

October 10, 1997

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RE: State Job No. 58002-3449
W.P.I. No. 314-8543
Contract # E3720
Santa Rosa County
I-10 Bridge Replacement Over Blackwater Bay
Disputes Review Board

Subject: Disputes Review Board
Finding of Fact Pertaining to Add/Deduct Issues.
Issue # 2 - Pile lengths
Issue # 3 - Preformed Pile Holes
Issue # 4 - Bridge Jacking

On September 30, 1997 and October 1, 1997, at the request of the Contractor, Traylor Bros., Inc. (Traylor), and the Florida Department of Transportation (FDOT), the Disputes Review Board (DRB) held a hearing to consider the dispute over altered quantities of the above items.

Written documentation was furnished to the Board by each of the parties. This documentation included:

Traylor's submittal of its position transmitted September 22, 1997 entitled ADD/DEDUCT ISSUES.

Post, Buckley, Schuh & Jernigan, Inc.'s (PBS&J) submittal transmitted September 18 1997, entitled Altered Quantities outlining and supporting the FDOT's position.

Plans and specifications had been previously provided to members of the Board.

Oral presentations were made to the Board by both parties at the hearing.

ISSUE 2 - Pile Length Payment:

The Contractor does not agree with the Department's method for determining the pay quantities for furnished pile lengths utilizing the reference line method. Traylor requests that payment for furnish pile lengths be per the authorized length as recommended by the Geotechnical Engineer.

The FDOT believes "that the Department's calculations for piling is more than fair based on the contract." The compensation adjustment for altered quantities for piling was included in the contract to reduce risk for all bidders. The contract clearly directs amounts to be included in the lump sum bids and clearly defines the compensation adjustments due for altered quantities. The contract defines the baseline for additions and deductions in compensation.

the contract to reduce risk for all bidders. The contract clearly directs amounts to be included

The Contractor supported his position with the following:

"Section 52-A, page 28 of the Contract's Special Provision provides the language for adjustments in quantity to the anticipate pile lengths established at the time of bid. The contract provides a pile capacity/elevation table. on page B-6, which is used to establish a reference line used in the original estimating and future adjustment process of pile lengths, if required. The capacities in the chart were determined by the FDOT SPT 94 computer program.

The intent of this Special Provision was to eliminate risk from the contractor due to unknown geotechnical conditions and to establish a means to make adjustments in pile lengths regardless of which type structure was proposed – piers or bents. However, Traylor contends the reference line method for adjustments provided did not take the risk away from the contractor and therefore this Special Provision does not serve its intended purpose.

Based on the results of our contract required PDA test pile program it was shown that the reference line chart was too conservative for actual conditions. PDA testing showed a much deeper depth for pile capacity than the chart. as noted in the final geotechnical reports. Therefore, piles were required to be furnished longer and driven deeper to achieve the required capacity.

...

In summary Traylor requests compensation for the authorized pile lengths, as is standard FDOT practice. As shown in the attached analysis, Traylor is requesting 8835.3 LF of furnished piles to be paid, at the contract price of \$35.00/LF, for a total of \$309,237."

The FDOT supported its position with the following:

"Compensation for altered pile quantities is based on the relationship of the actual pile tip elevations to a reference line established by the contract.

Compensation for piling with tips above the reference line are paid for as piling furnished from the actual pile tip to the reference line.

Compensation for piling with tips below the reference line is paid for as furnished and driven between the reference line and the actual pile tip elevation.

The contractor is responsible for determining the number and length of piles.

The contract does not provide payment for pile lengths between cutoff elevation and the furnished pile top elevation. The contract only allows payment for altered piling quantities based on the relationship of the pile tip to the reference line established in the contract."

CONCLUSION:

As to Issue 2 - Pile Length Payment:

The Disputes Review Board finds that:

In order to receive the most competitive responsive bids on the project, the **Department sought to limit the risk** the Contractor was being asked to assume regarding bridge piling - **not entirely eliminate any risk**. **The establishment of the reference line did serve to reduce the risk** the Contractor was asked to assume. There is no dispute as to the establishment of the reference line as defined in the contract. The **Department's current method of calculating pile lengths is a liberal interpretation of the contract language.**

The DRB, therefore, finds in favor of the Department on this issue.

The DRB, therefore, finds in favor of the Department on this issue.

ISSUE 3 - Preformed Pile Hole Payment:

The Contractor does not agree with the Department's position that a deduction of \$61,000 should be made to the contract for not performing the anticipated number of preformed pile holes.

The FDOT stated: The compensation adjustment for altered quantities for Preformed pile holes was included in the contract to reduce risk for all bidders. The contract clearly directs amounts to be included in the lump sum bids and clearly defines the compensation adjustments due for altered quantities. There were no preformed pile holes performed. The contract defines the baseline for additions and deductions in compensation.

The Contractor supported his position with the following:

"The contract (Section 52-B, page 28 of the Special Provisions) says an adjustment will be made is(if) a significant change occurs to the anticipated number of performed pile holes. 'Significant change' is defined in the FDOT Standards, Section 4-3.2.1.

It is our position that a 'significant change' has not occurred. Per the Standards a 'significant change' occurs when:

- a) *the character of the work differs.*
- b) *when a major item of work is increased/decreased.*

Regarding the above:

- a) *the character of the work has not changed.*
- b) *Per the Standards a major item of work is 'any item of work having an original contract value in excess of 5% of the original contract amount.' The following calculation shows that the contract amount is indeed less than 5%.*

...2.01%¹; less than 5%

Therefore, since the 'significant change' criteria is not met the deductions as proposed by the FDOT is invalid."

The FDOT supported its position with the following:

- *"The contract required all bidders to include an amount in their lump sum bid to compensate for 25% of their proposed pilings.*
- *The preliminary Geotech Report states that preformed pile holes are not anticipated.*
- *There are no preformed pile holes on the Blackwater project.*
- *The contract requires a total deduction for this item"*

CONCLUSION:

As to Issue 3 – Preformed Pile Hole Payment:

The Disputes Review Board finds that:

The language contained on page 28 of the Special Provisions which states:

"The unit price below shall be the basis of the increase or decrease in payment because of a significant change in preformed pile hole quantity. The Contractor shall base his overall lump sum price with a quantity of 25% of the total number of piling used. If a significant change occurs according to 4-3.2.1, then an adjustment will be made."

is unclear as to whether:

¹ It appears that there is a decimal point error in Traylor's presentation as this is actually 0.201%.

The Contractor was to include in his lump sum price 25% of the number of pile at a unit price of \$500.00. In this case 25% of 490 piling equals 122.5 x \$500.00 ea. = \$61,250.00.

or was:

The Contractor to price 25% (122.5) of the number of pile at whatever price he considered appropriate?

If the former were true and the Contractor believed that there would be no preformed pile holes, he would be inflating his bid price, thereby putting him at a disadvantage at bid time. If the latter were true the Contractor was free to assign whatever price or to assume whatever risk he deemed appropriate to overruns or under runs in this item. In fact, in this dispute the Department points out that:

- *The preliminary Geotech Report² states that preformed pile holes are not anticipated.*

In retrospect, it would have removed all ambiguity by including on the Bid Proposal sheet a line item for Preformed Pile Holes with a unit price of \$500.00 and have the Contractor fill in the quantity. This also would have precluded any inadvertent interim overpayment to the Contractor.

The Department testified at the hearing that it was the **intent of the contract to “in effect” define Preformed Pile Holes as a major Item of Work** so that over-runs and under-runs would be subject to Article 4-3.2.1 – Significant Changes in the Character of the Work.

The DRB finds that there is adequate additional language in the contract i.e.:

9-1 Measurement of Quantities.

The following general statements shall apply to quantities and their measurement with respect to payments and determination of work completed on design/build projects.

The pricing and payment format of this Contract is intended to be lump sum. To the greatest extent possible, the Contractor will be compensated for the percentage of the applicable firm lump sum price, less retention for the work completed as detailed in Subarticle 9-6.1. The percentage shall be that portion of the work completed as compared to the total amount of work contracted.

Unit prices and the measurement of quantity units associated therewith shall be utilized only on items that require payment in accordance therewith, if any, as set forth in the contract documents or any supplemental agreement(s). The only item of work being considered under a unit price basis, for adjustment purposes only, is bridge piling, preformed pile holes and bridge jacking.

for a prudent Contractor to be alerted that Preformed Pile Holes payment would be adjusted for actual quantities performed.

The DRB does find that in accordance with:

4-3.2 Increase or Decrease in Quantities:

4-3.2.1 Significant Changes in the Character of Work: ...

If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made

² This report is dated August, 1996.

prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made

either for or against the Contractor in such amount as the Engineer may determine to be fair and equitable.

If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

The term "**significant change**" shall be construed to apply only to the following circumstances:

(A) *When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction or*

(B) *When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed ...*

and

B. PREFORMED PILE HOLES.

The unit price below shall be the basis of the increase or decrease in payment because of a significant change in preformed pile hole quantity. The Contractor shall base his overall lump sum price with a quantity of 25% of the total number of piling used. If a significant change occurs according to 4-3.2.1, then an adjustment will be made.

<i>PREFORMED PILE HOLE (EACH)</i>
<i>FOR ALL TYPE PILES = \$500.00</i>

the contract does define the baseline for additions and deductions in compensation. That baseline is established at contract quantity of 122.5 holes. The Contractor's **decrease in payment @ \$500.00 each is limited to 25% of 122.5 holes = 30.625 holes @ \$500.00 = \$ 15,312.50.** The **remaining deduction** for 91.875 holes would be **subject to a fair and equitable adjustment.**

ISSUE 4 - Bridge Jacking Payment:

The Contractor does not agree with the Department's position that a deduction of \$328,000 should be made to the contract based on the ambiguity of the contract language and does not recognize the expense Traylor incurred in utilizing methods to install the new bridge piling without damage to the existing bridges.

The FDOT stated: The compensation adjustment for altered quantities for bridge jacking was included in the contract to reduce risk for all bidders. The contract clearly directs amounts to be included in the lump sum bids and clearly defines the compensation adjustments due for altered quantities. There was no bridge jacking performed. The contract defines the baseline for additions and deductions in compensation.

The Contractor supported his position with the following:

"A. AMBIGUITY OF THE CONTRACT LANGUAGE

Bridge Jacking is discussed in Section 52-C, page 29, of the Contract's Special Provisions. The phrase 'additional maintenance' is included in both the first and last sentence of this section. Our interpretation of this phrase is that the contractor would be compensated if, and only if, he is required to jack the bridge beyond the anticipated 2 cycles of leveling. If so, the adjusted amount would be at the unit price of \$2,000.00 ea. per pier/bent. The language does not imply a deduct to the contract for not performing the work. Emphasis is on 'additional maintenance.'

The language is not specific as to the amount of money the contractor 'shall include in his lump sum bid' for bridge jacking. It does not specify the \$328,000 as positioned by the Department (82 piers/bents x \$2000 = \$264,000 x 02 cycles = \$328,000.) Traylor did include in our bid \$46,577 for labor, materials and equipment to jack the existing
The language is not specific as to the amount of money the contractor 'shall include in

bridges if the need arose. However due to the success of piledriving operations we were not required to do so

B. COST INCURRED BY TRAYLOR

*Per the documentation supplied at the time of bid, it was understood that protection of the existing structures was a major concern. The impact from pile driving operations to the existing bridges was estimated to have the potential of 6-inches of settlement (see Schmertman and Crapps Bridge Settlement report). **With this concern Traylor developed equipment to jet deeper and more efficiently which minimized the impact to the existing bridges.** Also, an extensive monitoring/survey program was established to monitor the bridges for vibrations and settlement, both which could severely damage the structure.*

As such Traylor incurred significant cost. Enclosed is our cost estimate of \$353,677. We believe the expense of our program is an expenditure as worthy as bridge jacking."

The FDOT supported its position with the following:

- *"The contract required all bidders to include an amount in their lump sum bid to compensate for jacking all piers and bents on the existing bridges.*
- *There was no jacking of the existing bridges.*
- *The contract requires a total deduction for this item."*

CONCLUSION:

As to Issue 4 – Bridge Jacking Payment:

The Disputes Review Board finds that:

The language contained on page 29 of the Special Provisions which states:

"The unit price below shall be the basis of the increased or decrease in payment due to additional maintenance of the existing bridges. The Contractor shall include in his overall lump sum price, 2 cycles of leveling for each existing bridge (all piers/bents). (See Section 14 of the Criteria for Contractor Prepared Design). If additional maintenance is required in excess of the 2 cycles, then the additional unit price per pier or bent will be paid."

is unclear as to whether:

The Contractor was to include in his lump sum price 2 x of the number of piers/bents at a unit price of \$2,000.00. In this case 2 x 82 piers/bents x \$2,000 equals \$328,000.

Or was:

The Contractor to price jacking 82 piers/bents at whatever price he considered appropriate?

If the former were true and the Contractor believed that there would be no bridge jacking, he would be inflating his bid price, thereby putting him at a disadvantage at bid time. If the latter were true the Contractor was free to assign whatever price or to assume whatever risk he deemed appropriate to overruns or under runs in this item.

In retrospect, it would have removed all ambiguity by including on the Bid Proposal sheet a line item for Bridge Jacking with a quantity of 164 and unit price of \$2,000.00. This also would have precluded any inadvertent interim overpayment to the Contractor.

There is no language in the contract that states **Bridge Jacking would be subject to Article 4-3.2.1 - Significant Changes in the Character of the Work**, nor does it appear that Bridge Jacking meets the criteria to be a Major Item of Work. The Department stated

Article 4-3.2.1 - Significant Changes in the Character of the Work, nor does it appear

at the hearing that it was known by all parties that **Bridge Jacking would be a major Item of Work** so that over-runs and under-runs would be subject to Article 4-3.2.1.

The DRB finds that there is adequate additional language in the contract i.e.:

9-2 Measurement of Quantities.

The following general statements shall apply to quantities and their measurement with respect to payments and determination of work completed on design/build projects.

The pricing and payment format of this Contract is intended to be lump sum. To the greatest extent possible, the Contractor will be compensated for the percentage of the applicable firm lump sum price, less retention for the work completed as detailed in Subarticle 9-6.1. The percentage shall be that portion of the work completed as compared to the total amount of work contracted.

*Unit prices and the measurement of quantity units associated therewith shall be utilized only on items that require payment in accordance therewith, if any, as set forth in the contract documents or any supplemental agreement(s). **The only item of work being considered under a unit price basis, for adjustment purposes only, is bridge piling, preformed pile holes and bridge jacking.***

for a prudent Contractor to be alerted that Bridge Jacking payment would be adjusted for actual quantities performed.

The DRB does find that in accordance with:

4-3.2 Increase or Decrease in Quantities:

4-3.2.1 Significant Changes in the Character of Work: ...

If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Engineer may determine to be fair and equitable.

If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

The term "significant change" shall be construed to apply only to the following circumstances:

(A) *When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction or*

(B) *When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed. ...*

and

C. BRIDGE JACKING

The unit price below shall be the basis of the increased or decrease in payment due to additional maintenance of the existing bridges. The Contractor shall include in his overall lump sum price, 2. cycles of leveling for each existing bridge (all piers/bents). (See Section 14 of the Criteria for Contractor Prepared Design). If additional maintenance is required in excess of the 2 cycles, then the additional unit price per pier or bent will be paid.

PER LOCATION
PIER OR BENT = \$2,000.00

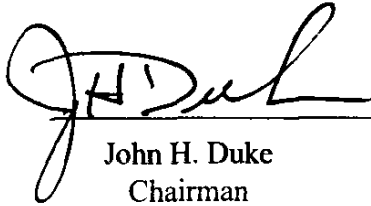
the contract does define the baseline for additions and deductions in compensation. That baseline is established at contract quantity of 164 pier/bent jackings. Based on the Department's representation that prior to bid it was understood by all parties that Bridge the contract does define the baseline for additions and deductions in compensation.

DISPUTE REVIEW BOARD DECISION

Jacking was considered a major item of work, that baseline is subject the provisions of Article 4-3.2.1.³ The Contractor's increase or decrease in payment @ \$2,000.00 each is limited to +/-25% of 164 piers/bents = 41 Jackings @ \$2,000.00 = \$ 82,000. The remaining addition/deduction would be subject to a fair and equitable adjustment.

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.

Blackwater River Bridge Replacement - Disputes Review Board



John H. Duke
Chairman

L. G. Wilkinson, Jr.
Member

Jim D. Vest
Member

CC: Phenix Palmer
Don Davis
Julian McCreary

FILE: DISPUTE 2,3,4 DRB.DOC

³ Indeed, without this representation, the DRB would have to rule that the proper deduction would be in accordance with 2-3 - Interpretation of Quantities and 9-3 - Compensation for Altered Quantities

“ATTACHMENT 1”

THE APPLICABLE CONTRACT AND SPECIFICATION REFERENCES ARE LISTED BELOW:

Attachment “A” - PROJECT CONCEPT AND SCOPE OF WORK

SPECIFICATIONS AND CHANGES THERETO:

2-2 Proposal Forms.

...The proposal form will state the location and description of the work to be done and will show the estimate of the various quantities, the kinds of work to be performed and the time in which the work must be completed; also, the amount of proposal guaranty, and the date, time and place of the opening of the proposals. ...

2-3 Interpretation of Estimated Quantities.

For those items which are to be constructed within authorized plan limits or dimensions, the quantities shown in the plans and in the proposal form are given as the basis of bid and also for final payment as limited by the provisions for the individual items. For those items having variable final pay quantities which are dependent on actual field conditions, use and measurement, the quantities shown in the plans and in the proposal form are approximate and are given only as a basis of calculation upon which the award of the contract is to be made. Where items are listed for payment as lump sum units and the plans show estimates of component quantities, the Department's responsibility for the accuracy of those quantities is limited to the provisions of 9-3.3. Where items are listed for payment as lump sum units and the plans do not show estimates of component quantities, the contractor shall be solely responsible for his own estimates of such quantities.

The Department does not assume any responsibility that the final quantities will remain in accordance with estimated quantities, nor shall the contractor claim misunderstanding or deception because of such estimate of quantities. The estimated quantities of work to be done or materials to be furnished may be increased, decreased, or omitted as hereinafter provided.

2-4 Examination of Plans, Specifications, Special Provisions and Site of Work

The bidder is expected to examine carefully the site of the proposed work, and the proposal, plans, specifications and contract forms for the work contemplated, before submitting a proposal. Such shall also include investigation as to the condition to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished and as to the requirements of all contract documents.

Details pertaining to boring, as shown on the plans, are not guaranteed to be more than a general indication of the materials likely to be found adjacent to holes bored at the site of the work, approximately at the locations indicated. The Contractor shall examine boring data, where available, and make his own interpretation of the subsoil investigations and other preliminary data, and shall base his bid on his own opinion of the conditions likely to be encountered.

The bidder's submission of a proposal shall be considered prima facie evidence that he has made examination as described in this Article.

has made examination as described in this Article.

18. ALTERATION OF PLANS OR OF CHARACTER OR WORK.

SUBARTICLE 4-3.1 (Page 15) is deleted and the following substituted:

~~4-3.1 General: Alterations provided for herein shall not be considered as a waiver of any conditions of the contract or the bond, nor to invalidate any of the provisions thereof. (Modified as below)~~

4-3.1 Alteration of Plans or Character of Work: **The Engineer or Contractor's Engineer shall have the right to make alterations in the plans or character of work as may be considered necessary or desirable during the progress of the work for satisfactory completion of the proposed construction, provided no alterations shall be made which will result in a substantial change in the general plan or character of the work.** Alterations provided for herein shall not be considered as a waiver of any conditions of the Contract or the bond, nor shall they invalidate any of the provision hereof.

4-3.2 Increase or Decrease in Quantities:⁴

~~4-3.2.1 Significant Changes in the Character of Work: The Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered.~~

~~If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Engineer may determine to be fair and equitable.~~

~~If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.~~

~~The term "significant change" shall be construed to apply only to the following circumstances:~~

- ~~(A) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction or~~
- ~~(B) When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed. ...~~

19. CONDITIONS REQUIRING SUPPLEMENTAL AGREEMENT.

~~4-3.2.3 Conditions Requiring Supplemental Agreement: Supplemental agreement shall be used to clarify the plans and specifications of the contract; to document quantity overruns that exceed five percent of the original contract amount; to provide for unforeseen work, grade changes, or alterations in plans which could not reasonably have been contemplated or foreseen in the original plans and specifications; to change the limits of construction to meet field conditions; to provide a safe and functional connection to an existing pavement; to settle contract claims; and to make the project functionally operational in accordance with the intent of the original contract. Supplemental Agreement may be used to expand the physical limits of a project only to the extent necessary to make the project functionally operational in accordance with the intent of the original contract. The cost of any such agreement extending the physical limits of a project shall not exceed \$100,000 or ten percent of the original contract price, whichever is greater. (Modified as below)~~

⁴ Remains as per 1991 Specifications.

SUBARTICLE 4-3.2.3 (Pages 16 and 17) the first paragraph is deleted and the following substituted:

Supplemental agreements, if any, shall be initiated by the Engineer.

No work covered by a supplemental agreement shall be performed before written authorization is given by the Engineer. Such written authorization shall set forth the prices and other pertinent information and shall be reduced to written contract document form promptly. No payment shall be made on a supplemental agreement prior to the Department's approval of the document.

Supplemental Specifications 1994

4-3.2.3 Conditions Requiring Supplemental Agreement is expanded as follows:

Additional or unforeseen work of the type already provided by the contract for which there is a contract price will be paid for at such contract price in accordance with 4-3.2.1.

Additional or unforeseen work having no quantity or price provided in the contract will be paid at a negotiated price.

Where the cost is negotiated, the Contractor shall submit an estimate to the Department in terms of labor, materials, equipment, overhead, and other expenses incurred solely as a result of the additional or unforeseen work.

The portion of the cost for equipment shall be based on the Rental Rate Blue Book for Construction Equipment, published by Dataquest (version current at time or work) in accordance with the following:

- (a) Costs shall be provided on an hourly basis. Hourly rates, for equipment being operated or on standby, shall be established by dividing the Blue Book monthly rates by 176. The columns, itemizing rates, labeled "Weekly", "Daily", and "Hourly" shall not be used.*
- (b) On all projects, the costs shall be adjusted by regional adjustments and by Rate Adjustment Tables according to the instructions in the Blue Book.*
- (c) Reimbursement for the equipment being operated shall be at a rate of 75 percent of the Blue Book ownership cost plus 100 percent of the Blue Book operating costs.*
- (d) Reimbursement for equipment, required to be idled and on standby, shall be at 50 percent of the Blue Book ownership cost, only. No more than eight hours of standby will be paid on a single day.*
- (e) **No additional overhead will be allowed on equipment costs.***
- (f) Transportation to and from the location at which the equipment will be used will be allowed. If the equipment requires assembly or disassembly for transport, the time for this will be paid at the rate for standby equipment.*

End Supplemental Specifications 1994

27. ERRORS OR OMISSIONS IN PLANS OR SPECIFICATIONS.

5-4 Errors or Omissions in Plans or Specifications

*The Contractor shall take **no advantage of any apparent error or omission** which he might discover in the plans or specifications but shall forthwith notify the Engineer of such discovery, who will then make such corrections and interpretations as he deems necessary for reflecting the actual spirit and intent of the plans and specifications.*

(Modified as below)

ARTICLE 5-4 (Page 26) is expanded by the following new paragraph:

For design/build projects, errors and omissions discovered in the plans or specifications shall also be brought to the attention of the Contractor's Engineer as well as the Engineer. Resolution of the question by the Contractor's Engineer is intended, **and at no additional cost to the Department.** All such determinations are subject to approval of the Engineer. In all other respects, this Article remains unchanged.

50. MEASUREMENT OF QUANTITIES.

ARTICLE 9-1 (Pages 72-74) is deleted and the following substituted:

9-3 Measurement of Quantities.

The following general statements shall apply to quantities and their measurement with respect to payments and determination of work completed on design/build projects.

The pricing and payment format of this Contract is intended to be lump sum. To the greatest extent possible, the Contractor will be compensated for the percentage of the applicable **firm lump sum price**, less retention for the work completed as detailed in Subarticle 9-6.1. The percentage shall be that portion of the work completed as compared to the total amount of work contracted.

Unit prices and the measurement of quantity units associated therewith shall be utilized only on items that require payment in accordance therewith, if any, as set forth in the contract documents or any supplemental agreement(s). **The only item of work being considered under a unit price basis, for adjustment purposes only, is bridge piling, preformed pile holes and bridge jacking.**

52. COMPENSATION FOR ALTERED QUANTITIES.**9-3 Compensation for Altered Quantities:**

9-3.1 General: *Whenever any change or combination of changes in the plans results in an **increase or decrease in the original contract quantities**, and the work added or eliminated is **of the same general character as that shown on the original plans**, the Contractor shall accept payment in full at the original contract unit prices for the **actual quantities of work done**, and no allowance will be made for any loss of anticipated profits because of increases or decreases in quantities; provided, however, that increased or decreased work covered by a supplemental agreement shall be paid for as stipulated in such agreement.⁵*

ARTICLE 9-3 (Pages 78-80); For design/build projects. The following is added:

As stated in the Special Provision for Article 9-1, the intent of **this Contract is to have pricing for the work established as firm lump sum prices to the greatest extent possible.** In keeping therewith, it is not the general intent to compensate the Contractor for increased or decreased quantities for work covered by a firm lump sum price.

However, where the **pricing for a portion of the work is established under a unit price format**, specifically the adjustment of the firm lump sum price for variations in: a) **lengths of piling**, (b) **preformed pile holes**, c) **bridge jacking** the established procedures, for quantity variations, existing under Article 9-3 will be utilized.

⁵ 1991 Specifications.

A. PILING

The furnished and driven unit price below shall be the basis of the increase or decrease in payment because of a change in pile lengths. The pile type and capacity elevation (Attachment B Page B-7) will determine the reference line for adjustment determination. Any adjustment will be based on overall project quantities. The Contractor will determine the pile length above the reference line and will include this length in the lump sum amount for the overall project.

PILE SIZE (INCHES)	FURNISHED PRICE (\$/LF)	DRIVING PRICE (\$/LF)
24	35.00	4.50
30	50.00	5.00

D. PREFORMED PILE HOLES.

The unit price below shall be the basis of the increase or decrease in payment because of a significant change in preformed pile hole quantity. The Contractor shall base his overall lump sum price with a quantity of 25% of the total number of piling used. If a significant change occurs according to 4-3.2.1, then an adjustment will be made.

PREFORMED PILE HOLE (EACH) FOR ALL TYPE PILES = \$500.00

E. BRIDGE JACKING

The unit price below shall be the basis of the increased or decrease in payment due to additional maintenance of the existing bridges. The Contractor shall include in his overall lump sum price, 2 cycles of leveling for each existing bridge (all piers/bents). (See Section 14 of the Criteria for Contractor Prepared Design). If additional maintenance is required in excess of the 2 cycles, then the additional unit price per pier or bent will be paid.

PER LOCATION PIER OR BENT = \$2,000.00

QUESTIONS AND ANSWERS

73. QUESTION: Bid documents – Break down of lump sum. Can we add more and what about MSE walls.

ANSWER: Yes.

REVISIONS TO ATTACHMENTS

Attachment C: Section 2.7a – Changed Design Method to indicate LFD only.

CHANGES TO THE SPECIFICATIONS PACKAGE

5. Amendment No. 52, Compensation for Altered Quantities was modified.

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