

Here are the minutes to the Asset Maintenance Liaison Committee meeting on 10/12/2006. At the meeting the following items were discussed:

OLD BUSINESS

1. **Capital Improvements** - Preliminary Rest Area Study was sent out to industry on September 11th for review, the final version has not been received. Debbie and Jimmy to give update on status of their projects.

Discussion- Dean Perkins said the final version of the Rest Area study would be completed by March, 2007. Jimmy Rodgers said D3 is considering privatization of Ponce De Leon Rest Area just off of I-75. Jimmy presented a preliminary study done on the Rest Area's privatization and provided copies of the presentation to all attendees. Some questions were asked about the presentation including the available land area of the Rest Area property (about 2 times what is currently used) and how the \$35k avg/month savings was calculated (based on elimination of current monthly Rest Area maintenance contract amount).

2. **Emergency Response** – Proposed language was sent to industry for review and comment. Discuss how final language will be added to existing contracts by amendment.

Discussion-

It was agreed to remove Section 1.(b) from the Emergency Management section of the Asset Maintenance Scope and place this requirement elsewhere in the scope. The removed Section stated: "As a baseline for initial damage reporting, establish inventoried lists of all signs and lighting within the Asset Maintenance contract limits. Include in the inventory lists a clear description of the asset as well as detailed locations by milepost or by Global Positioning System (GPS)". It was also decided that any GPS requirements must include accuracy specifications. [UPDATE: It has been decided to NOT place this requirement in the Standard Scope because this baseline survey should be a DEPARTMENT requirement, not specifically an AM Contractor requirement. Until procedure is developed, Central Office is allowing this requirement to be placed in the "Unique Requirements" section on the AM Scope as long as it is accompanied by a phrase that states any new procedure addressing this requirement overrides what is stated in the scope.]

Because the requirement is already covered within Standard Specifications, it was agreed to remove the sentence in Section 2 that stated "When responding to any incident, provide at least one Contractor employee who has a valid Advanced MOT Certification on file."

It was agreed to remove the sentence in Section 2 that stated "Obtain Department approval of each update of the Emergency Management Plan."

It was agreed to remove the sentence in Section 4 that stated: "Respond and deploy resources within fifteen (15) minutes of initial notification, twenty four

(24) hours per day seven (7) days per week including holidays. Arrive on-site, prepared to take necessary action with necessary manpower and emergency response equipment, within thirty (30) minutes from initial notification of the incident/event during working hours and within sixty (60) minutes after working hours. Working hours are defined as Monday through Friday 7:00 am to 5:30 pm." Instead the Scope now refers to the goals in the Open Roads Policy. In Section 4, it was agreed to add the phrase "Be available to" in front of "relieve Law Enforcement personnel of traffic control functions within fifteen (15) minutes of arriving onsite."

In the last paragraph in Section 4, it was agreed to delete the phrase "exceeding the amounts obtained in items (a), (b), and (c) above."

In the Performance Measures related to Emergency Response, it was agreed to modify the Perf Measures to reflect/refer to the Open Roads Policy.

[UPDATE: As of 11-1-2006, all changes listed above have been made to the Standard AM Scope.]

3. Third Party Liability – Current Spec. Language was sent to industry.

Discussion- Current Spec Language was shared with the group and discussed. It was suggested that recent Legislation may affect current FDOT procedures/specs for Third Party Liability issues. Central Office will research/investigate this possible new Legislation.

4. Partnering – Include Partnering spec. in new Asset Maintenance Contracts.

Discussion- It was agreed to add a Section to the AM Scope requiring Partnering. Partnering is to be paid separately and included as a no-bid lump sum item. Also, the Partnering Specification (8-3.6) is to be modified to pertain to Maintenance instead of solely Construction. [UPDATE: As of 11-1-2006, the Standard AM Scope has been modified to include the Partnering Section. Also, the Partnering Spec has been appropriately modified and posted on the Office of Maintenance website.]

5. Incentives – Currently developing incentive language that will be included as an option for the boilerplate AM Scope. Several methods (1) Bonus for higher MRP, (2) Penalties assessed against bonus, (3) bonus for consistent MRP score.

Discussion- Office of Maintenance mentioned possible ideas for incentives, and indicated implementing such ideas will be a challenge. Nevertheless, OoM will continue to work on this concept.

NEW BUSINESS

1. Bonds – New Bond form.

Discussion- New Bond Form language was presented. Some group members stated they were still not 100% pleased with new language (specifically they were not sure their sureties would like the language). Central Office stated the new language was review by surety representatives and received their seal of approval. Industry stated they will discuss with sureties and may send comments concerning the language.

2. New Asset Maintenance Scope

Discussion-

Contract length was discussed and the group nearly unanimously agreed that AM Contracts should be longer than 5 years. It was agreed that Section 2 "Contract Length" be deleted and replaced with language that gives Districts full freedom to select Contract Length and renewal pattern.

It was agreed to delete "for review and approval" from Section 4 (Organizational Structure) - "Throughout the contract duration, submit all changes to organizational structure or position responsibility to the Department for review and approval."

Since it is covered elsewhere in FDOT laws and Specs, it was agreed to delete the following sentence from Section 4 (Organizational Structure) - "Any liability created as a result of the Contractor's performance shall be borne by the Contractor and the Department is held harmless."

Since it is covered elsewhere in FDOT laws and Specs, it was agreed to delete the following sentence from Section 4 (Organizational Structure) - "The Department reserves the right to remove any Contractor employee from the project in accordance with the Standard Specifications for Road and Bridge Construction and revisions thereto."

It was agreed to delete "In addition to reduced payment amounts to the Contractor" from Section 5 (Performance Expectations and Evaluation). Added Partnering Section 6.

There was much discussion concerning Sign Panels provided by Lake City Sign Shop and the requirement to request 3rd party reimbursement for the sign panels and give amount collected back to FDOT. Industry stated this was too much paperwork to do this and would even prefer to not have to get the signs from Lake City rather than have to transfer reimbursement from 3rd party to FDOT. Office of Maintenance stated this was not a new concept and previous AM Contracts had been written with these requirements and that the only significant change to this section was eliminating the maximum amount of free sign panels allowed.

Industry and even some Districts disagreed and stated they are not required to seek reimbursement for FDOT issue sign panels. This issue was tabled for discussion at next meeting. [\[UPDATE: OoM checked the old Standard Scope language and verified that the collection of reimbursement for FDOT supplied sign panels is a requirement of most current contracts - so this issue is not a new change. OoM is thinking of either leaving language as is or allowing the Contractors the option to use FDOT Sign Shop or not, but charge AM Contractor for all supplied signs - this will be discussed next meeting.\]](#)

Method of shipping and handling of signs from State Sign Shop was questioned and Office of Maintenance committed to researching this issue. [UPDATE: There is no shipping and handling charge because sign panels are not sent to the AM Contractor. Lake City Sign Shop says they do not deliver sign panels to AM Contractors - it is the AMC's responsibility to get the sign from Lake City via truck or other means.]

The new method of the FDOT performing MRP was discussed. The group suggested the process of FDOT performing "interim" MRPs be established in the AM Procedure.

A few other miscellaneous typo-type corrections were identified in the Scope. [UPDATE: As of 11-1-2006, all changes listed above (except for the Tabled signs issue) have been made to the Standard AM Scope.]

The AM Scope topic was not fully discussed - Performance Measures discussions were tabled for next meeting. Industry will review Perf Meas and be ready to discuss next time.

3. Routine Maintenance - Discussed Routine, non-routine, and Preventative maintenance activities. Office of Maintenance committed to sending out an e-mail requesting opinion input from the group. [UPDATE: The group is encouraged to re-read the Department's "Routine Maintenance Cost Handbook". This Handbook does a very thorough job of describing and defining exactly what is and is not Routine Maintenance. The term "non-routine" maintenance is not officially defined anywhere and neither the OoM nor the Florida Statutes officially recognizes this term. This is why the new Scope now say all Routine and Preventative Maintenance. Routine Maintenance and Preventative Maintenance is defined in Florida Statutes.]

4. Directed Work – There is no change proposed to the new AM Scope concerning "Directed Work". The group was reminded that Customer complaints relayed to AMCs by FDOT personnel ARE customer complaints as defined in the Scope. However, although FDOT is a customer, they are not a customer as defined in the scope - i.e. complaints generated from FDOT should be addressed but not in accordance to the Performance Measures for Customer Complaints in the AM Scope. Department generated issues should be handled thought good faith in working to be good partners and through proper contract administration. Industry indicated they understood and agreed with this. However, they reminded the group that they feel some Districts take it too far and try to direct the work too much. OoM (Mike Sprayberry) is to work on developing training so that all Districts and AM Contractors can uniformly understand expectations and so that all AM Contracts are administered relatively consistently.

5. Order of Precedence – Discuss order of precedence for the contract documents, so as to reduce the confusion at the field level.

Discussion-

The group agreed that Technical Proposal/RFP/Asset Maintenance Scope should be #1 in the hierarchy of documents in Article 5-2 of the Specifications. OoM committed to make this change.

6. Qualifications of Project Manager (PM) - Discuss the needed qualifications for the project manager for an asset maintenance contract and the qualifications of the Department's project manager.

Discussion-

OoM shared with the group that Ken Leuderalbert in Project Management is working on a section in the new Project Management Handbook (not yet published) that specifically addresses what is expected of FDOT Project Managers.

7. New Construction Projects - Discussion on what procedures are desirable to be put in place in reference to new construction projects that are completed within an Asset Maintenance contract area of responsibility.

Discussion-

The group was told that the AM Scope does not address this because it should be a Department standard and be addressed in procedure. The procedure "Maintenance Responsibilities on Construction Projects" (850-000-005-d) was discussed, but it does not specifically address what Maintenance should look for when inspecting a recently completed Construction project. No changes are proposed in this area because the group agrees that the AM Contractor should do what is necessary (concerning Construction Project inspections) to protect their own performance-based interests, e.g. AMCs should make sure they carefully grade the Const Project to make sure they are not accepting deficiencies.

Please contact me with any omissions, corrections, or comments. Also please forward this to anyone else who you feel should have been copied. Thanks.