

28. We have discussed this at length at our RE meeting, and our Resident folks all seem to share the same concern. The current stamp (according to prep and doc manual) says "If changes were made…..' the RE will sign and seal, our folks feel it more appropriate to state "if *substantial (or significant, or engineering)* changes were made…"we will sign and seal.

    None of our folks have a problem taking responsibility for changes they have directed or are responsible for….. The note as it is implies (improperly) that everything in the field is EXACTLY as shown, and that Is obviously not possible. It does not seem reasonable to ask a PE to sign and seal a plan sheet when the only black mark on the plan sheet is changing 354' of traffic signal conduit to the 362 ' it really turned out to be, but the direction we have rec'd to date, that sort of change should be highlighted and signed/sealed.

Action Item: ***It was discussed that this issue will need to be revisited and perhaps the subject language will need to be clarified. David Chason and Brian will look at field adjustments requiring minor quantity changes and if signing/sealing should still be required.***

29. Bonus Restructuring – No- Excuse and I/D's

It was discussed that the SCO is not open to restructuring bonuses on projects unless it is an unusual circumstance.

30. Contract Information and Monitoring (CIM)-

A presentation was made of CIM's and how the search criteria works in the program. This program can be accessed now through Enterprise Applications.

31. Contractor Prequalifications: There was a recent advertisement that stated the Contractor team must be pre-qualified under Rule 14-22, for the Letters of Interest in the following classes of work; Intermediate Bridges; Grading; Drainage; Flexible Paving; Hot Plant-Mix Bituminous; Fencing; Guardrail; Grassing; Seeding and Sodding; Bridge Painting; Pavement Marking and

Roadway Signing. Contractor does not have to be prequalified for all of these items to submit a letter of interest, but only prequalified for the major parts of the work, use work mix and not the project description. Please discuss with your District Procurement Office.

***Action Item*: Only the major parts of the project should be listed in the Advertisement. Derek to get language from Lewis for the District's to utilize.**

32. Section 611-2.3.2 contains very detailed requirements for the as-builts related to signal installation. I'm told the as-builts we are regularly receiving from the signal subs are less than acceptable. As this often occurs at the end of the job, we are now in a position of accepting them, charging the prime LDs while his sub resubmits, or doing it ourselves. I would like to verify that all districts are prepared to charge the prime LDs until we get we get an acceptable as-builts or is there another idea? For example, my Resident Engineers wanted us to discuss the idea of requiring these as-builts to be signed and sealed by the Contractor's P.E. prior to Final Acceptance. – Tim Ruelke

***Action Item*: The specification for this will be reviewed and see if a revision is needed**.

33. Borrow pits – Brian

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From: Horhota, David
To: Sadler, David A
Sent: Thu Jan 17 09:35:39 2008
Subject: FW: Borrow Pit Question

Talking to both Ben Watson & John Shoucair about this, our understanding
is the same as yours - that a study is not required on every project after
the initial study has been conducted & cleared the area for usage (see
Ben's attached e-mail).

From: Watson, Ben
Sent: Wednesday, January 16, 2008 2:37 PM
To: Horhota, David; Shoucair, John
Cc: Sargent, Jenny
Subject: RE: Borrow Pit Question

I spoke with Jenny Sargent of FDOT District 2.  She went through this
several years ago with Binay.

We read 120-6.2  and basically if you have a clearance letter on an area
for borrow then you have clearance regarding this specification.

It makes no sense to further investigate an area that is already
disturbed.

From: Horhota, David
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Sent: Wednesday, January 16, 2008 1:51 PM
To: Shoucair, John; Watson, Ben
Subject: FW: Borrow Pit Question

Do either one of you know if David's inquiry is a requirement? I didn't think this was a requirement, but wanted to check before replying.

From: Sadler, David A
Sent: Wednesday, January 16, 2008 1:49 PM
To: Horhota, David
Subject: Borrow Pit Question

Are commercial pits that contractors can use to purchase borrow material required to have an archaeological survey done for each project the material is intended to be used on? I recall that years ago the practice was not to require this of functioning commercial borrow pits. Question has come up lately on some projects.

The specifications are not clear on what to do for new and existing borrow pits. However, if a study was conducted, the borrow pit should be clear.

34. Scanning of notarized documents – Brian

From: Blanchard, Brian A
Sent: Wednesday, January 16, 2008 4:40 PM
To: 'Kevin Price'
Cc: BBurleson@ftba.com; Jim Warren
Subject: RE: District Inconsistencies

I certainly agree that we need to be consistent from project to project and provide clear guidance.

We have dealt with the issue of electronic submission of certifications and forms (including those that have been notarized). Legal has determined that such submittals are acceptable. I will share this with the DCE and staff for consistency.

I believe the specs are generally clear on the CQC requirements. In the grey areas, meetings like the "Inconsistency Meeting" held on October 22 will help us all operate as one. I hear CEI folks complain that the Contractors Quality Control Program has been in place since 2002 and many contractors have not been taking their obligations as seriously as others. We expect random inspections by our inspection personnel to make sure the project is being built in accordance with the plans/specs. I think it is reasonable for a new contractor (or new contractor in that district) or a poor performing contractor with a history of performance problems to be watched a little closer. A well known trusted contractor in a district may not be watched quite as closely, but the same specification requirements apply to all. I don't see this approach as being unreasonable.

As you know, the qc requirements for the contractor are the same whether the contractor self performs the qc or subs it out. The contractor is suppose to provide the necessary inspection to assure the QC sampling/testing is performed, but also provide inspection for other things….construction, placement, storage etc. I don't see the benefit of trying to create separate guide lists. This is something we need to talk more about in person.

Let me know if you have any other feedback. Thanks

<u>Action Item</u>: Electronic submittals of notarized documents are acceptable. However, there was a question if this applied to all documents? Brian will discuss further with Legal. Need to clarify with Legal if this applies to REA's, certifications, etc…

35. Liquidated Damages Specification

Possible changes to the Liquidated Damages specification were discussed. Agreement was to leave spec as written.

36. Charez Issue

In a unrelated conversation with [redacted] they indicated that this would pose a major problem for them as they get all their liquid from the terminals (were previously owned by Citgo but still get liquid from Citgo) in Savannah, Jacksonville and Tampa.

You all need to monitor this.

Ananth

FYI. Valerie seems to think the only way this will have a significant impact on Florida is if it impacts the refineries in Savannah Georgia and in New Jersey - two facilities that had previously been owned by Citgo.

James A. Musselman, P.E.

Jim-

The quick answer is "probably", in the short run - not necessarily because of the reduced supply of raw material itself, as much as the reduced binder production from the old CITGO refineries, and the uncertainty this introduces. I would guess that in the short term (say a few weeks or a month, until the dust settles) you could see spikes of $20 in binder prices, because purchasers can't adjust immediately - ships could already be enroute, etc and it will take time for them to adjust their purchases - and because in general businesses pad their prices for "unknowns" just to be safe. Also, suppliers would love an excuse to raise prices now - if they can get the prices to "stick", they will charge as much as possible.

Here is the long answer: When we ran historical analysis on all of FDOT's asphalt purchases going back to 1993, Venezuela's imports did not come out statistically or numerically significant at all in recent years. While this seems contrary to expectation, we concluded that after the coup in 2002, purchasers got scared off by the volatility and diversified their relationships so that Venezuela's imports were interchangeable with others. This is consistent with the global nature of the market. New data for 2006 & 7 shows that for Florida ports (including Savannah), Savannah was the only one importing at all this year and all of it was from Venezuela - they were owned by Venezuela and then sold with a deal to buy from Venezuela(see below - you can see that the volume Venezuela exports to FL fluctuates wildly year to year). When we rerun the analysis with the new data, Venezuelan imports still don't seem to move DOT's prices on their own. HOWEVER, refinery capacity does, and if Savannah is taken offline because of this, my quick calculations estimate a $20 spike just from that.
In addition, if the NJ refinery (which was also sold with a deal to buy from VEN) also suffers for lack of materials to input, at a key time for the Northern markets to stock up for summer, that wipes out a big percentage of the available material down the East Coast. However, keep in mind that everyone else had cut back on imports because they couldn't sell the material they had, given the market.

Should these spikes occur, those backup contracts we discussed, where you pay a premium year round for a couple month supply, may seem more reasonable.

The "Florida" ports included below include Miami, Tampa, Mobile &
Savannah:

Year	Venezuela Imports to FL, 1,000 metric tons	Binder imported through Florida Ports 1,000 metric tons
1996	358	399
1997	290	347
1998	621	786
1999	518	969
2000	585	976
2001	729	1,104
2002	395	540
2003	293	459
2004	119	184
2005	28	28
2006	257	942

Through 3rd quarter 2007 - 868 metric tons

Valerie Seidel
The Balmoral Group

Valerie, do you have a feel for how much of our asphalt binder comes from Venezuela? If they stop selling to US will it have a big impact?

James A. Musselman, P.E.

The Districts need to aware of potential shortages or increased costs for asphalt binder. To date, this has not been an issue for any of the Districts.

37. SA's/WO's - Can a construction Project Administrator (PA) write a work order for portions of work, zero out the work order at a later date and write the supplemental agreement?

For example, if there was a $150,000 issue, have the PA write a work order for $50,000 to get the contractor started, encumber the funds for the $150,000 supplemental agreement, zero out that work order, and process the SA for $150,000.

Yes, this is a problem. You must have the authority (WO or SA) in place before work is done. If you delete the WO, the original authority is no longer in place and the SA is not in place before work is started.

Robin M. Naitove, CPA
Comptroller
Florida Department of Transportation
robin.naitove@dot.state.fl.us
(850)414-4151

A work order can be used to start the work and any remaining difference/delta needs to be paid on another work order or SA. The original work order cannot be zeroed out at a later date.

38. FDOT Strain Poles

From: Malerk, Tom

Sent: Wednesday, January 30, 2008 10:13 AM
To: Prasad, Ananth; Blanchard, Brian A; Sadler, David A; Brautigam, Duane
Cc: Kessler, Richard; Mujtaba, Ghulam; Padgett, Guy
Subject: RE: FDOT POLES

Section 641 of the specification describes the requirements for prestressed concrete strain poles. The PCI certification is not a requirement for the incidental precast concrete plants. It is required that it should meet the requirements of the 346 specification. "The plant will perform all quality control inspection and tests in accordance with 346 specifications. The department will perform verification inspections at least once per month."

Accord is not an approved 346 producer. District 5 has jurisdiction for 346 plant approval for Accord.

Accord has only recently submitted their quality control plan for incidental concrete and batch plant approval. District 5 had a meeting on January 16, 2008 regarding the review of their incidental concrete plan. Also, Accord has recently submitted their quality control plan for their batch plant. District 5 is reviewing their plan.

As I understand the process, to produce concrete strain poles for FDOT the producer must be on the QPL once the vendors structural drawings are approved AND must meet the Specification 641 including approval for 346 concrete production. The requirement for 346 concrete is because the strain poles are designated as structural elements.

<u>Action Item</u>: The SCO will need to issue a DCE Memo with guidance on this for existing and all future projects.

39. Requirement for District Structures Design Office to be involved in the shop drawing review process.

<u>Action Item</u>: District's are being inconsistent on the shop drawing review process. Brian to consult with Robert Robertson on this issue.

40. HDPE Pipe – This pipe will have a Class II service life and should be approved in late February 2008. The Districts may receive pressure from vendors to add it to contracts. This pipe will require an engineering analysis for cover requirements. This is a contractor's issue and can be added via a contract modification.

HDPE pipe will be approved soon for a 100 year service life condition. If vendors approach project personnel about changing to this pipe on existing project, refer them to the contractors as vendors need to be talking with the contractors and not the Department for implementation. Contractors would need to make proposal to change to the Department and would need to do an engineering analysis to support any project changes. Any changes should be done as a VECP.

41. Per a recent Statewide Specification meeting, D/B Specification packages are not being signed and sealed prior to construction beginning. The D/B RFP states the following:

As part of their Technical Proposal, the Design/Build Firm shall use the current Florida Department of Transportation Standard Specifications for Road and Bridge Construction, and the implemented modifications for Divisions II and III contained in the Specifications Workbook in effect at the time the Bid Price Proposals are due in the District Office. The Design/Build firm shall identify, on a marked up copy of the applicable Specifications Workbook, all Division II and III Special Provisions and Supplemental Specifications which will apply to the work in the proposal. Department Specifications may not be modified or revised. The Design/Build Firm shall also include all Technical Special Provisions, which will apply to the work in the proposal. Technical Special Provisions shall be written only for items not addressed by Department Specifications, and shall not be used as a means of changing Department Specifications.

> Before construction activities can begin, the Design/Build Firm shall prepare and submit a signed and sealed Construction Specifications Package for the project, containing all applicable Division II and III Special Provisions and Supplement Specifications from the applicable Specifications Workbook, posted on the Department's website at the following URL address: http://www2.dot.state.fl.us/specificationspackage/. The signed and sealed Specifications Package shall also include individually signed and sealed Technical Special Provisions for any and all work not addressed by Department Specifications. Any Technical Special Provisions included in the signed and sealed Construction Specifications Package which had not been included in the proposal phase, may require a contract cost modification as a condition of approval.

It was agreed that signed and sealed specification packages should be submitted prior to construction begins and if the Technical Special Provisions are not completed at this time, they can be signed and sealed and submitted at a later time after construction begins.

42. Extra work and lump sum maintenance of traffic

Any extra work involving a lump sum maintenance of traffic pay item should not be prorated out and paid for. However, MOT items that are per day or per each can be paid for in the extra work.

43. Contractor Invoicing Pilot Projects – Frank

Action Item: These projects are working out well and reducing contract admin issues. However, Frank wishes to expand this for projects that cost $2 million or less to include no QCC and VT on all materials. We need to look at simplifying the material certification process on small projects.

44. The District's may be getting unsolicited proposals from a consortium of developer's to widen State Roadways. What should the Department's construction oversight role be on these projects? What is the Department's stick and hammer on these projects during construction and after construction in having to maintain these roads if there are problems?

Action Item: This was discussed that this work can be done as a general permit job and the developers, designer, and CEI need to be pre-qualified with the Department. The Value Added specifications should be included in the contract and broadened out in years and a bond should be included to cover any cost of the work if any of the work

needs to be redone.

45. Delinquency

Districts need to be looking at projects that are 30 to 45 days late for Delinquent contracts. However, before pursuing delinquency any time extensions and potential claims need to be considered. The Districts should consult with SCO and CO Legal Counsel when looking at Delinquent contracts.

46. Offer of Final Payment

- SA's

<u>Action Item:</u> SA's are coming in after offer of Final Payment which is in violation of standard specification 9-8. David Chason will be working on a mechanism for this process to work as to not be in violation of the specification.

47. CPAM 7.4.5 states that Work Order (WO) can be used to document additional work or contract changes in the same manner as a regular SA with the exceptions that a WO cannot be used to document overruns or to settle claims. These are the only two restrictions noted.

    However, the first sentence of CPAM 7.4.9.1 states " A Work Order for additional work <u>shall</u> be completely executed prior to allowing the Contractor to begin that additional work". My request is that this sentence be deleted.

    If the intent for allowable uses of a WO is as stated in 7.4.5, there should be no reason for this sentence.

It was discussed and decided that the CPAM should not be revised.

48. Project Solve- The Turnpike is the only District using it. This is a good project tool for answering questions and processing submittals. This optional proprietary software is used by the Turnpike and is web based. Turnpike will make presentation at next DCE meeting for all districts to consider.
    Shop Drawings – Presentation on Project Solve -Shop Drawings. Nobody really loves them – they're expensive to produce, unappealing to review, time-consuming and costly to administer.

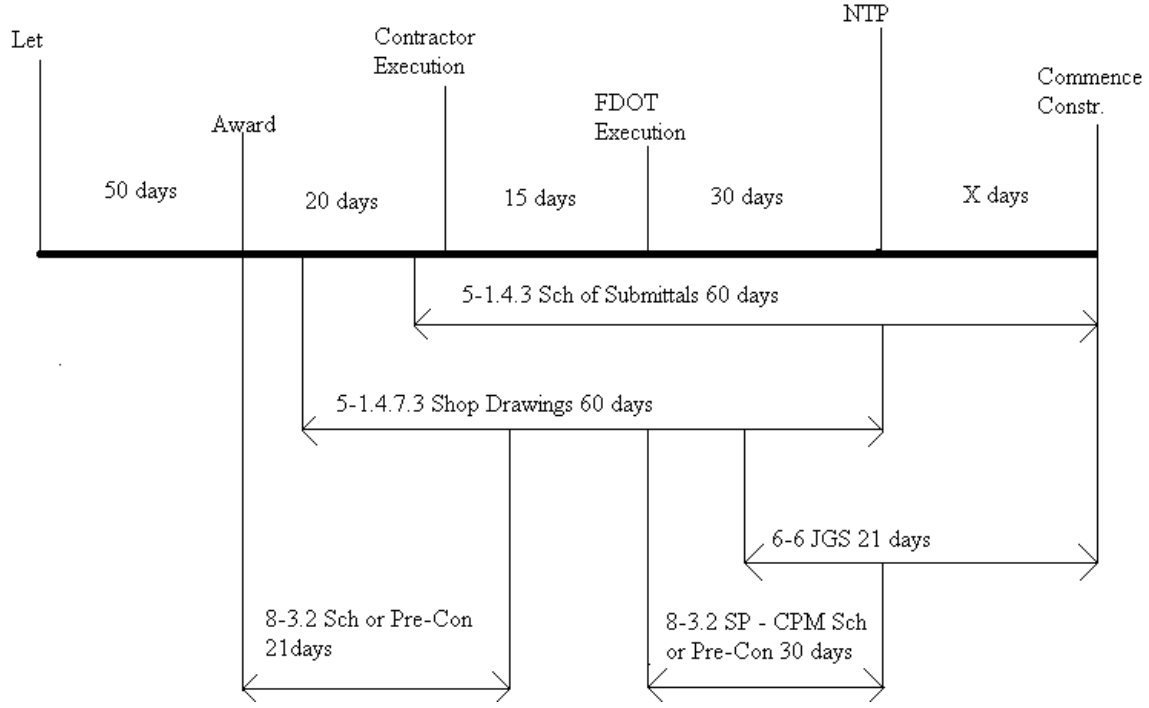
    But everybody needs them: The alternative to the review procedure would be simply to wait until the work is in place and then examine it. Faults can be condemned or rejected. But removing and replacing mistakes in an already-built project can get expensive.

    The Turnpike has found a middle road, however, in devising a shop-drawing review process that is speedy, less burdensome and less expensive for all parties involved. Technology plays a big part. PBS&J's Robin Hathaway and PB's Robert Laurence share details of the system with the industry

in an article that appears in the February issue of *Construction Today* magazine. Read it here, or on the DOT intranet. – **See Attachment**

Robert Lawrence presented Project Solve. It is internet based system that provides easy access to project data; RFI's, Shop Drawings, Lane Closure Requests, Warranty, Time Tracker, Tickets, etc… The system is able upload information from Hummingbird. A central location for project information is preferred by contractors to improve timeliness of submittals. Statewide implementation will be pursued.

49. Timeframe of document submittals per Standard Specs.



5-1.4.3 Schedule of Submittals: Prepare and submit a schedule of submittals that identifies the work for which shop drawings apply. For each planned submittal, define the type, and approximate number of drawings or other documents that are included and the planned submittal date, considering the processing requirements herein. Submit the schedule of submittals to the Department's Shop Drawing Review Office and the Engineer of Record within 60 days of the start of the Contract, and prior to the submission of any shop drawings.

5-1.4.7.3 Shop Drawings for Major and Unusual Structures: In addition to any other requirements, within 60 days from the Notice to Proceed, submit information to the Engineer outlining the integration of the Major and Unusual Structure into the overall approach to the project.

6-6 Additional Requirements for Lump Sum Projects:

Prepare and submit to the Engineer a project-specific list of material items and quantities to be used on the project as a Job Guide Schedule (JGS) in the same format as the Department's current Sampling, Testing, and Reporting Guide (STRG), 21 calendar days prior to commencement of Construction. Provide an up-to-date Job Guide Schedule to the Engineer with each monthly progress estimate.

8-3.2 Submission of Working Schedule: Within 21 calendar days after Contract award or at the preconstruction conference, whichever is earlier, submit to the Engineer a work progress schedule for the project. The Engineer will review and respond to the Contractor within 15 calendar days of receipt.

105-4 Quality Control Plan Submittal.

Submit the QC Plan to the Engineer for approval within 21 calendar days after the Contract Award. The Engineer will review the QC Plan and respond to the Contractor within 21 calendar days of receipt.

Action Item: ***David will pursue changing the standard specifications and tie all submittals to the contract execution date.***

Other Items:

Disputes Review Board: Whatever the cost of going to DRB, win or loose, the Department shall pay the cost for the DRB. This was a commitment FDOT made in investing in the process.

The current process is the FDOT picks its member, the contractor picks its member, and those two DRB members pick the chair. The districts (and contractor) should not tell their selected member who to pick or not pick for the chair.

The DRB Florida Chapter was not supportive of having the DRB chair exchange papers for the parties. Each side should exchange papers with the other side simultaneously.

DRB Florida Chapter expressed concerns about rates. Office of Construction will continue to review DRB rates based on the data. Current rate remains at $ 1100 per day.

Action item: Look at the DRB guidance if the contractor and the Department cannot agree on the chair what is the result?

The percent of construction cost for CEI Professional Liability insurance is being revisited for PPP and DBF projects.

Other items still not resolved:

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.

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.