

1020509 MAINTENANCE OF TRAFFIC  
COMMENTS FROM INTERNAL/INDUSTRY REVIEW

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Comments: (7-14-10)

After reading this proposed specification change I don't think the Temporary Raised Rumble Strip Sets (102-9.15) are meant for All Jobs as indicated in the spec. This sounds like it would be as needed or as shown in the plans.

Response: Changed the first sentence to include the text "**When called for in the plans, furnish...**".

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Russell Gilbert  
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Comments: (7-14-10)

The problem with including costs for restoration of damaged attenuators in the unit price is that contractors will add 5,000.00 or 10,000.00 to the unit price and FDOT will end up paying for restorations on units that were not needed or preformed. It is fairly rare that units are hit before a job is sold and FDOT is better off to pay for the restorations AS NEEDED under the current spec. rather than pay for restorations in the unit price on ALL units per the proposed spec.

Response: The Department has considered all the comments related to the proposed specification change and has determined that the best interest of the Department and the public is to move forward with eliminating separate reimbursement for restoration of damaged attenuators for the following reasons:

1. This item should be treated like all other temporary traffic control devices damaged during construction with compensation for estimated potential damage considered in the initial line item bid. We understand we will see an initial increase in cost, but we are confident everyone will benefit from savings in the long.
2. For minor damage cost is absorbed in the initial price, major damage can be reimbursed by insurance companies of the at-fault individuals. A crash report typically is provided for major hits to crash cushions.
3. Additional consideration will need to be given by the contractor to ensure that the crash cushions selected for a given location will provide the protection and long term life cycle cost when considering initial installation and repair costs.
4. When a contractor chooses to use an alternative traffic control plan their designer will consider the strike potential for crash cushion placement during the development of the traffic control plan.
5. This change will eliminate the difficulties associated with invoicing for repairs.

No changes made.

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Comments: (7-27-10)

Comments on the Department's proposal to eliminate reimbursement for restoration of damaged attenuators under current spec 102-13.12.1.

The proposed change to specification 102-13.12.1 would increase cost to the taxpayer, potentially decrease safety for the motoring public, and be detrimental to the industry for the following reasons: Increase cost to the taxpayer Temporary attenuators will continue to be impacted by motorists, and all temporary attenuators have the potential for being damaged when impacted. If the Department's proposed modification to the specification is implemented, contractors will shoulder the burden of collecting restitution for the inevitable damage to attenuators from the at-fault parties. In many cases the at-fault party is either unknown or uninsured/underinsured. Furthermore, temporary attenuators are placed in high risk areas to absorb impacts from vehicles. They are designed and intended to be hit. Insurance companies will not underwrite this kind of risk for obvious reasons. Therefore, contractors must attempt to estimate the costs of restoring damaged attenuators and include these costs in their bid price. However, there is no way to estimate the frequency, severity, or the likelihood of unrecoverable restitution from an at-fault party. These risks are obviously extremely high. However, they are impossible to calculate with any degree of accuracy. The department must recognize that shifting such high risks that can not be calculated to the contractor will increase costs for attenuators dramatically and more than offset any savings the department intends to gain by changing the specification. Under the current specification, the Department pays for damages only when attenuators are impacted. Implementation of the proposed modification to the specification will, in effect, result in the Department paying for the potential damages on all attenuators whether they are damaged or not plus the additional risk factor or cushion that will be added by contractors. Potentially Decrease Safety As stated earlier, temporary attenuators are placed in high risk areas to protect the motorists from impacting much more dangerous objects. Temporary attenuators are critical to the safety of motorists. When they are impacted, they must be restored in order to work the next time they are impacted. The result of a vehicle impacting an attenuator that has not been restored can be catastrophic. Currently, all contractors are reimbursed for the repair of every impacted attenuator. There is no reason to delay in repairing impacted attenuators because the contractor is guaranteed to recover their costs from the state. The removal of this guarantee will only increase the possibility that some contractor in an effort to save money or prevent additional losses does not restore a damaged attenuator promptly or properly. Detrimental to Industry Temporary attenuators are placed according to the department's plans and specifications. The contractor typically has little to no options for moving attenuators to a less dangerous position or remove them altogether. Even if they could choose the placement of the attenuators, experience tells us that one can not predict with any accuracy which units are more likely to be impacted. Often times the units that are positioned in what appears to be the least dangerous positions are the units that are impacted. As discussed earlier, contractors will have to build the cost of repairs plus a perceived risk factor or cushion into their bid prices. However, even a prudent contractor that includes a significant risk factor in their attenuator price may have many more attenuators impacted than estimated with a much higher rate of uncollectible restitution than estimated which results in a very significant loss to the contractor. On the other hand, there are many projects with attenuators that are never impacted. A contractor may include a very high risk factor in the attenuator price on a project and never have any

attenuators impacted therefore realizing a large windfall. Certainly, it is not in the department's best interest to create an environment where a contractor's success is based upon blind luck.

Conclusion: It is certainly understandable that the Department needs to explore ways to save money. However, eliminating the reimbursement to contractors for restoration of damaged attenuators will have far reaching unintended consequences. Changing the current spec as proposed will increase installation cost for attenuators (among the lowest if not the lowest in the country), compromise work zone safety, and negatively impact industry. The department would be better served by seeking reimbursement from the at-fault parties for the costs of reimbursing contractors for restoration of damaged attenuators. This would allow the state to continue to enjoy the current installation prices of attenuators (very low in comparison to other states), maintain work zone safety, avoid negative impacts to industry, and recoup a potentially large portion of the expense of repairing damaged attenuators. This, in effect, would be a substantial cost savings to the Department without the unintended negative consequences.

**Response:** See response to Russell Gilbert, above.

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Comments: (7-28-10)

As a general contractor, we strongly disagree with this proposed specification change. This is another example of the Department putting all the risk on the contractor. Who can calculate how many times a crash cushion will be damaged during the course of a project? How much money does a contractor include in the cost of the crash cushion for restoring and replacing damaged crash cushions? On previous projects, the damage to cushions hit has ranged from minimal repair to total replacement. Why does the Department feel that the contractor should assume this risk on their project? What if the crash cushion is damaged by a hit and run driver or a driver without insurance or an insurance plan that only partially covers the costs of repairs? Is the contractor just supposed to absorb this cost? Sometime repeatedly! Hal Jones Contractor strongly believes this specification change should be pulled for further discussions between FDOT, prime contractors, maintenance of traffic subcontractors and FTBA.

**Response:** See response to Russell Gilbert, above.

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Anonymous

Comments: (7-29-10)

Removing state payments for attenuator repairs during construction is definitely in the states' best interest. Attenuator repair payments have been a very difficult item to track as there are layers of distribution and sub-contractors that complicate and inflate the true repair costs. State payments for attenuator repairs during construction encourage contractors to choose systems with high repair costs in order to maximize their profits. Removal of such payments will eliminate the need for tracking and substantiation by the state, as well as eliminate all associated time and paperwork. Contractors already produce paperwork to collect from the state, so this

would not increase any time or paperwork burden to them. This change will lead contractors directly to the proper source for reimbursements and will help streamline the entire process. It will nurture the use of good business sense in choosing products that combine cost effectiveness and safety. Contractors would now use the same thought process as the state to maximize cost benefits and realize substantial savings. This may affect initial rental rates in the short term. In the long run, the state will enjoy remarkable savings while contractors that employ sound business practices will remain profitable.

Response: See response to Russell Gilbert, above.

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Comments: (7-29-10)

Suggest changing 102-7 item 3 to read "When traffic pacing is called for in the plans or approved by the Engineer" as Index 655 states that a site specific plan shall be developed for each pacing operation, so the plans should not call for Index 655.

Response: Index 655 is for traffic pacing for “overhead work” and that is why we specifically cited this index in the specification. No changes made.

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Tom Brady  
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Comments: (7-30-10)

Attenuators are placed in high risk areas to provide safety to the motoring public. It is critical that damaged attenuators are repaired, before a subsequent impact occurs. By reimbursing for damages, the current specification helps to ensure that repairs are made timely. If this specification is changed, the contractor would still be required to make repairs to damaged attenuators within 24 hours, not knowing whether or not he will be reimbursed by the-fault party. In many cases, the at-fault party is unknown and/or uninsured. Also, there is no way to estimate the frequency of the impacts or the severity of the damages. Considering these risks for each location will have an astronomical effect on the rental price. Requiring the contractor to assume all of the risk will not save money. FDOT can recognize a new and immediate revenue stream by pursuing claims against the at-fault parties, all while still enjoying the benefits of such low rental rates. I strongly recommend that the FDOT allow Specification 102-13.12.1 remain in effect and unchanged for the betterment of the industry, in fairness to the taxpayers, and the safety of the motoring public.

Response: See response to Russell Gilbert, above.

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Comment: (Internal 6-23-10)

**102-9.15 Temporary Raised Rumble Strip Sets**

These sections describe the position and spacing of the strips, but not their length (unless I just missed it.) Are the strips to extend the full width of the lane. I don't see a length requirement in the Spec.

Response: Agree updated 102-9.15 to point to the index for installation details. - Install the temporary raised rumble strip sets per the manufacturer's recommendations **and in accordance with Index 600.**

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