

DISPUTE REVIEW BOARD RECOMMENDATION

January 24, 2000

Mr. John Hardy
Atlantic Civil, Inc.
PO Box 349108
Florida City, Fl. 33304-0108

Mr. Kenneth Dunne
Louis Berger and Associates, Inc.
PO Box 770352
Naples, Fl. 34107

State Rd. 951, Collier County
FN 195320-1-52-01
FAP No. 3251-006-P
District 1
DRB Issue No. 2

Dear Sirs:

The Florida Department of Transportation (Department) and Atlantic Civil Inc. (Contractor) requested a hearing concerning entitlement for direct costs relating to required Top-down construction of McIlvane Bay Bridge by Gimrock Construction, Inc. (GCI), the Contractor's subcontractor. Summaries of the Department's and Contractor's positions were forwarded to the Disputes Review Board (DRB), and a hearing was held on January 07, 2000, with follow up questions by the Board on January 13, 2000.

ISSUE

Gimrock Construction, Inc. has filed a claim requesting additional compensation for "Top-down" construction of the McIlvane Bay Bridge. GCI alleges that access to the western portion of the bridge was denied due to the Department's failure to remove a 14" existing water main which was supported by piles directly parallel to the existing McIlvane Bay Bridge. This resulted in the inability of GCI to utilize its as bid "normal construction procedure" of constructing the bridge from a barge.



DISPUTE REVIEW BOARD RECOMMENDATION

SUBCONTRACTOR'S POSITION

"The contractual requirements which relate to FWS' existing water mains and support Gimrock's claim are:

1. *The Utility Relocation Schedule contained in the Specifications Package requires installation of the 24" water line, which replaces FWS' existing 12" and 14" water mains, during a period of 60 consecutive calendar days during Phase I of the project.*
2. *After the new 24" water main is completed and tested, FWS' existing 12" and 14" water mains are to be abandoned, capped and grouted during 10 non-consecutive calendar days in the remaining MOT phases.*
3. *Article 110-1 of the Standard Specifications for Road and Bridge Construction, 1991, requires removal from the right of way of:*
 - a) *all structures and appurtenances and other facilities necessary to prepare the area for the proposed construction,*
 - b) *all product and debris which are not required to complete the construction.*
4. *Subarticle 110-2.1 of the Standard Specifications requires the complete removal of all obstructions, including pipes, resting on or protruding through the surface of the existing ground and the surface of excavated areas.*
5. *Plan Sheets B-1 and C-1 show rubble rip rap is to be placed at the end bents of each bridge on the project. FWS' existing 12" water main (buried) and 14" water main (aerial) are clearly shown to pass through the areas to be excavated for rip rap.*
6. *Subarticle 7-11.6.1 says the Department will make the necessary arrangements with utility owners for removal or adjustment of utilities where such removal or adjustment is determined by the Engineer to be essential to the performance of the required construction, provided normal construction procedures are used by the Contractor. Circumstances under which it will be considered essential to remove or adjust (or to otherwise protect) utilities include:*
 - a) *Utilities lying within the vertical and horizontal construction limits, plus the reasonably required working room necessary for operation of equipment normally used for the particular type of construction.*
 - b) *Utilities lying within the normal limits of excavation for underground drainage facilities or other structures. Such normal limits shall extend to side slopes along the angle of repose, as established by sound engineering practice.*

Subarticle 7-11.6 goes on further to say in the event that a temporary relocation of a utility or a particular sequence of timing in the relocation of a utility is necessary, such relocation shall be done only as directed by the Engineer, so as to cause the least impediment to the overall construction operations.

The construction of low-level beam bridges over water from a barge is a normal construction practice, and in fact was the methodology used in Phase I of the project and planned for use in Phase II, as evidenced by the equipment mobilized to the site and the approved project schedule. Given the conditions of contract referenced above, the only logical conclusion one can draw is the aerial portions of FWS' existing 14" water main were to be removed in the entirety, thereby permitting barge access to the McIlvane Bay bridge site during the second phase. Furthermore, those portions of FWS' submerged 12" water main were also to be removed from the areas to be excavated for rip rap. The removal of these lines was to be performed under the clear and grub item of the contract.

ACI's approved project schedule shows FWS' 24" water main was to be installed during a 60 day window during Phase I of the project. ACI's approved project schedule also shows all clear and grub on the project was to be completed in Phase I. FWS' failure to accomplish the installation of the new 24" water main within the time frame contained in the contract precluded removal of the existing 14" water main before beginning Phase II work. Gimrock was thus barred from using a barge to construct the Phase II portion of the McIlvane Bay Bridge.

Once Gimrock was denied the barge access, it had a right to reasonably expect, per Subarticle 7-11.6.1 of the Specifications, the Engineer should have directed FWS to install a temporary bypass (as had already been done in

DISPUTE REVIEW BOARD RECOMMENDATION

several other locations within the limits of the project) so as to enable removal of the over-water portion of the 14" water main and thereby minimize the overall impact to the project. **This temporary relocation did not happen, forcing Gimrock to resort to far more costly topdown methods in order to progress construction of the McIlvane Bay Bridge.**"

On June 09, 1999, GCI had written ACI (then Florida Rock & Sand Co., Inc.):

Subject: Access for Phase II Construction

Since our Mr. Patrick Jamieson visited the captioned jobsite with you prior to our engaging in a contract with FR&S to construct the bridges, we have been assured that the elevated water supply line adjacent to the existing bridges would be removed prior to Phase II construction. In fact, we received correspondence from you dated May 20, 1999, indicating that removal of that pipeline was imminent. Further, Mr. Jamieson, at that time, also pointed out the need to de-energize, protect, or relocate the electrical distribution lines west of the existing bridges.

Subsequently, during the course of a meeting with FR&S and FDOT on Thursday, June 3, 1999, we were informed that the pipeline would not be removed prior to Phase II construction. We were also told that all overhead utility wires in that same area are outside the FDOT right-of-way and, hence, beyond the control of the Department.

Because FP&L had previously informed us, verbally, that they apparently can't and won't take any action to de-energize, protect or relocate the electrical distribution lines adjacent to the work, we felt that we should at least investigate the potential feasibility of "Top-Down" construction of the Bay Bridge. A basic concept, along with calculation, was presented for your review on May 11, 1999. Late on June 8, 1999, your project manager, Mr. Jeff Rode, informed me that FDOT had rejected our "Top-Down" concept. I immediately responded with a letter to him, dated June 9, 1999, explaining and, hopefully, clarifying the concept once again.

At this point, the pipeline and, per our survey, the overhead communication wires will occupy the right-of-way west of the existing Bay Bridge, precluding use of a Barge-Mounted crane for Phase II construction as we had always planned, estimated and scheduled. The "Top-Down" concept has been rejected even before we could fully analyze the potential associated cost or schedule impact. These late developments will clearly affect the full commencement of Phase II construction and obviously its completion. Please inform us immediately should any of the aforementioned situations change, allowing us to proceed with planning our work and assessing the impacts on the project at that time.

On August 03, 1999, GCI had written ACI:

Subject: Claim for Extra Costs Associated with Top-down Bridge Construction

As you are aware, Gimrock planned to construct the Phase II portion of the McIlvane Bay Bridge with a barge-mounted crane. Such an approach necessitated the removal (by Florida Rock and Sand) of the existing aerial waterline running alongside the western edge of the bridge. This need was pointed out to you at our first onsite meeting, last October, at which time FR&S raised no objection. Accordingly, Gimrock based its price and schedule on barge-mounted construction of the bridge.

FR&S now refuses to remove the waterline prior to demolition of the existing bridge, your correspondence to the contrary notwithstanding (see letter dated May 20, 1999 and FR&S schedule update, dated April 7, 1999). This refusal by FR&S has mandated that Gimrock switch from barge-mounted construction methods to top-down construction methods. The net additional costs Gimrock will incur by constructing the bridge in this fashion are estimated to be \$269,735.83. These costs are for your account.

DISPUTE REVIEW BOARD RECOMMENDATION

In support of our claim, we have enclosed two schedules and a detailed breakdown of our additional costs. The two schedules mentioned above are:

- 1. The original bridge construction schedule, based on barge-mounted construction, entitled "Baseline Construction Schedule."*
- 2. A revised bridge construction schedule, based on top-down construction, entitled "Top-Down Construction Schedule."*

The Baseline Construction Schedule shows demolition of the McIlvane Bay Bridge was to be completed in its entirety before beginning construction of the substructure. Similarly, pile driving and substructure concrete work were shown to be continuous operations. Erection of the Type II beams and construction of the superstructure were also to be performed without interruption. The schedule shows that in Phase II the time required to construct the bridge is 129 calendar days.

The Top-Down Construction Schedule shows the work mentioned above must be constructed in stages, from a trestle, when using the top-down approach. Construction proceeds bent-by-bent and span-by-span, with attendant inefficiencies. To complete the work as expeditiously as possible, we must mobilize additional crews and equipment to construct End Bent 6 and Span 5 from land, simultaneous with top-down construction of the remainder of the bridge. Working on these two fronts, construction of the bridge is expected to take 156 calendar days (approximately 19 working days longer than originally scheduled).

Gimrock's additional costs to construct the bridge using top-down methods are \$205,642.03, as detailed below. Gimrock will incur additional costs of \$64,093.80 by extending the construction duration by 19 working days. Combining these amounts, the net amount of our claim becomes \$269,735.83.

...
Please indicate your acceptance of our claim for additional compensation by issuance of a change order adjusting the Subcontract price. Pending receipt of a signed change order and payment in settlement of this ongoing claim, Gimrock hereby reserves all of its contractual rights and remedies with respect to this matter.

CONTRACTOR'S POSITION

"We do not agree with Gimrock's position that removal of the utilities is an obligation under the contract. We do not agree with entitlement on this claim. Nowhere in the contract documents does it require it. We are obligated to present their claim by contract. Do not infer anything from that obligation."

DEPARTMENT'S POSITION

"GC's letter to AC dated August 3, 1999 advises that during an on-site meeting in October 1998 with AC, that GC intended to construct the Western half of the Bay Bridge by barge and that this construction method would require the removal of the aerial waterline. GC alleges that AC did not object therefore, GC priced its work accordingly.

Apparently from the content of this letter, GC and AC met on site as a prior to entering into a subcontract. I would point out that the subcontract between the two (2) parties was executed in December 1998. FDOT has no way of knowing what was discussed or what verbal agreements were made between the Contractors at this meeting. The letter of August 3, 1999 indicates this claim should be an issue between AC and GC and not FDOT. GC's closing paragraph requests a change order from AC adjusting the subcontract price for the work.

GC alleges that AC has now refused to remove the aerial waterline, thus increasing construction cost and filed this claim. AC submitted the GC letter of August 1999 as a claim against FDOT. AC's basis for submitting this claim to FDOT is based on Article 7-11.6 of the Standard Specifications. AC maintains that FDOT has a contractual responsibility to make arrangements for the relocation of this aerial utility line.

Article 7-11.6 requires the Department to make the necessary arrangements with utility owners for removal or adjustment of utilities where such removal or adjustment is determined by the Engineer to be essential to the performance of the required construction, provided normal construction procedures are used by the Contractor. FDOT considers the method used by GC in construction of the Western half of the Bay Bridge to be a normal construction method. Topdown construction is used frequently throughout the state. Relocation or adjustments requested only on the basis of the Contractor's proposed use of a particular method of construction or a particular type of equipment will not be considered as essential to the construction of the

DISPUTE REVIEW BOARD RECOMMENDATION

project if other commonly used methods and equipment could be used without the necessity of relocating or adjusting the utility. The two most popular methods of bridge construction, when replacing an existing structure, is to demo the existing bridge and proceed with land or barge construction, or if restrictions dictate, "Topdown" construction.

*Considering these two methods are most common industry wide, FDOT did not perceive that relocation of adjacent utilities was essential to performance of required construction. There was sufficient vertical and horizontal clearance for the contractor to perform construction using a Topdown method. All potential bidders, have the responsibility to review all the contract documents, identify restrictions and price their work accordingly. **If your preferred method of construction is restricted by lack of R/W, permit restrictions, utilities or any other obstruction that will not be removed or relocated, you have to choose an alternate approach.***

GC alleges that AC had sixty (60) days to put the new water line in service and remove the existing 24".

While the relocation schedule contained in the contract does show that the installation of the water line was to be completed in 60 days and a subsequent time extension was allowed by FWS, there is no mention as to the removal of the existing water line in any of the contract documents. As it is, the plans show the utility in question to be grouted and placed out of service. The utility relocation agreement does not mention its removal.

GC contends that the over water utility should be covered by Section 110 of the Standard Specifications, "Clearing and Grubbing".

A situation such as this is not covered under clearing and grubbing. Clearing and Grubbing is established for clearing of Department-owned R/W and only those facilities owned, inherited or acquired otherwise by FDOT. If the Clearing and Grubbing item was applicable (and it is not), the contract plans would have depicted the removal of the structure. As it is, the plans show the utility in question to be grouted and placed out of service. No mention is made in any of the contract documents as to the removal of this structure. Not in the plans nor in the relocation schedule. GC's assumption that this structure would be removed cannot be supported by any of the contract documents.

As a final note, the overhead waterline was not the only obstruction prohibiting access by barge. There is an overhead electrical line owned by FP&L just west of the FDOT R/W line. The protection and/or relocation of this line was discussed at several progress meetings. FPL eventually informed GC that the line would not support the extra weight of insulators necessary to protect the lines. FPL advised that relocation was possible, but there would be extra cost involved. Apparently this was dropped by the contractor and the Topdown method was eventually used. Considering relocation of FPL was not an option for the contractor and protection was not possible, it would seem that the waterline then becomes a non-issue. There is also an overhead telecommunications cable that was designated to remain that would have required relocation.

So the waterline was not the only obstruction, there were several restrictions. Before the waterline came into play the electric lines had to be protected or relocated, then the telecommunication cable would have to be relocated and then the water line removed. No provision was made for any of these relocation/relocations in the contract, therefore, it is FDOT's position that the normal method of Topdown construction is and was the viable option. Therefore, this claim submitted against FDOT has no merit. FDOT contract documents did not present the contractor with a non-constructible situation. The structure was completed using an industry standard approach to construction."

DISPUTE REVIEW BOARD RECOMMENDATION

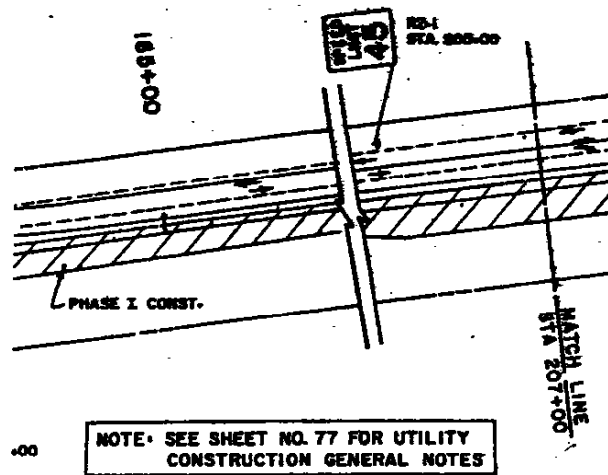
DRB FINDINGS



Florida Water Services, Inc.'s Utility Relocation Schedule submitted on 01/12/98, accepted by FDOT District Utilities on 01/14/98, contained in the Contract states that:

New 24" Raw Water Main Station 91+00 left to Station 262+00 left Offset varies approx. 10' to 68' Rt. from proposed West ROW.	Install new 24" PVC Raw water Line Approx. 17,100 L.F.	Completion of 20' level area.	I	60
Existing 14" and 12" AC Raw Water Main left Sta. 91+00 to Sta. 262+00 left 5-30' from existing EOP.	To be caped and grouted & lowered as necessary to allow storm drainage construction. (While still active)	After new 24" RW is completed & tested.	All	10 non- conse.

The FWS schedule for the installation of the 24" raw water line as represented in the Contract is acknowledged by all parties as unbuildable since it cannot be installed as indicated during Phase I of the project.

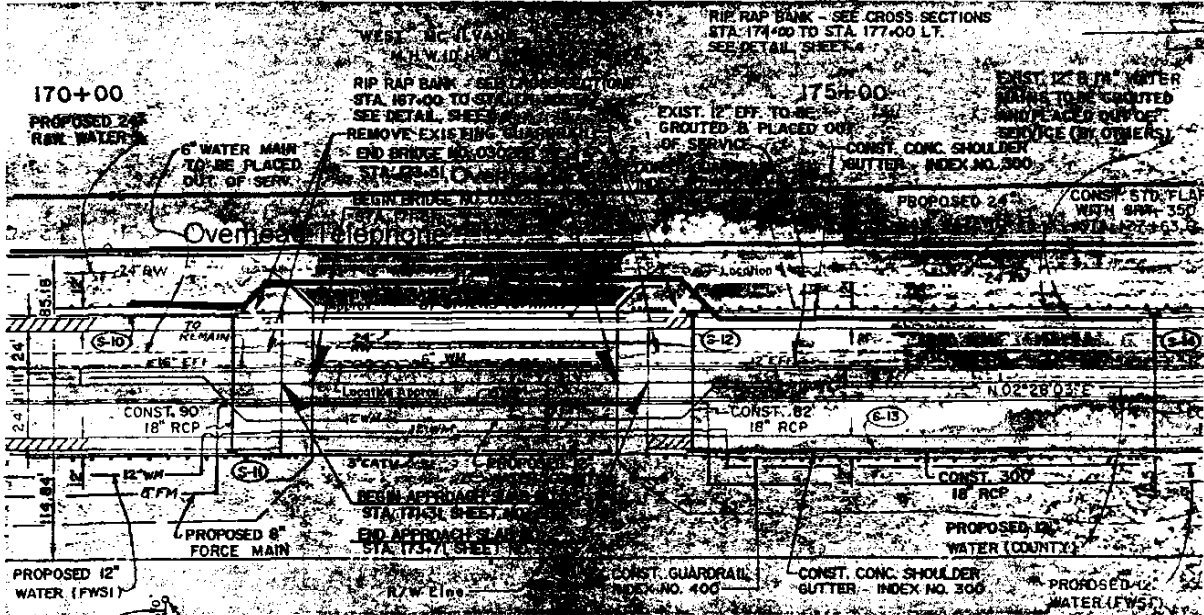
Sheet 76, Traffic Control Plan - Phase I of the Project Plans shows that traffic will be maintained on the existing bridge during Phase I:



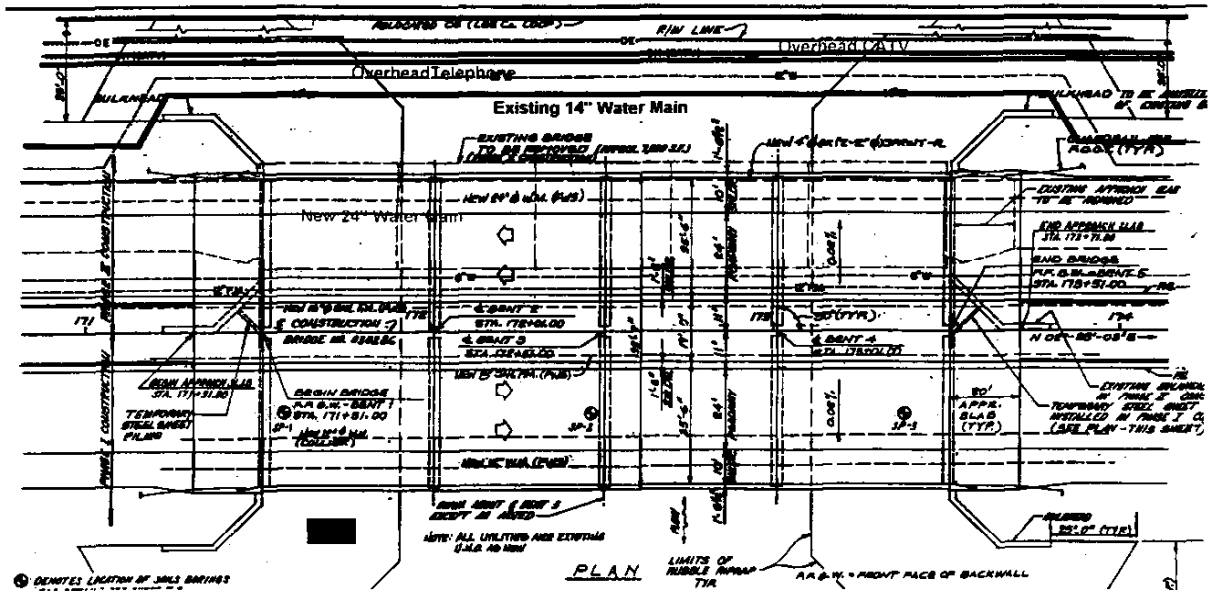
PHASE I
 MAINTAIN TWO-WAY TRAFFIC ON EXISTING ROAD
 WHILE CONSTRUCTING NEW PAVEMENT
 AND MEDIAN CURBS IN AREAS INDICATED BY: 
 CONSTRUCT TEMPORARY PAVEMENT: 

DISPUTE REVIEW BOARD RECOMMENDATION

The plan view shown on sheet 13 shows the location and disposition of various utilities, including FWS. The existing 12" & 14" water mains are to be grouted and placed out of service. The location of the proposed 24" raw water is within the footprint of the existing and proposed bridge.

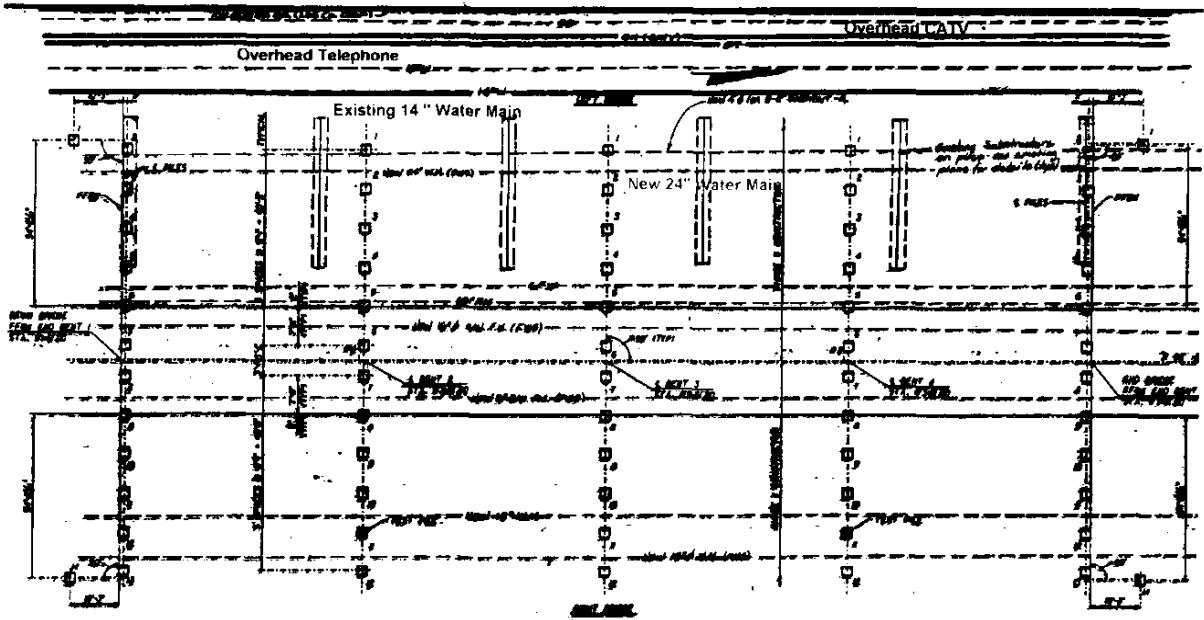


Sheet B-1 shows the utilities in question as they relate to the proposed bridge:



DISPUTE REVIEW BOARD RECOMMENDATION

Sheet B-4 shows the utilities in question as they relate to the existing and proposed piling:

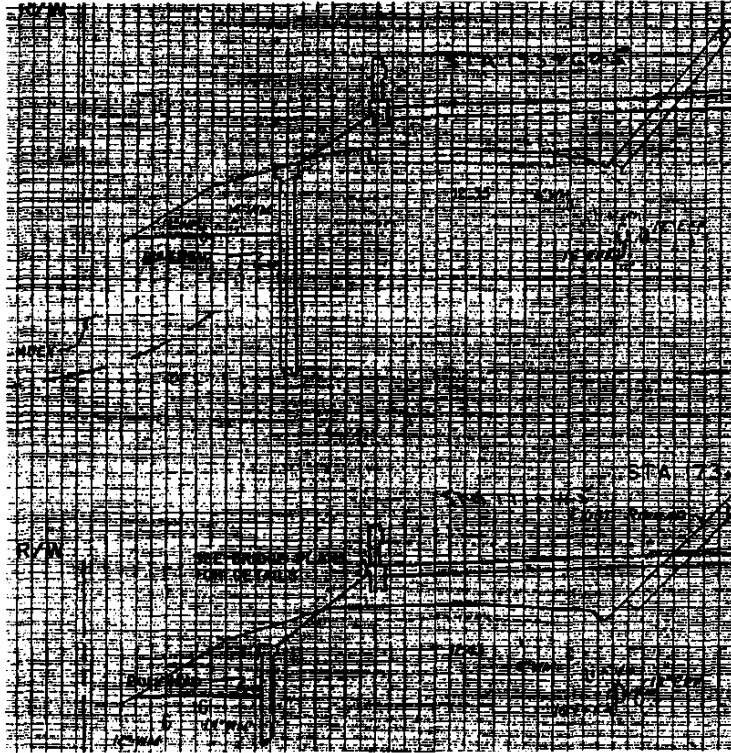


Sheet B-2 profile shows that the final profile grade will be above the existing (preconstruction) grade:

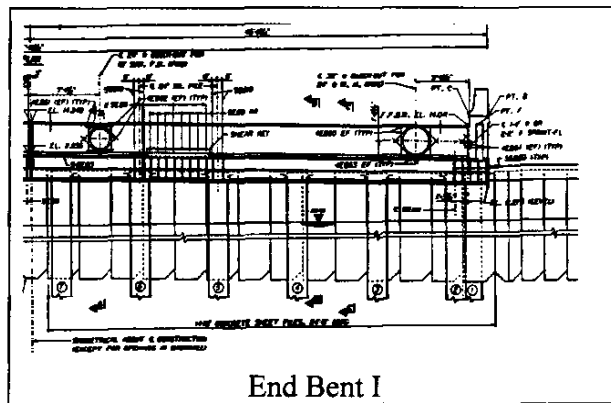


DISPUTE REVIEW BOARD RECOMMENDATION

Sheet 51 also shows that the final grade will be above the existing:

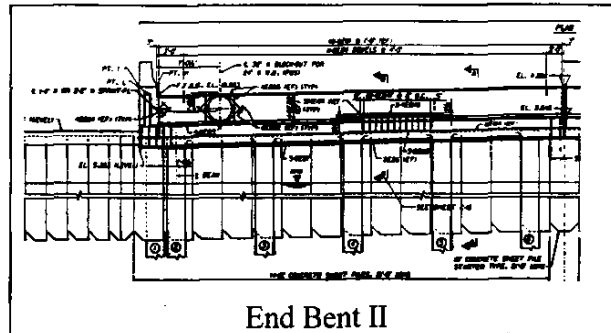


Sheet B-8 details the plan and elevation of End Bent I (South End Bent looking South) and details the block-out for the FWS's 24" waterline:

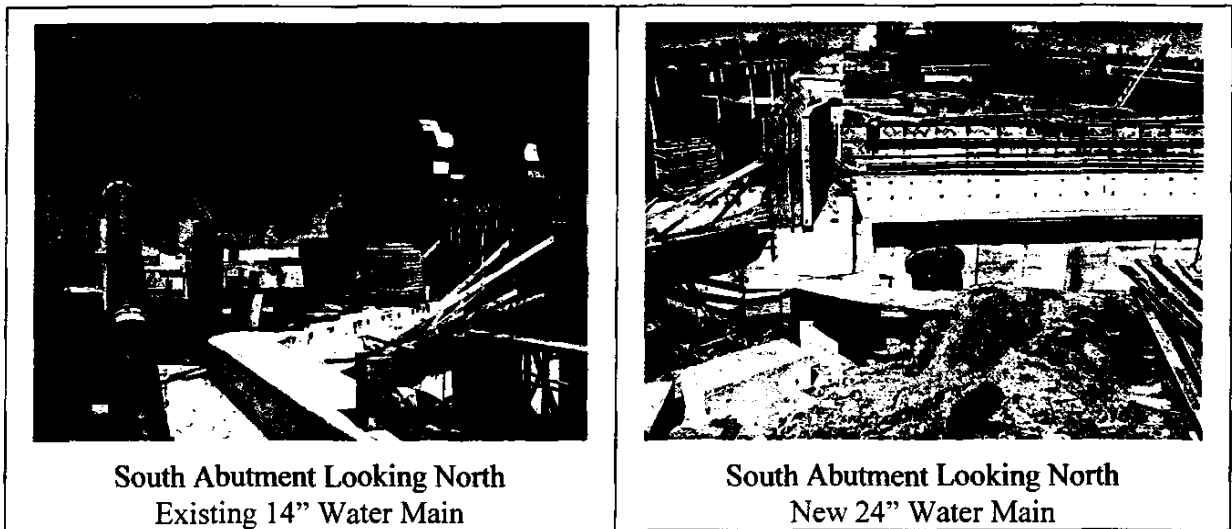


DISPUTE REVIEW BOARD RECOMMENDATION

Sheet C-8 details the plan and elevation of End Bent II (North End Bent looking North) and details the block-out for the FWS's 24" waterline:



Photos taken on the project by the DRB show the relative position of the FWS line in question.



South Abutment Looking North
Existing 14" Water Main

South Abutment Looking North
New 24" Water Main

GCI's argument that the removal of the 14" line falls within the scope of 110-1 Clearing & Grubbing is not applicable. However, since the 14" waterline was to be grouted and placed out of service it would be reasonable for a bidder to come to the conclusion that the existing aerial portion of this line could be removed for access to the site (albeit it might be at his expense). However, it would be incumbent upon the bidder to confirm this conclusion with the affected utility owner.

Even if the 14" aerial waterline had been removed, the Contractor would have had to contend with constructing the western portion of the bridge in a confined area restricted by the proposed 24" waterline and supports on one side and the overhead telephone, CATV and overhead electric on the other.

After the initial hearing in the subject issue, the Board on January 11, 2000, requested additional information from the parties. On January 13, 2000, the hearing was reconvened and both parties furnished the requested information. At that time, GCI demonstrated to the Board their proposed positioning/sequencing of the barge and crane during the demolition and construction of the western portion of the bridge.

DISPUTE REVIEW BOARD RECOMMENDATION

This sequencing involved positioning the 110 ft x 45 ft barge perpendicular to the bridge with the eastern most portion of the barge and the crane setting thereon within the footprint of the proposed bridge. The sequencing would then proceed to the North. **This would have been an impossibility since the 24" line (had it been somehow possible to install in Phase I as presented in the plans) and supports would have physically prevented the movement of the barge and placement of the crane as represented by GCI.**

DRB RECOMMENDATION

The Board, therefore, finds no entitlement to GCI's request for additional compensation from the Department.

The Board appreciates the cooperation by all parties involved and the information provided to make this recommendation. Please remember that failure to respond to the DRB and the other party concerning your acceptance or rejection of the DRB recommendation within 15 days will be considered acceptance of the recommendation.

I certify that I participated in all of the meetings of the DRB regarding the Dispute indicated above and concur with the findings and recommendations.

Respectfully Submitted,

Disputes Review Board

Rammy Cone, DRB Chairman
John Duke, DRB Member
Charles Sylvester, DRB Member

Signed for and with the concurrence of all members:

Rammy Cone, DRB Chairman

CC: Mr. Tom Tyner, FDOT
Mr. Steve Torcise, Atlantic Civil, Inc.

13915 N.W. 107th Avenue
Mialeah Gardens, FL 33016



(305) 820-9225
FAX (305) 820-8227

February 2, 2000

Atlantic Civil, Inc.
(f/k/a) Florida Rock & Sand Co., Inc.
9350 South Dixie Highway, #1250
Miami, FL 33156

Attn: Mr. John Hardy
Project Manager

Ref: SR 951 From Marco Island Bridge to South of New York Drive, Collier County, Florida
State Project Number: 03030-3509
WPI Number: 1114091
Financial Project Number: 195320-1-52-01

Subject: Dispute Review Board Recommendation - DRB Issue No. 2

Gentlemen:

We are in receipt of your fax transmittal of the DRB's decision denying Gimrock entitlement to additional compensation from the Department for the extra work associated with top-down construction of the Phase II portion of the McIlvane Bay Bridge. Be advised that Gimrock does not accept the Board's decision.

Gimrock feels that the Board did not properly address the following issues in arriving at its decision:

1. Both the Department and ACI have contended that there is no contractual obligation to remove FWS' 14" aerial water main under the Clear and Grub item of the contract. The Department stated that clearing and grubbing is established for the removal of only those facilities owned, inherited or acquired otherwise by FDOT, and that the contract plans would have depicted the removal of the structure if the clearing and grubbing item was applicable. The Board has sided with the Department and ACI in finding "GCI's argument that the removal of the 14" line falls within the scope of 110-1 Clearing and Grubbing is not applicable."

Gimrock can find no basis within the contract documents for the Board to conclude that removal of the aerial portion of FWS' 14" line is not included under Clearing and Grubbing. The specifications for Clearing and Grubbing require the removal of all structures and obstructions resting on or protruding through the surface of the existing ground and the surface of excavated areas, without making any distinction as to the ownership of the facilities to be removed. Furthermore, throughout the drawings, the utilities located within the FDOT right-of-way that are scheduled to remain are carefully noted as such; by default, those not scheduled to remain are removed under Clearing and Grubbing.

Section 7-11.6 of the specifications requires the removal or adjustment of utilities lying within the normal limits of excavation for underground drainage facilities or other structures. At each end of the Bay Bridge, the 12" and 14" lines belonging to FWS pass through areas which were to be excavated to permit the placement of rip rap. Obviously, FWS' pipes would have to be removed at each of the bridge



Atlantic Civil, Inc.
February 2, 2000
Page 2

to allow the excavation for rip rap to proceed. Given the contractual conditions and requirements presented above, it is clear that the 14" line was to be removed from McIlvane Bay, and the Board's finding that it would be incumbent upon a bidder to confirm the removal of the pipes with the utility owner is moot.

2. The Department has stated that overhead electric, telephone and CATV lines located to the west of FWS' 14" water line would also have prohibited barge access to the Phase II portion of the bridge. Gimrock disagrees with this statement. At the request of the Board, Gimrock presented its barge-based demolition and pile installation sequence for Phase II construction. This presentation clearly and unequivocally depicted a simple, unobstructed avenue within which Gimrock could have performed their as-bid barge-based activities. The Board did not find that the overhead lines would have blocked Gimrock's barge access as the Department has alleged, but instead concluded Gimrock's sequence would have been impossible to implement due to the presence of FWS' 24" water line (a line that the Board also concluded was impossible to install in Phase I as presented in the plans). The Board's conclusion is, therefore, illegal; if it is impossible to install the 24" water line, it is impossible for the 24" water line to block access for the barge.
3. FDOT published bid documents stating that FWS' 24" water main was to be installed throughout the project within a time period of 60 consecutive calendar days during Phase I of the project. The installation of FWS' 24" water main is being performed under separate contract. The FDOT plans and specifications do not show the means by which FWS was going to accomplish the installation of its 24" line in Phase I of the project; they merely say it will happen.

ACI, after being awarded both the FDOT contract for the road and bridge construction and the FWS contract for the 24" water main, submitted a schedule to the Department showing that FWS' 24" water main was to be installed, tested and chlorinated within the time constraints specified in the FDOT Utility Relocation Schedule. Per ACI's schedule, FWS' 24" water main could have been taken out of service after March 9, 1999, well before the end of Phase I. ACI's schedule was approved by the Department.

For reasons unknown to Gimrock, FWS granted ACI a time extension to November 15, 1999, for completion of the 24" water main. The Department voiced no objection to FWS, but rather tacitly approved the time extension. The Department did not issue a Supplemental Agreement authorizing this change in the Utility Relocation Schedule, as required by Specification.

Gimrock asked that a temporary by-pass be installed, so that the Phase II portion of the Bay Bridge could be constructed from a barge as Gimrock planned. At the DRB hearings, Mr. Ken Dunne of LBA acknowledged Gimrock's request and stated that a similar by-pass was installed earlier at the Bay Bridge at a cost of approximately \$25,000. Gimrock's initial estimate of the additional costs it would incur as a result of using top-down construction techniques was approximately \$270,000. Clearly, by not requiring that FWS install a by-pass, the Department did not meet its obligation to mitigate damages.



Atlantic Civil, Inc.
February 2, 2000
Page 3

4. At the DRB hearings on this claim, FDOT acknowledged that the Utility Relocation Schedule for the 24" line was misleading, and that the Department knew about this problem as early as the pre-bid peer review of the contract documents, but did not correct the relocation schedule either before bid or after award. The Department's failure to act significantly increased the cost of Gimrock's performance. Gimrock asked for relief in the form of a by-pass (the same form of relief that was used to correct several other utility conflicts on the project), but the Department did not instruct FWS to provide a by-pass even though it was in the Department's power to do so.

Gimrock's damages arising from this matter are significant, and in light of the foregoing, we ask the Board to re-examine their decision on this dispute.

Please forward this letter to the Board for their consideration.

Yours truly,

GIMROCK CONSTRUCTION, INC.

A handwritten signature in black ink, appearing to read "Patrick D. Jamieson", is written over a circular stamp. The signature extends to the right with a long, sweeping tail.

Patrick D. Jamieson
Vice President

ARC

CONSTRUCTION

3409 McKay Ave. Tampa, FL 33609

SERVICES, INC.

Phone 813-876-8084 Fax 813-870-9537 Email Raycandy@aol.com

February 16, 2000

**Mr. John Hardy
Atlantic Civil, Inc.
9350 South Dixie Highway
Suite 1250
Miami, FL. 33156**

**Mr. Kenneth Dunne
Louis Berger and Associates, Inc.
PO Box 770352
Naples, Fl. 34107**

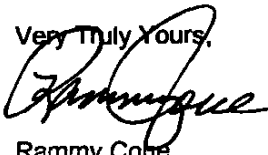
**Re: State Project No. 03030-3509
SR 951 from Marco Island Bridge to South of New York Drive, Collier County
Top Down Bridge Construction – Issue No. 2**

Gentlemen:

The Disputes Review Board is in receipt of Gimrock's Request for Reconsideration for the above issue dated February 2, 2000. This was received in my office via facsimile on February 3, 2000.

The Board has reviewed this request and finds that there is no new information presented. Based on these facts the Board stands by its original recommendation and elects not to reconsider the issue.

Very Truly Yours,



Rammy Cohe
Chairman

cc: John Duke
Charlie Sylvester
file