5440000 CRASH CUSHIONS
COMMENTS FROM INTERNAL/INDUSTRY REVIEW

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Bob Schafer
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Comments: (7-7-10)
It's not my line of work, but I think it's a mistake to take out payment for the restoration of damaged crash cushions. How is the MOT sub supposed to price it? Will the Department be supplying traffic counts and an FHP crash history for each location? Can the sub claim that if the DOR had added 5 more pieces of wall to the design the numerous potential repairs would've been avoided? The Prime Contractor frequently provides the lane closure to perform the repair. Are we now to be collecting fees from our subs for work beyond their control? The Department is getting what they pay for with the initial price of the cushion and then for each repair. Why complicate this process? Does the Department think they will really get better prices, maybe in the short term, or are you just taking advantage of the MOT contractors?

Response:

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Russell Gilbert
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Comments: (7-12-10)
The restoration of a damaged attenuator may require only 500.00 in parts or could require a complete replacement of the unit. We have made many repairs under the current spec. and the average cost is about 3500.00. If we are required to include restoration of damaged attenuators in the unit price we will have no option other than to quote a "worst case" restoration of a complete unit replacement then hope it don't get hit more than one time. This new spec WILL cause a cost increase to FDOT and is a very bad idea. The existing spec. should remain in place as is.

Response:

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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:

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Hal Jones
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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:

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Karen Wasielewski
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Comments: (7-30-10)
Unless the FHA has mandated a change in the name of Vehicle Impact Attenuators to “Crash Cushion” the word “crash” can be very negative and if not explained correctly can be perceived in the wrong way by the public. “Protective Crash Cushions” might be a name better suited. Otherwise, leave the current name as it is - it has a more professional sound to it.

Response:

The contractors who “gamed” the attenuator repair system by substituting “used” or “repaired” parts for the required new parts or charged for total attenuator replacements because of the “disposable” design of the unit were terribly wrong and deservedly lost the trust of the FDOT.

The FDOT has always been vigilant, but historically undermanned in the enforcement of some specifications such as attenuators/repairs may have been able to stop the abuse with earlier tracking and detection. Alas, this did not happen. Always looking for cheaper solutions and products, the FDOT inadvertently allowed in some re-directive attenuators that have been advertised as “disposable”. If this term did not raise a red flag to the FDOT, then what word would?

Seven or eight years ago, one supplier representative made the rounds in Tallahassee warning anyone in FDOT who would listen to the potential problems associated with these type of attenuators. Unfortunately, the warnings were not taken seriously and all of the cheap, disposable attenuators were entered onto the QPL. Thus started the chain of events which led to the excessive repair costs which have infuriated the FDOT.

For the record, most of the attenuator repair costs for some types of re-directive attenuators were low or reasonable and acceptable to the Department. The specific repairs that are considered high or excessive need to be viewed according to the actual damages and the specific type of attenuator involved. There is no doubt that any attenuator can be totaled and the cost to replace it - very high. However, the question needs to be asked if some type of attenuators were more prone to excessive damage because of the design and were these same attenuators more prone to higher repair costs or more total repair costs?

Response:

There are some very well designed attenuators in service which do have very low repair costs on average. Are all of the contractors to be punished because of the poorly designed attenuators allowed on the QPL?

Response:

The Department should consider the following changes to the repair specifications 544-1:

1. Check the repair data to determine which attenuators are designed as “disposable” or have excessive repair costs. Remove these types of attenuators from the QPL.

Response:

2. Obtain yearly, from the manufacturers of each type of the remaining attenuators, a price list for parts that the contractor must use when presenting the invoice for repair. This will eliminate middlemen from jacking up the price of the parts which partially led to today’s high costs and complaints.

Response:

3. If the contractor uses new parts, require him to provide an invoice from the manufacturer to reflect the costs of those parts.
If the contractor uses “undamaged used parts” - pay only 50 % of the list price.
Repaired parts are not acceptable.

Response:

4. If an attenuator is totally destroyed, have the contractor provide the cost of a complete unit from the manufacturer.....plus 20%. Do not use the parts list in this case, as it will result in a much higher cost.

Response:

5. *Mandate pictures of the damage* so both parties (FDOT & contractor) will agree to what parts are to be replaced. (Digital or cell phone cameras are cheap and very handy.)

Response:

6. Inspect the repaired attenuators and take more pictures to verify the attenuator will work with the replacement parts (new or used.)

Response:

Ultimately, the FDOT wants a product that will perform according to the attenuator specifications and at a reasonable price. There is no doubt that in regards to installation per location this has been successful. (Check average per location cost.)

(*compiled by Traffic Control Products estimators)

The FDOT is now proposing to leave it up to the contractor to repair any of the various types of attenuators with any compatible parts to meet the proper functioning of the attenuator and for the contractor to absorb all costs for this work. Beware of the unintended consequences of this proposal. Below are just a few and there are certainly more that will appear over time.

1.The per location (lo) cost will obviously go up significantly. How much it will go up is debatable but it definitely will not go down.

2. The Contractor will use whatever parts he deems suitable to make the repair. The inspectors will need to become experts at the construction of each attenuator type to avoid missing parts that may not function correctly.

3. The FDOT's leverage to get repairs done promptly and correctly will be reduced as the work/reward factor will be eliminated. (20% + parts.)

The very reason the specification 544-1 was instituted was because no one – not the FDOT or the contractor could ever predict the number of times on any project an attenuator would be damaged or to the extent that an attenuator was damaged. This reasoning is absolutely valid today.

The FDOT's proposed action abandons the founding reason specification 544-1 was created which is no one has a "Crystal Ball". The proposed actions would indicate that the FDOT now says there is one.

Response:

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Comments: (date)

Response:

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Comments: (date)

Response:

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