Book of Promises

H ave you ever had a catchy song or clever slogan become instantaneously lodged in your memory? I hope that the phrase “Responsibility, Authority, and Accountability” from the editorial for the Winter 2017 issue of ASPIRE® has had that sort of effect on our concrete bridge readership. Sometimes, these types of taglines go viral immediately; other times, they take longer to spread. Keep sharing the message—it’s not too late for this motto to take hold.

A couple months ago, an engineer let me know that certain points I had made about design-build projects more than 15 years ago are still being invoked today. This engineer was referring to a 2002 presentation I had given—while still employed by the Florida Department of Transportation (FDOT) as the state structures design engineer—and the subsequent panel discussion about new adjustments to design-build policies. Although the design-build construction procurement process was not new at that time, the industry was seeing an uptick in requests for additional changes that altered the scope of work. Some of these policy changes were a concern to the unsuccessful design-build teams as well as others involved in the process.

During my presentation and the panel discussion, we addressed what commitments are established by a contractor’s proposal (what I then referenced as the “Book of Promises”) and what contract terms can be changed after the project is awarded. When design-build scopes are assembled to the point where they need to be delivered. In a similar way, let’s approach how owners can hold design-build teams to commitments in the proposal and during construction. It is important to maintain the integrity of the project and to hold those commitments in good faith.

Some engineers, contractors, and suppliers seemed to believe that, if you look long enough, you will find a state highway agency employee who will overlook contract changes. However, that is not always the case. When changes are made, they must be for reasonable and build this job.

Clay McGonagill, special counsel for FDOT, reminded everyone on the FDOT Design-Build Task Team that the author of a document is legally responsible for the words on the page. Today, that point may be self-evident for owners who write scopes and contracts every day or contractors who sign contract certifications for submittals. However, in 2002, the proposal was generally regarded as a routine attachment to the contract, and its legal weight as the Book of Promises was not fully recognized. McGonagill’s assertion was reinforced with training about how owners can hold design-build teams to commitments in the proposal.

Many people who now use the saying “Book of Promises” in reference to a project proposal do not know its history, but the message is still there: A commitment made will need to be delivered. In a similar way, let’s all work harder to make “Responsibility, Authority, and Accountability” a motto for every concrete and steel bridge project. This slogan reminds us to prevent any well-intentioned but ill-informed person (contractor, inspector, owner, or vendor) from changing something on a project in a way that will have detrimental long-term consequences that blindside future generations. A