

5611001 COATING EXISTING STRUCTURAL STEEL  
COMMENTS FROM INTERNAL/INDUSTRY REVIEW

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Keith A. Waugh  
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Comment: (9-10-13) Adding a note about overspray and the addition of a sq.ft. pay item is okay with me. I believe 7-12 as now written covers claims.

Revising the spec to add “Include in such plans and programs a procedure for the receipt, processing, evaluation and timely written response by the Contractor or its insurance company for claims by the public for damage resulting from the foregoing work. Provide the Department with copies of any written response which denies such damage claims.” just adds one more thing to submit for their review and more unnecessary paperwork.

Response: Based on past experience we’ve had claims of overspray investigated by Contractors and the Department that were unfounded. The documentation showing resolution of the claim protects both the Contractor and the Department. No Change Made.

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Rudy Powell  
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Comment: (9-10-13) Why the two scenarios under Method of Measurement? It seems the intent of both is to pay plan quantity per sf. If so, then just state one time. The designer will be responsible for calculating the sq footage.

Response: Square foot area is not shown in the plans for the Lump Sum item. Either the entire structure is coated or specific locations are identified. Certain areas may be dimensioned via details but often these areas end up expanding after cleaning complicating payment adjustments. The BOE requires that the Lump Sum pay item 561-1 be computed via weight (tons) of steel, and further states “Do not include quantities in the plans”. Under that item areas to be painted are determined, converted to tons, and entered as a Lump Sum quantity of one. In order to come up with a bid Contractors have to do this in reverse. No Change Made.

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Maxwell, Stefanie  
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Comment: (10-1-13) I recommend deleting the text that has been struck through and highlighted. It creates confusion. The text is understood to be directed to the Contractor.

**561-10.1 General:** Establish plans and programs to protect the environment, public, contractor employees, ~~and~~ other workers, ~~and property~~ from ~~overspray~~, exposure to toxic heavy metals ~~as well as and the~~ releases and emissions of hazardous materials and nuisance dusts.

*Include in such plans and programs a procedure for the receipt, processing, evaluation and timely written response ~~by the Contractor or its insurance company to~~ for claims by the public for damage resulting from the foregoing work. Provide the Department with copies of any written response which denies such damage claims.* Conduct all coating application and removal operations in compliance with EPA, OSHA, and other applicable Federal, State and local regulations. Provide a contingency plan for the remediation of water and land in the event of contamination by solid or liquid paint and contaminated water.

Response: Agree. This change will be made.

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Comment: (10-2-13)

The structural steel tonnage is and has been calculated in the structure plans. Final bridge plans are used by the EOR to determine the tonnage to be coated. and takes very little time to verify. I have not heard any complaints from the Contractors about the method of payment. If this is implemented then the area of the steel would need to be measured, a lengthy and time consuming effort, by the EOR. Secondly, how would the finished project be accepted? Would the CEI have to then re-measure the area? Most square foot or yard items have gone to plan quantity concept. It seems to be a waste of resources to require measuring to obtain a SF to coat when tonnage is already provided and is/has been acceptable for many years.

Response: The BOE details for 561-1 currently states "Do not include quantities in the plans". Under the current pay item an area has to be calculated to come up with an accurate estimate and bid. Areas to be painted are determined, converted to tons, and entered as a Lump Sum quantity of one. In order to come up with a bid Contractors have to do this in reverse. Per the proposed Method of Measurement the new pay item is plan quantity subject to the requirements of 9-1.3 and 9-3.2. This is no different than the Lump Sum item and in fact should make quantity adjustments in the field easier. The intent of the new pay item (SF) is for spot painting or painting of localized areas and not the entire structure. The localized areas will be much easier to quantify as SF. No Change Made.

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Tom Bowles  
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Comment: (10-7-13)

It seems to me that the best solution would be to eliminate "lump sum" as bidding unit. In so doing, the department creates a level playing field which will result in a more competitive playing field, generating substantial savings over time. When we get painting prices on a lump sum basis they are widely disparate. We are reluctant to use the low quote when it, in fact, may

be right on the money. Either way, I agree that bids based on weight are counterproductive.

Response: The lump sum item will remain as an option for use. No Change Made.

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D4 Const.

Comment: (10-28-13)

**1. 561-10.1:** Agree with text in regards a plan that addresses protection from overspray. Disagree with the text that requires the Dept. to get more deeply involved in damages to third party. Why would we single out painting when there are other sources of contractor-caused damages as well? The proposed spec. provides no remedy/satisfaction or closure of public complaints so there's no point is chasing down further details of the complaint.

Response: Based on past experience we've had claims of overspray investigated by Contractors and the Department that were unfounded. The documentation showing resolution of the claim protects both the Contractor and the Department. No Change Made.

**2. 561-12 and 561-13:** Suggest leaving this a lump sum item. Suggest however changing secondary units in the plans from tons to square feet. The use of lump sum has never been an issue although I have to admit I don't know how tons ever helped anyone determine the area.

Response: – The intent of lump sum and square foot pay items is two different types of operations. The lump sum pay item would be used when the entire coating system is being replaced (i.e. abrasive blast, new coating). The intent of using the square foot pay item would be used when the entire coating system is not replaced and you are only addressing localized failures (i.e. power tool clean) to extend the coating system life. Plan details would show the location and area per location. For the plans to match the unit of measure within TRANSPORT a new pay item is necessary providing the total square footage to be addressed within the contract. No Change Made.

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Valdez, Sherry

Comment: (10-29-13) Under Method Of Measurement “Coating Existing Structural Steel”, we should be more specific and consistent:

Under the Square Foot item, we should say, the quantity to be paid for will be plan quantity as shown in the plans, completed & accepted. Or something like that.

Response: I'm not sure how the MoM could be more specific or consistent. There was a need to differentiate between the two pay items. There was some discussion about having different descriptions for each pay item, but it was decided just to have the same description with two different units. As the subunits for the Lump Sum item is tons, the clause “square foot surface area” was chosen for the SF item to help differentiate between the two. No Change Made.

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