

0080303 Prosecution and Progress
COMMENTS FROM INTERNAL/INDUSTRY REVIEW

C.A. Harper
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Comment: (5-20-11)

8-6.4 First paragraph, the word "Event" has been left out on the fourth sentence.

Response: Correction made. ft

Cheryl Hudson, P.E.
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Comments: (5-20-11)

I think "Event" was missed (see red below)

8-6.4 Suspension of Contractor's Operations - Holidays and Special Events: Unless the Contractor submits a written request to work on *during one or more days of a holiday Holiday or Special Event* at least ten *calendar* days in advance of the requested *beginning date of the Holiday or Special Event* and receives

Response: Correction made. ft

Ray Haverty Jr.
Maintenance Senior Contract & Agreement Manager
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Comments: (5-23-11)

*It appears that a word was left out of the phrase in "8-6.4" " Suspension of Contractor's Operations - Holidays and Special Events: Unless the Contractor submits a written request to work on **aduring one or more days of a holiday Holiday or Special Event** at least ten **calendar** days in advance of the **requested beginning** date **of the Holiday or Special** and receives written"*

*I think it should be " Suspension of Contractor's Operations - Holidays and Special Events: Unless the Contractor submits a written request to work on **aduring one or more days of a holiday Holiday or Special Event** at least ten **calendar** days in advance of the **requested beginning** date **of the Holiday or Special Event** and receives written"..... Ray H.*

Response: Correction made. ft

EddyScott, D2
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Comments: (5-24-11)

To be consistent with other wording i.e. "...the Contrator shall not work on the following days:...." Suggest changing "...and Special Events noted in the Plans" to "...and Special Event days noted in the Plans". Thanks for making this change!

Response: *Change made.*

Henry D. Smith, P.E., Senior Project Engineer – Associate
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Comments: (5-31-11)

I have a comment about the specification changes attached. In specification 0080303 the term used to define Special Events is “noted in the Plans”; and in specification 0010300 the term used to define Special Events is “designated in the Contract Documents”. In my experience special events are designated about half the time in the plans and half the time in the special provisions. Therefore, I would recommend that both sections use “designated in the Contract Documents”.

Response:
Agree. Change made.

08-04-2011 Alan Autry comment to this response: Roadway Design Bulletin 11-10, directs designers to list these special events in the plans.

<http://www.dot.state.fl.us/rddesign/updates/files/RDB11-10.pdf>

That will apply to both design-bid-build and design-build projects. The version of this specification should refer to Special Events which may impact design-build projects as being identified in the RFP (the RFP developer will be responsible for coordinating with Construction to identify the “events”). Then the design-build firm will then take the events listed in the RFP and include them in the plan per Roadway Design Bulletin 11-10.

Greg Jones
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Comments: (5-31-11)

Throughout the three specifications, 8-3.3, 8-6.4 and 8-7.3.2, there is an inconsistency in the application of the word “days”. Sometimes “calendar” is used to describe it and sometimes not. As a result it is not clear that type of days are being referred to. This needs to be corrected. In some cases the “day” period is very short and calendar, business or contract days could make a significant difference. In 8-3.3 the phrase “within 20 calendar days” excludes Saturdays, Sundays and Holidays so the questions arises should a “5 day period” exclude Saturdays, Sundays and Holidays. This issue needs to be harmonized. In 8-6.4 it states, “The Contractor is not entitled to any additional compensation for removal of equipment ...” And then in 8-7.3.2 it attempts to say similar thing but states it awkwardly as, “No additional compensation will be made for delays caused by the effects of inclement weather.” This should say, “The contractor is not entitled to any additional compensation for delays caused by the effects of inclement weather.” The issue about “delays caused by the effects of inclement weather” raises the question if the inclement weather and its effect must be local or if it can occur miles away but cause an effect that delays the project such as a storm 100 miles away delaying trains or trucks from delivering materials. Are the effects of the weather intended to be direct such as flooding damaging the project or indirect such as flooding 100 miles away delaying delivery of materials. Our language should clearly indicate our intent. This is further confused by 8-7.3.2 where a natural disaster is required to justify a delay of delivery. When does inclement weather become a natural disaster. In 8-7.3.2 it states, “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 as defined in 8-6.4 that prevent the Contractor from productively performing controlling items of work resulting in:” Rain and inclement weather is not the same as the suspension of operations. Suspension stops the work, not because (1) the contractor is unable to work 50% of the time due to the weather or (2) major repairs have to be made to the work due to the weather. The sentence should be re-phrased: The Department will grant time extensions, on a day for day basis, for delays caused by suspension of operations as defined in 8-6.4 or the effects of rains, or other inclement weather conditions, or related adverse soil conditions that prevent the Contractor from productively performing controlling items of work resulting in: or suspension of operations as defined in 8-6.4 that prevent the Contractor from productively performing controlling items of work resulting in: (1) (2) This puts the sequence in the right order.

Response:

Your comment goes beyond the scope of the changes being made for Special Events and will be taken into consideration for future changes. No changes made in the spec revision.

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District Three Secretary
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Comments: (6-6-11)

We have retrieved the referenced document from the [State Specifications Office's Industry Review intranet website](#). Pursuant to request, we have reviewed the document, entitled

“Prosecution and Progress” and offer the comments below for your consideration.

In 8-6.4, the new phrase “Wednesday, immediately preceding Thanksgiving Day” should be changed to “the Wednesday immediately preceding Thanksgiving Day” (add “the” at the beginning, drop the comma after “Wednesday”) to be consistent with the rest of the section.

Thank you for the opportunity to provide input. If you have any questions or need additional information, please do not hesitate to contact me, at (850) 415-9200.

Response:
Change made.

Pat McCann
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Comments: (6-16-11)

D4 Construction has the following comments: Suggest that the definiton of Holidays in Section 1-3 be revised to match 8-6.4

Response:
No change made.

Comments: (6-27-11)

From: Miller, Jimmy
Sent: Thursday, May 26, 2011 6:29 AM
To: Hodges, Ray
Cc: Ray, Walter (Dewayne); Brust, Martin; Thomason, Dennis; Benson, Eric; Wilson, Eddy; Skipper, Melvin; Gore, Hal; Hinson, Keith; Benak, Steve
Subject: RE: FDOTracker Issue 11-05192: BESSIE DICKENS has been given an Assignment by JENNIFER WILLIAMS (ISSUE OWNER)

Since the term “special events” will be included in this specification, it becomes associated with holidays and weather regarding time that may be granted. Neither of these (weather and holidays) counts against construction time performance measures. Therefore, construction is requesting that a special code change be made that will allow the granting of time for special events that will not count against construction time performance measure.

If you have any questions, please let me know.

Jimmy Miller
District CCEI Manager
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Response:
Special Events will continue to be coded as they are currently.

From: Ray, Walter (Dewayne)
Sent: Monday, June 06, 2011 4:07 PM
To: Hodges, Ray
Cc: Corbin, Gabriella; Chatwood, Brannon; Walters, Anthony; Kietzer, Lori; Stoutamire, William
Subject: RE: FDOTTracker Issue 11-05192: Midway Operations Review Comments

Ray:

Our Senior Project Management staff have reviewed subject proposed specification. Subject specification refers to "Contract Time" only, for Holiday periods.

We have the following comments/suggestion:

(1) Overall, it appears to us, the Department intends to grant all Holiday periods as "contract time extensions", without regard to "work time" schedules, since Holidays are stated as not being calculated into original "contract time".

(2) If the Department does not intend to grant all Holidays to the Contractor as "contract time" extensions (unless in very rare cases the Contractor is allowed to work during Holiday Periods),

It may help clarify related Department policy by adding the following type of sentence to 8-7.3.2, the 2nd paragraph:

Holiday delay extensions will only be granted for days the Contractor intended to work per a previously submitted controlling item of work schedule, approved by the Engineer.

Example: If the Contractor was operating under an approved 5 day work schedule during the Thanksgiving period, he/she would only be granted time for Wednesday, Thursday & Friday (a 3 day holiday time extension). IE. Saturday & Sunday were not part of the approved work schedule, and therefore, would not be granted.

W. DeWayne Ray, PE

Assistant Operations Engineer - Construction
FDOT Midway Operations Center
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Response:

DRAFT RESPONSE FROM SCO:

The Department's policy is to only grant time extensions for weather, holidays, special events, etc. based on the merit that these events impact the contractor's pursuit of controlling items of work. The evaluation of impacts and granting of time extensions for weather, holidays, (and

now Special Events) as these impacts relate to the contractors productive performance of controlling items of work is covered in the specification as follows:

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 as defined in 8-6.4~~ 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

(2) The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor’s failure to perform or neglect; and provided that the Contractor was unable to work at least 50% of the normal workday on pre-determined controlling work items.

Marshall H Dougherty Jr
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Comment: (7-5-11)

A slightly late comment on 0080303! I’m having a tough time understanding the direction being used in this new Special Provision with the addition of an associated, supplementary plan note (i.e. Design Bulletin 11-10) to alert contractors as to what Special Events may affect an individual project. (The note even contains a reference to an applicable specification which conflicts with office procedure.) The correct method to alter any existing standard specification is through use of a Special Provision or Modified Special Provision, but not by plan note!! “Insert” SPs have historically been the preferred way to enter the individual project constraints, i.e. wage rates, mandatory start dates, damage recovery costs, etc. The design bulletin even requires the listing of Special Events that may affect the project, so why not do so in the same manner we’ve always used to alert contractors to important new items? That’s what insert files allow...proper notification and flexibility, yet firm direction. It just seems very odd that this planned direction of notification also goes against the Basis of Estimates direction in Chapter 7. That chapter states “Plan notes must not: change the specifications, conflict with the specifications, or duplicate the specifications.” The proposed new note, in my opinion, violates the first by altering the existing 8-6.4. Special Provisions, and Modified Special Provisions, are the preferred way to alter existing standard specifications. Please consider following this method by introducing a new insert SP to appropriately handle this troubling issue of Special Events. Thank you for the opportunity to comment on this matter.

Response:

The Special Events listed in the plans don’t conflict or change the specs. Instead of listing in the plans, the events could have been listed in the spec via “inserts,” but we decided to list in the plans.
