



MINUTES SUMMARY

PROJECT:	(0) CBIS Program Management Team	
SUBJECT:	(102) - Council Bluffs Pre-bid meeting for B.O. 306 in February letting	
MEETING TYPE:	Construction Progress Meeting	
MEETING #:	61315	
MEETING PUBLISHED BY:	Quernemoen, Keith	
DATE AND TIME:	Start: 2/4/2015 10:30:00 AM	End: 2/4/2015 12:00:00 PM
LOCATION:	DOT-Ames Road Design Conference Room	

MINUTES DETAILS

61315.1	TOPIC:	Construction Update	STATUS:	Open
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Discussion:

(102) Pre-Bid Meeting, Bid Order 306

Letting: February 17, 2015

1. The PowerPoint presentation was discussed by Keith Quernemoen, Mark Pohlmann, Bryan Kumm, and George Feazell. Staging, milestones, and Special Provisions were discussed. The PowerPoint is provided as an attachment.
2. Q & A and audience discussion was facilitated by George Feazell.
 - a. What is driving the aggressive schedule for this project?
 - i. To accommodate the railroad re-alignment project letting in June, which requires a railroad cut-over to be complete by January 2017.
 - b. Contractor in a tri-venture explained the following concerns.
 - i. They have prepared a schedule and there is a 5% chance that they could make the milestones in 2015.
 - ii. They are concerned with the timeline of the NTP being based on the approval of a baseline schedule and wonder if a limited NTP will be provided.
 - iii. The paving for 2015 has added complexity and risk to the workload and schedule.
 - iv. The rigid inclusions in multiple areas provide for slow-production and high risk.
 - v. Concerned that the progress scheduling SP says that they have to submit a schedule that indicates that they will finish and meet the timeframes, but that would be inaccurate because they don't feel they can do so.
 - vi. They likely wouldn't bid the project with the way the contract is set up now.
 - vii. The levee SPs area concern and risk. The SP puts the flood protection on the contractor. Does the contractor need to assume how many times to backfill excavations in the Emergency Action Plan.
 1. George indicated that the schedule should reflect these actions and this type of work should be performed outside of the flood risk time.
 2. The addendum addresses the obligations of the contractor and the DOT in the emergency action situations.
 - viii. Levee and weather issues
 1. George clarified that a local failure (contractor working pads, etc.) is the risk of the contractor; a global failure (levee slide/failure) is the risk of the DOT. The addendum will address this.
 - c. Can contractors figure out ways to reduce or mitigate settlement periods?
 - i. Yes, bid the plans as-is and use the VE process if applicable.
 - d. What happens if NB I-29 is not paved until June 2016?
 - i. This will push the RR grading date and have an effect on the CBIS program schedule.
 - e. Progress Scheduling SP - Concerned that it has gotten more stringent. Contractor indicated that the level of management for the contractor has increased. They are subcontracting the schedule work which is cumbersome and it is used to tell the contractor everything that they are doing wrong.
 - i. George clarified that the cost-loading had been removed from the monthly updates, reducing the overall work effort. Also, we added minimum weather day requirements to the calendar.



- f. Further discussion on biddability.
 - i. If NB pushes into 2016, there is difficulty getting SB done as well, which creates compounding LDs.
 - ii. Upfront submittals take a lot of time. The EAP on the previous contract was 180 pages and took 90 days. The rigid inclusions require a lot of upfront testing. The baseline schedule takes a long time to produce. Can we adjust the timeline for acceptance of the baseline and get started on critical work items early? Need to get into production of critical work items.
 - iii. Can the rigid inclusions be removed from the EAP requirements? Can production inclusions run concurrently with the load testing?
 1. George indicated that we'll look into this.
- g. Emergency actions for a rise in river levels. It is difficult to quantify the risk of abandoning and backfilling work in-progress.
 - i. An addendum will be issued to include a piggy-back levee so the working pad stability analysis is no longer the responsibility of the contractor. The working pad has been hydraulically analyzed and included in the plans. Any changes to this are the responsibility of the contractor. Global stability issues remain the responsibility of the DOT; local stability and working pads are the contractor's responsibility.
- h. What if we ran into the same problem as we have now, where there was some pre-existing sloughing of the levee. We thought we could shore it up, put in some rip rap and go back to work. But then the City & USACE came in and we were shut down for awhile. How is this specification any different?
 - i. The addendum will indicate the piggy back levees address this. The issue becomes the working pad and maintaining the stability of your equipment. Local stability will be the contractor's responsibility; global stability will be DOT's responsibility.
- i. Is the Emergency Action addressed in that addendum? And here's our big problem, the way that the SP reads is that any emergency action is on the contractor. When we get that order and the river rises to that 25 foot level and there we are and you have to bail, backfilling everything, abandoning everything you've got, that's just step one. Step two, you're building secondary levees or doing whatever the levee program manager directs you to do and a lot of times that is over 7 figures, regardless of the situation. And there's no way for us to quantify what that risk is today by the way it's written. We need to know that any emergency action that's necessary, protection of the levee, things of that nature, are compensable.
 - i. If a flood causes global damage to the levee, or threatens global damage to the levee, certainly that's a DOT responsibility for the facility.
- j. Can that language be reviewed?
 - i. I think we've answered it on our Q&A, talking about contractor's responsibility is local stability, DOT responsible for global stability. And global events, if a flood comes and washes out your working pad, that's your responsibility to put back, just like working around any river. If the flood event would threaten the levee, Council Bluffs has bigger problems than that and that's DOT's responsibility.
- k. But the way it reads currently, it's our responsibility.
 - i. We can take a look at that.
- l. It's probably not specific to say that DOT is responsible for global stability issues, it doesn't say that.
 - i. Let's say we have a flood event like in 2011, the City and the USACE, they came in and did a lot of work. And I would expect that if we had a similar type of event, they would do the same thing.
- m. Can work in levee critical area (outside of levees) start prior to EAP approval? The rigid inclusion work is impacted if we need to wait.
 - i. This will be considered in discussion with City and USACE.
- n. The baseline will show negative float if it is submitted with the current contract timelines.
 - i. George indicated that approving a schedule with negative float means that we're going to finish late and that the contractor is subject to LDs. We'll revisit the completion dates.
- o. Is the current contract on schedule?
 - i. The (102) contract will be impacted if no acceleration measures are put in place for (97). The plan is to finish on time.



- p. The LDs have a compounding effect. If NB isn't completed in 2015, delays could reach \$2.5M in May, and could turn into \$10M with all of the other milestones being missed.
- q. Does the DOT have a schedule?
 - i. George indicated, yes, and that it is an internal working document.
- r. South Omaha Bridge Road is a critical interaction point. The (102) grading combined with the (98) and (111) girder erection would have a big impact on production.
- s. Are we committed to the haul routes shown in the plans?
 - i. George indicated that there are no commitments to local municipalities.
- t. The Site 02 milestone is for the removal of the EB US 275 bridge and embankment removal. What is the coordination expectation between shaft/column/pier construction with the future RR contract?
 - i. This question will be resubmitted via BidX.
- u. Proposal Language - Stage vs. Site. What is included in the site date?
 - i. The proposal lists specifically what is to be completed to satisfy the site. In staging notes, more information is listed but may not be needed to satisfy the site.
- v. Temporary traffic signals and signs and the concern regarding the timing of these in early stages.
 - i. George indicated that we will look into this and re-address the question that had been submitted.
- w. Ramps B & D - need to close these to complete US 275 to open to 4 lanes. Can this period of time be treated separately so as not to start the Ramp B & D closure so early.
 - i. George indicated that this will be evaluated.
- x. Early rigid inclusion testing program. In accordance with the SP, all 5 load tests must be fully analyzed prior to starting production. This process is 8-10 weeks. Two of the load tests are in the levee critical area.
 - i. This will be evaluated.
- y. Can Ramps A & C close right away?
 - i. Yes.
- z. Contract signing timeline - can it be expedited?
 - i. This can be expedited by emailing to the contractor for signatures.
- aa. Are the existing levee as-builts available?
 - i. Yes. We'll request them from the City and post them to BidX.
- bb. What is a "medium-sized" excavator? This is in reference to equipment to be used inside the levee for bridge demo.
 - i. This is in reference to the I-29 SB bridge over Mosquito Creek because of the slope failure, it has been limited. It's a methods spec to limit our potential for failure. We can't go inside the levee. A medium-sized excavator should be less than 80,000 lbs operating weight.
- cc. When will we have some guidance on these remaining items?

We're not going to make solid decisions right here in this meeting, but depending on the number of issues we need to look at February letting vs. March or look at addressing some of these things that have been raised. Today we're here to hear your concerns and then move forward.