
Meeting Minutes
SCDOT/ACEC/AGC Design-Build Sub-Committee Meeting
5/19/2021 @ 9:00 am

I. Welcome/Introductions

- Chris Gaskins
 - Clay Richter
 - Brooks Bickley
 - Brad Reynolds
 - Ben McKinney
 - Jae Mattox
 - Will McGoldrick
 - Barbara Wessinger
 - Brian Gambrell
 - Carmen Wright
 - Patrick McKenzie
 - Nick Waites
 - Chris Lacy
 - Randy King
 - Levi McLeod
 - Tyler Clark
 - Dave Rankin
 - Lee Bradley
 - Pete Weber
 - Rob Loar
 - Jim O'Connor
 - Erin Slayton
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- Randy King (KingR@scdot.org) will be replacing Maria Ott on Design-Build Sub-Committee
 - Tyler Clark (ClarkTA@scdot.org) has joined the Design-Build group and Design-Build Sub-Committee

II. Project Updates

SCDOT

- Carolina Crossroads Phase 1 – In procurement
- Carolina Crossroads Phase 2 – In procurement
- Closed and Load Restricted Bridges 2021-1 – District 4 with eight bridges. In procurement.
- Cross Island Parkway Toll Conversion – Toll plaza removal, pavement strengthening. RFQ 2nd quarter of 2021. Fixed price with a variable scope. In procurement.
- I-20 over Wateree, River and Overflow Bridges – In project development to evaluate

rehab versus replacement. RFQ in early 2022.

- Carolina Crossroads Phase 3 – RFQ in 2022
- I-26/I-95 Interchange Improvements – Awaiting PE funding, possibly in place late spring/early summer 2021. RFQ TBD.
- Mark Clark Expressway – Continuing development of Supplemental EIS. RFQ in 2023
- Low Country Corridor West and I-26/I-526 Interchange – ROD is expected in 2022 and RFQ could move to 2027.
 - Five phases are currently being evaluated for delivery method type.
- Low Country Corridor East – Currently in project development and NEPA. Procurement timeframe TBD.

III. Action Items from 03-17-21

- ACEC/AGC to give feedback on how proposal commitments are handled in other states.
 - Design Optimization vs Cost-Savings/Sharing discussion. ACEC solicited comments but no feedback to report from industry partners at this time. SCDOT Design-Build prefers not to go back to committal form/sheet and inquired if other states have been successful with this implementation?
 - AGC referenced example/feedback from Texas DOT regarding their implementation of cost-savings/sharing or alternative approach to that accountability within technical proposals.
 - ACEC may have examples in Virginia and Georgia to lean on and compare against Texas DOT feedback. **[OPEN]**
- SCDOT to continue to review Insurance and Bonding language comments and provide revised version to ACEC/AGC for further review.
 - Brian and Barbara received additional language from consultant and will be reviewing to provide updates at or prior to next meeting. Continuing to address the concerns regarding the changes. SCDOT's intent is to be comprehensive without unnecessary or confusing verbiage. **[OPEN]**
- SCDOT to provide revised shop drawing language to be reviewed by ACEC/AGC prior to May sub-committee meeting.
 - Language sent to ACEC/AGC partners in late March. ACEC circulated internally within and there were no further comments or feedback to report. AGC will follow back up with internal partners to verify comments or feedback. It is expected that no objections will be offered based on discussion. **[OPEN]**

IV. ATC Utilization after Award

SCDOT

- SCDOT provided an example where an approved ATC was not utilized within the Technical Proposal, however, after award of this fixed price contract, the CONTRACTOR requested to utilize the ATC without offering cost-savings/sharing.
- The question for discussion: "If there is a cost savings as a result of utilization on the approved, but not yet implemented ATC, is SCDOT due the savings back?"
- ACEC/AGC agreed that if not a part of the submitted technical proposal, it would be a

change to the contract and considered a change order. ACEC/AGC generally agreed that if SCDOT approved adding a non-utilized ATC, then there should be cost savings/sharing.

- SCDOT stated that the RFP language commits the CONTRACTOR to what is presented and approved.
 - The CONTRACTOR was awarded the design-build project based on the commitments within the Technical Proposal.
 - Changing design mid-construction, whether or not it's beneficial or a cost-savings/sharing, is a change in the contract that is committed to within the Technical Proposal.
- All agreed that it is to the benefit of SCDOT to incentivize design optimization or cost-savings/sharing throughout life of project.
- ACEC proposed inclusion of conditional notes on plans within Technical Proposals to clarify what is being committed to therein.
 - SCDOT cautioned ACEC to not include conditional notes as we do not allow conditional proposals. This is covered under 5.2 Proposal Review in the RFP.
- From the designer's perspective, everything is preliminary (20-30% plans in Technical Proposal); things will change during development of final plans and construction. So if the CONTRACTOR has to risk the cost of overages during final design, they should also get to keep the value from reductions due to optimizations. All agreed that there are things that fall into refining/optimizing the design, and items that fall into the category of "changing" the design. ACEC/AGC suggested that "changes" should fall into the realm of sharing in cost-savings/sharing, like a value engineering process would provide for.
 - If cost-savings/sharing is not on the table, CONTRACTOR is less likely to pursue design optimizations or improvements throughout the life of the contract.
 - All agreed that the goal is to provide SCDOT the most appropriate engineering design and construction methodology for the project at hand and continued innovation and improvements would be welcome for discussion after award.
- Historically, SCDOT has been OK with utilization of the change order process if/when necessary.
- This conversation will continue as a part of the design optimization action item discussion.

V. Utility/CEI Committee - Future Updates ACEC

- Invite individual(s) from Utility and CEI Committee's to discover what they're hearing or seeing within industry in order to continue to implement improvements within design-build process.
- All in favor; ACEC/AC to form a topic list and reach out to Utility and CEI partners to coordinate invitations to the next meeting. **[ACTION]**

VI. DBE Professional Services Goals ACEC

- Waiting on information/feedback to forward to SCDOT DBE Office for consideration.
- Investigating services offered/utilized on previous design-build contracts and number of DBE available for those services within/for design-build projects.
- SCDOT anticipates 0.5-2.0% goal on future design-build contracts to be committed to within 30 days of contract execution.
 - DBE Professional Services utilization will be encouraged, but a specific percentage for Professional Services will not be required.

VII. DB Prep Contracts

ACEC

- SCDOT includes survey and geotechnical information within Attachment B, inclusion of SUE is being discussed. In general, items from DB Prep Contracts that are stamped by a PE will be included within Attachment B.
- Risk assessment and formalization of this process moving forward is a high priority for Design-Build. This is intended to properly analyze and mitigate all or most risks at this stage. As a result, these contracts are likely to grow/optimize scope in order to best facilitate this goal and better project development moving forward.
- Industry endorses “NEPA Box” approach to continue to allow a larger window for investigation, survey, etc.
- ACEC/AGC encouraged prep work to include as much drainage related information as possible (pipe videos, reports, etc.) to help advance design at pursuit stage and to help reduce risks to the DB teams.

VIII. OpenRoads Integration of New Technology

ACEC

- Other states (Texas, Florida, Virginia, etc.) are making the switch to OpenRoads and OpenBridge for 3D modeling and conflict resolution with utilities, etc.
- SCDOT working towards getting it production ready; working directly with Bentley.
 - ~2 years out from mandating that consultants utilize this software.
 - Currently not restricting the use of OpenRoads as long as consultants can meet deliverables.
 - SCDOT Staff is not trained for the software package yet.

IX. Drainage – Preliminary Design

AGC

- AGC relayed that the industry felt there was a decrease in information provided by SCDOT to potential CONTRACTORS. The industry believes additional information should be provided and additional risk shared/assumed by SCDOT.
- SCDOT noted that there was no an intentional reduction and was likely related to what was available on a specific project but will continue to provide as much information as is possible in order to assist with risk mitigation. If certain information is not provided, SCDOT will work with consultants to balance the risk.
- Preliminary drainage design is not requested to be a part of the Technical Proposal, AGC Member suggested that it could be beneficial to include this as a requirement/component of Technical Proposal to assist with evaluation of proposed

project designs.

- ACEC expressed desire to not require additional content within the Technical Proposal plans.
- It would increase initial costs for teams to provide this design.
- Would potentially limit innovation and complicate the discussion regarding what is design optimization and what is a “change” to the Technical Proposal.
- All generally agreed that inclusion of drainage design within Technical Proposals is unlikely to be in everyone’s best interest.
 - SCDOT will continue to evaluate information required on conceptual plans and adjust based on project needs.

X. Open Discussion

- CCR Phase 1/Phase 2 Scoring
 - Not currently available for detailed discussion due to procurement status.
 - Ultimate intent is to select best value team/bid/submittal.
 - SOQ Scoring: other states provided SOQ scores to all short-listed teams at that phase of project.
 - AGC requests that SCDOT consider this implementation.
- Design-Build vs Design-Bid-Build, Minor Changes or Improvements to RFI Process
 - Within Design-Bid-Build, the Resident Construction Engineer has authority to make those decisions, however within Design-Build, the Engineer of Record makes those decisions.
 - Minor field adjustments (i.e. moving drainage boxes, etc.) are handled within the as-built process by Resident Construction Engineer for Design-Bid-Build.
 - SCDOT does not handle the as-built process on Design-Build contracts; the Engineer of Record is responsible for creating and submitting field adjustments to SCDOT for review.
 - Design-Build has worked with Director of Construction Office and staff on developing a revised change request process to include: Field Change Notifications (FCN) and Contract Change Requests (CCR). Resident Construction Engineer has authority to sign off on FCNs; Engineer of Record needs to be involved with and approve CCRs with cooperation from Design-Build Group.
 - This process is detailed within project Special Provisions, Section 104.
 - The change request process, specifically FCNs, should improve the timeline for minor changes that do not impact design or intent/design of Technical Proposal.
- RFQ/RFP Language for Public Involvement
 - SCDOT to revisit language within RFQ/RFP to clarify expectations for the Community Relations Plan.

XI. Action Items

- ACEC/AGC to give feedback on how proposal commitments are handled in other states.
- SCDOT to continue to review Insurance and Bonding language comments and provide

- revised version to ACEC/AGC for further review.
- SCDOT to provide revised shop drawing language to be reviewed by ACEC/AGC prior to May subcommittee meeting.
 - ACEC to reach out to Utility and CEI Committee representatives regarding attendance at next or future Design-Build Sub-Committee meetings.
 - SCDOT to follow up with DBE Office regarding future Design-Build contracts and DBE utilization requirements.

XII. **Next Meeting Date July 14, 2021, 9:00 AM (AGC Lead)**

XIII. **Adjourn**