

"Xanders, Greg"
<Greg.Xanders@jacobs.com>

11/04/2002 04:12 PM

To: "Bob Burleson" <bburleson@ftba.com>
cc: "Ananth Prasad (ANANATH.PRASAD@DOT.STATE.FL.US)"
<ANANTH.PRASAD@DOT.STATE.FL.US>, DUANE.BRAUTIGAM@DOT.STATE.FL.US
Subject: RE: FDOT Proposed Specification Changes

Looks good except the cracking requirement for the "cgpccp"3/16" seems like a very large crack after 5 years. Water will pour in to the crack and do major damage in short order. I would think that 1/16" is more appropriate . Unless of course any of my d-b partners think otherwise !! X-man



Duane F Brautigam
11/18/2002 08:22 AM

To: John H Owens/CO/FDOT@FDOT
cc:
cc:
Subject: FW: Response: PROPOSED SPECIFICATIONS CHANGE -
D3550000 - Contractor Guaranteed Portland Cement Concrete
Pavement.



"Bob Burleson"
<bburleson@ftba.com>
11/15/2002 08:20 PM

To: "Ananth Prasad \(\(E-mail\)\)" <Ananth.Prasad@dot.state.fl.us>, "Duane Brautigam \(\(E-mail\)\)" <Duane.Brautigam@dot.state.fl.us>
cc:
Subject: FW: Response: PROPOSED SPECIFICATIONS CHANGE -
D3550000 - Contractor Guaranteed Portland Cement Concrete
Pavement.

Thanks for the comments. I totally agree. I am working very closely with FDOT. This spec was actually proposed by the concrete paving industry(there are no concrete pavers based in FL). They don't seem to understand the impact.

Bob

-----Original Message-----

From: HICKLIN, CORD [<mailto:CORD@SAFECO.com>]
Sent: Friday, November 15, 2002 11:10 AM
To: 'bburleson@ftba.com'
Cc: HICKLIN, CORD
Subject: Response: PROPOSED SPECIFICATIONS CHANGE - D3550000 - Contractor Guaranteed Portland Cement Concrete Pavement.

Bob,

Obviously, this will severely restrict the number of bidders that will qualify for bonds on this type of project (one that requires a 5-year guarantee). It is difficult enough to pre-qualify a contractor for suretyship and to anticipate that they will be viable 24-36 months from now to complete the work we are contemplating, currently. It is impossible to predict that any company will be a viable concern 5 years from now and only the largest and strongest of accounts will qualify for such an onerous obligation, limiting competition and ultimately driving the price of these projects upward. A 3-year obligation is much more palatable for a surety, will allow for larger pool of contractors and more equitable pricing, and should provide satisfactory assurance to any owner.

The proposal should also be amended to include an extended "Warranty" vs. a "Guarantee". It is conceivable for a contractor to be expected to "maintain" their product for a specified period of time, assuming responsibility for defects in material and workmanship. It is not reasonable, on the other hand, to ask a contractor to bear the burden of

providing a "Guarantee" to the general public for an extended period of time. This responsibility falls squarely on the shoulders of the DOT.

I

am not a lawyer, but it would seem that this places a contractor in a precarious position, potentially exposing them to liability for roadway accidents that may injure or kill members of the general public over the course of the "guarantee" period. This is clearly outside the scope of

a

product warranty, which owners certainly have a right to request and should

expect to receive.

We strongly oppose the proposal as it is currently written.

William C. "Cord" Hicklin

Area Manager

SAFECO Surety

678-417-3845 Phone

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Randy Brown

11/07/2002 08:56 AM

To: Duane F Brautigam/CO/FDOT@FDOT
cc:
Subject: spec review D355 Concrete pavement

Randy Brown
Gainesville Const.
381-4217

I would suggest that the warrenty be based on a furnished bond. FDOT is requiring such a bond for landscape and signal warrenties at present. Also if the contractor warrenty is used to insure a quality product then the FDOT should back out of participation in design of the roadway. I would suggest that we follow the "shop drawing" approach to allow the contractor to retain responsibility for design, material selection, construction etc. FDOT can provide design criteria from AASHTO, FDOT manuals and specifications. Contractors could then be required to have designs reviewed for approval prior to construction. This approach is common for vertical construction. I believe the warrenties would be easier to enforce and also eliminate bids from "virtual" companies that may disappear after final payment for construction.

COMMENTS: By Rich Caby

As a surety providing performance and payment bonds for contractors on FDOT contracts, I am strongly opposed to a 5 year warranty period. This subjects the contractor and surety to long-term obligations that are virtually unknown and therefore extremely difficult to underwrite and price.

As time extends forward, it is likely that a road surface breakdown is caused by factors other than design or faulty workmanship and/or materials. Adverse weather conditions, changed traffic patterns, increased in traffic and the weight of the traffic also contribute to road surface breakdown. The extended duration complicates the process of determining responsibility. This is costly for the both the contractor and the Department.

We would consider five year warranties only for the strongest of contractors, which will in effect limit the number of bidders, which reduces competition and will in all likelihood increase prices. The greatest impact will be on the small and/or emerging, WBE, or MBE, contractors.

Question: Is the intent here to create a CMAP type spec., with a designated responsible party, under a separate agreement? If so, as written, this spec.misses the target.

Will be glad to discuss further.

Submitted by: Rich Caby – Zurich North America

Phone #: 813-354-2205
