

April 25, 1997

Faxed April 25, 1997

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Mr. Rammy Cone
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Re: WPI No: 7143198
State Project No: 10190-3428/6428
F.A.P. No.: ACDPI-ACNH-0043-(6)(FO)
Contract: Interstate 4, Segment 2
Description: State Road 400 (I-4) from I-75 East to McIntosh Road
Counties: Hillsborough

**Subject: I-4 Disputes Review Board - Issue #8
Dispute over Payment for Removal of Existing Median Barrier at
Special Detour No. 26**

At the request of MK/Centennial (MK), the Consultant Resident Engineer, and Cone & Graham, Inc. (Cone & Graham), the Contractor, hereinafter referred to as the parties, the Disputes Review Board (DRB) held a hearing on April 16, 1997 to consider a dispute over payment for removal of the existing median barrier wall within the limits of Special Detour No. 26.

Written documentation was furnished to the Board and the parties in advance of the hearing. This documentation includes a letter from MK dated April 10, 1997 and a separately submitted summary of their position along with related attachments and a Summary of Entitlement submitted by Cone & Graham and related attachments. Oral presentations were made to the DRB at the hearing.

Issue: Cone & Graham is requesting separate payment for removal of the existing median barrier wall located between Station 1322+03 and Station 1325+40 that must be removed in conjunction with construction of Special Detour No. 26.

Cone & Graham supported their position with the following:

Several plan notes covering areas of the work in the vicinity of Special Detour No. 26 indicate that the existing median barrier wall is to remain. (35, TC-44 and TC-111)

There is no indication on Plan Sheet Nos. TC-79, TC-147 or TC-199 that the existing median barrier wall is to be removed.

MK has suggested that compensation for this work is included in payment under the items Clearing and Grubbing, Maintenance of Traffic or Special Detour (Detour 26), but they were unable to identify a single pay item in which the contractor was to include the cost.

The limits of Clearing and Grubbing are shown on Plan Sheet No. 5 as extending from Right of Way Line to Right of Way Line. However, the Typical Section on which this note appears covers only the portion of the job forward from Station 1326+80 and the work in question here is located back from Station 1326+80.
The limits of Clearing and Grubbing are shown on Plan Sheet No. 5 as extending from

Removal of barrier wall is not described as work to be accomplished in Maintenance of Traffic.

In pricing the item Special Detour (Detour 26) we did not include the work of removing the existing detour between Station 1322+03 and Station 1325+40. The Plans contain a Traffic Control Summary of Quantities showing quantities for work to be accomplished under the item Detour #26.

“The above information supports our position that the contract documents are ambiguous when it comes to payment for the work in question here.”

MK supported the position of the Department of Transportation with the following:

It is clearly evident from an examination of the plans that removal of the existing median barrier wall between Station 1322+03 and Station 1325+40 is necessary in order to accomplish construction of Special Detour No. 26.

Article 2-4 of the Standard Specifications requires that a bidder carefully examine the contract documents before submitting his bid.

Subarticle 102-7.2 SPECIAL DETOURS of the Standard Specifications states that the lump sum price for Special Detours shall be full compensation for providing the detour and all costs incurred to construct and maintain it.

The pay item Clearing and Grubbing includes removal of existing obstructions not included in other items of work.

The Traffic Control Plans Special Detours were individually identified, quantified and bid as separate pay items. It was clear from these plans that the barrier wall in question here must be removed in order to construct Special Detour No. 26.

It is apparent that the Contractor priced each detour item based on the construction requirements at each location.

Because there is no separate pay item for removal of barrier wall, the cost of all such work should have been included in the price for Special Detour No. 26 or the price for Clearing and Grubbing.

Since the existing barrier wall is in plain view and the Traffic Control Plan showed it to be removed, the Contractor should have included the cost of removal in a bid item.

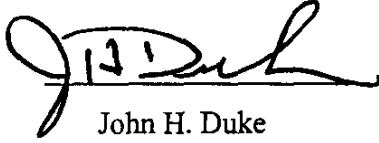
The Board notes that it is obvious from a reasonable review of the plans that the median barrier wall in question here must be removed in order to construct Special Detour No. 26 as shown in the plans. Also, this work is incidental to construction of the detour and it is not feasible for a designer to describe all incidental work in developing the Summary of Quantities for a detour.

The Board, therefore, finds that no additional payment should be made for removal of this median barrier wall.

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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.

I-4 Project Disputes Review Board



John H. Duke
Chairman



G. A. "Dolph" Hanson
Member



H. E. "Gene" Cowger
Member

CC: Brian McKishnie, P.E.