

## REGIONAL DISPUTE REVIEW BOARD RECOMMENDATION

February 7, 2005

Mr. Donald L. Conner, Jr.  
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4100 E. 7<sup>th</sup> Avenue  
Tampa, Florida 33601-2522

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Ref: SR93A (I-75) from South of Fowler Avenue to Pasco County Line FPN: 258667-1-52-01, F.A.P. Regional Disputes Review Board hearing regarding (1) Granite Shortage – Time Extension, (2) Replacement of Pavement Markings and (3) Compensation for MOT Devices beyond the original contract time on a Lump Sum contract.

Gentleman:

The Florida Department of Transportation (Department) and J.W. Conner & Sons, Inc. (Conner) requested a hearing concerning the above referenced issues. The parties have asked the Regional Disputes Review Board (Board) to determine if there is entitlement to:

1. A time extension for the delay associated with the Granite supply problem.
2. Payment for Replacement of Pavement Markings.
3. Payment for the use of MOT devices required beyond the original contract time for a Lump Sum project.

### **CONTRACTOR'S POSITION**

We will state the Contractor's position by referencing and paraphrasing their position paper and input from the hearing. Should the reader need additional information please see the complete position paper by the Contractor.

The Contractor's position paper includes the following statements and references to document their claim for entitlement.

### **ISSUE NO. 1 GRANITE SUPPLY PROBLEM**

On or about October 17, 2003, Conner informed Aim Engineering & Surveying, Inc. (Aim) and the Department of a shortage of Granite materials used in the Super Pave mix designs. Through much discussion and the Memo (No. 33-3) issued by the Department it was determined that Conner should document shipment and deliveries of the granite to their asphalt supplier Delta Asphalt, Inc. This documentation collected from September 31, 2003 thru October 31, 2003 and analyzed around November 13, 2004 at which time Conner notified the Department of their intent to file a claim. At the request of Aim further analysis and documentation resulted in a letter answering specific questions concerning the projects worked on during the time in question, why Conner could not produce sufficient asphalt and was not on the project during that time, and to provide

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documentation of material orders, shipment dates etc. to prove that there was a shortage of materials. At the end of the letter Conner states that the granite supply situation did not look promising and with the information available Conner could not produce asphalt knowing that supplies in place were not enough to complete the project.

During the hearing Conner explained that their supplier of the granite material had made promises of ship delivery which weren't met, promised materials on the ship which were not there, or not the quantities expected, and when the ship did arrive the materials were given out on a first come first served basis. In addition Conner stated that when their stockpile reached approximately 1,000 tons of the required granite they did not feel they could produce a quality asphalt mix for the project and that if they were unable to produce a quality mix they stood a very real chance of losing their plant certification. Conner did not make any F.O.B. deliveries during the time in question, but did do a paving job for Jones Brothers on another Department project. However, this project only used approximately 1 truckload of the granite material that was in short supply.

Conner pointed out that while the Department's position was that they could have placed the friction course and would not have completely depleted their stockpile of granite material before receiving additional supplies that this argument was based on hindsight, and did not take into account the real possibility of producing out of specification asphalt due to lowering their stockpile below the 1,000 ton minimum.

When sufficient granite became available Conner began paving on November 2, 2003, and requests the time from October 17 through November 2, 2003 be granted as a time extension to the contract time, a total of 17 days.

### **ISSUE NO. 2 REPLACEMENT OF PAVEMENT MARKINGS**

Traffic Control Products of Florida, Inc. (TCP), a subcontractor to Conner, is seeking to be paid for replacement of pavement markings as explained in their letter of July 12, 2004, and quoted as follows:

“This is TCP's claim for additional Re-Strip for the above project (references project 258667-1-52-01). Per the supplemental specifications, page 94, item 102-10 Work Zone Pavement Markings, 1<sup>st</sup> paragraph states the following. Measure the reflectivity of white and yellow stripes in accordance with Florida Method FM 5-541. Re-strip anytime the reflectivity falls below the final values shown in FM 5-541 which is 125mcd/lux/M2 when using a 30 meter instrument. Per memorandum No. 04-03 dated February 20, 2003. This memorandum supersedes any requirements to the contrary stated in the Florida Sampling and Testing Method FM 5-541. Per this memorandum it is the Department's responsibility to perform testing to determine specification compliance with initial retro reflectance. TCP was asked to Re-strip this project several months after the initial paving had started. It is the Department's intent per Memorandum No. 04-03 to compensate the contractor for re-striping when reflectivity drops below 125/mcd/lux/M2 for the safety of the traveling public. Therefore, the Re-striping should be paid for per the Project Special Provisions at the contract unit prices.”

TCP is claiming that the Re-Strip done in October of 2003, should be paid for under the supplemental specifications, page 94, item 102-10 Work Zone Pavement Markings.

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TCP's contention is that the Department is to measure the reflectivity in accordance with Florida Method FM 5-541 because the 1<sup>st</sup> paragraph in the supplemental specification states, "Measure the reflectivity of white and yellow strips in accordance with Florida Method FM 5-541. Re-stripe anytime the reflectivity falls below the final values shown in FM 5-541..." TCP also call attention to Mr. Ananth Prasaad's memo number 04-03 dated February 20, 2003, which TCP claims supersedes any requirements to the contrary stated in the Florida Sampling and Testing Method FM 5-541 and makes it the Departments responsibility to perform the testing. TCP introduced a January 14, 2005, memo to file which detailed a conversation with Mr. Parsaad which states in part as follows:

- d. Prior to January 2004 FDOT was responsible to test initial reflectivity within three (3) days if visual inspection was unsatisfactory on MOT Striping.

TCP suggested that the Board call Mr. Pasaad for verification of the memorandum and the memo to file written by TCP. The Board did contact Mr. Pasaad and verified that the memorandum to file written by TCP was correct.

### **ISSUE NO. 3 PAYMENT FOR MOT DEVICES**

Conner's position is that the duration of this project was extended by 119 days, while the original CPM detailed a project duration of 145 days, an increase in project time of approximately 82%. Conner stated during the hearing that they made no allowance for weather days in their bid. Conner makes the argument that the additional 119 days is unforeseen work and thus should be paid for under Standard Specification, Section 4-4 Unforseeable Work which states:

When the Department requires work that is not covered by a price in the Contract and such work does not constitute a "Significant Change" as defined in 4.-3.2.1, and the Department finds that such work is essential to the satisfactory completion of the Contract within its intended scope, the Department will make an adjustment to Contract. The Engineer will determine the basis of payment for such an adjustment in a fair and equitable amount.

Conner' position is that the MOT devices are not covered under specification section 8-7.3, but are for the safety of the traveling public. Conner also makes the point that if this were a normal unit price contract they would be paid for the MOT devices, at their unit price, on all weather days. This despite the fact that the wording in the specification for unit price contracts is the same as in a Lump Sum contract. The standard specification states that no compensation will be paid for days granted for weather as follows:

Section 8-7.3.2 (2) The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor's failure to perform or neglect; and provided that the Contractor was unable to work at least 50% of the normal work day on pre-determined controlling items.

No additional compensation will be made for delays caused by the effects of inclement weather.

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In addition Conner's did not set the temperature parameters for the Friction Course operation, but these parameters as set by the Department affect the ability of the Contractor to perform their work and traffic control devices are required during the period when weather days are granted. Conner's sees this as an unreasonable expectation for the contractor to have to carry this responsibility.

### **DEPARTMENTS POSITION**

During the hearing the Department noted that the Sections I and II of the specifications are written in the active voice-imperative mood, as follows:

Portions of Divisions I and II of these Standard Specifications for Road and Bridge Construction (specifications) are written in the Active Voice writing style as further described below... These specifications are written to the bidder, prior to award of the Contract, and to the Contractor. Within Divisions I and II of the specifications, sentences that direct the Contractor to perform work are written in the active voice-imperative mood. These directions to the Contractor are written as commands. In the imperative mood, the subject "the bidder" or "the Contractor" is understood...

In addition the Department made calculations which showed that if Conner had gone ahead and paved the friction course additional granite material would have been available prior to the stockpile being completely depleted.

The Department did grant weather days for work in the median (daylight operation) while Conner was able to pave structural course during the night on some of those days, and they did grant Conner weather time during the Holiday period.

The Department has denied entitlement to any of the positions taken by Conner on the three issues brought before the Board. The following discussions are directly from the Department's position statements. Should the reader require additional information references to various parts of the Department's exhibits have been left in the narrative to assist the reader in finding those items in the original documents submitted to the Board by the State.

### **ISSUE NO. 1 GRANITE SUPPLY PROBLEM**

The Department conducted a meeting with Asphalt Contractors and Aggregate producers to develop an understanding as to the problems faced with obtaining granite. The Department developed a plan for active projects as well as future contracts as documented in the State Construction Engineer's Memorandum No.: 33-03 (see section 2). The contractor, J. W. Conner & Son's, Inc. submitted the requested information to be used in the evaluation. Based on the documentation submitted, an adjustment to the contract time is not warranted.

J. W. Conner &- Son's, Inc. report shows that the controlling aggregate is the #789 stone (see section 8-9). Based on the chart on October 23, 2003, there is a 759 ton deficit 'in the stockpile from the calculated 2,184 tons to have enough for the entire friction course on the project. However, the stock pile consisted of 1,260 tons on October 17, 2003, and

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1,425 tons on October 23, 2003. According to the chart, on November 1, 2003, a sufficient amount of aggregate existed.

13,582 tons of Friction Course was placed over a 25 day time frame with an average of 543 tons per day. Based on the design mix, 81.5 tons of #789 stone would be used per day (see section 4). If the contractor would have worked a seven day work week for 17 days then the existing #789 stone would have been depleted. Seventeen days from October 17, 2003, would have been November 2, 2003. Base on J. W. Conner & Son's documentation, the remaining supply of aggregate was available on November 1, 2003.

For this contract a bar chart schedule was required due to the type of work and amount of contract days. The bar chart (see section 7) showed the installation of miscellaneous asphalt/guardrail and structural course to be critical concurrently. For a short period of time during the course of the contract, daily rains persisted and the medians began to hold water. The contractor was unable to place miscellaneous asphalt for the guardrail and the guardrail itself. However, the paving operation continued at night time. Conner placed structural course on 23 of the 35 granted days (see section 3) which was a benefit to him.

The contractor chose to place some of the rumble strips prior to the placement of friction and without proper layout. Several miles of the rumble strips were placed at the incorrect offset and needed to be filled in and installed again. Another item is that several miles of friction course was either placed too wide and had to be removed prior to rumble strips, or was placed too narrow and hand widening was necessary. This friction course was not corrected until the last contract day (see section 5). Also, in order to limit the down days for the contractor, the Department granted permission for the contractor to work during the Christmas and New Year's Holidays in order to reduce the number of lost production days. It is a requirement of the contract that no work will be performed during the 10 day holiday period. Six of the ten were granted days, two were work days and two had excessive traffic.

### Conclusion:

The documents provided by the contractor clearly show that the placement of asphalt could have continued, without a lapse and granite supplies would not have run out. Also, the inefficiencies caused contract time to be extended beyond the allowable. Based on the documents presented to the Department and the contained material the criteria for granting an extension for material shortage has not been met.

### **ISSUE NO. 2 REPLACEMENT OF PAVEMENT MARKINGS**

Supplemental Specifications 102-10, Work Zone Pavement Marking (see section 2), states "Measure the reflexivity of white and yellow stripes in accordance with Florida Method FM 5-541. Re-stripe anytime the reflectivity falls below the final values show in FM 5-541." FM 5-541 (see section 3-4 to 3-9) outlines the procedure from equipment to be used, when to take the tests, where to take the tests and how to record the tests. These activities were not performed on the initial application of pavement marking despite

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numerous discussions at weekly meetings (see section 5) and correspondence (see section 4). Since these readings were not taken and recorded, the Department was not given the opportunity to run comparison testing within the allotted time frames.

The State Construction Engineer memorandum No. 04-03 (see section 3-1 to 3-3) provides additional clarification of the specification. The memorandum states "For contracts let in July 2000 and thereafter, it is the requirement of the contract that the Contractor measure the reflectivity of white and yellow stripes using an approved 15-meter instrument to determine specification compliance." Further clarification was requested through the Department's Central Office in Tallahassee from a Specialty Engineer. The E-mail states "The Contractor is responsible for the testing (see exhibit 4-3).

### Conclusion:

The contract documents clearly state that the contractor is responsible for the reflectivity testing after the placement of pavement markings to determine if they meet the criteria outlined in the contract and FM 5-541. In addition, the acceptance of the material is based on this testing by the contractor. The reflectivity testing is the basis for the acceptance of pavement markings placed in the field.

### **ISSUE NO. 3 PAYMENT FOR MOT DEVICES**

The Department makes two major points in their position paper, first supplemental specification 8-7.3.2 Contract Time Extensions states, "No additional compensation will be made for delays caused by inclement weather", and second that because this is a Lump Sum project no individual pay items exist. The Department's position paper follows:

"Supplemental Specifications 8-7.3.2, Contract Time Extensions (see section 2) states "No additional compensation will be made for delays caused by the effects of inclement weather. Although the original contract time was 145 days and 119 days were added to the contract due to the effects of inclement weather, the contractor could have prevented the granting of the majority of the days. J. W. Conner and Son's, Inc. chose to wait prior to beginning the Friction course operation until they felt there was a sufficient amount of stockpiled aggregate to complete the operation without delay. In addition, the contractor made plans to use two paving crews for friction course in order to complete the project within the allowable contract time but failed to proceed in this manner.

For this contract a bar chart schedule was required due to the type of work and amount of contract days. The bar chart (see section 6) showed the installation of miscellaneous asphalt/guardrail and structural course to be critical concurrently. For a short period of time during the course of the contract daily rains persisted and the means began to hold water. The contractor was unable to place miscellaneous asphalt for guardrail and the guardrail. However, the paving operation continued at night time. 23 of the 35 granted days (see section 3) were on days when the contractor placed structural course thus benefiting from the days.

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Inefficiencies and sequencing of construction activities on the contractor's part were the causes of extending the contract duration. Three items make up the majority of the causes. The first item is J. W. Conner & Son's, Inc. choice to wait until they felt they had all of the aggregate necessary to complete the friction course. It is shown by J. W. Conner & Son's back up (see section 7-1 to 7-8) that the friction course operation could have continued and sufficient supplies of aggregate would have been received prior to depletion of the existing stock pile. The completion of the friction course prior to the cold weather would have allowed the completion of the non-temperature sensitive items sooner and thus reducing the time extension.

The second item is that the contractor chose to place some of the rumble strips prior to the placement of friction and without proper layout. Several miles of the rumble strips were placed at the incorrect offset (see picture 4-1) and needed to be filled in and installed again. The third item is that several miles of friction course was either placed too wide and had to be removed prior to rumble strips, or was placed too narrow (see picture 4-2) and hand widening was necessary. The correspondence and punch list (see section 7-9 to 7-16) document the above as well as other inefficiencies.

In order to limit the down days for the contractor, the Department granted permission for the contractor to work during the Christmas and New Year's Holidays in order to reduce the number of lost production days. It is a requirement of the contract that no work will be performed during the 10 day holiday period. Six of the ten were granted days, two were work days and two had excessive traffic.

Conclusion:

Supplemental Specifications 8-7.3.2 clearly states that no additional compensation will be made for delays caused by the effects of inclement weather. The provided documentation also clearly shows that the contractor could have completed the asphalt prior to the beginning of the cold weather thus avoiding the majority of the weather days. Also, weather days granted during the period where two items were critical had a great benefit to the contractor. The inefficiencies noted also created additional work and extended the duration of the contract. Based on the contract documents and prepared documents it is clear that the contractor's request for additional compensation for MOT devices used beyond the original contract time is not valid."

## **REGIONAL DISPUTE REVIEW BOARD FINDINGS**

### **ISSUE NO. 1**

The State Construction Engineer recognized that certain Districts in the State were experiencing problems with the supply of granite materials required for the Super Pave mixes and sent the following memorandum to all District Construction Engineers.

The Department met with the Asphalt Contractors and various Aggregate producers to better understand the granite aggregate supply problems being faced by some of the

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contractors in Districts 1, 5, and 7. Other Districts do not seem to be affected by such problems. As it was evident in the meeting, this is a complex problem that involves demand of such aggregates (nearly doubled compared to what the trend has been over the past seven years), market forces such as pricing, and supply problems such as lack of ships and rail cars to ship such aggregates.

The Department feels confident that this is a short-term problem, however, we need to be cautious as a severe winter and other external pressures may prolong this problem into next summer and beyond.

To that end, we need to do the following on active contracts and future contracts.

On active projects, if all other work has been completed with the exception of asphalt, and the Department has confirmed that the Contractor is affected by such problems and the Contractor has made an effort and taken all appropriate steps to mitigate this problem, the Department may suspend the contract time at no additional cost to the Department.

Approval by the State Construction Engineer is needed for suspension of the contract time. The Contractor will be required to "safe-up" the project and cover up signs that are not applicable to the work zone conditions before the contract time can be suspended.

- On active projects, the Department will consider non-compensable time extensions on a case-by-case basis if the Contractor has made an effort and taken all appropriate steps to mitigate this problem. Before any time extension is granted, the District Construction Engineer needs to coordinate such requests with the State Construction Engineer prior to approving any such extensions.
- No adjustments shall be made to No-Excuse and Incentive/Disincentive Contracts unless otherwise approved by the State Highway Engineer.
- On future contracts, prior to the issuance of the Notice to Proceed, ascertain that the Contractor has taken into consideration these problems and has adequately planned his operation based on the supply of aggregates. In case of any doubt, provide for a flexible start of the contract at no additional cost to the Department.
- The Department will also be issuing guidelines, as a short-term measure, to facilitate quicker delivery of aggregates from the point of unloading to the asphalt plant.
- The Department is committed in turning around mix design requests expeditiously for the contracts affected by this problem to facilitate use of alternative sources of materials.
- At the request of the Contractor, the Department will review pavement design on non-interstate highways to determine if the traffic level required for the mix design is consistent with traffic projections. This review will facilitate use of alternative sources of aggregate.
- No additional compensation shall be made to the Contractor due to the impacts of the supply problem unless otherwise approved by the State Construction Engineer.

If you have further questions, please contact David Wang at 850-414-415 (sc 994-4152).

Conner, along with numerous other Contractors was experiencing problems with the delivery of granite from their supplier, who in turn was experiencing difficulty in getting material from their primary sources due to ships and/or rail car availability. Even when a ship was scheduled, it wouldn't always arrive on the scheduled date, and there was the possibility that the material that was supposed to be on board would not be there or be



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short of the quantity that had been projected to be there. Then the various users of the material were forced to have trucks waiting in line, because the policy was to distribute the available material on a first come first served basis.

First this uncertainty made it very difficult for Conner to know when or if they would receive materials in a timely manner, and in the quantity required. Secondly Conner was concerned that if their stockpile got below approximately 1,000 tons they would experience quality control problems which could possibly lead to their plant certification being withdrawn. Thirdly if they had continued to pave there was the distinct possibility that the traveling public would be affected by having to travel along a roadway with a drop off between the structural course and the friction course while Conner waited on material deliveries. These were all risks Conner was not willing to take.

The Department's calculation of available material and its use was hindsight, and did not take into consideration the uncertainty of deliveries, availability when a ship did arrive, risks to the traveling public, quality control and plant certification.

Conner notes that Supplemental Specification 8-7.3.2 states in part:

The Department will consider the delays in the delivery of materials or component equipment that affect the progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area-wide shortage, ...In such cases the Contractor shall furnish substantiating letters from a representative number of manufactures of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, ...

Conner did not do any paving for any other contractors during the 17 day shutdown except for a small amount on another Department project that used approximately 1 truck load (20 +/- tons) of the critical material. Conner did make repairs to rumble strips that were incorrectly placed, but at the hearing they indicated that this work, for the most part, was done concurrently with the paving. Conner admitted that they had made plans to use two paving crews, but the material supply was such that the use of two crews was not feasible.

### **ISSUE NO. 2**

The specifications for striping with respect to testing are written in the Active voice-imperative mood. The special provisions deleted the second paragraph of the supplemental specification 102-10.1 Description. The supplemental specification 102-10.1 is written in the active voice-imperative mood and as such directs the contractor to measure the reflectivity of the white and yellow strips in accordance with Florida Method FM 5-541. FM 5-541 directs the tests be made at half mile intervals on 10 consecutive strips within 14 days of initial application.

During the hearing it was stated that TCP replaced some of the pavement markings following the initial application at their own expense. This replacement of pavement markings would appear to be the result of some type of testing, either visually or with a

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meter, by TCP following the initial application. TCP stated that they had done some testing.

After TCP replaced some of the pavement markings and the Department remained silent it appears that the Department felt the pavement markings were within specification. The Department did not make any tests of the pavement markings stating that it would be futile to make any tests because there are no initial tests by TCP with which to make a comparison. It appears to the Board that the Department felt that the initial application was within specification after TCP had made corrections, because no additional corrections were requested, and replacement of the strips was not requested for sometime thereafter, considerably beyond the 14 days enumerated in FM5-541.

The contractor states that the memorandum number 04-03 to all District Construction Engineers from the State Construction Engineer governs this project and, "...that the Worksite Traffic Supervisor visually inspect the condition of all pavement markings and submits such inspections to the Engineer. Visual inspections when the pavement markings values appear to be below the required 150cd/ft<sup>2</sup> [150mcd/lx.m<sup>2</sup>] will be confirmed by approved test method. In such instance, it is required of the Worksite Traffic Supervisor to provide results of such testing..."

No evidence was given to the Board to show that the language above was a part of the contract. When asked at the hearing neither side could say that it had been added to the contract by a \$0.00 specification change (S.A.) as detailed in the memorandum. Therefore, the memorandum is not applicable to this project.

### **ISSUE NO. 3**

The wording in supplemental specification 8-7.3.2 is the same in the Standard Specifications for either a Unit Priced Contract or a Lump Sum Contract and states in part:

No additional compensation will be made for delays caused by the effects of inclement weather.

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The Board is governed in our decision making process by the plans, specifications (standard, supplemental, technical, special), and the contract. The Board has carefully reviewed all the information presented at the hearing held on January 31, 2005, and the written position papers and their backup documentation presented by the Department and Conner. Therefore, our recommendation is based on all of the above documents and our findings.

### **ISSUE NO. 1**

There is entitlement to Conner for the 17 days of delay attributable to the granite supply problem. There was a delay to a controlling item of work caused by a shortage of granite

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material. Conner gave notice to the Department regarding the shortage in compliance with Supplemental Specification 8-7.3. The Department recognized the supply shortage in a memorandum (No. 33-03) from the State Construction Engineer which stated that a time extension is due if a supply problem does occur.

### ISSUE NO. 2

There is entitlement to Conner for the cost of the replacement of the pavement markings. The Department made no immediate objection to the reflectivity of the markings after TCP replaced areas at their cost which TCP found did not meet the reflectivity required by specification. The Department did request that the pavement markings be replaced after they had been on the roadway surface for considerably more than the 14 days specified in the FM 5-541 test method. The Department did not, at any time, make reflectivity tests of the pavement markings.

### ISSUE NO. 3

There is no entitlement to Conner for the additional cost of MOT devices during the weather extended contract period. The contract language Supplemental Specification 8-7.3 is specific, *“No additional compensation will be made for delays caused by the effects of inclement weather.”*

The Board recognizes that 119 days of weather in a 145 day contract is extremely unusual and is not something that Contractors or the Department could have reasonably anticipated. Conner stated during the hearing that they had not made any allowance for weather in the contract time. A reasonable allowance might be 7% for weather which would mean that this contract suffered 111 unexpected weather days. The wording in the standard specification concerning no additional compensation is the same for Lump Sum Contracts as for Unit Priced Contracts. In a standard (Unit Priced) contract the Department would compensate the contractor for the MOT devices in place during the time extensions given for weather delays.

The Board suggests that the traveling public certainly benefited from the MOT devices being in place during the inclement weather days and the Department and Conner try to partner through an amicable agreement on paying for the MOT devices during the weather time extensions.

The Board sincerely appreciates the cooperation of all parties and the information presented for its review in making these recommendations. The Boards recommendation should not prevent, or preclude, the parties from negotiating an equitable solution (should it be appropriate) to any issue pursuant to their partnering agreement.

Please remember that a response to the Board and the other party of your acceptance or rejection of the recommendation is required within 15 days. Failure to respond constitutes an acceptance of the recommendation by the non-responding party.

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I certify that I have participated in all the meetings of this Board regarding these issues and concur with the findings and recommendation.

Signed by the Chairman with the concurrence of all Committee members:

John C. Norton, P.E.  
Chairman

Don Henderson, P.E.  
Member

Lester C. Furney  
Member