

DISPUTE REVIEW BOARD RECOMMENDATION

November 15, 2003

Mr. Joe L. Turner, President
Better Roads, Inc.
P.O. Box 9979
Naples, Florida 34101

Mr. Richard E. Hogue
Wilson Miller, Inc.
1777 Tamiami Trail, Suite 403
Port Charlotte, Florida 33948

RE: SR-78 from a point north of Dike Road to Okeechobee County Line.
F.P.ID 194008-1-52-01
Glades County

SUBJECT: **Claim for Additional Contract Time due to the following four (4) issues:**

- (1) Water Line conflict with Guardrail Installation**
- (2) Cross Drain metal culverts in conflict with Guardrail Installation (12 locations)**
- (3) Telephone Conflict with Guardrail Post Installation north side of Project two-and-one-half (2-1/2) miles at west end**
- (4) Fiber Optic Cable in conflict with Guardrail Posts Installation on south side of the Project**

Should entitlement be established in favor of BRI, the Dispute Review Board (DRB) was **NOT** to consider the **Quantum**. The DRB feels quantum should be negotiated between The Florida Department of Transportation (FDOT) and BRI. Should negotiations fail, if both parties agree, quantum may then be referred to the DRB.

Pertinent information and rebuttals relating to the parties positions were provided the DRB prior to the hearing held on November 3, 2003 at the FDOT District office in Bartow. Both parties provided testimony during the hearing.

CONTRACTOR'S POSITION

We request your assistance in obtaining a fair and equitable settlement in the matter of the FDOT withholding 60 days of liquidated damages on subject project. The project was completed after contract time had expired due to guardrail conflicts which were known prior to time expiration.

The contract time, adjusted for weather was to expire on January 30, 2003. However commencing on January 21, 2003 several delays and items of extra work became necessary due to oversights by the design engineer and utilities that had not been properly relocated out of the way of the new guardrail. (See our letter of March 17, 2003 for details). Also during the guardrail construction it was discovered that 137 wooden posts needed to be replaced as part of the reset guardrail item. A quote was sent to the CEI, Wilson Miller, on March 4, 2003 and a work order was issued on March 5, 2003 to perform this work. This item, including procurement took approximately 21 days to perform.

The primary delay and extra work was Item #2 of our letter of March 17, 2003. On January 23, 2003 while installing guardrail posts on the southbound or westerly lane it was discovered that no provision had been made for guardrail posts over large diameter (10-12') sectional plate pipe extensions. Normal driving procedures would have had guardrail posts driven into and through the pipe arch structures. We were instructed to skip twelve (12) locations where this situation existed until a design could be completed for pricing by us. On February 14, 2003 a sketch was provided to us with a request to provide pricing for this work. We contacted our guardrail sub, a concrete sub, priced our portion of the work and submitted our price on March 4, 2003 and stated therein that it would require forty nine (49) calendar days, from the date of the notice to proceed, to complete this work. A work order was signed on March 11, 2003 and work was completed on May 2, 2003. (See attached timeline). As per page two of the work order the time issue would be addressed later.

Another issue which also needs to be addressed is the rain, fog delays, and washout repairs to slopes. No time was ever granted after January 30, 2003 for any of these occurrences because the FDOT had started assessing liquidated damages without doing a time analysis for the extra work and delay issues. (See weather delays & repairs letter attached).

In conclusion we ask that the Board rule that the 60 days of liquidated damages be removed due to the factors outlined. Since time suspensions are no longer granted by the FDOT, regardless of when Better Roads finished the regular contract work, this project could not have been completed until May 2, 2003 due to this extra work and conflict issues. In our many years of doing business with the FDOT we have never seen time figured in this manner when extra work and delays were the controlling items in the final completion of the project.

Better Roads Inc. appreciates the Board's consideration and time in hearing this issue.

DEPARTMENT'S POSITION

Narrative

The Department evaluated each of the four delay issues individually to determine entitlement for an adjustment of contract time. The evaluation was made based on Sections 5-12 and 8-7 of the Specifications (see pages 14 through 26) as outlined in the contract documents.

The Contractor has not requested any monetary compensation for any of the four (4) delay issues.

Of the four (4) delay issues, only two, Issues 2 and 3 respectively, were found to have any validity. By letter dated June 4, 2003, the Department offered twenty-two (22) days for Issue 2 and ten (10) days for Issue 3 (see pages 27-29). This offer was not acceptable to Better Roads.

Even though Better Roads has not accepted this offer, the Department is willing to extend the allowable contract days by the total of thirty-two (32) days, eliminating all but sixty (60) days of the Liquidated Damages.

It is important to note that the Contractor virtually stopped working between September 9, 2002 and October 27, 2002 (see chart on pages 37-41), almost 7 weeks, while waiting for their Moore Haven Plant to be approved by the Department of Environmental Protection. Had Better Roads continued working during this period they would have, in all likely hood, completed the project during the allowable contract time. In addition, Better Roads would have been aware of the delays at an earlier date, allowing for earlier discovery and resolution of the Special Guardrail Post Issues.

Another very important note is the fact that Better Roads request asks for 104 days of time extension even though there is only one hundred-two (102) days between the start of the issues, January 21, 2003 (Contract Day 247) and Final Acceptance, May 2, 2003 (Contract Day 348).

The following discussion of each issue is offered to help the Board better understand the Department's position on each of the four (4) issues.

Issue No. 1:

Water Line Conflict with Guardrail Installation

- This issue began on January 21, 2003 (Contract Day 247), the day after initial guardrail layout began, when Alford Construction, Inc. drove a guardrail post through an 8" water main owned by the Okeechobee Utility Authority (OUA). This water main was identified in the OUA Utility Relocation Schedule (see pages 30-32). Guardrail work was immediately suspended at this location. However, Alford Construction mitigated the delay immediately by moving to another location on the project and continuing construction of guardrail. The final resolution to this conflict was resolved on February 18, 2003 (Contract Day 275) after the Department, Contractor, and OUA reached an agreement to install encased guardrail posts over the shallow water main in accordance with Standard Index 400. The extra cost associated with the encased posts was borne by OUA.
- During the investigation of the issue, OUA advised the Department that neither Better Roads nor Alford Construction called for locates of the water main prior to beginning work at that location. Neither Better Roads nor Alford Construction provided proof of a request for location of the water main by OUA to the Department. Had reasonable advance notice been given, OUA would have been afforded the opportunity to confirm the extent of the conflict and resolve it before the water main was damaged.
- Section A of the OUA Relocation Schedule (see pages 30) states, "During the project, UAO shall locate their facilities within 48 hours of notice to their Representative John Hayford or Landon C. Fortner, Jr. Telephone Number (863) 763-9460. The UAO's Field Representative is James Mullis, Telephone Number 1-863-467-1599."
- The special conditions/constraints located in Section B (see page 31) of the OUA Relocation Schedule states, "There appears to be a conflict with the existing 8" PVC water main and proposed guardrail post between Station 468+80 and 469+80 left. Adjustment of guardrail post may remove conflict – OUA will need to locate and verify in the field."
- Item 4 in the Disposition of Facilities located in Section C (see page 32) of the OUA Relocation Schedule states, "Locate 8" water main for guardrail post."
- The General Notes on Plan Sheet Number 6 (see page 33) states, "The locations of the utilities shown in the plans are based on limited investigation techniques and should be considered approximate only. The verified locations/elevations apply at the points shown. Interpolations between these points have not been verified."
- Section 7-11.6 Utilities (see pages 34-36) states, "Do not commence work at points where construction operations are adjacent to utility facilities or other property, until making arrangements with the utility facilities to protect against damage.....The Contractor is solely and directly responsible.....for all.....delays caused by the Contractor's operations."
- Section 8-7.3.2 requires the Contractor to take all reasonable measures to minimize the effect of utility work on job progress, including adequate advance notification to utility companies as to the dates to coordinate their operations with the Contractor's operations to avoid delays.

Summary of Issue No. 1:

The Contractor neglected his responsibility to coordinate with the Utilities to insure there are no unnecessary delays caused by his work. Impacts of delays caused by the Contractor should be borne by the Contractor. Therefore, based on all of the above, it is the Department's position that no time

extension be granted for this issue and the Dispute Review Board should rule that there is no entitlement and should uphold the Department's original denial.

Issue No. 2:

Cross Drain Metal Culverts in conflict with Guardrail Post Installation

This issue began on January 23, 2003 (Contract Day 249), the fourth day of guardrail construction. During construction of guardrail posts over Structure S-2, a corrugated metal arch pipe extension, insufficient soil cover was encountered preventing correct installation of driven guardrail posts. The Engineer of Record (EOR) was immediately contacted for assistance in resolving the conflict. A design for a concrete footer with special guardrail posts was received from the EOR on February 13, 2003 (Contract Day 270) and transmitted to Better Roads the following day. Upon review of the proposed design, Better Roads provided a price quote on March 4, 2003 (Contract Day 289). Minor modifications were recommended and a finalized design was approved on March 7, 2003 (Contract Day 292). Negotiations were finalized with Better Roads on March 11, 2003 (Contract Day 296) and a Field Supplemental was executed the same day for the extra work. Alford Construction began work on the concrete footers on March 17, 2003 (Contract Day 302). Footer construction took a total of five (5) working days, and was completed on April 3, (Contract Day 319). Alford Construction placed the order for special guardrail posts on March 18, 2003 (Contract Day 303). Special guardrail posts were delivered on schedule, late in the day on Friday, April 25, 2003 (Contract Day 341). Installation of the special guardrail posts began on Monday, April 28, 2003 (Contract Day 348). Installation of the special guardrail posts was the last item of work completed and upon completion the project was accepted.

- *Section 8-7.3.1 permits the Department the authority to grant an extension of Contract Time when it increases the Contract amount due to adding new work or providing for unforeseen work. The Department will base the consideration for granting an extension of Contract Time on the extent that the time normally required to complete the additional designated work delays the contract completion schedule.*
- *The Contractor began construction of his estimated sixty (60) days of regular guardrail construction with only ten (10) days of allowable contract time remaining. The regular guardrail construction was completed in forty-two (42) working days. Allowing for an estimated six weekends (12 days), the contractor's estimated time to complete guardrail was accurate.*
- *Slope construction ran concurrently with guardrail construction and slope construction was substantially completed on March 13, 2003 (Contract Day 298). Friction course paving began on March 18, 2003 (Contract Day 303) and concluded on April 10, 2003 (Contract Day 326), a 23-day duration. Work progressed on the guardrail construction with relative consistency with the exception of weekends (anticipated) and a three and one half week suspension during which paving of asphalt friction course became the controlling item. Regular guardrail construction was completed on April 23, 2003 (Contract Day 339). The contractor elected not to install guardrail during friction course paving.*
- *Regular work items consisting of slope construction, regular guardrail construction and friction course paving, along with incidental items of regular work progressed without delay during the resolution of this conflict issue.*
- *The only impact that resolution of this conflict had that is attributable to completion of the project is that which transpired after completion of all regular work. Therefore, the two days between the completion of regular work and delivery of the special posts, and the five (5) days required for installation of the special guardrail posts are the only days meeting the requirements of Special Provision 8-7.3.1. Two weekend days elapsed during this eligible period.*
- *The Department recognizes the Contractor, upon learning the scheduled delivery date of special guardrail posts, may have elected not to accelerate completion of minor items of work following the*

completion of friction course on April 10, 2003 (Contract Day 326). Had those minor items been completed on April 10, completion of all regular work would have been advanced an additional thirteen (13) days.

Summary of Issue No. 2:

Therefore, based on all of the above, it is the Department's recommendation to grant a total of nine (9) days for the impacts of this extra work on the completion of the project and thirteen (13) days for the period of reduced productivity following completion of the friction course for a total of twenty-two (22) days for this delay issue (see chart on pages 42-43). Thus, it is the Department's position that the Dispute Review Board should uphold the Department's original offer of a twenty-two (22) day time extension for this issue.

Issue No. 3:

Telephone Conflict with Guardrail Post Installation North side of Project Two and One-Half (2 ½) Miles at West End.

This issue began on Thursday, February 13, 2003 (Contract Day 270). A buried telephone cable was discovered to be in conflict with proposed guardrail posts between Stations 337+60 and 382+23 Lt of Centerline of Construction. Better Roads immediately brought the issue to our attention. Alford Construction suspended operations mid-afternoon. The conflicting buried telephone cable had been previously relocated by Sprint. The Utility Relocation Schedule indicated the cable varied from 7.5 meters to 8.5 meters left of centerline. The actual location was found to be 6.5 meters left on centerline, placing it in direct conflict with proposed guardrail posts. On February 14, 2003 (Contract Day 271), a written notice of intent to claim for this delay was received from Better Roads. Alford Construction did not work Friday, February 14 through Monday, February 17, 2003. They returned to work and completed the remaining portion of guardrail not in conflict with buried telephone on February 18 and 19, 2003 (Contract Days 275 and 276). Guardrail construction was again suspended until the conflict was resolved on February 25, 2003 (Contract Day 282).

- Supplemental Specification 1-12.2.2 requires the Contractor to submit a notice of intent to claim for delay within ten days of the commencement of the delay to a controlling item of work to be eligible for additional time. It further requires the Contractor to submit a written claim in accordance with Supplemental Specification 5-12.2.3 within 180 days of final acceptance of the project.
- Supplemental Specification 8-7.3.2 states the Department may allow extensions of time only for delays occurring during the Contract Time period or authorized extension of the Contract Time Period. This entire delay issue occurred after Contract Time had expired.
- During the life of this project, Alford Construction did not work weekends.
- At the time of this delay, guardrail and slope construction were essentially concurrent controlling items of work. Construction of guardrail at other locations on the project was not possible because the slopes were not complete at the proposed locations.
- Alford Construction returned to work for two (2) days to complete the balance of guardrail in areas ready for guardrail construction in an effort to mitigate the impact of this delay issue. Six (6) regular working days were lost to this delay. The delay period included two weekends.

Summary of Issue No. 3:

Therefore, based on all of the above, it is the Department's recommendation to grant a total of ten (10) days (see chart on pages 42-43) for a time extension. Had the guardrail work begun when scheduled,

One final point for the Board to consider is, had these delays not occurred, the Friction Course was completed on Contract Day 326. Given that information the Contractor would have still incurred Liquidated Damages for seventy (70) days (Allowable Contract Time (256 Days) – Contract Days used until Friction was complete (326)).

Had the Contractor continued to work diligently between September 9, 2002 and October 27, 2002 (49-days) while they were waiting for their Moore Haven Plant to be approved, they would have mitigated most of the Liquidated Damages assessed by the Department. Better Roads made a conscious decision to reduce production during the middle of the project and they should not expect the Department to compensate them for the repercussions of that decision.

The Department is confident our review of the submitted requests for a time extension was full and comprehensive. We believe our offer of a 32-day time extension is both fair and equitable to Better Roads and the Department.

FINAL SUMMARY

The Department finds no basis for this claim and therefore, recommends no additional time for this issue. Thus, it is the Department's position that the Dispute Review Board should uphold the Department's original denial of Better Roads request for a time extension.

Summary of Issue No. 4:

- No evidence of delay is noted in the Daily Report of Construction or other project documentation.
- Section 5-12.2.2 requires the Contractor to submit a notice of intent to claim for delay within ten days of the commencement of the delay to a controlling item of work to be eligible for additional time. No notice of intent to claim was provided.
- The only reference is to a potential conflict with Fiber Optic occurs in the project meeting minutes dated March 11, 2003 (Contract Day 296). The minutes state Sprint was to locate the lines and verify they were not in conflict or relocate them the day of the meeting (March 11).
- The Daily Report of Construction does not address this claim issue.
- Better Roads did not provide a written notice of intent to claim for this issue as required by the contract documents.
- Better Roads indicated in their letter dated March 17, 2003 of a conflict with a Sprint Fiber Optic line right of the Centerline of Construction that began on February 18, 2003 (Contract Day 275).

Fiber Optic Cable in Conflict with Guardrail Posts Installation on the Southside of the Project

Issue No. 4:

this conflict would have been discovered prior to the expiration of contract time and could have been mitigated by both the Department and Better Roads. In return for this offer of ten (10) days, the Department requests Better Roads withdraw their notice of intent to claim for this delay issue. In the event the Contractor refuses this offer, the Department requires Better Roads submit a delay claim in accordance with the specifications. Thus, it is the Department's position that the Dispute Review Board should uphold the Department's original offer of a ten (10) day time extension as full and final compensation for this issue.

Consequently, it is the Department's position that the Dispute Review Board should uphold the Department's original offer of a 32-day Time Extension as full and final settlement of all issues associated with the delays.

DEPARTMENT'S REBUTTAL

On Page 2 of the Contractor's Position Statement, paragraph one needs to be clarified. Issue's 1 & 2 were known prior to the allowable contract time expiring. Issues 3 & 4 were discovered after the allowable contract time had expired.

In paragraph two (2) on Page 2 the Contractor references 137 wooden guardrail posts, which needed to be replaced. It is important to note that Field Supplemental Agreement (FSA) Number 999-25-(01) (see Contractor's page 12) compensated the contractor for this work. This FSA clearly outlines the agreement is for full and final settlement of all monetary and time issues. This FSA was signed on the same day FSA Number 999-25-(02) (see Contractor's page 20), which acknowledged additional time was required for this issue. However, issues relating to time would be addressed separately. Therefore it is clear to the Department that time was not an issue with the work required under FSA Number 999-25-(01) at the time the FSA was executed. Thus, any issues regarding FSA Number 999-25-(01) should not be given any consideration by the Board as they do not pertain to the original request for a Dispute Review Board hearing.

Paragraph two (2) on page 3 of the Contractor's Position Statement states rain, fog delays, and washout repairs to slopes still needed to be addressed for the time from January 30, 2003 (last allowable contract day) through May 2, 2003 (the last chargeable day). The Department has done a complete review of all the Project Daily Diaries for the time frame referenced above. The following discussion is provided to better help the Board understand the Department's position on this issue.

- The Department agrees there were fog delays as outline on page 14 of the Contractor's submittal. However none of these days meet the Requirements of Section 8-7.3.2 of the Specifications (see FDOT Position Paper page 23). The Specification clearly states that at least 50% of the normal work day needs to be affected on predetermined controlling work items due to adverse weather conditions in order for that day to be considered a weather day. As the maximum amount of time outlined in the Contractor's submittal and the FDOT Project Daily Diaries is 3 hours, none of the days are compensable as they did not affect more than 50% of the normal work day.*
- As the Department offered a 32-day time extension, we focused on the timeframe starting on January 31, 2003 (contract day 257) and ending March 3, 2003 (contract day 288). We found there were no impacts to the work as outlined in Section 8, which would allow the Department to grant any additional time for weather impacts (a package of the FDOT Project Daily Diaries will be submitted to the Board for there use at the DRB Hearing).*
- The Project Daily Diaries do not depict any significant rainfall from January 31, 2003 through March 3, 2003, which would have created washouts on the project. There was documentation shown on Contract Day 262 stating there were showers from 0-2 hours on the project. However, the Contractor worked from 7:00 a.m. until 6:00 p.m. In addition, the last weather day granted was January 10, 2003 (Contract Day 236). Therefore, based on our review, the Contractor was compensated for weather days as allowed by the Specifications during the allowable contract time which includes the 32-day time extension offered by the Department. The washouts referenced by the Contractor obviously happened prior to January 11, 2003 or after March 3, 2003. Any washouts occurring after March 3, 2003 would not be compensable based on the Specifications as they occurred after the new allowable contract time expired.*

Finally, had the Contractor completed all other items of work prior to the last allowable contract day he would have been eligible for a time extension for all days required to acquire the materials and complete the installation of the guardrail. As the Contractor had not completed all regular items of work, contrary

to his statements made in his Conclusion, no time extension can be allowed during this timeframe he was completing the original pay item work outlined in the contract.

BOARD'S FINDINGS:

- The following is a summary of Engineer's Weekly Summary of Events, Observations and Remarks reports. These reports were presented to the Board during the hearing by BRI and allowed by FDOT. (The weather days were not acknowledged on the Summary because the last contract day was January 30, 2003).

<u>Week Ending</u>	<u>Weather Days This Week</u>	<u>Daily Report Weather Reported</u>	<u>Day of Week</u>	<u>REMARKS</u>
2-9-03	0	2-5-03 (showers/0-2 hrs)	Wednesday	
2-16-03	0	2-10-03 (light/0-2 hrs) (fog 10:00 start)	Monday	
2-23-03	0	2-23-03 (heavy/2-4 hrs) 2-21-03 (fog 9:00 start) 2-20-03 (fog 9:30 start) 2-19-03 (fog 8:30 start) 2-28-03 (fog 8:00 start)	Sunday Friday Thursday Wednesday Tuesday	
3-2-03	0	3-1-03 (fog 8:30 start) 2-26-03 (fog 8:30 start) 2-25-03 2-24-03 (0.5" rain, weekend)	Saturday Wednesday Tuesday Monday	Tele. Conflict Clear
3-9-03	0	---	week	---
3-16-03	0	---	week	---
3-23-03	0	3-23-03 (light/0-2 hrs) 3-22-03 (heavy/2-4 hrs) 3-18-03 (heavy/0-2 hrs) 3-17-03 (light/0-2 hrs)	Sunday Saturday Tuesday Monday	F.C.& Shoulder F.C. Notice of Washouts
3-30-03	0	3-30-03 (light, 0.5"/0-2 hrs) 3-29-03 (fog, 8:00 start) 3-27-03 (heavy/2-4 hrs) 3-24-03 (no report)	Sunday Saturday Thursday Monday	F.C. (late loads) Rain 12:20 p.m.
4-6-03	0	---	week	
4-12-03	0	---	week	
4-20-03	0	4-15-03 (rain started 3:00-3:30)	Tuesday	Rain not checked but noted
4-27-03	0	4-27-03 (1.25" weekend rain) 4-26-03 (heavy/2-4 hrs)	Sunday Saturday	
5-4-03	0	5-2-03 (no weather report)	Friday	

5-1-03 (heavy/0-2 hrs)
4-30-03 (light/0-2 hrs)

Thursday 0.5"
Wednesday

- By accepting Field Supplement Agreements No. 999-25-(01), March 11, 2003, to replace 137 existing guardrail posts and Field S.A. No. 999-25-(02) March 11, 2003, to saw cut the existing misc. asphalt, excavate, form, place reinforcing steel, pour a FDOT approved Class II Structural Concrete to construct approximately 105m of a stable footing to attach special guardrail post over the extended CMP's. "the Department and the Contractor agree that the Contract Time adjustment and sum agreed to in this document constitute a full and complete settlement of the matters set forth herein, including all direct and indirect cost for equipment, manpower, materials, overhead, profit and delay relating to the issues set forth in this document".
- Notice of Intent to File Claim, dated February 14, 2003, sent to Department for Guardrail Conflict with 8" waterline.
- Notice of Intent to File Claim, dated February 14, 2003, sent to Department for Guardrail conflict with telephone cable.
- The Contractor reduced work efforts from September 9, 2002 through October 27, 2002, almost 7 weeks, while waiting on the Department of Environmental Protection to approve their Moore Haven Asphalt Plant. Evidence was not presented requesting a time extension or suspension for this delay.
- No evidence was presented demonstrating BRI complied with paragraph 5-12.2. Notice of Claim, for 2 of the 4 issues. The 2 not noticed were the special guardrail post at the CMP's and the guardrail post conflict with a Fiber Optic Cable.
- The project was designed in a narrow right-of-way requiring very steep front slopes because the roadway was originally constructed on an earthen retaining dike. The Contractor experienced major construction difficulties in maintaining erosion control given the narrow right-of-way and soil types used on this project.
- Paragraph 7-11.6.1 Arrangement for Protection or Adjustment (utilities): (In Part) "The Department will make the necessary arrangements with utility owners for removal or adjustment of utilities where the Engineer determines that such removal or adjustment is essential to the performance of the required construction."
- The Department acknowledges Entitlement to Contract Time Extensions for two (2) of the four (4) issues offering thirty-two (32) days. Twenty-two (22) days for guardrail post conflicts with the extended CMP's and ten (10) days for guardrail post conflicts with a telephone cable.
- The Contract plans indicate front slopes as being either 2:1 or 3:1 from the back of guardrail to the existing grade, however the actual slopes were determined to be 1:1 or less.

BOARD RECOMMENDATION:

Based on the materials submitted to the Board and Presentations to the Board at the DRB Hearing, the Board recommends that the Contractor is **ENTITLED** to the time established by the Department. However, given the difficulty of constructing the steep slopes in the limited Right-of-Way and the amount of damage inflicted on these slopes with every rain, the Board suggest the Department reevaluate the amount of time assigned each delay resulting from utility conflicts, design errors and recovery time for repairs to the slopes. Some of the exculpatory language in the Field Change Orders should be waived in a partnering effort to resolve the four (4) outstanding issues. To partner normally suggest both parties conceding to somewhere around mid-point. **Therefore the Board suggests the Department consider adding thirty (30) days to the thirty two (32) days offered.**

The Board sincerely appreciates the cooperation of all parties and the information presented for its review in making this recommendation.

Please remember that a response to the DRB and the other party of your acceptance or rejection of this recommendation is required within 15 days. Failure to respond constitutes acceptance of this recommendation.

I certify that I have participated in all of the meetings of this DRB regarding this issue and concur with the findings and recommendations.

Respectfully Submitted,

Dispute Review Board:
E.K. Richardson, Chairman
John B. Coxwell, Member
John W. Nutbrown, Member

SIGNED FOR AND WITH THE CONCURRENCE OF ALL MEMBERS:



E.K. Richardson, DRB Chairman

cc: Sharon Hedrick, FDOT
George B. Escojido
Gordon Ellery, Sr.
John B. Coxwell
John W. Nutbrown